

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The undersigned (“Recipient”), on behalf of itself and the undersigned’s officer, directors, shareholders, partners, members, agents, employees, attorneys, accountants, contractors, analysts, auditors, regulators, assigns, successors and affiliates, including any entities to be formed in connection with or in order to complete any transaction related to the exchange of Confidential Information as defined below (collectively, the “Recipient’s Representatives”), in consideration of the agreement of the party identified as the “Disclosing Party,” to disclose, provide and reveal certain confidential and proprietary factual and financial confidential information, does hereby agree with the Disclosing Party as follows:

1. Upon Recipient’s execution of this Agreement and/or within a reasonable time thereafter, Disclosing Party will provide, or cause to be provided to Recipient a Confidential Information Memorandum (the “Memorandum”), which shall identify the Disclosing Party and describe certain agricultural real property owned by the Disclosing Party located within the State of California, U.S.A. (the “Property”). The Memorandum shall also contain information concerning the Property which may include without limitation, legal descriptions, title information, soils, soil conditions, production histories, plantings, varieties of permanent crops, spacing, root stock information, ages of permanent crops, irrigation water information, encumbrances, easements, border disputes, environmental information, information about irrigation water sources, wells, pumps, motors, pipelines, drainage facilities, frost protection equipment (if any), maps, equipment used in the operation of the Property, ideas, business concepts, business plans, innovations, secrets, solutions and other proprietary information, including projections, current and historical financial and factual information concerning Disclosing Party, and the Property, marketing and market data, strategic planning information, designs, codes, systems, trade secrets and other similar non-public information, including the fact that Disclosing Party is willing to consider offers for the purchase of the Property (collectively, the “Confidential Information”), all of which will be held by Recipient and Recipient’s Representatives in trust and confidence as herein provided. For purposes hereof, “Confidential Information” shall not include such information that: (a) is or becomes after disclosure to Recipient, generally available to the public other than as the result of an unauthorized disclosure thereof; (b) becomes available to Recipient from a source not otherwise bound by or subject to a confidentiality agreement with Disclosing Party or who is not otherwise prohibited from transmitting the information to Recipient; or (c) was known to Recipient prior to its disclosure to Recipient pursuant hereto.
2. Recipient and Recipient’s Representatives will use the Confidential Information exclusively and solely for the purpose of evaluating it and formulating an offer (“Offer”), negotiating the terms, which may result in the purchase of the Property or other acquisition of rights related to the Property, or to produce maps, drawings, studies, brochures and other information to be used in connection with the solicitation of an Offer.
3. Except as required by applicable law, regulation or legal process, Recipient and Recipient’s Representatives will safeguard the Confidential Information and will not: (a) disclose the fact that Recipient has entered into discussions regarding a possible purchase or other acquisition of the Property, or that the Property has been or may be offered for sale or subjected to the market; (b) at any time, in any fashion, form or manner, either directly, indirectly or through Recipient’s Representatives, divulge, disclose, release, publish, disseminate or communicate any of the Confidential Information to any person,

firm, corporation or entity in any manner whatsoever, (except to Recipient's Representatives who are directly participating in the evaluation or negotiation of the Offer); (c) use any of the Confidential Information for: (i) Recipient's benefit except to analyze, evaluate, understand and negotiate the terms and provisions of the Offer, (ii) to the detriment of Disclosing Party, its business, or the Property or (iii) for any other purpose other than to analyze, evaluate, understand and negotiate the terms and provisions of the Offer; (d) without the prior written consent of Disclosing Party, directly or indirectly, in any manner, (i) request, influence or induce any action from another third party recipient of the Confidential Information under an agreement similar to this Agreement, or any customer of Disclosing Party, (ii) induce or attempt to induce any employee or potential employee of Disclosing Party to leave his or her employment, or decline employment by Disclosing Party, or (iii) induce or attempt to induce any party contracting with Disclosing Party to breach, alter or amend his, her or its contract with Disclosing Party.

Recipient will disclose the Confidential Information to the Recipient's Representatives on a need-to-know basis for the sole purpose of analyzing, evaluating, understanding and negotiating the terms and provisions of an Offer or a definitive purchase agreement. Recipient will (x) inform each such person to whom disclosure is made of its obligations of non-disclosure pursuant to this Agreement, (y) direct and cause all of Recipient's Representatives to treat the Confidential Information as confidential and to be bound by the terms of this Agreement, and (z) use its commercially best efforts to cause the Recipient's Representatives to abide by those obligations.

If Recipient is requested pursuant to, or required by applicable law or regulation or by legal process, to disclose any Confidential Information, Recipient shall provide Disclosing Party with prompt notice of such request or process in order to enable Disclosing Party to seek an appropriate protective order in Disclosing Party's sole discretion.

4. At any time, upon Disclosing Party's request, Recipient shall promptly deliver to Disclosing Party any and all Confidential Information, including without limitation, all copies, summaries, analyses, or extracts thereof or based thereon in the possession or under the control of Recipient or Recipient's Representatives. Upon receipt of such request, Recipient shall delete any Confidential Information which it may have stored in magnetic data form on a computer, tape, disc or other similar device and provide Disclosing Party with an appropriate certificate of destruction. Notwithstanding the foregoing, Recipient may retain one copy of the Confidential Information, which shall perpetually be subject to this Agreement notwithstanding its expiration, if required by law, regulation or rules on an exchange on which Recipient's shares or interests are sold and to which Recipient is subject.

