

NON-DISCLOSURE, CONFIDENTIALITY AGREEMENT

This is an Agreement made this ___ day of _____, 200_ between _____ (“Receiving Entity-Party”) with offices at: _____ and Metro Brokers/GMAC Real Estate, Inc. (“Disclosing Broker- Party”), and Singh Consulting Group, Inc. (“Company”) 5775- D Glenridge Drive, 2nd Floor, Atlanta, Georgia 30328.

Please be advised that Metro Brokers/GMAC Real Estate, Inc. (“Broker”), Singh Consulting Group, Inc. (“Company”) has been granted the exclusive right to sell the premises known as the Property _____ (The “Premises”). Accordingly, Broker has available and is willing to make available to you certain information in connection with the proposed sale. As a condition of the receipt of such information, you agree, subject to the terms hereof, to treat confidentially any information furnished to you by Broker or Company regarding the Premises, whether furnished before or after the date of this letter, together with analysis, compilations, studies or other documents or records prepared by you or directors, officers, client, employees, advisors or representatives and financing sources (collectively “Representatives”) of yours, to the extent that such analysis, compilations, studies, documents or records contain or otherwise reflect or are generated from such information (collectively, the “Material”).

You hereby agree that the Material shall be used solely for the purpose of evaluating the proposed conveyance of the Premises, and that such Material shall be kept confidential by you and your representatives: provided, however, that any of the Material may be disclosed to you and your Representatives who need to know the information contained therein for the purpose described above. It is understood that (a) such Representatives shall be informed by you of the confidential nature of such information and you shall cause such Representatives to treat such information confidentially; and (b) you shall maintain a list of those persons to whom such information has been disclosed, which list shall be presented to the Company upon request.

You shall promptly upon the request of Broker and/or Company deliver to the Company all documents furnished by Broker as the Company or its agents to you or your Representatives constituting Material, without retaining any copy thereof. Notwithstanding the return of any Material, you shall continue to be bound by your obligation of confidentiality and your other obligations hereunder.

Although the Company and its agents have endeavored to include in the Material information known to them which they believe to be relevant for the purpose of your evaluations, you understand that neither Broker nor Company makes any representation or warranty as to the accuracy or completeness of any of the Material or any portion thereof. You agree that neither Broker nor the Company nor any of their respective officers, directors, employees or representatives shall have any liability to you or any of your Representatives resulting from the use of the Material by you or your Representatives.

You shall not (i) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Premises or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Premises with any other person or entity except for the Company and Broker, except as may be permitted hereunder, or except as may be required by law.

In the event that you or a Representative becomes legally compelled to disclose all or any part of the Material, you will provide the Company with prompt written notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained or that the Company waives compliance with the provisions of this Agreement, you will furnish only that portion of the Material which is legally required and will exercise your best effort to obtain reliable assurance that confidential treatment will be accorded the Material.

It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that Company shall be entitled to specific performance and injunctive or other equitable relief as remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or in equity to the Company. The parties agree that all disputes hereunder shall be subject to the exclusive jurisdiction of the state of federal courts having jurisdiction over the state in which Premises is located. You expressly agree that the Company is a third part beneficiary hereunder and all terms and conditions herein shall inure to the benefit of the Company

This Confidentiality Agreement will act as a disclaimer for any materials received by you in connection with your client purchase of the premises. The Company recommends that you verify all information supplied to you with your own independent studies or with third party contractors.

You understand and acknowledge that the Broker represents the Seller in this transaction. All brokerage fees payable to Broker will be paid by the Seller. All information supplied by Broker was obtained by third parties and Broker makes no representation regarding Material. If you ask the Broker to locate suitable financing for the acquisition of the Premises, you hereby acknowledge such request will not create an agency relationship between your client and Broker. The term of this Agreement shall be for a period of one (1) year from the date hereof. The Receiving Party and its officers and directors, separately and individually, will not make any effort to circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to indirectly gain the benefits of the Confidential Information, including but not limited to contracting directly to the Owner/Employee of the Property and with any Client/Vendor of the other party which Disclosing Party has identified as having access to the Confidential Information.

This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument

ACCEPTED AND AGREED:

("Receiving Entity-Party")

(Print Name and Title)

(Signature)

Metro Brokers/GMAC Real Estate, Inc.
("Disclosing Broker-Party")

Satwant Singh (Associate)
(Print Name and Title)

(Signature)