



NON-DISCLOSURE AGREEMENT

_____, 2010

Mr. J. Christopher Fisher
Fisher Recycling, LLC
Fisher Franchising, LLC
Charleston, SC 29401

Dear Mr. J. Christopher Fisher:

_____ has expressed an interest in evaluating one or more possible transactions concerning your recycling business and facilities and the franchising of that business and facilities, or any other transaction as may be mutually agreed between you and _____ (each a "Transaction"). In this regard, each party has requested certain Information (as defined below) concerning the other. This letter sets forth the parties' agreement and understandings with respect to the disclosure of Information and certain other matters.

1. In consideration of being furnished with Information, each party agrees to treat any Information in accordance with the provisions of this letter agreement, and to take or refrain from taking certain other actions set forth in this letter agreement (it being understood that each party is also agreeing to cause its affiliates (as defined below), including persons who may become affiliates, to comply with the provisions of this letter agreement).

2. The term "Information," as used in this letter agreement, means any information (including information communicated orally) and documents that a party or any of its affiliates, or any of the officers, directors, employees, representatives, advisors, or agents of a party or any of its affiliates, including a party's financial and legal advisors, furnishes or otherwise discloses to the other party or any of the other party's affiliates or any of the other party's or the other party's affiliates' respective directors, officers, employees, representatives and agents, or the representatives of the other party's or the other party's affiliates' advisors (collectively, "Representatives"). The term "Information" includes information contained on computer tapes, computer disks or any other form of electronic or magnetic media, together with any analyses, compilations, studies or other documents, records or data prepared by the other party or any of its Representatives that contain or otherwise reflect or are generated from such information and documents. The term "Information" does not include information that: (a) is already in a party's possession, provided that such information is not known by that party or any of its Representatives to be subject to another confidentiality agreement with, or other obligation of secrecy to, the disclosing party or another person; (b) becomes generally available to the public other than as a result of a disclosure by that party or any of its Representatives; or (c) becomes available to that party or any of its Representatives on a non-confidential basis from a source other than the disclosing party or its advisors, provided that such source is not known by that party or any of its Representatives to be bound by a confidentiality agreement with or other obligation of secrecy to the disclosing party or another person.

3. Each party agrees that it and its Representatives: (a) will use Information solely for the purpose of evaluating a Transaction; (b) will keep Information confidential; and (c) will not disclose any Information in any manner whatsoever except as permitted by this letter agreement. However, a party may make any disclosure of Information to which the other party gives its written consent in advance of the disclosure,

and Information may be disclosed to a party's Representatives who need to know such information for the sole purpose of assisting in the evaluation of a Transaction. In all cases in which Information is provided to its Representatives, a party must inform them of the confidential nature of Information and such party agrees that it will ensure that each such Representative is bound by this letter agreement to the same extent as the party is bound. In any event, each party shall be responsible for any breach of this letter agreement by any of its Representatives, and each party agrees to take, at its sole expense, all reasonable measures (including, but not limited to, instituting court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of Information.

4. In addition, except for disclosures permitted by Section 3 of this letter agreement, each party agrees that, without the other party's prior written consent, it and its Representatives will not disclose to any other person (a) the fact that Information has been made available to them, or (b) that any discussions or negotiations are taking place concerning a Transaction involving the other party, or any of the terms, conditions or other facts with respect to same. However, each party may make such disclosure if its legal counsel advises it that law or legal process requires such disclosure.

5. If a party or any of its Representatives is requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose any Information, it must provide the other party with prompt written notice of such request or requirement, and must cooperate with the other party so that it may seek a protective order or other appropriate remedy. If such a protective order or other remedy is not obtained or the other party waives in writing compliance with the provisions of this letter agreement, a party may disclose only that Information that it is advised by its legal counsel must by law be disclosed, and must exercise all reasonable efforts to obtain assurances that such Information will be accorded confidential treatment.

