



CONFIDENTIALITY AGREEMENT

Property Address: 119-125 Muller Road, Burlington, MA 01803
Ownership: A & P Pare Realty Trust
Agent: McLaughlin Investments, Inc.

Owner and or agent have made available for review certain information ("Confidential Information") concerning the referenced property upon the execution of this confidentiality agreement. The confidential information is intended solely for your own limited use in considering whether to pursue negotiation to acquire the referenced property. This is not an agreement to sell the property nor an offer of sale. No agreement shall be binding upon the owner of the property or any of its associates or affiliated companies shall be deemed to exist, at law or equity, until the owner of the property enters into a formal binding purchase and sales agreement.

A portion of the confidential information contains selected information pertaining to the business affairs of the owner and has been prepared from information supplied by the owner and or agent(s). The confidential information does not purport to be all-inclusive or contain all of the information which prospective purchaser may desire. The owner makes no representation or warranty whatsoever, either express or implied, with respect thereto.

By executing this confidentiality agreement, you agree that the information provided (verbally or written) that is not available in the market place is confidential, that you will hold and treat it in the strictest of confidence and that you will not disclose or permit anyone else to disclose the information to any person, firm or entity without prior written authorization of the owner or agent, except that the information may be disclosed to your partners, employees, legal counsel, lenders and consultants, as necessary, in which event you shall be liable to owner if any such person fails to maintain such confidence or discloses such information to any other person without either prior authorization of owner or pursuant to a court order. Owner expressly reserves the right in its sole discretion to reject any and all proposals or expressions of interest in the property and to terminate discussions with any party at any time with or without notice. If you do not wish to peruse acquisition negotiations, you hereby agree to return the confidential information to owner or agent within a reasonable time period. Owner and agent are the sole intended beneficiaries of the terms of this confidentiality agreement. You hereby agree to fully indemnify and hold harmless the owner and its agent for any and all damages they may incur as a result of your failure to abide by the terms hereunder, including without limitation, reasonable attorneys fees and costs.



CONFIDENTIALITY AGREEMENT (cont.)

Upon buyer or recipient receipt (Authorized or none authorized) of marketing material, recipient accepts all terms of confidentiality agreement. And in the event buyer or recipient provides or discloses information to non authorized third parties, buyer or recipient shall remain liable for third party actions.

Buyer and or Nominee agree to Non-Circumvention of agent for a period of two years from the date hereof and or last date of communication between parties, whichever is later in date. Communication can be in the form of written, oral, email, postal mail, phone, text, facsimile, web, etc.

Buyer unconditionally agrees not to circumvent, avoid, bypass, or obviate, in any manner whatsoever, Agent directly or indirectly, in relation to the sale of referenced property(s). In the event buyer or nominee circumvent agent, then agent will be entitled to damages and or injunctive relief as may be granted by a court of competent jurisdiction. Including but not limited to reasonable attorney's fees and costs.

Accepted and agreed to this _____ day of _____, 2011.

Buyer signature: _____

Name (Printed): _____

Title: _____

Company: _____

Address: _____

Phone Number: _____

Email: _____