

CONFIDENTIALITY AGREEMENT

Associated Brokerage Group, LLC (“Broker”) has been authorized by the Owner to represent the offering of its interest in connection with an analysis of a possible negotiated transaction (the “Proposed Transaction”) between Wamesit Place LLC (“Owner”) and the undersigned (“Interested Party”). Owner, Broker and/or their agents may provide to Interested Party certain oral, written and/or computer embodied Evaluation Material (as hereinafter defined) concerning directly or indirectly, The Shops at Wamesit Place, 345 Main Street, Tewksbury, Massachusetts (the “Property”). Each of Owner and Interested Party desire to agree to the following (it being understood that Interested Party is also agreeing to bind and cause its Permitted Disclosees (as hereinafter defined) to comply with the provisions hereof:

1. The term “Evaluation Material” includes, without limitation, any and all materials, documents, reports, contracts, leases, financial statements and financial information, projections, marketing strategies, pricing lists, margins, operating data, profit margins, tenant information, customer lists and information, forecasts, budgets, plans and specifications, files, agreements and other documents and/or information delivered or made available by Owner, and/or their agents and representatives to Interested Party, however embodied, including materials delivered to date; provided, however, such term shall not include information which (a) at the time of its disclosure is in the public domain or otherwise freely available to Interested Party and other third parties without violation of this agreement or any other agreement or applicable law, (b) after its disclosure, is published or otherwise becomes part of the public domain without violation by Interested Party of the terms of this agreement (but only after, and only to the extent that, it is published or otherwise has become part of the public domain), or (c) after the date hereof becomes lawfully available to Interested Party from any third party not then under any obligation of nondisclosure to Owner.
2. The Evaluation Material will be used solely for the purpose of evaluating the Proposed Transaction, and for no other purpose. Interested Party acknowledges that the Evaluation Material is, and shall remain the sole property of Owner and contains extremely sensitive and confidential information. As such, Interested Party agrees to hold the Evaluation Material in strict confidence and not disclose or use, or permit its disclosure or use, to any person not otherwise permitted herein. Interested Party shall not, without the prior written consent of Owner, make any copies of any part of the Evaluation Material. Notwithstanding the foregoing, however, Interested Party may disclose the Evaluation Material, or portions thereof, and make copies thereof for delivery, to the minimum number of its officers, directors, employees, lenders, attorneys, accountants, advisors and representatives (collectively, “Permitted Disclosees”) who need to know such information for the sole purpose of evaluating the Proposed Transaction. Prior to the delivery of the Evaluation Material, all such Permitted Disclosees shall be informed by Interested Party of the confidential nature of the Evaluation Material, and will agree to be bound by the terms and obligations set forth in this agreement and to not disclose the information to any other person. No further disclosure or dissemination by them is permitted. Interested Party agrees to be responsible for any breach of this agreement by its Permitted Disclosees.
3. The Interested Party hereby acknowledges that it is acting as a principal for its own account in connection with the Transaction and is not acting as a broker, finder or similar agent for any other principal (disclosed or undisclosed). Interested Party also hereby acknowledges that it has not dealt with any broker regarding the Transaction, or, if it has, the Interested Party hereby agrees to indemnify the Owner and its Affiliates against any compensation, liability or expense, arising from claims by any such broker or other party the Interested Party had dealings with in connection with the Transaction. There is no co-broke.
4. In the event that Interested Party or any person to whom the Evaluation Material, or any portion thereof, have been disclosed, becomes legally compelled (by subpoena or other legal process) to disclose any of the Evaluation Material, Interested Party shall provide Owner with prompt prior written notice of such requirement so that Owner may seek a protective order or other appropriate remedy

and/or waive compliance with the terms of this agreement. In the event that such protective order or other remedy is not obtained, or Owner waives compliance with the provisions hereof, Interested Party agrees to furnish only that portion of the Evaluation Material which it is advised by written opinion of counsel is legally required, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Evaluation Material.

5. Nothing herein shall obligate Owner or Broker to disclose, provide or deliver any or all of the Evaluation Material requested by Interested Party. Owner or Broker reserves the right to change the price, or any information provided or to withdraw the Property from the market at any time without notice.

6. If Owner or otherwise so requests, Interested Party shall promptly return, and cause its Permitted Disclosees to promptly return, to Owner and the originals and all copies of the Evaluation Material previously delivered to Interested Party and not yet returned to Owner and Broker. Interested Party will also destroy all copies of any analysis, summaries, compilations, studies, or other documents prepared by it or for its use containing or reflecting any of the Evaluation Material, and shall require its Permitted Disclosees to do the same. Notwithstanding the foregoing, however, if Interested Party or any such Permitted Disclosee is obligated by any law applicable to Interested Party or such Permitted Disclosee to maintain a copy of any portion of the Evaluation Material, then it may do so, in which case the terms of this agreement shall remain binding on Interested Party and such Permitted Disclosee in perpetuity with respect to such retained Evaluation Material and work product therefrom.

7. Under no circumstances shall Interested Party, directly, indirectly or through any agent or other third party, enter upon the Property or contact any tenant at the Property concerning the Property or the Proposed Transaction without the prior written consent of Broker or Owner.

8. Interested Party understands and acknowledges that neither Owner, Broker, nor any of their respective officers, directors, employees, agents or representatives are making any representations or warranties, express or implied, as to the accuracy or completeness of the Evaluation Material, and that none of them shall have any liability to Interested Party or to any other person resulting from its use of the Evaluation Material.

9. Interested Party acknowledges and agrees that no agreement or contract providing for the sale of the Property, or with respect to any other transaction between Owner and Interested Party, shall be deemed to exist unless and until a definitive purchase and sale agreement has been executed and delivered by all parties thereto. Until such time, neither Owner nor Interested Party, nor any of their affiliates, shall have any legal obligation of any kind whatsoever to the other with regard to such Proposed Transaction by virtue of this agreement or any other written or oral expression with respect to the same except, in the case of this agreement, for the matters specifically agreed to herein.

10. Interested Party agrees that Owner shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this agreement, in addition to all other remedies available to Owner at law or in equity.

11. If a lawsuit, arbitration or other proceedings are instituted by any party to enforce any of the terms or conditions of this agreement against any other party hereto, the prevailing party in such litigation, arbitration or proceedings shall be entitled, as an additional item of damages, to reasonable attorneys' and other professional fees and costs (including, but not limited to, witness fees), court costs, arbitrators' fees, arbitration administrative fees, travel expenses, and other out-of-pocket expenses or costs of such other proceedings, whether or not such litigation or proceedings proceed to a final judgment or award.

12. The provisions of this Agreement shall be governed by Massachusetts law, and the obligations of Interested Party hereunder shall survive for a period of one (1) year (or such longer period as provided in Section 6 hereof, if applicable).

If you do not wish to pursue negotiations leading to this Proposed Transaction, or if in the future you discontinue such negotiations, you agree to return all confidential information to Owner or Broker.

Please execute below and return via facsimile to 617.661.6607 or scan and return by email to cmillette@abgrealty.com at your earliest convenience.

THIS CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS A REPRESENTATION OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF THE PREPARATION OF THIS MEMORANDUM.

AGREED AND ACCEPTED, this ____ day of _____, 2018

Company (Print Clearly)

Address

By: _____

Email Address (Required)

Telephone