6. If a party requests at any time that the other return Information, the other party will promptly return any Information that was furnished or otherwise disclosed to it or to any of its Representatives. However, the non-requesting party may instead promptly destroy and Information in lieu of returning such materials. If the non-requesting party opts to destroy any Information in lieu of returning it, it must certify in a letter to the other party that it intends to destroy Information, and later to certify that it has accomplished such destruction. Notwithstanding the return or destruction of Information, the non-requesting party will continue to be bound by its obligations of confidentiality and other obligations under this letter agreement for a period of two years after the return or destruction.

7. Neither party nor any of its Representatives has made or will make any representation or warranty as to the accuracy or completeness of Information. Each party agrees that neither the other party nor its Representatives has or will have any liability to it or its Representatives resulting from the use of Information in compliance with the terms of this letter agreement. Only those representations or warranties that are expressly made in a definitive agreement when, as, and if one is executed, and subject to such limitations and restrictions as may be specified in such a definitive agreement, will have any legal effect.

8. Each party understands and agrees that no contract or agreement providing for any Transaction will be deemed to exist between the parties unless and until final definitive agreements have been executed and delivered. Each party also agrees that, unless and until final definitive agreements regarding a Transaction between them have been executed and delivered, neither party will be under any legal obligation of any kind with respect to such a Transaction, by virtue of this letter agreement or otherwise, except for the matters specifically agreed to in this letter agreement.

9. Unless otherwise agreed to by _____ and Fisher Recycling, Inc., Fisher Franchising, LLC and Fisher Recycling, LLC, all (i) communications regarding any possible Transaction,

(ii) requests for additional information concerning the other, its affiliates or a Transaction, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding procedures, will be submitted or directed exclusively to _____ and J. Christopher Fisher, respectively.

10. This letter agreement may only be modified or waived by a separate writing signed by both parties that expressly modifies or waives it. No failure or delay in exercising any right, power, or privilege under this letter agreement will operate as a waiver of same, nor will any single or partial exercise of same preclude any other or further exercise of same or the exercise of any other right, power or privilege under this letter agreement.

11. If a court of competent jurisdiction holds any term, provision, covenant, or restriction of this letter agreement invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions of this letter agreement will remain in effect.

12. It is further agreed that money damages would not be a sufficient remedy for any breach of this letter agreement and that the either party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and each party further agrees to waive any requirement for the security or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this letter agreement but shall be in addition to all other remedies available at law or equity.

13. This letter agreement is governed by, and shall be construed in accordance with, the laws of the State of South Carolina, regardless of the laws that might otherwise govern under conflicts of laws principles. Each party agrees that any legal action or proceeding relating to its obligations under or arising out of this letter agreement must be brought only in the United States District Court in South Carolina; however, if, but only if, that court does not have subject matter jurisdiction over any such action or proceeding, such action or proceeding may instead be brought in the courts of the State of South Carolina in the Charleston, South Carolina metropolitan area. Each party accepts and submits to the in personam jurisdiction of these courts with respect to any such action or proceeding, and waives any objection to service of process affected by (a) overnight mail delivery, (b) certified mail, or (c) any means allowable under South Carolina law or procedure.

14. This letter agreement embodies the entire agreement and understanding of the parties with respect to its subject matter; it supersedes any other agreements or understandings between the parties with respect to same.

15. This letter agreement is only for the benefit of the parties, and will be binding upon and inure to the benefit of each of them and their respective successors. Nothing expressed or implied in this letter agreement is intended to confer upon or give to any third party any rights or remedies.

16. The term "person," when used in this letter agreement is interpreted broadly to mean, without limitation, any corporation, company, group, partnership, or other entity or individual.

If the foregoing correctly sets forth the agreement between you and _____ please sign and return the enclosed copy of this letter agreement, whereupon it shall become our binding agreement.

Very truly yours,

Signature

Print Name

CONFIRMED AND AGREED to this
____th day of _____, 2010

FISHER FRANCHISING, LLC

By: _____

Name: J. Christopher Fisher

Title: Managing Member

FISHER Recycling, LLC

By: _____

Name: J. Christopher Fisher

Title: Managing Member