

REGISTRATION & CONFIDENTIALITY AGREEMENT

October 2013

PROPERTY: Big Island Ventures Land ≈5,880 Acres SELLER: **HI BIV LAND LLC** (“Seller”)
(Go to www.KauCoffeeandRanchLands.com for list of properties.)
District of Kaʻu, Island & County of Hawaiʻi

Kennedy Wilson (**KW**) is acting as the advisor with respect to the marketing and solicitation of offers in connection with the sale of the above identified property (the “**Property**”). KW and Seller have available to review certain information concerning the Property which includes, without limitation, certain materials and plans pertaining to the Property (collectively, the “**Informational Materials**”). The undersigned potential purchaser and its broker, if any (collectively, “**Potential Purchaser**”), understands that all information provided by KW and Seller regarding the sale of the Property, including, but not limited to, any marketing materials (along with any photographs, maps, and artwork contained therein) shall be considered part of the Informational Materials and shall be treated in accordance with the provisions hereof. Informational Materials will not include information or documents that: a) Potential Purchaser can demonstrate were known by Potential Purchaser prior to the disclosure thereof by KW or Seller; b) came into the possession of Potential Purchaser from a third party which is not under any obligation to maintain the confidentiality of such information or documents; c) has become part of the of the public domain through no act or fault of Potential Purchaser in violation hereof; or d) Potential Purchaser can demonstrate were independently developed by or for Potential Purchaser without the use of the Informational Materials.

KW and Seller will not permit the disclosure of any Informational Materials to a Potential Purchaser unless Potential Purchaser has executed this Agreement. Upon KW’s receipt of this executed Agreement, the Informational Materials will be provided for the Potential Purchaser’s consideration in connection with the possible purchase of the Property, subject to the conditions set forth herein.

1. All Informational Materials pertaining to the Property, including information conveyed via the spoken word, that are furnished to the Potential Purchaser shall be held in the strictest confidence and shall be used solely for the purpose of Potential Purchaser’s consideration of a purchase of the Property and shall not be copied or reproduced except as necessary for the consideration of the purchase of the Property. Upon KW’s request, the Potential Purchaser shall destroy all Informational Materials and copies thereof and provide KW with written certification of such destruction.
2. The Informational Materials may be disclosed to the Potential Purchaser’s partners, employees, legal counsel and lenders (“**Related Parties**”) only on a need-to-know basis for the purpose of evaluating the potential purchase of the Property; provided, however, that the Potential Purchaser shall inform such Related Parties of this Agreement and the confidential nature of the Informational Materials and shall be responsible for a breach of this Agreement by any Related Parties.
3. Potential Purchaser shall not: (a) disclose (other than to Related Parties) the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property or any of the terms thereof, (b) contact any of the tenants of the Property with respect to the subject matter hereof without the prior consent of Seller.
4. The Informational Materials are not intended to be all inclusive or to contain all information that a prospective purchaser may desire. The Potential Purchaser understands and acknowledges that all the Informational Materials have been obtained from third parties and neither the Seller, nor KW, nor any of their employees or agents (a) make any representations or warranties as to the accuracy or completeness of the Informational Materials, and (b) have independently verified the information contained in them. Potential Purchaser acknowledges that the Seller and KW have no responsibility to update the Informational Materials.
5. Potential Purchaser acknowledges it is acting solely on their behalf with respect to the proposed purchase of the Property, and not as a broker, and in the event the Potential Purchaser is represented by a broker, the broker must register such representation below. KW shall split with the Potential Purchaser’s broker a portion of the sales commission up to an equivalent of two percent (2.0%) of the sales price of the Property upon the Potential Purchaser closing on a purchase of the Property.
6. The Potential Purchaser hereby indemnifies and holds harmless the Seller and KW, and their respective affiliates, shareholders, directors, officers, employees, agents, and successors and assigns against and from any loss, liability, or expense, including attorney’s fees, arising out of any breach of any of the terms of this Agreement or arising from any broker, agent or finder claiming a commission or other fee by or through Potential Purchaser.
7. Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice.
8. Potential Purchaser agrees that, if Seller or KW brings an action to enforce the provisions of this Agreement, the damages would be inadequate and difficult to measure and, therefore, the Seller shall be entitled to injunctive and other equitable relief in addition to any other relief available at law or in equity.

9. In any action to enforce the terms of this Agreement the non-prevailing party shall be responsible for the payment of the prevailing party's reasonable attorney's fees and expenses included in any such action. Upon execution of this Agreement this will become a binding Agreement and will be a contract in accordance with Hawaii law without regard to conflict of law principles. The obligations imposed upon Potential Purchaser by this Agreement shall remain in full force and effect for a period of **two (2) years** from the date of your acceptance of this Agreement.

If you are in Agreement with the foregoing, please return one original signed copy of this Agreement to KW (Attention: Joel K. LaPinta, 40 Kamehameha Avenue, Hilo, HI. 96720; Phone (808) 961-0161; Fax (808) 930-5538 or email to jlapinta@kennedywilson.com). Facsimile/electronic reproductions of the signatures affixed to this Agreement shall constitute original signatures and shall signify agreement to the terms hereof and acceptance of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

POTENTIAL PURCHASER:

Accepted and Agreed to this ____ day of _____, 2013,
Company _____
By: _____
Name: _____
Title: _____
Address: _____
Phone: _____ Email: _____

POTENTIAL PURCHASER'S BROKER:

Accepted and Agreed to this ____ day of _____, 2013
Company _____
License No. _____
By: _____
Name: _____
Title: _____
Address: _____
Phone: _____ Email: _____

SELLER'S BROKER:

Accepted and Agreed to this ____ day of _____, 2013
Company KW Hawaii, Inc. dba KENNEDY WILSON
License No. RB- 14261
By: _____
Name: _____
Title: _____
Address: _____
Phone: _____ Email: _____