

CONFIDENTIALITY AGREEMENT

The owner of Real Estate located in Nashua NH listed for sale by the broker (**Bean Group hereafter the "Broker"**) requires that a Confidentiality Agreement be obtain before disclosing information concerning Real Estate and its operation. In consideration for the Broker's providing the undersigned with information concerning the Real Estate and its operation, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby covenants, agrees, represents and warrants, as follows:

1. The undersigned (the "**Buyer**"), as a potential purchaser of a Real Estate listed by Broker, desires sufficient information to complete an evaluation of the Real Estate, and, in consideration thereof, the Buyer (on behalf of the Buyer and any and all agents, employees and representatives of the Buyer) agrees: (a) to use any and all of the Information (as defined below) for the sole purpose of evaluating a possible acquisition of the Real Estate (and for no other purpose, including, without limitation, for the personal account of the Buyer); and (b) never to disclose (whether directly or indirectly), and to keep strictly confidential (unless otherwise authorized in a written document signed by the owner(s) of the Real Estate), any and all such Information concerning the Real Estate, except for such information as may be available from public or published sources.

For the purposes of this Agreement, the terms "**Real Estate**," "**real estate operation**" and "**real estate**" shall be deemed to include any and all business and/or Real Estate opportunities presented or introduced to the Buyer by the Broker from time to time, regardless of whether any such opportunity has been specifically described. The term "**Buyer**" shall be deemed to include the undersigned, individually, and as an authorized representative, agent, employee, member, partner, owner, shareholder, director, consultant, contractor or manager binding the organization or legal entity with which the undersigned is affiliated, employed and/or purports to represent.

For the purposes of this Agreement, "**Information**" shall include any and all oral and written information concerning the Real Estate and its operation as may now or in the future be disclosed or given to the Buyer, including, without limitation: (a) the name and location of the Real Estate and the knowledge that the Real Estate is for sale; (b) all written data, contracts, business plans, financial information, financial statements, tax returns, marketing and advertising materials, memoranda, reports, leases, records, and other materials concerning the Real Estate and its operation (whether prepared or assembled by the Broker or otherwise); (c) all information concerning the agents, employees, contractors, vendors, customers and tenants of the Real Estate and real estate operation; (d) all intellectual property, software and trade secrets of the real estate operation; (d) all of the prospects, plans and contemplated strategies for the Real Estate or its operation; and (e) all information, conditions, facts, factual circumstances and disclosures concerning other matters involving Real Estate, if any.

2. No portion of the Information shall be disclosed to third parties, except to the Buyer's financial or legal representatives, whose knowledge of the Information is required for the Buyer to evaluate the Real Estate for a potential acquisition and who shall assume and be bound by the same obligations and terms of this Agreement.

3. The Buyer shall not use any of the Information to the detriment of the Real Estate, real estate operation, or the owner of the Real Estate and the Buyer shall not interfere in any manner with the operations or affairs of the owner. The Buyer shall not contact directly the owner or tenants and/or any parties related to the Real Estate (including, without limitation, the owner(s), employees, customers or tenants, vendors or suppliers, or the landlord), except acting through the Broker, as intermediary.

4. All correspondence, inquiries, offers to purchase and negotiations relating to the acquisition, purchase or lease of the Real Estate (including any other opportunities presented or introduced to the Buyer by the Broker) shall be conducted exclusively through the Broker. The Buyer agrees not to circumvent the Broker, including, without limitation, by entering into any offer or agreement to purchase, lease contract or agreement for services, or any similar arrangements with the owner(s) of the Real Estate, or otherwise by soliciting or obtaining the properties, leases, customers, clients, employees, vendors, or suppliers, or any other aspect of the real estate operation (nor will the Buyer directly or indirectly assist or promote in any way any third-party for any of these purposes). Should the Buyer breach these non-circumvention provisions, the Buyer shall be deemed to have acknowledged that the Broker is the procuring cause of such agreements or arrangements and shall be directly liable (jointly and severally with the owner(s)) for the payment of any and all commissions or fees (including attorneys' fees and costs of collection) due to the Broker pursuant to the Broker's contractual arrangements with the owner(s) of the Real Estate.

5. All of the Information, including all copies, shall be returned to the Broker or destroyed should the Buyer not acquire or lease the Real Estate. The Broker will assume that copies have been destroyed by the Buyer if not returned.

6. Should the Buyer execute an offer or other agreement to purchase the Real Estate, the Buyer authorizes the Broker and/or the owner(s) of the Real Estate to obtain, through standard reporting

agencies, financial and credit information concerning the Buyer (and the companies and parties affiliated with the Buyer), with the understanding that this information will be held confidential by the Broker and the owner(s) of the Real Estate, and will be used solely for the purpose of evaluating the creditworthiness of the Buyer.

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7. The Real Estate, including the owner(s) of the Real Estate (as a third-party beneficiary), may enforce the terms and conditions of this Agreement respecting the Buyer's conduct (e.g., confidentiality, noninterference with the Real Estate and its operations, etc.) as if it or they were a party hereto, including enforcing this Agreement in a court of law to prevent any breach or threatened breach of this Agreement.

