

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is delivered to and for the benefit of the Disclosing Party (defined below) and is dated as of the \_\_\_\_ day of March 2021, by \_\_\_\_\_ (the "Receiving Party").

1. **Evaluation Material.** The Receiving Party is considering acquisition of the following described property (the "Property")

**2 Harvard Court/217 Great Road**

**5 Harvard Court**

**6 Harvard Court**

**7 Strawberry Hill Road**

**15-21 Strawberry Hill Road**

**13 Strawberry Hill Road**

and requested certain information related to the financial, environmental, structural, title, and other aspects of the Property from Omni Properties, LLC (the "Broker") and/or Gifford Properties Holdings, LLC (the "Owner") (collectively termed the "Disclosing Party"). In order to assist the Receiving Party, the Disclosing Party is prepared to make available to the Receiving Party certain confidential, nonpublic, or proprietary information concerning the Property (the "Evaluation Material"). As a condition to the Evaluation Material being furnished to the Receiving Party, its employees, agents, servants, advisors, attorneys, accountants, consultants, bankers, and financial advisors (collectively, "Representatives"), the Receiving Party agrees to receive and treat the Evaluation Material in accordance with the provisions of this Agreement.

2. **Non-Disclosure of Evaluation Material.** The Receiving Party and its Representatives shall use the Evaluation Material solely for the purpose of evaluating the Property for purposes of acquiring same. The Receiving Party shall keep the Evaluation Material confidential and shall not reproduce or disclose any of the Evaluation Material in any manner whatsoever; provided, however, that the Receiving Party may make disclosure of information contained in the Evaluation Material to the Receiving Party's Representatives who need to know that information for the purpose of, but only to the extent necessary for, evaluating the Property for purposes of acquiring same and who agree in writing to keep that information confidential in accordance with the terms of this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives. The Receiving Party recognizes and acknowledges the confidential nature of the Evaluation Material and the damage that could result to the Disclosing Party if the Evaluation Material is disclosed to a third party, or such of the Receiving Party's employees or other professionals who have no need to know the Evaluation Material. Without the prior written consent of the Disclosing Party, or unless required by law, neither the Receiving Party nor its Representatives shall disclose to any other person that it has received the Evaluation Material.

3. **Return of Evaluation Material.** Promptly upon the written request of the Disclosing Party, the Receiving Party will return all copies of the Evaluation Material to the Disclosing Party.

4. **Broker.** The Receiving Party recognizes Omni Properties, LLC (the "Seller's Broker") as the Seller's agent involved in this transaction. Signatories acknowledge that Receiving Party will be registered with the Seller as potential Purchaser. The Evaluation Material contains information provided by the Owner and obtained by the Broker. While the information is believed to be accurate, Receiving Party should independently evaluate its completeness and accuracy before making an offer. This Evaluation Material is subject to prior placement, errors, omissions, changes or withdrawal without notice and does not constitute a recommendation, endorsement or advice as to the value of the Property by Disclosing Party.

5. **Non-Circumvent.** It is agreed that parties or entities to this Agreement, including Principals, Advisors and Buyer Broker's/Agents will not contact or deal directly with third parties introduced during this process, for two years subsequent to this Agreement, or attempt to circumvent any party involved, on this or future transactions, or to allow any party involved in this transaction to avoid the payment of agreed fees.

6. **Entire Agreement.** This Agreement represents the entire understanding and agreement of the Receiving Party and may not be modified or waived except in writing.

7. **No Waivers.** No failure or delay by the Disclosing Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Massachusetts.

9. **Term.** This Agreement shall expire on the earlier of (i) the Receiving Party's acquisition of title to the Property or (ii) one year from the date hereof.

10. **Captions.** The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

**“Receiving Party”**

**“Buyer’s Broker” (If applicable)**

NAME:

NAME:

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

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMAIL: \_\_\_\_\_