



full service, all purpose

J. M. Whitney & Co., Inc.
Real Estate

(since 1950)

Confidentiality Agreement

J.M. Whitney & Company Inc. ("Listing Broker") has presented the offering of interest in the following property(s):
1 Grove Street, 11 Calvin Road, 19 Calvin Rd. 236 Arlington Street Watertown (the "Property") Massachusetts
to _____ the undersigned "Registered Potential Purchaser" and or
"Buyer's Broker" (collectively, the "Registered Accepting Parties"). Registered Accepting Parties hereby
acknowledges and agrees that certain confidential information which has been or may be disclosed in the future is
intended solely for its own use in considering whether to pursue negotiations for possible Purchase or Joint Venture
("Proposed Transaction") to acquire the Property listed above from Current Owner of the Property ("Seller"). By
signing this document Confidentiality and Registration Agreement ("Agreement") and or accepting any information
with respect to the Property (collectively, "Evaluation Materials"), Registered Accepting Parties acknowledge that
neither Seller nor J.M. Whitney & co., Inc assume any responsibility for the accuracy or completeness of the
information contained in the Evaluation Materials for the Property being considered by the parties herein.

Registered Accepting Parties agree that the information provided Evaluation Materials is confidential, that it will
hold and treat it in the strictest of confidence. Registered Accepting Parties will not directly or indirectly disclose or
permit anyone else to disclose this information other than necessary Consultants, Advisors and Counsel (all of
whom are collectively referred to as "Related Parties") only for the purpose of consummating the Proposed
Transaction, who shall agree to hold the information in the strictest confidence.

Registered Accepting Parties and Related Parties shall not duplicate, use or permit to be used this information, in
any fashion or manner detrimental to the interest of Seller. Registered Accepting Parties and Related Parties shall
not contact any Tenants without prior written permission from the Seller or Listing Broker.

While Seller and Listing Broker may discuss the purchase and sale of the Property with Registered Accepting
Parties or Related Parties, Seller, in its sole and absolute discretion, may terminate discussions at any time and for
any reason. Registered Accepting Parties acknowledges Seller has no obligation to discuss or agree to the sale of
the Property. The discussions may be lengthy and complex, notwithstanding that we may reach one or more oral
understandings or agreements on one or more issues we are discussing, neither of us shall be bound by any oral
agreement of any kind and no rights, claims, obligations or liabilities of any kind, either express or implied, shall
arise or exist in favor of or be binding upon either Seller or Buyer, except to the extent expressly set out in a
definitive written agreement signed by Seller and Buyer and binding by its terms upon the Seller and Buyer.

If at any time the Registered Accepting Parties elects not to proceed with the Proposed Transaction, or, upon request
of Seller or Listing Broker, Accepting Parties shall promptly deliver to Seller's Representative all Evaluation
Materials received by Accepting parties, whether received before or after the date of this Agreement, without
retaining copies thereof.

Registered Potential Purchaser's Agrees that J.M. Whitney & Co., Inc "Listing Broker" shall be acknowledged
operating as a Dual Agent capacity pertaining to this transaction unless a registered Buyer Broker is documented
herein. Registered Potential Purchaser acknowledges that it has not had any discussions regarding the Property with
any Broker or Agent other than the Seller's Listing Broker, Representative. Registered Potential Purchaser
acknowledges that it is a principal in connection with the purchase of the Property.

Buyer Broker Brokerage Commission; The Registered Potential Purchaser agree to pay all Brokerage commissions,
finder's fees, and any other compensation to which any Buyers Broker, finder or other person may be entitled to in
connection, with the negotiation, proposed and or actual transaction involving the Property and the Seller, except
J.M. Whitney & Co., Inc. compensation, which is payable by the Seller. The Purchaser agrees to defend, indemnify,
and hold harmless Seller and J.M. Whitney & Co., Inc. against any and all claims, liabilities, damages, and costs of

defense (including reasonable attorney's fees) for a commission, fee or other compensation by any other person, broker, finder or agent alleging to have dealt with or thru anyone in connection with the negotiations, proposed and or actual transaction involving the Property and J.M. Whitney & Co., Inc. Registered potential Purchaser acknowledges J.M. Whitney & Co., Inc may act in the capacity of a DUEL Agent in this transaction. Buyer Broker also agrees is will not look to any of the Seller parties for any compensation in connection with the Sale or Joint Venture of the Property

This agreement may not be changed orally and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Registered Potential Purchaser and or Buyer's Broker:

AGREED AND ACCEPTED, this _____ day of _____ 2022

Registered Potential Purchaser (printed)

Signature

Email Address:

Telephone #

Buyer Broker (printed)

Buyer Broker Signature

Company Name:

Email Address

Telephone #

Please email signed document back to Curtis Whitney

Curtis@JMWhitney.com

617-924-7500