8. The Buyer is not employed by the Internal Revenue Service and/or any state or municipal taxing authority.

9. **IMPORTANT DISCLOSURES; WARRANTY AGREEMENTS OF PROSPECTIVE BUYER**

THE BUYER ACKNOWLEDGES AND AGREES THAT: (A) THE INFORMATION EITHER HAS BEEN FURNISHED DIRECTLY BY THE OWNER(S) OF THE REAL ESTATE OR PREPARED BY THE BROKER BASED UPON INFORMATION PROVIDED BY THE OWNER(S) OF THE REAL ESTATE AND/OR THE OWNER(S) PROFESSIONAL ADVISORS (ON BEHALF OF THE OWNER(S); (B) THE BROKER HAS NOT VERIFIED THE INFORMATION IN ANY MANNER; (C) THE BROKER MAKES NO REPRESENTATIONS OR WARRANTIES (EITHER EXPRESS OR IMPLIED), AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF THE INFORMATION; AND (D) THE BUYER IS RELYING SOLELY UPON THE OWNER(S) OF THE REAL ESTATE AS TO THE ACCURACY, COMPLETENESS AND COMPLETENESS OF THE INFORMATION.

THE BUYER ACKNOWLEDGES AND AGREES THAT: (A) IT IS THE BUYER'S RESPONSIBILITY TO MAKE AN INDEPENDENT INVESTIGATION TO VERIFY THE INFORMATION AND TO PERFORM (OR TO RETAIN PROFESSIONAL ADVISORS TO PERFORM) DUE DILIGENCE CONCERNING THE INFORMATION AND THE REAL ESTATE AND ITS OPERATIONS; AND (B) THE BROKER HAS (AND HEREBY) ADVISES THE BUYER TO ENGAGE ACCOUNTANTS, ATTORNEYS, AND/OR ANY OTHER CONSULTANTS AND ADVISORS, INCLUDING SUCH BUILDING INSPECTORS, ENVIRONMENTAL INSPECTORS, EQUIPMENT INSPECTORS AND APPRAISERS, AND REAL ESTATE APPRAISERS AS MAY BE NECESSARY IN ORDER TO PROPERLY VERIFY AND EVALUATE THE INFORMATION AND TO ASSIST THE BUYER CONCERNING THE PROSPECTIVE PURCHASE OF THE REAL ESTATE (INCLUDING ANY REAL ESTATE OPERATIONS).

THE BUYER ACKNOWLEDGES AND AGREES THAT: (A) THE BROKER DOES NOT PROVIDE TAX, ACCOUNTING OR LEGAL ADVICE, NOR DOES THE BROKER PROVIDE ANY INSPECTION SERVICES, EQUIPMENT OR REAL ESTATE APPRAISAL SERVICES; AND (B) THE BROKER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) PROJECTIONS OR ASSERTIONS OF THE CERTAINTY OF ANY PAST OR FUTURE ECONOMIC VALUE, INCOME, SALES, OR EARNINGS CONCERNING THE REAL ESTATE AND THE OPERATIONS THEREOF, AND THE BROKER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER WITH RESPECT THERETO.

ALL BROKERS/SALESPERSONS (REGARDLESS OF WHETHER AFFILIATED WITH THE BROKER) REPRESENT THE OWNER(S) OF THE BUSINESS (NOT THE BUYER) IN THE MARKETING, NEGOTIATING, AND SALE OF THE BUSINESS, UNLESS OTHERWISE DISCLOSED IN WRITING.

THE BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE BROKER, AND THE BROKER'S AGENTS, EMPLOYEES AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, COUNTERCLAIMS, INJURIES, LOSSES, LIABILITIES, ACTIONS, CAUSES OF ACTIONS, DAMAGES, COSTS AND EXPENSES ARISING IN CONNECTION WITH OR OTHERWISE RESULTING FROM: (A) THE WRONGFUL CONDUCT OR ANY BREACH OF THIS AGREEMENT BY THE BUYER; (B) THE BUYER'S PRESENT OR FUTURE USE OF, OR RELIANCE UPON, THE INFORMATION, AND/OR THE BUYER'S PURCHASE OR ACQUISITION OF THE REAL ESTATE (INCLUDING, ANY REAL ESTATE OPERATIONS), WHICH INDEMNIFICATIONS SHALL INCLUDE, WITHOUT LIMITATION, ANY AND ALL ATTORNEY'S FEES AND EXPENSES INCURRED BY THE BROKER (OR THE OWNER(S) OF THE REAL ESTATE PURSUANT TO SECTION 7, ABOVE) IN CONNECTION WITH THE ENFORCEMENT OF THIS INDEMNIFICATION AND/OR THE BROKER'S RIGHTS UNDER THIS AGREEMENT.

THE BUYER HAS FULLY READ AND UNDERSTANDS THIS AGREEMENT AND HAS BEEN ADVISED BY THE BROKER (AND HAS HAD THE OPPORTUNITY) TO ENGAGE AN ATTORNEY IN CONNECTION WITH THE BUYER'S REVIEW AND EXECUTION OF THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE THE TERMINATION (FOR ANY REASON) OF THIS AGREEMENT.

10. The title and any captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. This Agreement may be executed by facsimile, or by photocopy image(s) (or similar means) sent by e-mail and the Broker (and the owner(s) as third-party beneficiary) may rely upon facsimile or photocopy image(s) as proof of execution.

This Agreement shall be governed by and construed in accordance with the laws of New Hampshire (state). If any provision of this Agreement is held to be void, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. The Buyer executes and delivers this Agreement as a sealed instrument as of this ____ day of _____, 201__.

SIGNATURE

ORGANIZATION

PRINT NAME: _____

TITLE: _____

Telephone (Daytime)

ADDRESS: _____

Email: _____