

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is entered into as of _____ by and between Guttman Realty Advisors, (“Owner’s Agents”), _____ (“Prospective Purchaser”).

WITNESSETH:

WHEREAS, Prospective Purchaser desires to perform a review of _____ (“Business”) and is reviewing Confidential Information (as herein after defined) to perform this analysis: and

WHEREAS, Owner believes that it may suffer irreparable harm if such Confidential Information is disclosed to third parties, other than Prospective Purchaser.

NOW, THEREFORE, it is agreed:

1. Definition. “Confidential Information” means all information not available to the general public which is disclosed to the Prospective Purchaser buy or as a consequence of or through its current or previous work with the Owner, Owner’s Agent or Purchaser’s Agent regarding the Business.

2. Nondisclosure of Confidential Information. Prospective Purchaser acknowledges and agrees that Owner may suffer irreparable harm if any Confidential Information is disclosed to third parties. Therefore, Prospective Purchaser agrees that except as may be required by its due diligence in determining whether or not to acquire the Business (in which case the Prospective Purchaser may disclose Confidential Information to its attorney, accountant, lender, advisor, partners or Corporate Officers), the Prospective Purchaser will not, disseminate, disclose, or publish any Confidential Information without the prior written consent of owner.

3. Confidential Papers. Should the Prospective Purchaser elect not to purchase the Business, upon termination of the Prospective Purchaser’s review of the property, all documents, records, notes, and similar repositories or documents containing, Confidential Information, as well as copies of the same, then in Prospective Purchaser’s possession or under its control, whether prepared by it or others, shall be returned to Owner.

4. Consultant or a Agent and the Prospective Purchaser. Prospective Purchaser agrees that any Consultant or Agent who has access to any Confidential Information, will not be allowed to review any Confidential Information unless they agree to be bound by the terms and conditions of this Confidentiality Agreement. Owner’s Agent and the Prospective Purchaser and Owner’s Agent or Prospective Purchaser’s Agent.

5. Prospective Purchaser represents, warrants and agrees that Prospective Purchaser will not, for a period of three (3) years from today’s date, enter into any agreement (herein defined as an offer to purchase, a letter of intent or any similar document) for the optioning, lease, exchange, or purchase of the Business (or any related business), its capital stock or assts, or any portion thereof, either as an individual, member of a partnership, officer, director, employee or stock holder of a corporation, or in any other capacity (nor will Prospective Purchaser assist or promote in any way anyone else entering into such an agreement) unless said agreement contains a provision wherein the parties thereto acknowledge that Owner’s Agents is the procuring cause of such agreement and Owner’s Agents is the only person or legal entity entitled to the Professional Service Fee (“Fee”) based on the total sales price in the event the Business is purchased 90 days or more after this Agreement is signed. Further, the Prospective Purchaser agrees to pay Owner’s Agents a professional services fee of THREE percent (3%) of the purchase price or investment at the closing date of the transaction by certified check or wire payable to Guttman Realty LLC

or in the equivalent value of shares of a publicly traded stock. Prospective Purchaser will be personally liable for the fee and will not alter the amount or percentage due (commission).

6. Prospective Purchaser represents that Prospective Purchaser has sufficient financial resources to purchase this Business upon the terms and conditions set forth herein. Prospective Purchaser agrees to provide, upon request by Owner's Agents or Owner, financial statements, references or other information evidencing such financial sufficiency.

7. Prospective Purchaser acknowledges and agrees that Owner's Agents has made no independent investigation or verification of information or material furnished to Prospective Purchaser and that Owner's Agents shall not be liable or accountable for its accuracy and that any and all representations and warranties shall be made solely by the Owner in a signed purchase agreement and then be subject to the provisions thereof. Further, Prospective Purchaser hereby expressly releases, discharges, and holds harmless Owner's Agents from any and all responsibility and/or liability in connection with the integrity of such information or for any action Prospective Purchaser may take with regard to this Business and Prospective Purchaser hereby accepts sole and final responsibility for the evaluation of such information or material or physical or other assets or price of the Business whether furnished by Owner's Agents or by Owner or Owner's representatives and Prospective Purchaser further hereby accepts sole and final responsibility for any price offers made by Prospective Purchaser. Further, the undersigned Prospective Purchaser acknowledges the responsibility to perform a due diligence at his or her own cost and expense prior to any acquisition.

8. Prospective Purchaser acknowledges and agrees that all sums due and the performance and construction of this Agreement shall be in New York and shall be governed by the laws of the State of New York. The parties agree that any claims or controversy regarding this Agreement shall be most conveniently and economically resolved in New York, and therefore, the parties agree that any claim or action brought for enforcement, interpretation or damages under this Agreement shall be brought only in New York and parties agree to forbear from filing a claim in any other jurisdiction.

9. Prospective Purchaser acknowledges and agrees that when this Agreement is signed by Prospective Purchaser, it shall constitute the joint and several, personal and individual obligation of each Prospective Purchaser signatory hereto. This Agreement shall be binding upon Prospective Purchaser, Prospective Purchaser's heirs, executors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.

10. The parties agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules; and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Expenses of arbitration shall be born by the parties in such proportions as the arbitrator(s) shall decide. The arbitrator's sole authority shall be to interpret and/of apply the provisions of this Agreement; the arbitrator(s) shall have no authority to change or modify any provision of this Agreement.

If the Prospective Purchaser resides outside of the United States he must set aside the commission due into an escrow account with the Owner's Attorney prior to closing.

11. This Agreement sets forth the entire agreement and understanding between Prospective Purchaser and Owner's Agents and cannot be modified, amended, supplemented or rescinded except with written consent of Prospective Purchaser and Owner's Agents. Prospective Purchaser and Owner's Agents hereby agree that a facsimile copy of this Agreement will be deemed an original for all purposes. Each party hereby waives the necessity of providing the original copy of the Agreement to bind the other.

12. Damages; Injunction. Prospective Purchaser and Purchaser's Agent acknowledges that if either violates any of these restrictions, it will pay to Owner at Owner's option any compensation, considerations, or any other benefits which it receives, directly or indirectly, in any transaction related to

such violations. Prospective Purchaser acknowledges that if this agreement is breached, Owner may pursue any other remedy to which it may be entitled by law or in equity, including but not limited to monetary damages or an injunction to prevent breaches of this Agreement, and an order compelling specific performance Agreement.

Prospective Purchaser shall reimburse Owner for all costs and expenses, including reasonable attorney's fees, incurred by Owner if it successfully enforces the obligations of Owner and its Owner's Agent.

The Owner or any of its respective independent contractors, agents, officers, or employees do not make any representations or warranties, either expressed or implied, as to the accuracy, completeness or adequacy of any of the Confidential Information and no legal liability is to be assumed or to be implied. Prospective Purchasers are advised to make their own property investigations, projections and conclusions without reliance on the Confidential Information.

IN WITNESS WHEREOF. the parties hereto have executed this agreement as of the date first above written.

OWNER'S AGENT:

BY _____

SIGNATURE: _____

DATE _____

PROSPECTIVE PURCHASER:

BY _____

ADDRESS _____

PHONE _____

FAX _____

SIGNATURE _____ DATE _____



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