

CONFIDENTIALITY AGREEMENT

RE: 14 Farmington Avenue, Plainville, CT

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 the undersigned unless and until the undersigned has executed this agreement. Upon receipt by Agent of this executed agreement, KeyPoint Partners is prepared to provide the Informational Materials for consideration in connection with the possible purchase of the Property subject to the following conditions:

1. All Informational Materials pertaining to the Property provided by KeyPoint Partners shall continue to be the property of the Owner. The Informational Materials may not be copied or duplicated without Owner's written consent.
2. The undersigned agrees to keep all information supplied by KeyPoint Partners, unless otherwise available in the public domain, strictly confidential. The Informational Materials may be disclosed to 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 undersigned 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 undersigned 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 undersigned 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 the undersigned prior thereto.

If in agreement with the foregoing, please return by email or fax a fully executed copy of this agreement to **AARON HUNTLEY, KeyPoint Partners**, One Burlington Woods Drive, Burlington, MA 01803; Phone (781) 418-6231;

Fax to (617-307-9040).

POTENTIAL PURCHASER:
ACCEPTED AND AGREED TO

THIS _____ DAY OF _____ 2016

Print Name: _____

SIGNATURE: _____

Company: _____

Address: _____

City, State, Zip Code: _____

Phone _____

Email _____