



CONFIDENTIALITY AND REGISTRATION AGREEMENT (“Agreement”)

We acknowledge that MAY, LLC (“Seller”), through MacKenzie Commercial Real Estate Services, LLC (“Broker”), has available certain information (“Evaluation Materials”) regarding the property commonly known as 23077 Three Notch Road, California, Maryland 20619 (“Property”). Seller and Broker are prepared to furnish the Evaluation Materials to us in connection with discussions concerning our possible purchase of the Property only under the terms and conditions listed below:

1. We will use the Evaluation Materials solely for evaluating a possible purchase exclusively for our own account, as principal in the transaction, and not as a broker or agent for ourselves or any other person. Therefore, we agree to keep all Evaluation Materials strictly confidential provided, however, that the Evaluation Materials may be disclosed to our directors, officers, or employees, as well as our counsel, accounting firms, and financial institutions who need to know such information for the purpose of assisting us with our possible purchase of the Property. These parties shall be informed by us of the confidential nature of the Evaluation Materials and shall be directed to treat such information with strict confidence.

We agree not to copy or duplicate, and will direct our representatives who are given access not to copy or duplicate, the Evaluation Materials. We will return the Evaluation Materials to you promptly if we decide not to go forward with the purchase or if requested by you. If we violate the terms of this Agreement, the Owner or Broker will have the right, in addition to any other right the Owner or Broker may have, to seek injunctive relief to restrain any breach or threatened breach by us.

We agree that we will not disclose and we will direct our representatives who are given access to the Evaluation Materials not to disclose to any person the fact that the Evaluation Materials have been made available to us and/or that discussions or negotiations are occurring or will occur, or any of the terms, conditions, or other facts with respect to the possible purchase of the Property.

Although you have endeavored to include in the Evaluation Materials information that you believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither the Owner nor Broker make any representation or warranty as to the accuracy or completeness of the Evaluation Materials. We agree that the Owner and Broker shall not have any liability to us as a result of our use of the Evaluation Materials and it is understood that we are expected to perform and are responsible for such due diligence investigations and inspections of the Property.

2. We acknowledge that Broker has an exclusive listing to sell the Property and the Broker will be acting as the Seller’s Agent in the transaction. We represent that no broker or agent represents us or will represent us in any possible transaction involving the Property.

AGREED:

Signature

Date

Printed Name

Company

A MacKenzie Company