

CONFIDENTIALITY AND CONDITIONS OF OFFERING AGREEMENT



Property: 134 Old Road to Nine Acre Corner "ORNAC", 148 ORNAC, 166 ORNAC, 174 ORNAC, 25 Old Marlboro road, 41 old Marlboro Road, 49 Old Marlboro road

Potential Investor:

Upon execution of this agreement (this "Agreement"), please remit entire agreement via facsimile or email as a scanned image to:

Attention: Ari Bogen
Email Address: Ari.Bogen@jll.com
Fax: 617.338.2150

1. **General Terms.** Jones Lang LaSalle Americas, Inc., a Maryland corporation ("JLL"), represents Owner as Owner's exclusive agent or broker for the potential sale of the Property. This Confidentiality and Conditions of Offering Agreement (the "Agreement") will confirm the mutual understandings of Potential Investor, JLL, and Owner in connection with the disclosure and review of any and all information regarding the Owner or the Property that is provided to Potential Investor or any Related Party (as defined below) by Owner, JLL or any representative of Owner or JLL, including, but not limited to, any offering memorandum, documents, data, financial statements, reports, forecasts, projections, surveys, diagrams, records, engineering reports, and other documents, electronic transmittals or conversations concerning the Property or the Owner (the "Offering Materials"). The Offering Materials together with all documents, analyses and other information generated by Potential Investor or any Related Party based on or containing any information included in the Offering Materials is called the "Confidential Information." Owner and/or JLL may make the Offering Materials available in written, electronic, or verbal form to the Potential Investor following JLL's receipt of this Agreement, duly executed by Potential Investor. The Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the any disclosure by Potential Investor or any Related Party that is prohibited by this Agreement, (ii) was in the possession of the undersigned or any Related Party prior to the date of the Agreement (and is not subject to any pre-existing confidentiality agreement or obligation in favor of Owner, any affiliate thereof, and/or JLL), (iii) was obtained by the undersigned or any Related Party from a third party who, to the knowledge of the undersigned and the Related Parties, after reasonable inquiry, is not subject to any confidentiality agreement or obligation regarding such information, or (iv) is independently developed by the undersigned or any Related Party without reliance on or reference to the Offering Materials. The terms of the Agreement follow.
2. **Ownership, Use and Return of Offering Materials.** The Offering Materials shall continue to be the property of the Owner and JLL. The Offering Materials and other Confidential Information will be used by the Potential Investor solely for the purpose of evaluating the possible acquisition of the Property and not for any purpose unrelated to the possible acquisition of the Property. The Offering Materials may not be copied or duplicated without the Owner's and JLL's prior written consent, and must be returned to JLL (or with JLL's permission, destroyed by Potential Investor and any Related Party, and in such instance Potential Investor shall certify in writing to JLL and Owner that such information has been so destroyed) immediately upon request or when the Potential Investor declines to make an offer for the Property or terminates any discussions or negotiations with respect to the Property.
3. **Confidentiality and Disclosure of Confidential Information.** Potential Investor acknowledges on behalf of itself and any and all Related Parties that the Offering Materials are considered confidential and proprietary information of Owner and/or JLL, and Potential Investor will not make (or cause or permit any Related Party to make) any Offering Materials or any other Confidential information available, or disclose any of the contents thereof, to any person (which term, whenever used in this Agreement, shall include natural persons, firms, partnerships, limited liability companies and partnerships, corporations, associations and any other public or private legal entity or organization) without Owner's or JLL's prior written consent; provided, however, that the Offering Materials and Confidential Information may be disclosed to the Potential Investor's partners, employees, officers, directors, agents, consultants, legal counsel, advisors, institutional lenders and other capital sources (collectively the "Related Parties" and each of the Related Parties is called a "Related Party") as reasonably required for an evaluation of the Property. Such Related Parties shall be informed by Potential Investor of the confidential nature of the Confidential Information and the terms of this Agreement and shall be directed by Potential Investor to keep the Confidential Information and related information strictly confidential in accordance with this Agreement and to otherwise abide by the terms of this Agreement as if such party was the Potential Investor hereunder. Potential Investor shall be

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responsible and liable for any acts of the Related Parties that would constitute a breach of this Agreement if such acts were taken by Potential Investor (i.e., any misuse or disclosure of confidential information by any of the Related Parties shall be deemed to be the acts of Potential Investor hereunder). In the event any Related Party shall take or omit to take any action which if taken or omitted to be taken by Potential Investor would constitute a breach of or a default under the terms hereof, such act or omission by such Related Party shall be deemed to be a breach of the terms hereof by Potential Investor.

