

CONFIDENTIALITY AGREEMENT

This Agreement is made as of the _____ day of _____, _____ by and between Summit Realty Partners, Inc., located at 80 Hayden Avenue, Lexington, MA (the “Disclosing Party”), and _____ (insert Buyer Name) (the “Recipient”).

RECITALS:

A. The Disclosing Party owns, represents or otherwise has information regarding the land with the improvements of an certain properties located at **169-175 Cambridge Street, Burlington, MA** (the “Premises”).

B. The Recipient is undertaking certain investigations in order to determine whether to make an offer to purchase the Premises;

C. In connection therewith, the Disclosing Party and the Recipient desire for the Disclosing Party to provide certain information relating to the Premises and the potential sale thereof that is explicitly designated as confidential and proprietary by the Disclosing Party and

D. The Disclosing Party is willing to provide access to such Proprietary Information in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All Proprietary Information furnished by the Disclosing Party to the Recipient shall be furnished in confidence and at all times shall be kept and treated as confidential by the Recipient and its partners, officers, directors, employees, representatives and agents. The Recipient may not divulge or disclose, at any time, any Proprietary Information to any person, entity, firm, organization or corporation, except for disclosures made to its employees, officers, directors, representatives, accountants, lenders, partners, attorneys or agents obligated to maintain the confidentiality thereof for the sole purpose of evaluating proposed dealings with the Disclosing Party relating to the Premises. The Recipient shall not use any Proprietary Information for any purposes other than to evaluate the proposed dealings with the Disclosing Party relating to the Premises.

2. This Agreement sets forth the entire agreement and understanding between the Disclosing Party and Recipient relating to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

3. THE TERMS of this agreement shall be a perpetuating guarantee for two (2) years from the date affixed below and is to be applied to any and all transactions, present and/or future, regarding the property or any transactions, additions, renewals, extensions, rollovers, amendments, re-negotiations, new contracts or third party assignments regarding the property.

Recipient is advised that the “Disclosing Party” is acting on behalf of Seller as Exclusive Broker in connection with the sale of this property. Should the Recipient elect to have representation by a Co-Broker, Recipient hereby agrees that the Co-Broker must be identified at the time that this Agreement is signed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written in order for it to take effect as an agreement under seal governed by the laws of the State of New Hampshire (without regard to its rules regarding choice of law).

RECIPIENT:

By: _____
Print Name: _____
Company: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

CO-BROKER (if applicable):

By: _____
Print Name: _____
Company: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____