

PROPRIETARY AND CONFIDENTIAL INFORMATION AGREEMENT

This Agreement is entered into this _____ day of _____, 2008 by and between Taco John's International, Inc., a Wyoming corporation, located at 808 W. 20th Street, Cheyenne, WY 82001 ("TJI") and Top of the Nation Enterprises, Inc., a Wyoming corporation whose address is PO Box 51221, Casper, WY 82605-1221 ("Company").

RECITALS

A. TJI is engaged in the business of operating and franchising Mexican food restaurants under the name of "Taco John's."

B. TJI has developed a business method and plan in connection with the operation of Taco John's restaurants utilizing certain information, plans, methods, recipes, marketing strategies, techniques, proprietary marks, information and know how:

C. TJI has established substantial goodwill and an excellent reputation with the general public with respect to the quality of the services available, which goodwill and reputation have been and will continue to be of major benefit to TJI; and

D. Company is negotiating with TJI regarding entering into an agreement to provide video production services to TJI.

NOW THEREFORE, in consideration of the foregoing, and the covenants contained in this Agreement, TJI and Company agree as follows:

1. The proprietary and confidential information and trade secrets of TJI (hereinafter "Proprietary and Confidential Information") includes: information concerning TJI's business, compensation plans, recruiting and hiring information, financial information, product development, marketing analysis, research and development and related information including prices, terms and other trade secrets related to suppliers; discoveries, concepts and idea, information, operations manuals, recipes, methods, formulas, and any products, potential products or prototype products; information relating to research, development, inventions, purchasing, merchandising and marketing; and architectural plans, blueprints, design, decor and trade dress related to the Taco John's restaurant concept.

2. Subject to the terms and conditions of the Agreement, Company shall be given access to the Proprietary and Confidential Information of TJI in order to familiarize itself with TJI and the Taco John's restaurant concept.

3. Company agrees that all Proprietary and Confidential Information of TJI is protected by law, and may not be used or disclosed by Company. Company agrees to safeguard the Proprietary and Confidential Information with no less care than it would use

in safeguarding its own valuable proprietary information and trade secrets. Company agrees to take appropriate steps to preserve the complete confidentiality of the Proprietary and Confidential Information by all appropriate measures.

4. Company agrees that except as expressly allowed and agreed to by TJI, it will: never copy or duplicate Proprietary and Confidential Information nor allow anyone else to do so; never directly or indirectly use, sell, disclose or otherwise convey or communicate to any persons any of TJI's Proprietary and Confidential Information; and never create or attempt to create or permit others to create or attempt to create, by any means, all or part of any of TJI's Proprietary and Confidential Information.

5. Company agrees to immediately return all of the Proprietary and Confidential Information, including any copies thereof, which is within its possession or control at the time of termination of its services or, at such earlier time as may be requested by TJI.

6. In the event of a breach or threatened breach of the provisions of this Agreement, TJI shall be entitled to an injunction restraining Company from such breach, and may also pursue any and all other remedies available to it, including the recovery of monetary damages and attorneys' fees from Company.

7. This Agreement may not be modified or amended or any term or provision hereof waived, or discharged except in a writing signed by both parties.

8. This Agreement shall be construed and enforced in accordance with, and governed by the laws of the state of Wyoming.

IN WITNESS WHEREOF, the parties to this Agreement have executed it as of the date first above written.

TACO JOHN'S INTERNATIONAL, INC.

By: _____
Title: _____

TOP OF THE NATION ENTERPRISES, INC.

By: _____
Title: _____