

NON-DISCLOSURE and NON-CIRCUMVENTION AGREEMENT

This AGREEMENT (herein the "Agreement") is dated and effective as of March 11, 2013, ("Effective Date"), between [REDACTED]ward [REDACTED]cial Group, LLC and [REDACTED]rier Development Partners, LLC (together with any and all of their affiliates, representatives, agents, successors and assigns, collectively the "Discloser") and [REDACTED] [REDACTED]el [REDACTED]ises, [REDACTED]C [REDACTED]her [REDACTED]th any [REDACTED]d [REDACTED]s [REDACTED]ffiliates, [REDACTED]idaries, [REDACTED]representatives, [REDACTED]ts, successors and assigns, the "Recipient")

RECITALS

A. The parties acknowledge that it may be necessary for Discloser to provide to Recipient certain Information (as defined below), considered to be confidential, valuable and proprietary to Discloser, for the purpose of enabling Recipient to evaluate a potential business relationship with Addiction Research and Treatment Corporation ("ARTC") in connection with the sale or joint venture for the development of ARTC's property located at 22 Chapel Street, Brooklyn, New York (collectively the "Project").

B. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans, analysis and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser or any third party suppliers or agents of Discloser, and also includes the fact that such information has been provided by the Discloser, the fact that the parties are discussing the Project and any terms, conditions or other facts with respect to the Project (collectively "Information"). Information provided by Discloser before execution of this Agreement and in connection with the Project is also subject to the terms of this Agreement.

C. Discloser is providing this Information to Recipient, and Recipient is interested in obtaining this Information, in each case, for the sole purpose of evaluating a potential business relationship with Discloser in respect of the Project.

IN CONSIDERATION of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

A. Confidentiality and Non-Disclosure

1. Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.

2. Recipient agrees to use Information solely in connection with the Project and for no other purpose. Recipient may provide Information only to Recipient's professional consultants including, but not limited to, its architects, engineers, attorneys, lenders, as well as to Recipient's employees who: (a) have a substantive need to know such Information in connection with the