4. **Potential Investor as Principal and Other Brokers or Agents.** Potential Investor is a principal and not an agent of or acting on behalf of any other party in connection with the purchase of the Property. Potential Investor will not look to JLL or to Owner for any brokerage commission, finder's fee, or other compensation in connection with the sale of the Property or any interest therein. Potential Investor hereby represents and warrants to Owner and JLL that it has not had any discussion regarding the Property with any broker, agent or finder other than JLL. Potential Investor shall defend, indemnify and hold harmless Owner and JLL and their respective officers, directors, shareholders, partners, members, employees, agents and representatives and any affiliate, successor or assign thereof (collectively, the "Owner/JLL Related Parties") from and against any and all claims, causes of action, damages, suits, losses, demands, liabilities, fines, fees, costs and expenses (including, but not limited to, court costs and attorneys' fees) of any kind, nature or character relating to or arising in connection with or as a result of (i) the breach of the foregoing representation or warranty, (ii) the assertion by any broker, agent, finder or other intermediary, other than JLL, of the right to any fee, compensation or other payment as a result of any dealings or purported agreement or understanding with Potential Investor, (iii) any failure by Potential Investor to pay any amounts claimed by any broker, agent, finder or other intermediary (other than JLL), in connection with the marketing or sale of the Property, and/or (iii) any breach or default of this Agreement by Potential Investor and/or any deemed breach or default hereunder by any Related Party. The provisions the immediately preceding sentence will survive the expiration or termination of this Agreement.
5. **No Representations as to Offering Materials or Condition of Property.** Potential Investor understands and acknowledges that neither Owner, JLL nor any Owner/JLL Related Party has made or makes any representation or warranty regarding the Property, the condition thereof, the accuracy or completeness of the Offering Materials or the suitability of the Property or the information contained in the Offering Materials for any purpose whatever. The Potential Investor further understands and acknowledges that the information used in the preparation of the Offering Materials was furnished by Owner and has not been independently verified by JLL and is not guaranteed as to completeness or accuracy. Potential Investor agrees that neither Owner, JLL, nor any Owner/JLL Related Party shall have any liability for any reason to the Potential Investor or any of its representatives or Related Parties, or any other person resulting from the use of the Offering Materials by any person in connection with the purchase and sale of, or other investments by Potential Investor in the Property or any other matter, whether or not consummated for any reason. Neither Owner, JLL nor any Owner/JLL Related Party is under any obligation to notify or provide any further information to Potential Investor or any Related Party if either Owner or JLL becomes aware of any inaccuracy, incompleteness or change in the Offering Materials. The undersigned acknowledges that neither Owner, JLL nor any Owner/JLL Related Party, has made any representation or warranty as to the accuracy or completeness of the Offering Materials, or the suitability of the information contained therein for any purpose whatever, and any representation or warranty in connection therewith is hereby expressly disclaimed and excluded. The Offering Materials provided to the undersigned are subject to, among other things, correction of errors and omissions, additions or deletion of terms, and withdrawal upon notice. The undersigned agrees that neither Owner, JLL, nor any Owner/JLL Related Party shall have any liability to Potential Investor and/or any Related Party and/or any other person resulting from the delivery to, or use by the undersigned of the Offering Materials or otherwise with respect to the Property or the potential purchase and sale thereof. Potential Investor and Related Parties shall rely only their own due diligence and investigation of the Property, including but not limited to any financial, title, environmental, physical, tenant or any other matters. Notwithstanding the foregoing, the Potential Investor shall be entitled to rely on the representations and warranties which are made in a final definitive agreement between the parties hereto with respect to the Potential Transaction, when, as and if executed, subject, however, to such limitations and provisions contained in any such definitive agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

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6. **Withdrawal of Property from Market or Termination of Discussions.** Potential Investor acknowledges that the Property has been offered for sale subject to withdrawal of the Property from the market at any time or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever. Further, nothing contained herein is intended to obligate Owner or Potential Investor to proceed with or consummate any potential transaction.
7. **Term of Agreement.** The terms and conditions of this Agreement shall remain in full force and effect for a period of two (2) years from the date hereof; provided, however, that the expiration or termination of this Agreement shall not in any way release, alter or affect (a) any provisions that survive expiration or termination or the continuing liability of any party thereunder or (b) the continuing liability of Potential Investor and the rights and remedies of Owner, JLL and the Owner/JLL Related Parties in connection with any breach, default or other action occurring prior to the expiration or termination.
8. **Remedies.** In the event that Potential Investor and/or any Related Party fails to comply with the terms and conditions of this Agreement, Potential Investor and such Related Party shall be liable to Owner and/or JLL for such breach, Owner and/or JLL shall be entitled to exercise any right, power, or remedy available at law or in equity for such breach. Without prejudice to any other rights or remedies that Owner and/or JLL may have with respect to any breach by Potential Investor and/or any Related Party, Potential Investor on behalf of itself and any Related Party hereby acknowledges and agrees that (a) damages would not be an adequate remedy for any breach of the terms of this Agreement by Potential Investor and/or any Related Party, (b) it is not aware of and will not seek to advance any reason why Owner and/or JLL should not be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the terms of this Agreement by Potential Investor and/or any any Related Party and (c) no proof of special damages shall be necessary for the enforcement of the terms of this Agreement.
9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to its conflicts of law provisions.
10. **Access to Property, Property's Management, Property Lender, and Property Tenants.** Potential Investor agrees to not seek to gain access to any non-public areas of the Property or communicate with Property's management employees, the holder of any financing encumbering the Property, the Property's tenants, and the Owner's partners(s) or any direct or indirect owners of any interest in the Property or Owner, without the prior consent of Owner, which consent may be withheld in the Owner's sole discretion.
11. **Entire Agreement, Waiver or Modification.** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by the parties subsequent to the date of this Agreement. The parties have not made any other agreement or representation with respect to the subject matter of this Agreement.

[signature page follows]

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Accepted and Agreed to this ____ day of _____, 2022.

POTENTIAL INVESTOR:

Company

Signature

Name

Title

Date

Address 1

Address 2

City, State, and Zip Code

Telephone

Email Address