5. Recipient and Recipient's Representatives shall not, without Disclosing Party's prior written consent and approval of content, disclose, make any statement, or public announcement, or any release to trade publications, the press or any other media, or to any competitor, customer, supplier, contractor, employee or any other third party with respect to the Offer, the discussions, evaluation or negotiations thereof, that an Offer has been made or negotiations or discussions are taking place or that the Confidential Information has been made available to Recipient, except (a) as required by law or by a court of competent jurisdiction and then, only on prior written notice to Disclosing Party, or (b) in accordance with Section 3 hereof.

6. Recipient agrees that in the event of a violation of this Agreement, Disclosing Party shall also have the right to bring such legal or equitable action as may be appropriate, including without prejudice to any rights and remedies otherwise available, the right to equitable relief by way of injunction. Recipient agrees and acknowledges that money damages would not be an adequate remedy for Disclosing Party in the event of Recipient's breach of this Agreement.

7. Recipient understands and agrees that the disclosure of the Confidential Information hereunder by Disclosing Party shall not constitute a waiver of any applicable attorney-client, attorney work-product, patent, trade secret, or other non-disclosure privilege, privacy right or similar protection against disclosure which may be applicable; that failure or delay by Disclosing Party in exercising any right, power or privilege hereunder will not operate as a waiver, abandonment or relinquishment thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder.
8. Except for this Agreement, neither Disclosing Party nor Recipient shall be committed in any way with respect to the Offer or any other legal or contractual arrangement unless and until a binding, formal, written agreement with respect to such matters is entered into and signed by appropriately authorized persons on their respective behalves.
9. Recipient confirms that any Confidential Information disclosed to Recipient or any of Recipient's Representatives who were then acting in such capacity on behalf of the Recipient prior to the execution of this Agreement, is likewise subject to the terms of this Agreement as if such disclosure occurred after the execution of this Agreement.
10. The obligations of Recipient and Recipient's Representatives under this Agreement shall continue as to each item of Confidential Information until the earlier of: (a) the Offer has been fully consummated in accordance with its final negotiated terms and disclosure of such Confidential Information is authorized as a part of such transaction; (b) disclosure is legally required; (c) the Confidential Information ceases to be Confidential Information for reasons other than its wrongful disclosure; or (d) three (3) years from the date of this Agreement.
11. This Agreement shall be governed by the laws of the State of California (without regard to its conflict of laws or choice of law rules) and jurisdiction over any actions to enforce or interpret this Agreement shall be vested in the courts of the State of California. In the event any legal proceedings are brought by either party to interpret or enforce this Agreement or any of its terms or provisions, the party prevailing in such action shall be entitled to recover from the other party, its costs thus incurred, including reasonable attorney's fees.
12. This Agreement may be executed in separate counterparts, which taken together shall constitute one and the same document.
13. If any provision of this Agreement is held invalid or unenforceable for any reason, such invalidity of unenforceability shall apply only to the particular aspect of such provision found invalid or unenforceable and shall not affect any other provision of this Agreement. To the fullest extent allowed by law, this Agreement shall be construed as if the applicable provision had been more narrowly drafted so as not to be invalid or unenforceable.
14. Except as otherwise provided in this Agreement, all notices hereunder shall be in writing and shall be given by personal delivery, overnight courier service, or by registered or certified mail (postage prepaid and return receipt requested) addressed as set forth below in Section 16 in the case of Disclosing Party's authorized agent and below the signature line in the case of Recipient, or at such other address as a party may designate by notice to the other party. Notice sent pursuant to or required by this Agreement shall be deemed given (a) in the case of personal delivery, on the date of such delivery; (b) in the case of overnight air courier, on the next business day following the day sent; and (c) in the case of mailing by first class certified or registered mail, postage prepaid, return receipt requested, on the fifth business day following such mailing.

15. This Agreement contains the entire understanding between the parties hereto with respect to the disclosure and exchange of Confidential Information and supersedes all prior agreements and understandings between them with respect thereto. This Agreement may not be changed or modified or released, discharged, abandoned, or otherwise terminated in whole or in part, except by a written instrument signed by the parties hereto.

16. Viewing of the Property is by appointment only. Recipient and Recipient's Representatives shall make prior arrangements for physically viewing and/or inspecting the Property by contacting Disclosing Party's Exclusive Representative: The Mendrin Group, 6442 N. Maroa Avenue, Fresno, CA 93704, Al D. Mendrin 559.288.0671 Cell, Josh A. Mendrin 559.448.7085 Cell, 559.436.0151 Fax, Email [al@londonproperties.com](mailto:al@londonproperties.com).

IN WITNESS WHEREOF, Recipient has executed this Agreement to be effective for all purposes as of \_\_\_\_\_, 2015.

Recipient(s) Name \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Cell \_\_\_\_\_

Email \_\_\_\_\_

**DISCLOSING PARTY AND DESCRIPTION OF THE PROPERTY:**

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