

Name: _____

Signature: _____

Company: _____

If Broker, please register buyer:

Email: _____

Buyer Name: _____

Phone: _____

Buyer Address: _____

Buyer Phone: _____

Please email the executed Agreement to: jweissman@bradvisors.com OR kbenzinger@bradvisors.com
Agreements can also be faxed to 617-536-9566.

CONFIDENTIALITY AGREEMENT

We, the undersigned prospective purchaser ("Purchaser"), request that you allow Boston Realty Advisors, as agents, to submit information to us regarding the properties known as 557 Tremont Street, Unit C, Boston, MA 02118 (the "Properties") in connection with our proposed offer to purchase the Property (the "Transaction") from N I C- LP MASS LP (the "Ownership"). We acknowledge that Ownership reserves the right to reject any and all offers for the purchase of the Property. We further acknowledge that neither Ownership nor Boston Realty Advisors assume any responsibility for the accuracy or completeness of the information contained in any offering materials for the Property and that the offering of the Property and any proposed Transaction with respect thereto is subject to withdrawal, revocation, alteration or change by you at any time with or without obligation of any kind to us as prospective Purchaser. The Purchaser agrees that if they, their agents, representatives, or employees (collectively, the "Reviewing Entity") commits a breach of any of the provisions of this Confidentiality Agreement, Ownership shall have the right and remedy to institute proceedings to obtain immediate injunctive relief for any breach or threatened breach hereof, it being hereby acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to Ownership and its affiliates and that money damages alone will not provide an adequate remedy to Ownership and its affiliates. This stipulation with respect to damages incurred by Ownership upon a breach of this Confidentiality Agreement by the Reviewing Entity shall be limited to use in an action for injunctive relief. Further, nothing herein shall be construed to limit any other remedy available to Ownership. We understand that all information you supply us concerning the Property or the Transaction, whether furnished before or after the date hereof, whether oral or written, and regardless of the manner in which it is furnished, is confidential and we agree to keep all such information confidential and not disclose, reveal, copy or distribute it to anyone without your prior written consent. The Reviewing Entity shall cause any of its employees, directors, officers, affiliates, agents, advisors or any other individuals or entities who receive such information to observe the obligations of the Confidentiality Agreement.

We understand that Boston Realty Advisors is acting on behalf of Ownership as the agent and advisor in connection with the sale of the property. We agree to pay all brokerage commissions, finder's fees, and other compensation to which any broker, finder or other person may be entitled to in connection with the negotiation, proposed and/or actual transaction involving the Property and us, except Boston Realty Advisors' compensation, which is payable by the Ownership, unless there is a broker named below in the co-brokerage section of this Agreement, and the co-broker is approved by Boston Realty Advisors. In addition, we agree to defend, indemnify, and hold harmless Ownership and Boston Realty Advisors 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 through us, our affiliates, successors, assigns, nominees and related parties, in connection with the negotiations, proposed and/or actual transaction involving the Property and us.

This Agreement embodies the full understanding of the parties and may not be changed orally. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Upon request, within the next thirty (30) days, we will return all information provided by Boston Realty Advisors, if we do not tender an offer for the Property.

Please acknowledge your agreement to and acceptance of the foregoing by signing where indicated and returning one (1) executed copy of the Agreement to our attention.



Boston Realty Advisors

ENTREPRENEURIAL AGILITY. INSTITUTIONAL EXPERTISE.

745 BOYLSTON STREET · BOSTON, MA · (T) 617.375.7900 · (F) 617.536.9566 · WWW.BRADVISORS.COM