



BUYER CONFIDENTIALITY AND REGISTRATION AGREEMENT

Pad to 99 NJ-17 North, Lodi, NJ

Dear Sir or Madam:

Walseth Investment Company (“Broker”) has been granted the exclusive right to market and sell certain real property, an approximately 1.74 acre development pad located adjacent to 99 NJ-17 North, Lodi, NJ (the “Property”). You have requested information to evaluate the acquisition and purchase of the Property, directly or indirectly, or an interest therein (the “Proposed Transaction”). To receive an offering memorandum (“Offering Memorandum”) or other information relating to the Proposed Transaction, please read, sign and return this confidentiality agreement (“Agreement”) to Broker.

The Offering Memorandum and the information contained therein are of a confidential and proprietary nature. By signing this Agreement and accepting the Offering Memorandum and/or other information regarding the Proposed Transaction and/or the Property, you agree that information relating to the Proposed Transaction including, without limitation, information relating to the Property, the tenants, the seller (“Seller”), and their respective parents, subsidiaries, affiliates, officers, directors, employees, representatives and those claiming by or through them (collectively “Confidential Information”) shall, except as expressly provided herein, (i) be kept strictly confidential, whether furnished before or after the date hereof, whether furnished orally, electronically or in written or hard copy form, whether or not marked “Confidential” and regardless of the manner in which it is furnished, (ii) not be disclosed to any person, and (iii) be used only for the purpose of evaluating and negotiating the Proposed Transaction; provided, however, that you may disclose Confidential Information to your representatives who agree in writing to be bound by the terms of this Agreement and who have a need to know such information to assist with your evaluation and negotiation of the Proposed Transaction. It is understood and agreed that this Agreement creates no obligation on Seller to enter into the Proposed Transaction or any agreement relating to the Proposed Transaction. As used in this Agreement, the terms “you,” “your,” and/or “Buyer” mean “_____”. **(INSERT BUYER NAME)**

The Offering Memorandum, analyses, projections and other information prepared by Broker (collectively the “Broker Materials”) has been prepared for use by a limited number of parties to provide summary, unverified information to prospective purchasers and to establish only a preliminary level of interest in the Proposed Transaction. You acknowledge and agree that the Broker Materials are not a substitute for a thorough due diligence investigation by Buyer and that Broker and Seller make no representations or warranties concerning the accuracy or completeness of the information contained in the Broker Materials or the suitability of the information for your purposes. You further acknowledge and agree that Buyer is solely responsible for conducting its own due diligence investigation, that Buyer shall not rely upon Broker or the Broker Materials for any purpose in connection with Buyer’s evaluation of the Proposed Transaction, and that neither Broker, its salespersons, representatives, agents or affiliates make any representation or warranty, express or implied, regarding the Proposed Transaction, the Property or any other matter relating thereto. You also acknowledge and agree that Broker does not represent or warrant that there has been no change in the financial, operating or physical condition of the Property since the Broker Materials were prepared and that analysis and verification of the information contained in the Broker Materials is solely your responsibility.

You agree that, except as otherwise agreed by Broker in writing any and all communications regarding a Proposed Transaction or requests for information will be submitted or directed to Broker. You also agree not to initiate or maintain contact with any officer, director, employee, agent, representative, lender, or loan servicer of Seller or its affiliates (or any receiver or trustee appointed by Seller, a lender, loan servicer, court or other person) regarding the Property or a Proposed Transaction without Broker's express written consent, which may be withheld at Broker's sole and absolute discretion for any reason or no reason. It is understood that Broker will provide contacts for due diligence purposes if and when that becomes appropriate.

You represent and warrant that (i) you are a principal and not acting on behalf of any other party for any purpose relating to the subject matter of this Agreement, (ii) you have not had any discussion regarding the Property or the Proposed Transaction with any other broker, salesperson or person claiming entitlement to the payment of a commission, finder's fee or referral fee other than Broker, (iii) you will not have a claim against Broker or Seller for a commission or other fee if the Proposed Transaction closes, and (iv) Broker shall be deemed the procuring broker of Buyer, its affiliates, or any person or entity you represent or have an interest in connection with the Proposed Transaction.

Buyer shall indemnify and hold Seller and Broker harmless from and against any claims, causes of action or liabilities, including, without limitation, reasonable attorney's fees and court costs, which may be incurred with respect to any commissions, brokerage fees, referral fees or finder's fees claimed by any person or entity representing you in the Proposed Transaction or to whom you have agreed to pay a fee upon the closing of the Proposed Transaction. You further agree to indemnify, defend, protect and hold harmless Seller, Broker and their respective affiliates from and against any and all claims, damages, demands, liabilities, losses, costs or expenses (including reasonable attorneys' fees) arising from or relating the breach of this Agreement, misfeasance or nonfeasance of Buyer and/or Buyer's parents, subsidiaries, affiliates, employees, officers, directors, members, shareholders, agents or representatives.

