

NOLAN BROS. OF TEXAS, INC.
4541 Bellaire Drive South
Suite 100
Fort Worth, TX 76109

_____, 2007

Confidential

Attention: _____

Ladies and Gentlemen:

In connection with your consideration of a possible purchase and sale transaction (a "Transaction") with the Nolan Bros. of Texas, Inc. ("Company"), you (being the company to whom this letter is addressed) have requested that MJ Partners, Incorporated ("Broker"), on behalf of the Company, furnish you with certain information concerning the Company and their assets which information is non-public, confidential or proprietary in nature. As a condition to being furnished the requested information, you agree as follows:

1. As used in this agreement:

(a) "Evaluation Material" means any information concerning the Company (whether written or oral and whether prepared by the Company its advisors or otherwise) which is furnished to you by or on behalf of the Company, including all financial statements, title survey and environmental reports, construction costs and methods, customer and tenant lists, data, reports, analyses, compilations, studies, interpretations, forecasts, records, notes, memoranda, summaries and other materials in whatever form maintained, whether documentary, computer storage or otherwise. The term "Evaluation Material" does not include information which:

- (1) is already in your possession if such information is not known by you to be subject to another confidentiality agreement with or other obligation of secrecy to either Company or another party;
- (2) becomes generally available to the public other than as a result of a disclosure by you or your directors, officers, employees, agents or advisors (collectively, "Representatives"), your affiliates (as such term is defined in the regulations promulgated under the Securities Exchange Act of 1934, as amended) or your affiliates' Representatives; or
- (3) becomes available to you on a non-confidential basis from a source other than the Company or their Representatives (including Broker), provided

that such source is not bound by a confidentiality agreement with or other obligation of secrecy to either Company or another party.

(b) "Notes" means all data, reports, analyses, computations, studies, interpretations, forecasts, records, notes, memoranda, summaries or other materials (in whatever form maintained, whether documentary, computer storage or otherwise), whether prepared by you, your affiliates, your Representatives or others, that contain or otherwise reflect or are based upon, in whole or in part, any Evaluation Material or that reflect your review of, or interest in, all or any portion of the Company.

(c) "Representatives" means, as to either Company, or you, your affiliates, and your affiliates' officers, managers, employees, shareholders, members, owners, constituents, brokers or agents.

2. (a) You will use the Evaluation Material solely for the purpose of evaluating a possible Transaction between the Company or the and you or your affiliates, and not for any other purpose, and such information will be kept confidential by you, your Representatives, and your affiliates and their Representatives and will not be disclosed to any other person or entity, except that:

- (1) any of such information may be disclosed to such of your Representatives who have a need to know such information in order for you to evaluate a possible Transaction (each of whom will be informed by you of the confidential nature of such information and will be directed by you to treat such information confidentially); and
- (2) any disclosure of such information may be made to which the applicable Company consents in writing in advance.

(b) You will not use the Evaluation Material in any way detrimental to the Company. In particular, for a period of two years from the date of signing this agreement you will not (1) divert or attempt to divert any business, customer, consultant, provider or supplier of the Company, nor (2) employ, attempt to employ or divert any employee, consultant, advisor or agent of the Company (other than through general advertisement solicitations for non-executive employees which are not specifically directed at the Company or its employees).

(c) Without the prior written consent of the applicable Company, you will not, and will direct your Representatives not to:

- (1) disclose to any person (including any customer, employee, supplier, creditor, or competitor of the applicable Company) (A) the fact that Evaluation Material has been made available to you or that you have inspected any portion of the Evaluation Material; (B) the fact that discussions or negotiations are taking place concerning a possible Transaction; or (C) any of the terms, conditions or other facts with respect

to any such possible Transaction, including the status of such discussions;
or

- (2) make any inquiry about the applicable Company's business to any customer, employee, supplier, creditor or competitor of the Company.

(d) You will be responsible for any breach of this agreement by you, your Representatives and your affiliates and their Representatives.

3. Although each Company will endeavor to include in the Evaluation Material information known to it that it believes to be relevant for the purpose of your investigation, you understand that neither Company nor any of its Representatives has made or make any representation or warranty as to the accuracy or completeness of the Evaluation Material. The Evaluation Material may include certain statements, estimates and projections provided by the Company with respect to the anticipated future performance of the Company. Such statements, estimates and projections reflect various assumptions made by the Company concerning anticipated results, which assumptions may or may not prove to be correct. No representations are made as to the accuracy of such assumptions, statements, estimates or projections. The only information that will have any legal effect will be that specifically represented in a definitive purchase agreement; in no event will such definitive agreement contain any representation as to projections. Neither the Company nor its Representatives will have any liability to you or any of your affiliates or Representatives resulting from the use of the Evaluation Material.

