DATE:

The Inquirer (as stated below) AND	McMahon & Daughter Enterprises Pty Ltd Trading as Broadwalk Business Brokers PO Box 2440 Coffs Harbour 2450 Ph:02 6651 7999 Fax:02 6651 7888

CONFIDENTIALITY AGREEMENT AND DEED

Re:

Having declared to you that, in general principle, we have a genuine interest in the above business proposal and having declared to you that we are ready, willing and able to carry out the terms of any contract we may enter into in regard to the above business proposal. We now request that, in your capacity as broker and advisor to the vendor, you supply us with a copy of any Information Memorandum ("the memorandum") describing the vendor's business. We undertake that the Memorandum will be used for no purpose other than to assist in determining whether we wish to purchase the said business.

We agree that the Memorandum and any other material made available to us by Broadwalk Business Brokers or the Vendor or obtained in meeting with any of those parties will remain strictly confidential. To refrain from contacting or dealing directly with the vender or visit the premises of the Business; without the prior consent of the Vendor and Agent.

To maintain at all times whether in NSW or elsewhere the confidentiality of the material and in return for the material being made available to us we agree:

a) That the memorandum and any information will be distributed on a "need-to-know basis" only to senior Executives or Directors of our company, and such Executives or Directors will be bound to the terms of this agreement.

b) The inquirer hereby acknowledges that: wrongful misuse of information provided by the Agent of the Vendor's Business will cause damage or loss to the vendor and /or the Agent the inquirer will be held liable.

c) That any copies made of the memorandum will be for the purpose of internal corporate communications only and that system will be instituted to facilitate the recovery of any such copies and all memorandum (and any copies taken) will be returned to Broadwalk Business Brokers.

d) The inquirer hereby acknowledges that: the Confidential information has been compiled from material information and unaudited financial records properly obtained by the Agent from the Vendor or the Vendor's accountant or Advisor; Intending purchasers should satisfy themselves as to the truth or accuracy of all information given by either their own inspection, searches inquires, advice's or as is otherwise necessary.

e) The inquirer hereby acknowledges that: the Agent has been solely instrumental in the introduction of the Business to the Inquirer and will suffer loss or damage if the inquirer contacts or attempts to deal with the Vendor. The terms and conditions of this agreement shall continue to have full force and effect after the business is sold.

Although we understand that Broadwalk Business Brokers and its solicitors believe that the material to be provided is accurate to the best of their knowledge, we acknowledge that no representation or warranty has been made as to the accuracy or completeness of the material. No person in the employ of Broadwalk Business Brokers has any authority to give or make any representations or warranty in relation to any businesses.

Yours faithfully:
(The Inquirer)

_____ _____

NAME (Please Print) ADDRESS

Company: ---------- Phone: _____ Fax: _____

Email:_____

Capacity: ----------

Signature/s: ***----------

PLEASE SIGN HERE FOR YOUR COPY OF THIS DOCUMENT: *** _____

Agents Signature:

Please sign where indicated by ***