Upon the termination of your consideration of the Proposed Transaction or upon Broker's request, whichever is earlier, you shall return all Confidential Information, whether in written, printed, electronic, or other form, disclosed to you by Seller and/or Broker and you shall certify the destruction of any reports, analyses, compilations, memoranda, notes and any other written or electronic materials prepared by you or your representatives which contain, reflect or are based upon Confidential Information or information from which Confidential Information can be derived.

You acknowledge that irreparable harm would occur to Broker and/or Seller if Confidential Information is disclosed in violation of this Agreement or any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, you agree that Broker and/or Seller shall, without prejudice to any rights to monetary damages or other relief to which they may otherwise be entitled, have the right to equitable relief, including a preliminary and/or permanent injunction, in the event of any breach of the provisions of this Agreement and that will not oppose the granting of such relief on the basis that Broker and/or Seller have an adequate remedy at law. You also agree to waive any requirement for the securing or posting of a bond in connection with Broker's and/or Seller's request for such relief.

If you or anyone to whom you transmit Confidential Information pursuant to this Agreement (the "Compelled Party") becomes legally compelled to disclose any of the Confidential Information, you and the Compelled Party will provide Broker with prompt notice thereof so that Broker and/or Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained by Broker or Seller, or Broker or Seller waives compliance with the provisions of this Agreement, you agree that the Compelled Party shall furnish or cause to be furnished only that portion of the Confidential Information which the Compelled Party is legally required to disclose and will exercise

commercially reasonable efforts to obtain reliable assurances that confidential treatment is accorded the Confidential Information so furnished.

You acknowledge and agree that Seller expressly reserves the right, at its sole and absolute discretion, to reject any or all expressions of interest or offers regarding the Property and/or the Proposed Transaction and to terminate discussions with you or any other person at any time with or without notice. Seller shall have no obligations to you or any other person reviewing the Confidential Information or making an offer to purchase the Property to enter into the Proposed Transaction unless and until a definitive written agreement governing the terms and conditions of the Proposed Transaction has been fully executed, delivered, and approved by the Seller, and any conditions to Seller's obligation(s) thereunder have been satisfied or waived in writing. You further acknowledge and agree that Seller reserves the right, in its sole and absolute discretion, to negotiate with other interested parties and to enter into a definitive agreement regarding the sale of the Property with such other parties without prior notice to you or any of your representatives and that you shall not have any claims arising from any such discussions against Seller, Broker and/or their representatives unless and until a definitive agreement is executed between you and Seller.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by final binding arbitration administered before a single arbitrator by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Unless the parties agree otherwise, the arbitration shall be governed by the AAA's Expedited Procedures. The parties also agree that the AAA's Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The AAA's fees and charges shall be paid equally by the parties as they become due, provided that the prevailing party shall be awarded its costs and expenses associated with any dispute concerning this Agreement, including reasonable attorneys' fees from the non-prevailing party. If either party fails to pay its share of the AAA's fees or expenses as they become due, and such failure is not cured within five days of receiving written notice thereof from the other party or the AAA, such party shall be deemed to have defaulted and the arbitrator shall enter final judgment in favor of the non-defaulting party.

Notice: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in court or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.

Buyer's Initials _ _ _ _

The person signing this Agreement represents and warrants that he/she has the authority and is duly authorized to enter into this Agreement on Buyer's behalf and to bind Buyer to the terms and conditions set forth herein; this Agreement constitutes the full and complete understanding between the parties and supersedes any and all prior agreements, arrangements, and understandings, whether oral or written, between the parties relating to the subject matter addressed herein; this Agreement shall be deemed to have been jointly drafted and shall be construed without regard to any presumption or other rule of law requiring construction against the party who caused it to be drafted; this Agreement shall be governed in all respects by the laws of the state in which the Property is located without regard to that state's conflict of law or choice of law rules; this Agreement may not be amended, modified or changed orally, but only by written agreement signed by Buyer and Broker; no waiver of any provision of this Agreement by any party shall (i) be effective unless in writing signed by the party

against which it is asserted, or (ii) constitute a waiver of any other provision of this Agreement; in case any one or more of the provisions contained in this Agreement shall be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired; this Agreement may be executed in counterparts, the originals (or email, pdf, or facsimile transmissions of such originals) of which, taken together, shall constitute one instrument.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this Agreement, whereupon this Agreement will constitute our agreement with respect to the subject matter hereof.

Sincerely,
Walseth Investment Company

A handwritten signature in black ink that reads "Michael C. Walseth". The signature is written in a cursive, slightly slanted style.

BY:
Michael Walseth, President & Founder

AGREED AND ACCEPTED:

Buyer's Signature:

Print Name:

Title:

Company:

Address:

Phone:

Email:

Date: