

**CONFIDENTIALITY
AND NON-DISCLOSURE AGREEMENT**

(hereinafter, the "**Undertaking**")

This Confidentiality and Non-Disclosure Undertaking is entered into as of 30th August 2011 (the "**Effective Date**") by:

- **Darren K. Indyke PLLC**, whose address is at [REDACTED] (the "Receiving Party") acting as the general counsel and representative of **LSJ LLC** a limited liability company established under the laws of the State of Delaware, USA (the "Buyer"),

In favour of

- **Bedrock SA**, 4 Chemin des Vergers, 1208 Geneva, Switzerland (the "Disclosing Party"), in its capacity as the the duly empowered representative of the Beneficial Owners of the shares of **Mykinai S.A.** and of **Agamemnon S.A.** (the "Sellers") two companies incorporated in Greece;

WHEREAS

- (a) The Buyer is contemplating acquiring – directly or through a subsidiary company – real estate belonging to the Sellers, the details of which will be remitted by Maurice Ephrati or Robert Mizrahi to Mr Darren K. Indyke directly or through Mr Steve Giraud who will also be bound by a similar non disclosure agreement with the Disclosing Party ("the Project");
- (b) In order to carry out its due diligence in relation to the Project, the Receiving Party requires access to facts of confidential nature, information, financial data, business secrets, methods, processes and techniques ("the Information") owned by the Disclosing Party and recognizes that any unauthorized disclosure of such Information could substantially damage the Disclosing Party's business, impair its investments and goodwill, and jeopardise its relationship with partners and related parties;
- (c) Hence, the Receiving Party agrees that such Information shall be subject to all of the terms and conditions set forth below.

NOW THEREFORE, the Receiving Party hereto agrees as follows:

1. **Definitions**

For the purposes of this Agreement, the following capitalised terms shall have the meaning respectively set forth hereby:

- **"Affiliate"** shall mean any entity which controls, is controlled by, or is under common control with a party, and "control" means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise;
- **"Information"** shall mean:
 - all information, analyses, compilations, studies, documents or other material (whether communicated orally, in written form or other means by a Party and/or its Permitted Persons) relating directly or indirectly to the financial and/or business operations of this Party, including, but not limited to, information related to that Party's customers, products, processes, financial condition, employees and/or trade secrets;
 - the existence and content of this Agreement, the proposed terms of the Project and the fact that negotiations are taking place or have taken place;
 - other information disclosed by a Party to the other Party and/or its Permitted Persons, designated as confidential expressly or by the circumstances in which it is provided;
 - information of whatever nature obtained by observation by one Party and/or its Permitted Persons during any possible visits to any premises of the other Party's operations; and
 - any analyses, compilations, studies, documents or other material written or otherwise prepared by a Party and/or its Permitted Persons that reflects or incorporates any Information as described under points (i) to (v) above;

The term Information shall not include:

- a) information or material which at the time of its disclosure is, or which thereafter becomes (other than as a result of any act or default by the Receiving Party), part of the public domain;
 - b) information or material which was already lawfully in the Receiving Party's possession, at the time of disclosure, as proven by its files; and
 - c) information or material which was lawfully disclosed to the Receiving Party on a non-confidential basis by a third party that was not and could not have been known by the Receiving Party to be subject to any legal or contractual prohibition to disclose such information.
- **"Permitted Persons"** means directors, officers, employees, auditors, agents, representatives, contractors and legal or other advisors of the Receiving Party

and/or its Affiliates, whose involvement in the Project is considered necessary and/or appropriate by the Receiving Party.

2. Permitted use of Information

- 2.1 The Disclosing Party agrees to disclose the Information to the Receiving Party and the Receiving Party agrees to use the Information received for the sole purpose of the elaboration, evaluation and implementation of the Project. Any other use of such Information shall be made by the Receiving Party only upon the prior written consent of the Disclosing Party.
- 2.2 The Receiving Party further acknowledges and accepts that the Information may be disclosed to its Permitted Persons, provided that such persons are informed of the confidential nature of the Information and that they agree in writing to be bound by the confidentiality and non-disclosure obligations of this Agreement. In any event, the Receiving Party agrees to be responsible for any breach of this Agreement by its Permitted Persons.

3. Non-disclosure of Information

- 3.1 The Receiving Party undertakes to keep all Information received by it as strictly confidential and not to disclose such Information to any third party.
- 3.2 The provisions of this Undertaking shall not prevent the Receiving Party from disclosing any Information which it is required to disclose pursuant to (i) any binding court or administrative decision (ii) any applicable legal or regulatory requirement and/or (iii) any binding request of any competent governmental or regulatory authority, provided that it shall make all reasonable efforts to challenge such order, decision or request and – unless prohibited from doing so - shall provide the Disclosing Party with prompt notice before such Information is disclosed and shall cooperate with the Disclosing Party in order for the latter to seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall disclose only that portion of the Information which it is obliged to disclose pursuant to items (i) to (iii) of this paragraph.

