

NON-DISCLOSURE AGREEMENT

Regarding the Proposed Sale of
414-416 Main Street, Wakefield, Massachusetts 01880
("The Wakefield Building")

This Non-Disclosure Agreement ("Agreement") is entered into as of the date last signed below, by and between **Wakefield Building Trust**, a Massachusetts trust ("Disclosing Party"), acting by and through its listing broker, **McCaul & Mounsif Real Estate Group / Coldwell Banker Realty** ("Broker"), and the undersigned party identified in the signature block below ("Receiving Party").

1. Purpose

The Receiving Party wishes to evaluate a potential acquisition of the commercial property located at 414-416 Main Street, Wakefield, Massachusetts 01880, currently held by Wakefield Building Trust (the "Property"). In connection with this evaluation, the Disclosing Party and Broker are prepared to furnish the Receiving Party with certain confidential and proprietary information. This Agreement governs the use and protection of such information.

2. Confidential Information

"Confidential Information" means any and all information, data, materials, and documents disclosed by the Disclosing Party or Broker to the Receiving Party in connection with the Property, whether disclosed orally, in writing, electronically, or by any other means, including without limitation:

- Financial information, including but not limited to net operating income (NOI), cash flow analyses, operating expenses, capital expenditure records, tax returns, and rent roll data;
- Tenant identities, lease terms, lease expirations, rental rates, security deposits, and any other information relating to existing or prospective tenants of the Property;
- The Offering Memorandum and all supplements, exhibits, and materials provided in connection therewith;
- Environmental, engineering, structural, and inspection reports;
- Any other non-public information relating to the Property, its operations, or its ownership.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party prior to disclosure as evidenced by written records; or (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Hold all Confidential Information in strict confidence and protect it with at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care;
- Use the Confidential Information solely for the purpose of evaluating a potential acquisition of the Property and for no other purpose whatsoever;
- Not disclose, reproduce, distribute, or transmit any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to the Receiving Party's legal counsel, financial advisors, lenders, or consultants ("Representatives") who have a legitimate need to know such information for purposes of evaluating the transaction, and who are bound by confidentiality obligations no less protective than those set forth herein;

- Promptly notify the Disclosing Party and Broker in writing upon becoming aware of any unauthorized use or disclosure of Confidential Information.

4. Non-Solicitation of Tenants

The Receiving Party agrees that, during the term of this Agreement and for a period of twelve (12) months following its termination or expiration, the Receiving Party shall not, directly or indirectly:

- Contact, solicit, or communicate with any current tenant of the Property regarding the potential sale of the Property, lease terms, lease renewals, or any other matter relating to the Property without the prior written consent of the Disclosing Party;
- Attempt to induce any tenant to vacate, modify, or terminate their lease in connection with the Receiving Party's evaluation or potential acquisition of the Property.

Notwithstanding the foregoing, the Receiving Party may request, through McCaul & Mounsif Real Estate Group acting as intermediary, to meet with or conduct due diligence conversations with tenants. Any such meetings shall be arranged solely through the Broker and shall require the prior written approval of the Disclosing Party.

5. No Representation or Warranty

The Disclosing Party and Broker make no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The Receiving Party acknowledges that the Confidential Information is provided for evaluation purposes only and that any decision to proceed with an acquisition must be based on the Receiving Party's own independent due diligence and investigation. Neither the Disclosing Party nor the Broker shall have any liability to the Receiving Party arising from the use of the Confidential Information.

6. Term and Termination

This Agreement shall remain in effect for a period of **one (1) year** from the date last signed below, unless earlier terminated by written agreement of both parties or upon completion or abandonment of the proposed transaction, whichever occurs first. Upon termination or expiration, the Receiving Party shall, upon written request by the Disclosing Party, promptly return or destroy all Confidential Information and any copies or derivatives thereof, and shall certify in writing that it has done so.

7. No Agreement to Transact

Nothing in this Agreement shall be construed as an obligation on the part of either party to proceed with any transaction, to negotiate exclusively, or to enter into any purchase and sale agreement. The Disclosing Party reserves the right to negotiate with any other parties at its sole discretion, to withdraw the Property from the market at any time without notice, and to reject any offer for any reason or no reason.

8. Injunctive Relief

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity, without the necessity of proving actual damages or posting any bond or other security.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. Any disputes arising under or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Middlesex County, Massachusetts.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, representations, and agreements relating to the same subject matter. This Agreement may not be amended or modified except by a written instrument signed by both parties. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

AGREED AND ACCEPTED

DISCLOSING PARTY

Wakefield Building Trust, by its Trustee(s)

Printed Name & Title

LISTING BROKER

McCaul & Mounsif Real Estate Group

Receiving Party Representative Name & Title

Receiving Party Address

Receiving Party Email

RECEIVING PARTY

Date

Date

Receiving Party Company / Entity

Date

Date

Date

Date

IMPORTANT NOTICE: This is a legally binding document. The Receiving Party is advised to consult with legal counsel prior to execution.