

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (this “**Agreement**”), dated _____ is by and among RIPCO Real Estate on behalf of CBRE, INC (collectively “**Disclosing Party**”), and _____ a duly licensed real estate broker in the State of New Jersey on behalf of _____ (collectively “**Receiving Party**”). Disclosing Party and Receiving Party are collectively referred to herein as the “**Parties**”.

RECITALS

A. The Parties desire to enter into discussions with one another concerning the sale of the real property known as 635 Bay Avenue, Toms River New Jersey 08753 (the “**The Transaction**”) and, in connection with such discussions and the Transaction itself (if consummated), Disclosing Party will provide sensitive and confidential financial and operational information to Receiving Party (the contents of which are collectively referred to herein as, the “**Confidential Information**”).

B. The Parties agree that the Confidential Information will be kept confidential in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Nondisclosure of Confidential Information. Receiving Party shall keep confidential and not disclose to any person any Confidential Information which is not generally known to the public; provided, however, that Receiving Party shall be permitted to disclose any Confidential Information to the extent required by court order or under applicable law. The Receiving Party may also disclose, distribute or disseminate the Confidential Information to any of its officers, directors, members, managers, partners, employees, agents or other persons (its “**Representatives**”) provided that the Receiving Party reasonably believes that those Representatives have a need to know and such Representatives are bound by confidentiality obligations at least as restrictive as those contained herein. The term Confidential Information does not include any information which: (a) is or becomes available to the public other than by disclosure you or its Representatives in violation of this Agreement; (b) was demonstrably known to you previously with no obligation to hold it in confidence; (c) is independently developed by you without recourse to the Confidential Information; or (d) is approved for release by written authorization of the Client, but only to the extent and subject to such conditions as may be imposed in such written authorization.

2. Legal Remedies. The parties agree that if any of the Parties breach the terms and obligations contained in this Agreement, or if a breach hereof is threatened, the remedy at law may be inadequate, and therefore, without limiting any other remedy available at law or in equity, an injunction, restraining order, specific performance, and other forms of equitable relief shall be available against the disclosing party. The parties expressly waive any requirement for the posting

of bonds or other surety in connection with the issuance of injunctive or equitable relief. The successful party in any action or proceeding brought to enforce this Agreement shall be entitled to recover the costs, expenses, and fees incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses.

3. Potential Commission. In the event a transaction between the parties is fully executed, the Receiving Party's Broker shall look to their client for compensation, and shall have indemnify in writing both the Disclosing Party and the Disclosing Party's against any claims for compensation for representing their clients.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to the conflict of laws provisions thereof. The parties consent to the exclusive jurisdiction and venue in any court of competent jurisdiction in New Jersey and in the United States Southern District Court for New Jersey, and to service of process under the statutes of New Jersey.

5. Term. The term of this Agreement shall commence on the date of mutual execution hereof by the Parties and continue until the second anniversary of the date of this Agreement.

6. Entire Agreement. No representations or covenants of any kind have been made by either party hereto regarding the matters set forth herein. This Agreement may only be modified or amended by an agreement in writing duly executed and delivered by each of the parties hereto.

7. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstances shall to any extent be deemed invalid or unenforceable under applicable law, then the remainder hereof and the application of such a term, covenant, or condition to the person, entity or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and the application of such a term, covenant, or condition to the person, entity or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

8. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing.

[Signatures on the following page.]

This Agreement has been executed on the dates set forth below to be effective as of the date first set forth above.

Disclosing Party:

By: _____

RIPCO Real Estate, LLC

Name: _____

Title: _____

Receiving Party:

By: _____

Broker: _____

Name: _____

Title: _____

Email: _____

Phone: _____

By: _____

Principal: _____

Name: _____

Title: _____

Email: _____

Phone: _____