4. Return of Information

- 4.1 The Receiving Party shall be obliged at any time upon the Disclosing Party's written request to return immediately all materials (in written, electronically stored or other form) which contain Information or alternatively, at its own discretion, to destroy all material containing Information, confirming the destruction of all such materials to the Disclosing Party in writing, specifying the nature of all material destroyed as well as the means used to perform said deletion or destruction. The Disclosing Party agrees that one copy of the Information may be retained under

secure conditions by the Receiving Party only where the Receiving Party is under a mandatory, statutory or regulatory obligation to retain a copy or does so to comply with the rules or binding requests of any regulatory body. Whenever such copy is retained, the Receiving Party shall notify the Disclosing Party of this fact in writing and the provisions of articles 2 and 3 of this Undertaking shall remain in full force for the period any copy of the Confidential Information is retained.

- 4.2 The Receiving Party further undertakes to destroy, upon the Disclosing Party's written request, any documentation, memoranda, notes and other written materials prepared by the Receiving Party on the basis of the Information (except to the extent the receiving Party is under a mandatory, statutory or regulatory obligation to retain a copy or does so to comply with the rules or binding requests of any regulatory body) and also, to the extent reasonably practicable, to destroy any such document and material saved in computers, on any machine-readable storage facilities and device, whether fixed or movable, or any other media and to confirm the destruction of all such materials to the Disclosing Party in writing, specifying the nature of all material destroyed.

5. License

The provision of Information under this Undertaking shall not constitute any grant, option or license to the Receiving Party, under any patent or other rights now or hereafter held by the Disclosing Party with respect to the Information.

6. Representations and warranties

Other than as may be provided in a binding Undertaking, the Receiving Party understands and acknowledges that neither the Disclosing Party nor any of its respective directors, officers, employees, auditors, agents, representatives and advisors, nor any of its Affiliates:

- a) shall make any representation or warranty, express or implied, in respect of the accuracy or completeness of any Information; and
- b) shall be liable for the use of the Information or the consequences of such use.

The Receiving Party further acknowledges and accepts that the Disclosing Party shall retain the right to determine, in its sole discretion, which Information it wishes to disclose and make available to the Receiving Party.

7. No obligation to enter into future agreement

No legal obligation of any kind whatsoever with respect to any mandate or transaction may arise out of or be created by virtue of this Undertaking.

Specifically, the Receiving Party will not be obliged to make a proposal with respect to the Project and the Beneficial Owner of the Sellers shall not be obliged to mandate the Receiving Party thereof by virtue of this Undertaking.

8. Equitable Remedies

The Receiving Party acknowledges and agrees that any breach of the covenants set forth herein could cause the Disclosing Party irreparable injury and that monetary damages would not be sufficient remedy for any such breach. Accordingly, the Receiving Party agrees that in event of breach of any of the covenants contained in this Undertaking, the Disclosing Party will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provisions of this Undertaking. The Receiving Party further agrees that no bond or other security shall be required in obtaining such equitable relief and the Receiving Party hereby consents to the ordering of specific performance.

9. Sequence of events

The Receiving Party acknowledges and agrees that the sequence of events will be as follows:

- Execution of the NDA by the Parties and the persons visiting the Property;
- Visit of the Property;
- Initiation of discussions between the Parties as to a possible Agreement relating to the terms, conditions and parameters of the Project;
- Execution of a Memorandum of Understanding relating to the terms, conditions and parameters of the Project and of a possible Agreement relating thereto.

10. Term

This Undertaking shall become effective as from the Effective Date and shall survive the completion of the Project without any limitation in time.

11. Benefit and Assignability

This Undertaking shall be binding upon and shall inure to the benefit of the Parties, the Beneficial Owner and the Sellers, their Affiliates and their successors and assigns.

Any assignment shall only be valid if agreed to in writing by the Parties.

12. Entire Undertaking - Amendments

This Undertaking sets forth the entire Undertaking of the Receiving Party with respect to the subject matter hereof. No amendment or modification of this Undertaking shall be effective unless expressly agreed to in writing by the Disclosing Party. It is understood and agreed that no failure or delay by the Disclosing Party, the Beneficial Owner or either of the Sellers in exercising any right, power or privilege under this Undertaking shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

13. Severability

If any provision of this Undertaking is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions thereof shall continue in full force and effect.

15. Applicable Law - Jurisdiction

The terms and conditions of this Undertaking shall be governed by and construed in all respects in accordance with Swiss law. Any dispute, controversy or claim arising out of or in relation to this Undertaking, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be

one; The seat of the arbitration shall be in Geneva, Switzerland; The arbitral proceedings shall be conducted in English.

Name: _____

For and on behalf of

Darren K. Indyke PLLC

In acknowledgment

Name: _____

For and on behalf of

Bedrock S.A.
