

Declaration of Confidentiality

62 Flanders-Bartley Road | Flanders, NJ

The undersigned is requesting a confidential offering memorandum (the "Memorandum") for the sale of 62 Flanders-Bartley Road in Flanders, New Jersey (the "Property"). This Memorandum and any related technical, commercial, business or other information referring to, describing, incorporating, or otherwise relating to the Property ("Confidential Information") are intended solely for your limited use and benefit in determining whether you desire to express further interest in the acquisition of the Property ("Purpose"). Therefore, by receipt of this Memorandum you irrevocably agree to the following:

This Memorandum contains Confidential Information pertaining to the Property and does not purport to be a representation of the state of affairs of the Property or the owner of the Property (the "Owner"), to be all-inclusive or to contain all or part of the information which prospective investors may require to evaluate a purchase of real property. All financial projections and information are provided for general reference purposes only and are based on assumptions relating to the general economy, market conditions, competition and other factors beyond the control of the Owner and CBRE, Inc. Therefore, all projections, assumptions and other information provided and made herein are subject to material variation. All references to acreages, square footages, and other measurements are approximations. Additional information and an opportunity to inspect the Property will be made available to interested and qualified prospective purchasers. In this Memorandum, certain documents, including leases and other materials, are described in summary form. These summaries do not purport to be complete nor necessarily accurate descriptions of the full agreements referenced. Interested parties are expected to review all such summaries and other documents of whatever nature independently and not rely on the contents of this Memorandum in any manner.

Neither the Owner or CBRE, Inc, nor any of their respective directors, officers, Affiliates or representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of this Memorandum or the Confidential Information shared, and no legal commitment or obligation shall arise by reason of your receipt of this Memorandum or use of the Confidential Information; and you are to rely solely on your investigations and inspections of the Property in evaluating a possible purchase of the real property.

The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers to purchase the Property, and/or to terminate discussions with any entity at any time with or without notice which may arise as a result of review of this Memorandum. The Owner shall have no legal commitment or obligation to any entity reviewing this Memorandum or making an offer to purchase the Property unless and until written agreement(s) for the purchase of the Property have been fully executed, delivered and approved by the Owner and any conditions to the Owner's obligations therein have been satisfied or waived. The disclosure of Confidential Information does not constitute any right to any property rights. The Confidential Information remain the sole property of the Owner.

This Memorandum and the Confidential Information are of a confidential nature, shall be used exclusively for the Purpose, that you will hold and treat it in the strictest confidence and that you will not disclose this Memorandum or any Confidential Information to any other entity or person without the prior written authorization of the Owner or CBRE, Inc. You also agree that you will not use this Memorandum or any Confidential Information in any manner detrimental to the interest of the Owner or CBRE, Inc. Further, you agree that within 5 (five) days after receipt of request from Owner or CBRE, Inc, you will return any Confidential Information of Owner received under this Memorandum or certify in writing to Owner and CBRE that all such Confidential Information has been destroyed.

Any violation of this Memorandum by you may cause irreparable harm to Owner. Upon any actual or threatened violation of this Memorandum by you, Owner is entitled to seek preliminary and other injunctive relief against such violation, in addition to any other rights or remedies which Owner may have at law or in equity. This Memorandum shall be subject to the substantive law in force in the laws of the State of New York, without reference to any of its conflict of law rules.

Recipient's confidentiality obligation hereunder terminates only in case and to the extent that the Confidential Information becomes available to the public through no breach of confidentiality obligations. If after reviewing this Memorandum, you have no further interest in purchasing the Property, kindly return this Memorandum to CBRE, Inc.

Acknowledged and agreed:

Company Name: _____

By: _____ Date: _____

(Please print clearly)

Title: _____

Authorized signature: _____

Street address: _____ City: _____ State: _____ Zip: _____

Email: _____

(Please print clearly)

Phone: _____

Upon execution, please email to allyson.labbate@cbre.com or fax to (201) 712-5650.

