

**MCH Enterprises, Inc.**  
**Agreement of Non-Disclosure**

<b>Regarding Station(s) ID Number or Description: _____</b> <b>Specific Information to be Provided Upon Executions of NDA</b>	<b>Station Reference Information:</b>
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The undersigned ("Buyer") agrees to keep confidential any and all information ("Information") given or disclosed to me by MCH Enterprises, Inc., ("MCH"), whether written or verbal, concerning the broadcast station(s) ("Station") referenced hereinabove. The terms of this agreement apply to any and all Information given to me before, on, or after the date of this agreement. I agree to work exclusively through MCH with respect to this Property, acknowledge MCH as the sole broker representing Seller in any offer I make for the purchase of the Property.

I also agree that I will neither use nor permit the use of this Information for any purpose other than the evaluation of the Stations, and that I will not divulge the call letters, city of license, market location, or any other identifying characteristic of the Stations to any persons other than officers of my company, partners, and co-investors, or my attorneys and accountants. I will require all such persons to hold this Information in the same confidence as I have agreed upon in this agreement, and acknowledge that I will be held responsible should they fail to do so. Furthermore, I will require such officers and attorneys to sign an agreement similar to this if deemed necessary by MCH or the Seller of the Stations.

MCH hereby represents and warrants to the undersigned that it has the right and authority to represent the transaction contemplated herein and to provide the Information on the terms and conditions contained herein.

The terms of this Agreement of Non-Disclosure shall be governed and construed in accordance with the laws of the California.

Company:	
Name:	
Email:	
Signature:	
Date:	
Address:	

The following shall not be considered confidential information:

- (a) Information in the public domain;
- (b) Information in Buyer's possession as evidenced through written records kept in the ordinary course of business and which is not subject to any other confidentiality obligations;
- (c) Information developed by Buyer without access to or reliance upon Seller's confidential information as demonstrated by records kept in the ordinary course of business; and/or
- (d) Information which is required to be disclosed by an authorized governmental or judiciary entity, provided that Buyer shall notify Seller prior to such disclosure.