



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is between Seller (as defined below) and the other party or parties identified on the signature page hereof (including, without limitation, such party's or parties' affiliates, collectively, "Reviewer") and serves to confirm our agreement concerning certain material, data and information concerning the Best Buy property located at 1851 Deptford Center Road, Deptford, New Jersey (the "Subject") and a transaction contemplated with respect to the Subject (the "Transaction"). Reviewer has received, and in the future may receive, from Seller and/or its employees, trustees, members, partners, subsidiaries, agents, advisors, shareholders or representatives or any affiliate of any of the foregoing (collectively, "Seller") confidential information concerning the Subject and related matters. As a condition to Reviewer being furnished with Information (as defined below), Reviewer agrees to treat as confidential such Information strictly in accordance with the provisions of this Agreement.

1. For the purposes of this Agreement, the term "Information" includes, but is not limited to, all documents, financial statements, reports, forecasts, projections, surveys, diagrams, records, engineering reports and all other written or oral information, as well as diskettes and other forms of electronically transmitted data, furnished or made available to, or at the direction of, Reviewer, or Reviewer's employees, trustees, members, partners, subsidiaries, agents, advisors, shareholders, counsel or representatives or any affiliate of any of the foregoing (collectively, its "Representatives") by or on behalf of Seller relating to the Subject, the Transaction or related matters, as well as any written memoranda, notes, analyses, reports, compilations, or studies prepared by Reviewer or any Representative (in whatever form of medium) that contain, or are derived from, such documents or other information furnished or made available by or on behalf of Seller. Notwithstanding the foregoing, the term "Information" does not include information furnished or made available by or on behalf of Seller if such information (a) is or becomes generally available to the public, other than as a result of a disclosure by or through Reviewer or its Representatives in violation of this Agreement; or (b) is or becomes available to Reviewer from a source (other than Seller or its respective agents, representatives or advisors) not bound, to the best knowledge of Reviewer or its Representatives, by any legal, contractual or other obligation prohibiting or limiting the disclosure of Information.

2. Reviewer agrees that neither it nor any of its Representatives shall disclose Information to any person or entity except as expressly permitted by this Agreement. Reviewer further agrees that it and each of its Representatives will use Information exclusively for the purpose of evaluating the Transaction and not for any other purpose whatsoever. Notwithstanding the foregoing, Reviewer may disclose Information to any Representative who needs to know such Information for the purpose of evaluating the Transaction; provided that Reviewer shall inform each such Representative of the confidential nature of the Information and the restrictive terms of this Agreement and Reviewer shall either (a) obtain an agreement therefrom (in form and substance satisfactory to Seller) in favor of Seller to abide by the terms of this Agreement, or (b) be liable for any disclosure or use by any such Representative in violation of this Agreement.

3. Without the prior written consent of Seller, Reviewer will not disclose, and will ensure that its Representatives will not disclose, the fact that Information has been furnished or made available, that discussions or negotiations are taking place concerning the Subject or the Transaction, or any of the terms, conditions or other facts with respect to the Transaction (or any other potential transaction involving the Subject), including the status thereof. For the purposes of this Agreement, these matters are also included in the definition of "Information."

4. Notwithstanding the provisions of Section 2 and 3, Reviewer or its Representatives may without liability hereunder disclose Information, to the extent required or requested pursuant to Applicable Law; provided Reviewer complies with the remainder of this Section. For the purposes of this Agreement, "Applicable Law" means a legal requirement or request by subpoena, interrogatory, deposition, or request for information under any applicable law, rule or regulation (including those of any stock exchange) or pursuant to any judicial, regulatory or administrative order or civil investigation, demand or similar legal, regulatory or administrative process. If Reviewer or its Representatives desires to disclose any Information



under the circumstances contemplated by the preceding sentences, Reviewer will: (a) provide Seller with prompt notice thereof; (b) consult with Seller on the advisability of taking steps to resist or narrow such disclosure; (c) cooperate with Seller in any attempt that Seller may make to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Information; and (d) subject to the foregoing, disclose only that portion of Information that Reviewer is advised (by written opinion of counsel, a copy of which is given to Seller) that Reviewer is legally required or requested to disclose.

5. Reviewer agrees that all written Information and all copies thereof, as well as analyses, compilations, studies or other documents prepared by or for Reviewer (to the extent the same contain Information), upon the earlier of termination of discussions concerning the Subject or the Transaction or upon Seller's written request, will be returned to Seller promptly or be destroyed (and in the latter event, Reviewer shall promptly deliver to Seller a certificate by a duly authorized officer of Reviewer attesting to such destruction).

6. Reviewer acknowledges and agrees that neither Seller nor any other person or entity has made or is authorized to make any representations or warranties whatsoever including, without limitation, any representations as to the accuracy or completeness of any Information furnished or made available hereunder, and that no such person will have any liability relating to the Information or for any errors therein or omissions therefrom. Reviewer further agrees that none of Reviewer or its Representatives is entitled to rely on the accuracy or completeness of the Information and that they will not make any claim against Seller or any other person or entity based on or relating to the Information and that they will be entitled to rely solely on those representations and warranties, if any, made by Seller in the definitive written documentation for the Transaction, subject to such limitations and restrictions as may be specified therein.

7. Reviewer acknowledges that significant portions of Information are proprietary in nature and that Seller would suffer significant and irreparable harm in the event of the misuse or disclosure of Information. Without affecting any other rights or remedies that Seller may have at law or in equity, Reviewer acknowledges and agrees that Seller shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any breach, threatened breach or anticipatory breach of the provisions of this Agreement by Reviewer or its Representatives.

8. Reviewer understands that until and only if Seller executes a definitive agreement with Reviewer governing the Transaction, there shall be no obligation whatsoever on the part of Seller to enter into the Transaction with Reviewer or any other person or entity, and no rights of Reviewer with respect to the Subject, the Transaction or any other transaction involving the Subject.

9. Reviewer agrees to indemnify and hold harmless Seller its direct and indirect shareholders, partners, members, officers, trustees, directors, employees, agents, attorneys, advisors or representatives from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) asserted against or incurred by Seller and its direct and indirect shareholders, partners, members, officers, trustees, directors, employees, agents, attorneys, advisors or representatives as a result of (a) a breach, violation of, or failure to comply with, the provisions of this letter by Reviewer or any of its Representatives or by any person to whom they have disclosed the Information or (b) any claim from any broker or third party claiming to act or have acted on behalf of Reviewer.

10. This Agreement shall expire one year from the date hereof.

For the convenience of the parties, this letter agreement may be executed by facsimile or email and in counterparts, each of which shall be deemed to an original, and both of which, taken together, shall constitute one agreement binding on both parties.

Please indicate your agreement by signing below, whereupon this Agreement shall become a binding agreement governed by and construed in accordance with the laws of the State of Illinois.



**Acknowledged and Agreed to:**

Name of Reviewer (**BUYER**):

Name of Representative (**BROKER**):

\_\_\_\_\_  
*[Company]*

\_\_\_\_\_  
*[Company]*

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Address:

\_\_\_\_\_  
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\_\_\_\_\_

Contact Person: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

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

Please complete and return to Randy Blankstein via email [Rblank@bouldergroup.com](mailto:Rblank@bouldergroup.com) or fax 847.589.1217