

**CONFIDENTIALITY AGREEMENT**

Summit Realty Partners, Inc. ("Agent") has been authorized by the Seller to represent the offering of the following property: **33 Main Street, Belchertown, MA** (the "Property"). This Confidentiality Agreement (the "Agreement") confirms the mutual understandings and agreements of Agent, the owner ("Seller") of the Property and the below signing party ("Recipient") with respect to certain non-public "Confidential Information" which has been or may be disclosed in the future is for the limited purpose of considering whether to pursue negotiations to acquire the Property and as further limited herein. Notwithstanding the foregoing, the Confidential Information is and shall remain the sole property of Seller.

Recipient, on its behalf and on behalf of any party to whom it discloses the Confidential Information in accordance with the terms of this Agreement or otherwise, agrees that the Confidential Information (a) provided is confidential to the extent not otherwise available from public sources, (b) is to be held in the strictest of confidence, (c) will not directly or indirectly be disclosed by Recipient nor will Recipient permit any other party to disclose any Confidential Information, including, without limitation, any property financial information, lease information, environmental reports and other related documents and correspondence, to any other firm, person, or entity without prior written authorization of Seller and (d) may not be used in any fashion or manner detrimental to the interest of Seller or Agent. Recipient agrees that, in addition to any other remedies Seller may have, Seller will be entitled to specifically enforce Recipient's obligations under this Agreement.

While Seller and/or Agent may discuss the purchase and sale of the Property with Recipient, Seller, in its sole and absolute discretion, may itself or through Agent, terminate discussions at any time and for any or no reason. Recipient acknowledges Seller has no obligation to discuss or agree to the sale of the Property unless and until expressly set out in a definitive written agreement signed by Seller and Recipient and binding by its terms upon the Seller and the Recipient.

Recipient is advised that Agent is acting on behalf of Seller as Exclusive Agent. Should the Recipient elect to have representation by its own broker (a "Co-Broker"), Recipient must identify such Co-Broker herein. Any commissions related to any transaction due to Co-Broker will be paid by the undersigned Recipient unless Agent and Co-Broker have both executed a separate commission agreement indicating the Co-Broker's commission due upon closing of the Property, or Seller otherwise agrees to pay a Co-Broker a commission explicitly set forth in a Purchase and Sale Agreement, signed by Owner and Recipient. Recipient agrees to indemnify and hold harmless Agent, Seller, their respective affiliates, agents, successors and assigns, employees, officers and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by the Co-Broker, finder or similar agent for commissions, fees or other compensation (except for those commission arrangements explicitly accepted by Agent or Owner) for bringing about any investment in this Property by Recipient.

If you do not wish to pursue negotiations leading to this acquisition, or if in the future you discontinue such negotiations, you agree to destroy all hard copies and digital files containing Confidential Information.

AGREED AND ACCEPTED, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Recipient:**

\_\_\_\_\_  
Company (Print Clearly)

\_\_\_\_\_  
Address

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_

\_\_\_\_\_  
Email Address (Required)

\_\_\_\_\_  
Telephone #

**Co-Broker (if any):**

\_\_\_\_\_  
Company (Print Clearly)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Broker Name

\_\_\_\_\_

\_\_\_\_\_  
Email Address (Required)

\_\_\_\_\_  
Telephone #