

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made effective on the date indicated below (the "Effective Date") by and between the undersigned prospective purchaser (the "Prospect"), and SCHOOLS FOR SALE INTERNATIONAL, INC. ("SFSI") regarding the school to be identified as School #3002 (the "School").

The Prospect wishes to enter into discussions or negotiations relating to the potential acquisition of the School by Prospect, during which the School and/or SFSI may disclose to Prospect certain information that the School and SFSI deem confidential and proprietary.

In consideration of the release to Prospect of any and all information, in any form or medium, written, electronic or oral, concerning or relating to the School that is furnished to or on behalf of the Prospect by or on behalf of the School (the "Evaluation Material" or "Confidential Material"), Prospect, and its Representatives (as defined below), shall:

1. keep such Evaluation Material strictly confidential;
2. only use the Evaluation Material for evaluation of the School in connection with deciding whether to purchase the School;
3. not disclose, nor allow access to, Evaluation Material to or by any other party, other than as required by law, regulation or legal process or with respect to the parties set forth in #5 below;
4. not disclose the fact that Evaluation Material has been made available by the School or SFSI to Prospect or the fact that the School is interested in a possible sale, or that discussions with respect thereto are taking place or are proposed, other than as required by law, regulation or legal process or with respect to the parties set forth in #5 below;
5. disclose Evaluation Material only to those directors, officers, employees, affiliates, consultants, accountants, attorneys and other representatives, including potential financing sources, necessary in connection with Prospect's consideration of a possible transaction with the School (collectively, "Representatives"), each of whom shall be, prior to such disclosure, informed of the provisions of this Agreement and that the Evaluation Material is being given to them in confidence and shall be bound by this Agreement or substantially equivalent obligations of confidence;
6. at the request of SFSI or the School, return to the School or destroy all copies of Evaluation Material and all notes, analyses or other documents related thereto;
7. not, without the School's and SFSI's prior written consent, duplicate any of the Evaluation Material;
8. maintain, and upon the School's or SFSI's demand will provide the School with a list of all persons to whom the Evaluation Material has been disclosed and the number of copies of the Evaluation Material that have been made; and

9. not originate, issue or consent to any publicity, press release or other public announcement written or oral whether to the press or otherwise, or contact the School's accrediting agency, the state department of higher education in the School's state, the US Department of Education, or any other agency relating to the School or this possible transaction, without the School's prior written consent.

For the purposes of the foregoing, Evaluation Material shall not include information that:

1. is available to the public other than as a result of a disclosure by Prospect;
2. is already rightfully in Prospect's possession or known to Prospect prior to its disclosure to Prospect by SFSI or the School; or
3. is obtained, after the date hereof, by Prospect from another party who, to the knowledge of Prospect, is lawfully in possession of such information and not in violation of any confidentiality agreement with the School in disclosing Evaluation Material to Prospect.

Prospect agrees that the Evaluation Material is the property of the School and SFSI and the disclosure of the Evaluation Material to Prospect does not result in the Prospect's obtaining any license or other property rights in the Evaluation Material.

Prospect shall be responsible for any breach of this Agreement by its Representatives.

Prospect understands and acknowledges that neither the School nor SFSI is making any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material or any other information provided to Prospect.

Unless otherwise agreed to by both parties hereto in writing, all (i) communications regarding the Evaluation Material, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding procedures, will be submitted or directed to SFSI or , at the option of the School, only to individuals designated by the School for such purpose.

If Prospect or its Representatives receive a request to disclose all or any information contained in the Evaluation Material under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, they shall (a) immediately notify the School and SFSI orally and in writing of the existence, terms and circumstances surrounding such a request, (b) consult with the School and SFSI on the advisability of taking legally available steps to resist or narrow such request, and (c) if disclosure of such information is required, exercise your commercially reasonable best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such information.

Prospect agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the Prospect and that the School and/or SFSI be entitled to equitable relief, including injunction and specific performance, as a remedy of such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity to the School or SFSI.

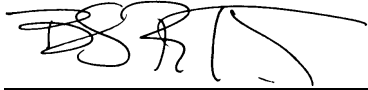
Prospect agrees that this agreement shall be governed by the laws of the state of the School's principal office (determined without regard to conflict of laws principal) and that any claims or disputes hereunder shall be heard exclusively before the federal or state court sitting in the state of the School's principal office and all parties consent to such jurisdiction and waive any claims of *forum non conveniens*.

Prospect agrees that it shall be bound to this agreement and this agreement shall be enforceable by the School, even though the School has not executed this agreement.

Unless the Prospect acquires the School or its business, Prospect agrees that for a period of three years following the date of this agreement, it will not, directly or indirectly, contact, employ, offer employment to or participate in any discussions concerning employment with any person who, as of the date of this agreement is an employee of the School. Notwithstanding the preceding sentence, this Agreement shall not restrict Prospect from hiring any person, other than an administrator or a director of the School, who responds to a general solicitation for employment.

With the exception of the terms in the paragraph immediately above, the terms of this agreement shall expire two years from the date of its execution by the Prospect below.

SFSI
Schools for Sale International, Inc.



By: Barry J. Berkowitz
Its: President
2831 NW 23rd Court, Boca Raton, FL 33431
Phone: (561) 483-9554; Fax: (561) 451-4602
Email: bjberk@comcast.net

PROSPECT

Name _____ Title _____

School/Business _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Email _____ Mobile _____

Signature _____ Date _____ (“Effective Date”)