

## Leggett & Platt, Inc. Net-leased Investment

### CONFIDENTIALITY AND REGISTRATION AGREEMENT

The undersigned registered potential purchaser ("Registered Potential Purchaser") and the undersigned ("Buyer's Broker") are interested in obtaining information regarding the property known as 966 Perry Hwy. Mercer, PA 16137 (the "Property") in order to evaluate the possible acquisition of the Property (the "Proposed Transaction") by Registered Potential Purchaser from the owner ("Owner"). Owner has indicated that all inquiries and communications with respect to the Proposed Transaction be directed to Brett Weil of Planters Realty. By accepting this Agreement and the Evaluation Materials (as hereinafter defined), the Registered Potential Purchaser and Buyer's Broker agrees as follows:

1. Confidentiality. Any information with respect to the Property, Proposed Transaction and Owner (collectively, the "Evaluation Materials") provided to the Registered Potential Purchaser and Buyer's Broker by Owner, Owner's representative and/or Listing Broker and/or any of their respective consultants, agents or employees (collectively, the "Seller Parties") will be used solely for the purpose of evaluating the Proposed Transaction and will not be used or duplicated for any other purpose. Registered Potential Purchaser and Buyer's Broker shall keep all Evaluation Materials strictly confidential and shall not disclose it to any employee or consultant of Registered Potential Purchaser or Buyer's Broker ("Related Parties") unless they need to know such Evaluation Materials in connection with their work related to this Agreement; and, agree to execute and be bound by the terms of this Agreement. Registered Potential Purchaser and Buyer's Broker agrees that (i) they will not communicate with tenants of the Property without the prior written consent of Owner or Owner's representative; (ii) upon demand by Seller Parties, all Evaluation Materials, and written notes, photographs, memoranda, or notes made or taken by the Registered Potential Purchaser and Buyer's Broker shall be returned to Seller Parties, and any Evaluation Materials in electronic or digital form shall be destroyed or deleted from electronic devices, media, and computers; (ii) except as set forth in this Agreement, Registered Potential Purchaser and Buyer's Broker shall treat all of the information received from Seller Parties, as confidential, whether or not so designated by Seller Parties.

2. No Disclosure. Registered Potential Purchaser and Buyer's Broker shall not (i) disclose the fact that discussions or negotiations are taking place concerning the Proposed Transaction or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the Proposed Transaction with any other person or entity (including tenants) except for Owner, Owner's representative and Listing Broker, except as may be expressly permitted elsewhere in this Agreement and, in such case, only in strict accordance with the provisions hereof. In the event that any Registered Potential Purchaser, Buyer's Broker or Related Parties become legally compelled to disclose all or any part of the Evaluation Materials Registered Potential Purchaser or Buyer's Broker will provide Owner's representative with prompt written notice so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Registered Potential Purchaser and Buyer's Broker acknowledge that damages may be inadequate to protect against breach of these provisions and therefore agree in advance to the granting of injunctive relief as described above in Owner's favor without proof of actual damages, in addition to any other remedies available at law or in equity. In the event that such protective order or other remedy is not obtained, or that Owner waives compliance with the provisions of this Agreement, in such instance, Registered Potential Purchaser and Buyer's Broker will furnish only that portion of the Evaluation Materials which is legally required and will exercise best efforts to obtain reliable assurance that confidential treatment

will be accorded the Evaluation Materials. Registered Potential Purchaser and Buyer's Broker shall reimburse Seller Parties for all costs and expenses, including reasonable attorneys' fees incurred by Seller Parties in successfully enforcing Registered Potential Purchaser's and Buyer's Broker's obligations under this Agreement.

3. No Representations by Seller Parties. None of Seller Parties make any representations or warranties as to the accuracy or completeness of the Evaluation Materials or that actual results will conform to any projections contained therein. Owner, Owner's Representative and Listing Broker expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Evaluation Materials, or in any other written, oral or other communications transmitted or made available to Registered Potential Purchaser and/or Buyer's Broker by Seller Parties, including, without limitation, computer disks containing files with financial data or projections.

4. No Obligation. Owner is under no legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this Agreement, the delivery of any Evaluation Materials, any discussions concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto. Nothing contained herein is intended to create any obligation whatsoever of Owner to pay any commission or compensation to Buyer's Broker or confer upon the Registered Potential Purchaser any right to purchase the Property or any part thereof or any obligation of Owner to sell or otherwise enter into negotiations or any agreement relating thereto.

5. Authority. The Registered Potential Purchaser and Buyer's Broker represent and warrant that the undersigned have all company, partnership, limited liability company or corporate authority required to execute this Agreement and that their execution hereof shall be binding on the Registered Potential Purchaser and Buyer's Broker.

6. Counterparts. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party preparing this Agreement or any part hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution by facsimile signature, or by electronic mail in "portable document format" form, shall have the same effect as execution by original signature.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, which is applicable to contracts made and to be performed wholly within Maryland.

*[The remainder of this page intentionally left blank]*

ACCEPTING PARTY

Registered Potential Purchaser Information:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

Please make a copy of this signed request for your records, then fax to (443) 927-9336:  
Planters Realty                      Attn: Brett Weil  
Agreement can also be e-mailed to bweil@plantersrealty.com

I/We acknowledge and accept the foregoing terms of the Confidentiality and Registration Agreement.

**Re: 966 Perry Hwy.**

Registered Potential Purchaser

Buyer's Broker

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_