

NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of _____ (the “**Effective Date**”) by and between, Adv. Ofer Shapira and Adv. Oded Goldstein As receivers on the "Pledged Assets" as defined in Tel-Aviv district court's resolution dated 2.12.10 ("**The Receivers**" and), at 1 Azrieli Center, Tel-Aviv, Israel, including all affiliated and subsidiaries companies being part of the Pledged Assets on the one hand (the “**Disclosing Party**”) and _____, on the other (the “**Receiving Party**”).

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. Confidential Information

For the purpose of this Agreement “**Confidential Information**” means any and all information, disclosed by the Disclosing Party to the Receiving Party, whether in oral or in written form, including but not limited to documentation, technical or business information, ideas, plans, drawings, models and rights-of-way, requirements, standards, financial and non-financial data, marketing, trade secrets, know-how, customer and tenants lists, prices, as well as any and all intellectual and industrial property rights contained therein and/or in relation thereto; provided however, that Confidential Information shall not include information which (i) is or becomes lawfully in the public domain other than through a breach of any non disclosure agreement or any confidentiality obligation, (ii) was known to the Receiving Party prior to the disclosure, as evidenced by it, (iii) was independently developed by or for the Receiving Party without reference to or use of Confidential Information received from the Disclosing Party, (iv) was lawfully obtained by the Receiving Party from a third party without violation of a confidentiality obligation, (v) The Disclosing Party agrees in writing that it may be disclosed by the Receiving Party, or (vi) is required or compelled by law to be disclosed, provided that the Receiving Party gives reasonable prior written notice to the Disclosing Party to allow it to seek protective or other court orders.

2. Nondisclosure Obligations

2.1 Confidential Information of a Disclosing Party shall be used by the Receiving Party solely for the purpose of evaluating a possible business transaction between the Parties. Each party shall hold the other party’s Confidential Information in strictest confidence and shall not disclose the other party’s Confidential Information without the prior written

consent of such other party, which consent may be withheld at such other party's sole discretion. Each party may disclose the other party's Confidential Information to such party's employees, if any, on a need-to-know basis only. The Receiving Party may disclose confidential information to professional advisors, including lawyers, accountants and board members (herein called "**Permitted Persons**") only after the written consent of the Disclosing Party and only after it shall procure that all of its Permitted Persons shall execute in writing at least a like obligation of confidentiality with respect to the confidential information and shall comply with the provisions hereof on the same terms and conditions as a Receiving Party, and such obligation will be handed to the Disclosing Party or its proxy . The Receiving Party shall be responsible for compliance with and for any breach by itself or its employees and Permitted Persons of all of the terms and covenants herein. Each party agrees to take all reasonable precautions to protect the Confidential Information of the other party, but in no event less than a reasonable degree of care. For the avoidance of any doubt, it is hereby agreed that the Receiving Party shall have no obligations whatsoever with respect to a breach by any third party of the confidentiality obligations specified under this Agreement, if the transfer of such Confidential Information to such third party was legitimate under the provisions of this Non Disclosure Agreement and/or approved by the Disclosing Party, in accordance with Section 1(v) above.

2.2 Nothing in this Agreement shall prohibit either party from disclosing Confidential Information of the other party if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding ("**Required Disclosure**"), provided that the discloser then shall (i) give the other party prompt notice of such Required Disclosure prior to disclosure providing it an opportunity to obtain a protective order; and/or (ii) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

3. Confidentiality of information

All Confidential Information of a Disclosing Party is and shall remain the property of the Disclosing Party. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, either express, implied or by estoppel, to any Confidential Information of a Disclosing Party, or under any patent, copyright, trademark or trade secret of the Disclosing Party.

The Receiving Party may not make additional copies of the confidential information without the Disclosing Party's prior consent to be given on a case by case basis.

4. Non-reliance

All Confidential Information furnished under this agreement will be provided by the Disclosing Party "As Is". Neither party make any warranties, express or implied, regarding the accuracy, completeness, performance, merchantability, fitness for use, non-infringement of third parties, rights, or other attributes of its respective confidential information.

5. Withdrawal from the agreement

Immediately upon the decision by either party not to enter into the transaction or agreement contemplated by the parties hereto, and based on the Disclosing Party's written request, the Receiving Party shall either destroy and certify such destruction or return to the Disclosing Party all copies or extracts of the Disclosing Party's Confidential Information, in any medium and destruct it. Such complete return or destruction will be promptly and duly confirmed in writing to the Disclosing Party or its proxy by the Receiving Party.

6. Abidance to the terms and conditions of this agreement

The Receiving Party agrees to abide by each and every term and condition set forth herein. Each party acknowledges that each of such terms and conditions is necessary to preserve the confidentiality of the information provided to it and that a breach of any of the terms and conditions hereof will result in irreparable damage to the Disclosing Party /parties in an amount now impossible to calculate and, thereof, in the event of such breach, the Disclosing Party shall be entitled (in an addition to any other rights and remedies it may have at law or in equity) to have an injunction issued by any court of competent jurisdiction enjoining it and any other person involved therein from commencing such breach.

7. Inapplicability of this agreement

Nothing contained in this Agreement shall be construed to require either party to disclose or receive Confidential Information of the other party. Nothing in this Agreement shall be construed to require either party to negotiate or enter into any business transaction with the other party and any such business transaction shall be governed solely by its applicable written agreement entered into by the parties if, when and as executed by the parties.

8. Independency of parties

The parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties. Each party shall be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other party. Neither party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other party.

9. Inside Information

We hereby acknowledge that the Company's bonds are listed for trading in the Tel-Aviv Stock Exchange, and therefore the Confidential Information or any part thereof might be considered as Inside Information as this term is defined by the Securities Act of 1968 (תשכ"ח-1968) (חוק ניירות ערך, תשכ"ח-1968). We hereby declare that as of the date hereunder we do not hold any bonds or other securities of the Company, and we undertake not to acquire any bonds or other securities of the Company within three months after receiving Confidential Information from you or the Company or anyone on your behalf. In addition, we undertake not to provide Confidential Information to anyone holding securities of the Company and/or anyone who might consider any transaction related to securities of the Company.

10. Written notices

Any notice required or permitted hereunder shall be in writing and deemed to have been duly given on the day of service if served personally or sent by facsimile, or five days after the date of mailing, if mailed by registered mail, postage prepaid and addressed as set forth in the beginning of this Agreement (or such other address as furnished by the addressee in writing).

11. Jurisdiction clause

This Agreement and any matters that are connected directly and/or indirectly to it, shall be governed, construed and interpreted according to the laws of the State of Israel, without regard to the rules pertaining to conflicts of laws. Any dispute related to this Agreement shall be settled exclusively in the venue of the competent courts of Tel –Aviv, Israel.

12. Termination of this agreement

This Agreement shall terminate three (3) years following the Effective Date. Nevertheless, either party may terminate this agreement providing thirty (30) days prior written notice to the other party. The obligations of the Receiving Party with respect to Confidential Information received prior to termination, will survive for a period of three (3) years following the Effective Date.

13. Invalid conditioning

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. This Agreement shall not be modified except by a written agreement signed by both parties. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

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

In witness whereof, we the undersigned executed this Agreement on the date first above written:

By: _____

Name: _____

Title: _____

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