COMMERCIAL REALTY ADVISORS

INC.

CONFIDENTIALITY AGREEMENT

This is an agreement effective on the _____ day of _____, 2005 by and between Commercial Realty Advisors, Inc. (Broker) and _____, (Buyer) acknowledges that the Prospective Buyer has approached Broker with the express purpose of discussing the purchase of **ANY CONFIDENTIAL OFFERING Commercial Realty Advisors, Inc. REPRESENTS**. (Business / Property), for which Broker is acting as agent. Broker further warrants that he has the authority to act as agent for said Business / Property. Broker agrees to provide the Prospective Buyer with certain information, documents, appraisals, opinions of value, and other pertinent information regarding Business / Property and/or their owners, together with any analysis, compilations, studies and/or other documents prepared by Broker which may contain or otherwise reflect data about Business / Property which may be useful to the Prospective Buyer in making an informed decision regarding the purchase of Business / Property. Such information, in whole or in part, together with any analyses, compilations, studies or other documents prepared by Broker regarding Owners, their employees or agents may be non-public, confidential or proprietary in nature. The aforementioned documents et al, are to be hereinafter referred collectively as the "Information". In consideration of Broker furnishing said information, the Prospective Buyer agrees:

1. Information relating to the offered Business / Property will remain confidential and shall not be disclosed by the Prospective Buyer to anyone other than the Prospective Buyer's accountant, attorney, consultants, lender or partner principals (referred to collectively as "Agents"). Further, the Prospective Buyer agrees that such Information will only be transmitted to Buyer's Agents on a need to know basis for the purpose of evaluating the transaction. The Prospective Buyer warrants that Buyer will be responsible for any breach of this Agreement by the Prospective Buyer's Agent.

2. The Information, and all copies thereof, including any derivative documents prepared by the Prospective Buyer's Agents, will be held by the Prospective Buyer, kept confidential pursuant to the terms of this Agreement and returned to the Broker on demand.

3. The term "Information" does not include information that becomes generally available to the public other than as a result of disclosure by the Prospective Buyer or any approved party to whom the Prospective Buyer has transmitted the information, nor does it include information that was available to the Prospective Buyer on a non-confidential basis from a source other than Broker and who is not bound by a confidentiality agreement to Broker.

4. The Prospective Buyer understands and acknowledges the sensitivity of the discussions as they may affect the employees, agents, bankers, customer, clients and/or any other parties having dealings with the Business / Property and agrees to refrain from initiating any intentional direct or indirect communication with any of the foregoing without the express prior written approval of the Broker.

5. In the event the Prospective Buyer chooses not to enter into a written agreement relating to the sale of the Business / Property within 90 days of receipt of Information, Buyer agrees to return original Information and all copies to Broker and to destroy all notes and copies of Information made by the Prospective Buyer's Agents. Should the Prospective Buyer and Business / Property enter into a written agreement, the use of Information shall be governed pursuant to the terms of such written agreement.

6. The Prospective Buyer agrees to indemnify owners of Business / Property for any damages accrued as a result of the Prospective Buyer's breach of this Agreement.

7. The Prospective Buyer agrees that any failure by Buyer to exercise any right, power or privilege hereunder shall not be construed as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or any further exercise of any right, power or privilege hereunder.

8. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Original or facsimile signatures on this Agreement shall be legally binding on all parties.

9. The Prospective Buyer warrants and represents that the Prospective Buyer has assets or sources to finance the transaction available sufficient to conclude the transaction about which he is inquiring.

<u>This is a legally binding document. If you do not understand, seek qualified advice.</u>

_____ _____

Broker , Date Prospective Buyer Date

Duly authorized agent for Commercial Realty Advisors, Inc.

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