

NON-DISCLOSURE AGREEMENT

The prospective purchaser (the "Purchaser") hereby agrees, and will make every effort to comply with the provisions contained herein for its affiliated corporations, entities, persons, accountants, attorneys, employees, agents, family, friends, etc., with regard to the offering for sale, by the owner ("Seller"), of 25 Lewis Street, Greenwich, CT (the "Property"), as follows:

1. For the sole purpose of enabling Purchaser to make a determination as to whether Purchaser would be interested in acquiring the Property, the Seller or its agent agrees to make available to Purchaser in writing such proprietary information which is not available to the public or previously known to Purchaser, and which may include financial statements, leases, vendor and contractor lists, contracts, floor plans, surveys, zoning decisions, computer programs and data, etc. All of the foregoing are hereinafter referred to as the "Proprietary Material".
2. Purchaser acknowledges and agrees that all information disclosed to them relating to the Proprietary Material is the sole and exclusive property of the Seller.
3. In consideration of the Seller making the Proprietary Material available to Purchaser, Purchaser acknowledges and agrees that disclosure of the Proprietary Material by Purchaser to third parties or utilization of such information by Purchaser in furtherance of their own economic interests prior to a closing of any transaction with the Seller may cause damage to the Seller, and, accordingly, Purchaser hereby agrees; (a) to receive and hold all such Proprietary Material in confidence, (b) not to use any Proprietary Material except for the purpose of determining whether to enter into an agreement with the Seller with respect to its acquisition of the Property by purchase, merger or otherwise (a "Transaction") , (c) not to reveal or disclose any Proprietary Material to any third party, other than a party specifically consulted by Purchasers for the purposes of determining whether to finance a Transaction, or otherwise utilize any information relating to the Proprietary material for their own economic benefit without the written consent of the Seller, and (d) to restrict the disclosure of all Proprietary Material to only those employees, agents or representatives of Purchaser who have a "need to know" as part of the process of determining whether an agreement between Purchaser and Seller regarding a Transaction should be entered into, and who also agree to hold all information relating to the Proprietary Material in strictest confidence.
4. Purchaser acknowledges that if it violates any of the provisions of this Agreement, the Seller could sustain irreparable harm, and therefore, in addition to any other remedies which the Seller may have under this Agreement or otherwise, the Seller shall be entitled to an injunction to be issued by any court of competent jurisdiction restraining Purchaser from committing or continuing any such violation of this Agreement.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Purchaser expressly consents and submits to the jurisdiction of the State and Federal Courts located within the State of Connecticut in connection with the resolution of any disputes arising under this Agreement.
6. Without the prior written consent of the Seller, Purchaser will not disclose to any person, except as otherwise provided in Paragraph 3 hereof, either the fact that Proprietary Material has been provided to Purchaser, that discussions or negotiations are taking place concerning a possible Transaction with respect to the Seller or any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.
7. Purchaser acknowledges that the Proprietary Material and other information being provided to Purchaser in no way constitutes or gives rise to or will be deemed to constitute or give rise to any representation or warranty by the Seller as to the accuracy or completeness thereof or as to the nonoccurrence of any changes in the affairs of the Seller since the dates as of which such information is provided.
8. If Purchaser does not enter into a Transaction, the rights of the Seller under this Agreement will be enforceable by the Seller and/or any subsequent purchaser of the Seller.
9. Purchaser agrees that (a) if its investigation of the Seller or the negotiations for a Transaction are discontinued at any time prior to a closing thereof, or (b) at any time upon the request of the Seller, Purchaser will immediately return or cause to be returned to the Seller all originals and/or photocopies of the Proprietary Material that have been furnished to Purchaser or any of their Affiliates by the Seller.

IN WITNESS WHEREOF, this Agreement has been executed as of the _____ day of _____ 2008.

Purchaser

BY: _____