111 Littleton Rd #111
Parsippany, NJ 07054
Tel: 201-825-2229
www.hudsonatlantic.com

PROSPECTIVE PURCHASER'S CONFIDENTIALITY AGREEMENT

Property Address: Northwood Manor, Jake Brown Road, Old Bridge, NJ 08857

The Hudson Atlantic Realty Advisors, Inc. ("Hudson Atlantic Realty") has available for evaluation certain information concerning the property(ies) referenced above (the "Property") relating to the expressed interest in the purchase of the Property (collectively, the "Evaluation Materials"). Hudson Atlantic Realty is prepared to furnish the Evaluation Materials to you in connection with discussions and negotiations concerning the possible sale of the Property to you only on the condition that you agree to treat the Evaluation Materials confidentially, as hereinafter provided. Therefore, in consideration of Hudson Atlantic Realty furnishing the Evaluation Materials to you, you hereby represent and agree as follows:

1. The Evaluation Materials furnished to you will not be used by you for any purpose other than to evaluate a possible purchase of the Property by you as principal exclusively for your own account and not as a broker, finder, or similar agent. Therefore, you agree to keep all Evaluation Materials (other than information that is a matter of public knowledge or is provided in other sources readily available to the public not in violation of this Agreement) strictly confidential; provided, however, that any of the Evaluation Materials may be disclosed to employees of yours as well as to your law and accounting firms and other professional representatives, financing sources and consultants (including architects, engineers, lenders, environmental consultants, appraisers and other such representatives and consultants), who need to know such information for the purpose of evaluating a possible purchase of the Property by you (collectively, the "Permitted Parties"). All such Permitted Parties shall be disclosed to Hudson Atlantic Realty in writing prior to any oral, written, electronic or other disclosure or distribution of any of the Evaluation Materials to such Permitted Parties. Such Permitted Parties shall be informed by you of the confidential nature of the Evaluation Materials and shall be directed by you to treat the same with strict confidence, and such Permitted Parties shall enter into a Confidentiality Agreement with Hudson Atlantic Realty, the provisions of which agreement shall be substantially similar to the provisions of this Agreement.

2. You will not make any of the Evaluation Materials available, or disclose or distribute, either orally, in writing, electronically or otherwise, any of the contents of the Evaluation Materials, to any person other than the Permitted Parties, unless (i) such person has been identified to Hudson Atlantic Realty, (ii) Hudson Atlantic Realty has approved in writing the furnishing of Evaluation Materials or such disclosure to such person, and (iii) such person has entered into a Confidentiality Agreement with Hudson Atlantic Realty, the provisions of which shall be substantially similar to the provisions of this Agreement.

3. Without Hudson Atlantic Realty's prior written consent, you will not and will direct the Permitted Parties not to disclose to any person either the fact that discussions or negotiations are taking place concerning a possible purchase of the Property by you or any of the terms, conditions, or other facts with respect to any such possible purchase, including the status thereof. The term "person" as used in this Agreement shall be interpreted broadly and shall include, without limitation, any corporation, company, partnership, entity, individual or other third party other than the Permitted Parties.

4. You agree that you will not contact the tenants, owner(s), mortgagee(s), leasing broker(s), property management or other staff of the Property in connection with your review of the Evaluation Materials. Any and all questions related to the Evaluation Materials or the Property must be directed solely to Hudson Atlantic Realty.

5. You will promptly upon Hudson Atlantic Realty's request return all Evaluation Materials furnished to you, whether furnished before or after the date hereof, without retaining copies thereof. Further, you agree not to incorporate any information contained in the Evaluation Materials into any retrieval system, whether electronic, mechanical or otherwise.

6. You acknowledge that neither Hudson Atlantic Realty, nor any person acting on Hudson Atlantic Realty's behalf, have made any representation or warranty as to the accuracy or completeness of the Evaluation Materials, or the suitability

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of the information contained therein for any purpose whatsoever, and any representation or warranty in connection therewith is hereby expressly excluded. The Evaluation Materials provided to you are subject to, among other things, correction of errors and omissions, addition, or deletion of terms, change of price or terms, withdrawal from the market without notice, and prior sale. You agree that neither Hudson Atlantic Realty, nor persons acting on Hudson Atlantic Realty's behalf, shall have any liability to you resulting from the delivery to, or use by, you or any of the Permitted Parties (or other parties to whom Hudson Atlantic Realty consents), of the Evaluation Materials or otherwise with respect thereto, and you agree to defend, indemnify and hold Hudson Atlantic Realty, Hudson Atlantic Realty's successors and assigns, harmless from and against all loss, damage or expense, including attorneys' fees, sustained or incurred by us by reason of any unauthorized distribution or disclosure of the Evaluation Materials by you or any of the Permitted Parties (or other parties to whom Hudson Atlantic Realty consents).

7. You acknowledge that Hudson Atlantic Realty is providing you with the information with the expectation that Hudson Atlantic Realty will earn and be paid a commission in any transaction with the Property owner(s). You agree that you will not directly or indirectly circumvent Hudson Atlantic Realty's participation and role in this matter.

8. All offers, negotiations, and Property inspections shall be through Hudson Atlantic Realty.

9. Any broker representing a buyer on this transaction shall be compensated directly from the buyer they represent as there is no cobroke fee being offered.

> The confidentiality obligations under this Agreement shall remain in effect for a period of two (2) years from the date of this Agreement, and thereafter shall expire and be of no further force or effect (except with respect to any claim arising from a breach occurring during that period).

10. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey. Each party acknowledges and submits to the jurisdiction of the courts of New Jersey.

11. No changes to this Agreement shall be binding upon the parties unless agreed to in writing.

Please acknowledge your agreement to and acceptance of the foregoing by signing this Agreement where indicated below, and return the same to Hudson Atlantic Realty.

A fully executed copy of this Agreement will be returned to you for your files.

Individual's Name (Please Print):_____

Company Name:_____

Title: _____

*Signature:*_____

Sincerely,

Adam Zweibel
Hudson Atlantic Realty
Managing Partner