

**CONFIDENTIALITY AGREEMENT**

**RE: 1815 Middlesex Street, Lowell, MA**

KeyPoint Partners has been authorized by the Owner with respect to the offering for sale of the above referenced property, (hereinafter, the "Property"). The owner of the Property (the "Owner") has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to KeyPoint Partners.

KeyPoint Partners has available for review certain information concerning the Property. KeyPoint Partners will not disclose such Informational Materials to Potential Purchaser unless and until the Purchaser has executed this agreement. Upon receipt by Agent of this executed agreement and authorization by Owner, KeyPoint Partners is prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions:

1. All Informational Materials pertaining to the Property which may be furnished to the Potential Purchaser by KeyPoint Partners shall continue to be the property of the Owner. The Informational Materials will be used solely for the purpose of the Potential Purchaser and may not be copied or duplicated without Owner's written consent.
2. The Informational Materials may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties") only and solely for the purpose of evaluating the potential purchase of the Property.
3. The Potential Purchaser understands and acknowledges that KeyPoint Partners and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to KeyPoint Partners by others and has not been independently verified by Keypoint Partners and is not guaranteed as to completeness or accuracy.
4. The Potential Purchaser hereby indemnifies and holds harmless KeyPoint Partners and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this agreement.
5. The Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Potential Purchaser, or for any other reason whatsoever. This agreement terminates one (1) year from the date hereof except as to written claims by Owner against Potential Purchaser prior thereto.
- 6. The Potential Purchaser acknowledges that the property is being offered to Potential Purchaser only as a Principal and Potential Purchaser agrees that it does not intend to act as a Broker with respect to this property.**

If in agreement with the foregoing, please return by facsimile a fully executed copy of this agreement to **JONATHAN ARON, KeyPoint Partners**, One Burlington Woods Drive, Burlington, MA 01803; Phone (781) 418-6225;

**Fax to (617-307-9040).**

POTENTIAL PURCHASER:  
ACCEPTED AND AGREED TO

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015

Print Name: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_