



Confidentiality and Buyer Registration Agreement and Statement

MBP Capital, Inc. (“Broker”) has compiled information, research, property data, numbers and information regarding different properties and has provided a web site (“Web Site and its content” or “www.mbpcapital.com”) that allows Investors, Brokers, Sellers, or Buyers (“Buyers”) to view certain CONFIDENTIAL INFORMATION.

In order to view the Web Site, the Buyer must register in the Guestbook located on the Home Page of the MBP Capital, Inc. Web Site. By registering, the Buyer is ACCEPTING this Agreement. The Web Site and its content has been prepared by Broker for use by a limited number of parties and does not purport to provide a necessarily accurate summary of the property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information which prospective Buyers may need or desire. All projections have been developed by Broker and designated sources and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of the Seller and Broker and therefore are subject to variation. No representation is made by Broker or the Seller as to the accuracy or completeness of the information contained herein, and nothing contained herein shall be relied on as a promise or representation as to the future performance of the property. Although the information contained herein is believed to be correct, the Seller and its employees disclaim any responsibility for inaccuracies and expect prospective purchasers to exercise independent due diligence in verifying all such information. Further, Broker, the Seller and its employees disclaim any and all liability for representations and warranties, expressed and implied, contained in or omitted from the Web Site and its content or any other written or oral communication transmitted or made available to the Buyer. The Web Site and its content does not constitute a representation that there has been no change in the business or affairs of the property or the Owner since the date of preparation of the Web Site and its content. Analysis and verification of the information contained in the Web Site and its content are solely the responsibility of the prospective Buyer. Additional information and an opportunity to inspect the property will be made available upon written request to interested and qualified prospective Buyers.

By accepting this Agreement, the Web Site and its content, you agree to indemnify, defend, protect and hold Seller and Broker and any affiliate of Seller or Broker harmless from and against any and all claims, damages, demands, liabilities, losses, costs or expenses (including reasonable attorney’s fees, collectively “Claims”) arising, directly or indirectly from any actions or omissions of Buyer, its employees, officers, directors or agents.

By accepting this Agreement, the Web Site and its content, you acknowledge that you are a principal and not an agent of or acting on behalf of any other party in connection with the acquisition. Buyer acknowledges that he/she is aware that any Agent/Broker other than MBP Capital, Inc. must be registered on this Confidentiality Agreement to be eligible to participate in the fee. Furthermore, Buyer acknowledges that it has not had any discussion regarding this Property’s Sale with any other broker or agent other than Broker or an agent/broker properly identified through this registration process, including but not limited to, resolutions of incomplete, conflicting or duplicate registrations. Buyer shall indemnify and hold Seller and Broker harmless from and

against any claims, causes of action or liabilities, including, without limitation, reasonable attorney's fees and court costs which may be incurred with respect to any claims for other real estate commissions, broker's fees or finder's fees in relation to or in connection with the Property to the extent claimed, through or under Seller.

The Seller and Broker each expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time with or without notice. The Seller shall have no legal commitment or obligations to any entity reviewing the Web Site and its content or making an offer to purchase the Property unless a written agreement for the purchase of the Property has been fully executed, delivered, and approved by the Seller and its legal counsel, and any conditions to the Seller's obligation thereunder have been satisfied or waived.

The Web Site and its content and the contents, except such information, which is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Web Site and its content, you agree that you will hold and treat it in the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the Web Site and its content or any of the contents to any other entity (except to outside advisors retained by you, if necessary, for your determination of whether or not to make an offer and from whom you have obtained an agreement of confidentiality) without prior written authorization of the Seller or Broker, and that you will not use the Web Site and its content or any of the contents in any fashion or manner detrimental to the interest of the Seller or Broker.

No employee of seller or at the subject property is to be contacted without the written approval of the listing agents and doing so would be a violation of this confidentiality agreement.

By Registering on the Web Site, you are ACCEPTING this Confidentiality Agreement and you hereby authorize MBP Capital, Inc. to contact you regarding our web site, our properties listed, or any other properties that we list in the future.

AGREED AND ACCEPTED:

By Buyer through Registration on the Guestbook at www.mbpcapital.com ("Web Site")