

CONFIDENTIAL OFFERING DISCLAIMER

This confidentiality agreement (the "Agreement") is between Elbrus Capital Group, LLC and its affiliates or assigns (hereafter "ECG") a licensed real estate broker for the benefit of the owner of the property/ies (hereafter the "Seller") and the undersigned party (hereafter the "Purchaser") for the sale of the property/ies referred to as: 1523 Voorhies Avenue, Brooklyn, NY (hereafter the "Property").

The offering memorandum of this property will be forwarded to you upon receipt of this agreement. The Property is being offered for sale in "as is" condition and Seller and Agent make no representation or warranties as to the accuracy of the information presented herein or elsewhere, (collectively, the "Materials") as part of this offering. These Materials include highly confidential information and are being furnished solely for the purpose of evaluating a potential acquisition or investment by prospective Purchaser of the interest described herein. Your signature on the Confidentiality Agreement is a binding pledge to hold the contents in the strictest confidence and that you will not disclose information contained herein, in whole or in part, to any other parties without the prior written authorization from the Seller or ECG.

The Purchaser hereby registers interest in entering into a transaction ("Transaction") involving the Property. The Purchaser hereby acknowledges that it is acting as a principal or an investment advisor in connection with the possible acquisition of or investment in the Property and agrees that it will not look to the Seller or ECG for any fees or commissions in connection with the acquisition of or investment in the Property. The Purchaser also hereby acknowledges that it has not dealt with any broker, other than ECG, regarding the acquisition of or investment in the Property, or if it has, the Purchaser hereby agrees to indemnify the Seller and ECG against any compensation, liability or expense, arising from claims by any other broker or other party the Purchaser had dealings with (excluding ECG) in connection with the acquisition of or investment in the Property.

Confidential Information shall include all data, materials, business plans, financial information and models, contacts of executives and other decision-makers, and other information disclosed or submitted, orally, in writing, or by any other media, to the Purchaser by ECG, including the potential of entering into a Transaction involving the Property. However, Confidential Information shall not include the following - data freely available in the public domain. Nothing herein shall require ECG to disclose any of its information.

Neither Agent nor the Seller shall have any liability whatsoever for the accuracy or completeness of the information contained herein or any other written or oral communication or information transmitted or made available or any action taken or made by the recipient with respect to the Property. Interested parties are to make their own investigations, projections and conclusions without reliance upon material contained herein.

It is understood and agreed by undersigned party that ECG will be the sole contact and any discussion, inquiries, questions and telephone conversations with the Seller, must be delivered by ECG. Any offers to purchase this Property both in writing and verbally, will be presented through ECG.

Purchaser acknowledges and agrees that ECG is providing it with the information with the expectation that ECG will earn and be paid a commission. Purchaser agrees that it will not directly or indirectly circumvent ECGs participation and role in this matter. Purchaser acknowledges that a violation of this Agreement will cause ECG and/or the Seller irreparable harm and agrees that in the event of a violation of this Agreement ECG and/or the Seller shall be entitled to injunctive relief in addition to other remedies available at equity and at law.

Purchaser agrees (a) that the Materials are of a highly confidential nature and will be held and treated in the strictest confidence; and (b) not to contact the tenants, owner(s), mortgagee(s), leasing broker(s), property management or other staff of the Property directly or indirectly regarding any aspect of the presented materials or the Property without the prior written approval of the Seller or Agent; and (c) that no portion of the Materials may be copied or otherwise reproduced without the prior written authorization of the Seller or Agent or as otherwise provided in the Confidentiality and/or Registration Agreement executed and delivered by the recipient(s) to Agent.

The parties hereto agree that Seller is an intended third party beneficiary of this Agreement with full standing to enforce its provisions and to maintain any legal action necessary for same. Seller is under no legal obligation of any kind whatsoever with respect to the proposed sale by virtue of this Agreement, except for the matters specifically agreed to herein.

This Confidentiality Agreement and all obligations herein shall remain in effect until the period ending 12 (twelve) months from the date of its execution. However, should any Transaction be consummated, following the termination of this Agreement, the ECG entitlements for Compensation for its introduction of this Transaction shall survive the termination of this Agreement for an additional period of 2 (two) years.

This Confidentiality Agreement shall be governed and construed in accordance with the laws of the State of New York. Each party acknowledges and submits to the jurisdiction of the courts of the State of New York.

By signing below, Purchaser acknowledges and agrees that it has reviewed and agreed to the Confidential Offering Disclaimer and that the Materials that may be provided to Purchaser, Purchaser's counsel, or any other agents or representatives of Purchaser, are being provided on the condition that such Materials be treated in confidence.

IN WITNESS WHEREOF, the Purchaser has accepted, agreed and caused this Agreement to be executed on the day and year written below.

PURCHASER:

Company: _____

Title: _____

Print Name: _____

Signature: _____

Tel/Fax: _____

Email: _____

Address: _____

Date: _____