4. If you or anyone to whom you transmit any Evaluation Material in accordance with this agreement are requested in connection with any legal proceeding to disclose any Evaluation Material, you will give the applicable Company prompt notice of such request so that the Company may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this agreement, and you will cooperate with such Company to obtain such protective order. If such protective order or other remedy is not obtained or the applicable Company waives compliance with the relevant provisions of this agreement, you (or such other persons to whom such request is directed) will furnish only that portion of the Evaluation Material which is legally required, in the opinion of your counsel, to be disclosed. If in the absence of a protective order you (or such other persons to whom such request is directed) are nonetheless compelled to disclose Evaluation Material, you (or such other persons to whom such request is directed) may disclose such information without liability under this agreement if you give the applicable Company written notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon such Company's request, use your best efforts to obtain assurances that confidential treatment will be accorded to such information.

5. If you decide to terminate your evaluation of the Company or their assets you will promptly inform the Company of that decision. If we or you decide to terminate your evaluation of either Company (and such Company's assets) or if no Transaction is effected within a reasonable time after you have been furnished the Evaluation Material, you, your Representatives, your affiliates and their Representatives will promptly upon the applicable Company's request (a) deliver to the applicable Company the Evaluation Material, without

retaining any copy, notes or extracts thereof, and (b) destroy all Notes. Notwithstanding your return of the Evaluation Material and destruction of the Notes, you and your Representatives, and your affiliates and their Representatives, will continue to be bound by your obligations under this agreement.

6. Unless and until a definitive agreement between a Company and you with respect to any Transaction has been executed and delivered, neither Company nor you will be under any legal obligation of any kind or nature whatsoever with respect to such a Transaction by virtue of this or any other written or oral expression with respect to such a Transaction by any of the Company' Representatives, except for the matters specifically agreed to in this agreement.

7. You understand that (a) each Company will be free to conduct the process for a possible Transaction as it in its sole discretion may determine (including negotiating with any other prospective buyers and entering into one or more definitive agreements without prior notice to you or any other person, notwithstanding the fact that similar subjects are being discussed or negotiated with you); (b) any procedures relating to such a Transaction may be changed at any time without notice to you or any other person; (c) each Company has the right to reject or accept any potential buyer, proposal, or offer, for any reason whatsoever, in its sole discretion; and (d) neither you nor any of your affiliates will have any claims whatsoever against including each Company or any of its directors, officers, shareholders, owners or Representatives arising out of or relating to any Transaction (other than those as against the parties to any definitive agreement with you in accordance with the terms of such agreement).

8. Because money damages alone may not be a sufficient remedy for any breach of this agreement, in addition to all other remedies, each Company will be entitled to specific performance and injunctive or other equitable relief to enforce this agreement.

9. The Broker will arrange for appropriate contacts for due diligence purposes. All (a) communications regarding any possible Transaction, (b) requests for additional information, (c) requests for facility tours or management meetings and (d) discussions or questions regarding procedures, will be submitted or directed exclusively to Broker, unless otherwise directed in writing by William J. Nolan, Jr. or Kevin J. Cox. No other Company personnel should be contacted directly under any circumstances.

10. This agreement will be governed and construed in accordance with the laws of the State of Minnesota, without giving effect to its principles or rules regarding conflicts of laws.

11. No failure or delay by either Company in exercising any right, power or privilege under this agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege under this agreement.

12. Each Company may assign all of its rights, powers and privileges under this agreement (including the right to enforce the terms of this agreement) to any party that enters into a transaction with such Company as contemplated by this agreement.

[NAME]

[DATE]

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If the foregoing accurately sets forth our agreement, please so indicate by dating and executing below and returning one copy of this agreement to us, whereupon this letter will constitute our agreement with respect to the matters set forth above.

Very truly yours,

NOLAN BROS. OF TEXAS, INC.

By: _____
Name: _____
Its: _____

Accepted and agreed to this _____ day of _____, 2007.

[Name of Prospective Purchaser]

By: _____
Name: _____
Title: _____
Phone: _____
Fax: _____
E-mail: _____