

NON-CIRCUMVENT, NON-DISCLOSURE, CONFIDENTIALITY, AND REGISTRATION AGREEMENT

We appreciate your interest in the Proposed Transaction ("Proposed Transaction") of the Property referred to as **Absolute NNN Price Chopper** ("Property") as described in **Exhibit A** attached to this Non-Circumvent, Non-Disclosure, Confidentiality, and Registration Agreement ("Agreement"). As a result of your interest in the Property, please acknowledge your understanding and agreement with this Agreement by signing where appropriate.

Bilt Commercial Real Estate ("Bilt") has available for review certain information concerning the Property which includes information available to the public as well as specially prepared information (collectively, "Property Information"). Bilt will not make the Property Information available to Broker and/or Potential Purchaser ("Accepting Party") until the Accepting Party has executed and delivered this Agreement. Additionally, the Property Information may not be distributed to Accepting Party unless Accepting Party has been registered with and approved in writing by Bilt. Accepting Party shall not disclose any of the Property Information to any person or entity which has not executed this Agreement, and which has not been registered and approved by Bilt. Upon acceptance and approval of registration, Accepting Party may disclose the Property Information to its attorneys and other professionals, employees and institutional lenders (collectively "Related Parties") to the extent necessary and reasonable for the purpose of evaluating the Property Information. This Agreement shall be deemed to apply to such Related Parties, and Accepting Party shall be responsible and liable for assuring their compliance with the terms of this Agreement. Upon the receipt of this Agreement, properly executed by the Accepting Party, Bilt will have the option, in their sole and absolute discretion, to reject or revoke the registration of the Accepting Party. All accepted registrations will be subject to the following conditions:

1. **Non-Circumvent.** In consideration of Bilt's disclosure of the Property Information to Accepting Party, the Accepting Party will not at any time attempt to deal directly in any manner or circumvent Bilt or otherwise exploit the relationship with or attempt to directly contact the Property Owner, the Property Owner's respective officers, directors, shareholders, partners, members, employees, brokers, agents, representatives or any affiliate (collectively, "Owner") without express written permission from Bilt. Accepting Party agrees that negotiations concerning the Proposed Transaction of the Property shall be conducted, negotiated and transacted solely through Bilt and that any offers, letters of intent, counteroffers and purchase agreements will specifically name the Bilt as the procuring cause of the Proposed Transaction. If Potential Purchaser, including any affiliates, close a transaction and acquire the Property or participate in any loan, exchange, or other related transaction or transfer, directly or indirectly, with the Owner related to any of the Property, then Bilt is entitled to the full Compensation (which Potential Purchaser shall pay to the extent not paid by other parties to the sale), or the difference between the final sale price and the sales price under this Agreement, whichever is greater, for any such transaction during the term of this Agreement.
2. **Nondisclosure.** Accepting Party agrees not to disclose to any other person or business entity the fact that any discussion or negotiations are taking place with respect to the Property, including any business located therein, or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.
3. **Confidentiality.** By accepting the Property Information, Accepting Party agrees: (a) to hold and treat the Property Information in the strictest confidence; (b) that he or she will not disclose, copy, or duplicate the Property Information, or any of its contents, without prior written consent from Bilt (except to Related Parties as provided herein); and (c) that he or she will not use the Property Information, or any of its contents, in any fashion or manner detrimental to the interests Bilt and/or the Owner.
4. **Permitted Use.** Accepting Party will use the Property Information for any purpose other than in connection with the evaluation and consummation of the purchase of the Property. All Property Information which may be furnished to the Accepting Party by Bilt shall continue to be the property of Bilt and the Owner.
5. **Return of Evaluation Materials.** If Accepting Party decides not to proceed with the purchase of the Property, then Accepting Party shall promptly advise Bilt of the decision. In that case, or in the event that authorization, approval, or registration of Accepting Party is revoked, then the Accepting Party shall promptly purge all the material related to the Property Information.
6. **Warranty.** Bilt makes no representations or warranties with respect to the accuracy or completeness of the Property Information or otherwise under this Agreement, and hereby disclaims all implied warranties. Accepting Party agrees not to hold liable Bilt nor any other representative arising from the use or disclosure of the Property Information.
7. **Accuracy.** Accepting Party understand and acknowledge that Bilt does not make any representation or warranty as to the accuracy or completeness of the Property Information. Therefore, Bilt does not guarantee to the completeness or accuracy of the Property Information. The Broker agrees that Bilt shall not have any liability for any reason to the Accepting Party or Related Parties resulting from the use of the Property Information.

8. **Cost of Enforcement.** In the event either party commences a judicial action to enforce the provision of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, all costs and expenses incurred by it in the prosecution of defense of such action, including reasonable attorneys' fees. The Accepting Party hereby indemnify and hold harmless Bilt and their respective affiliates, successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any: (a) breach of any of the terms of this Agreement; and (b) claim or claims by any other broker, Potential Purchaser, finder or other party if such claim or claims are based in whole, or in part, on dealings with the Accepting Party, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or Proposed Transaction of the Property to Potential Purchaser.

9. **Subject to Withdrawal.** The Accepting Party acknowledge that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any other offer because of the terms thereof, lack of satisfactory credit references of any Potential Purchaser, or for any other reason, whatsoever, without notice. Accepting Party acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.

10. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be eliminated or limited to the minimum extent such that the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

11. **Governing Law.** This Agreement shall remain in effect and be governed and construed in accordance with the laws of the State of New York. Accepting Party consents to the exclusive jurisdiction of the state courts and U.S. federal courts located in Nassau County for any dispute arising out of this Agreement.

12. **Binding Effect.** This Agreement represents the entire Agreement between Bilt and Accepting Party relating to the receipt, use and disclosure of the Property Information. This Agreement shall apply to and be binding upon the Accepting Party, all Related Parties and their directors, officers, employees, agents, successors and assigns. The representative signing this Agreement represents that he and/or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the appropriate parties.

13. **Reproduction Prohibited.** No copies shall be made or retained of any written information supplied to Accepting Party by Bilt. At the conclusion of any discussion, negotiation or upon demand by the Bilt, all information including notes, photographs, financial statements, or any other details released to Accepting Party shall be destroyed or returned to the Bilt. Property Information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this agreement.

14. **Term.** Recipient shall not use or disclose Confidential Information for a period of two (2) years from the Effective Date.

15. **Entire Agreement.** This Agreement expresses the complete understanding of the parties with respect to the Proposed Transaction and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing and signed by both parties

ACCEPTING PARTY

ACCEPTED AND AGREED TO THIS _____ (EFFECTIVE DATE)

_____ (Signature)

First and Last Name: _____

Principal or Broker: _____

Company: _____

Address: _____

Phone Number: _____

Email: _____

EXHIBIT "A"

Property Description

Absolute NNN Price Chopper

PROPERTY ADDRESS: Disclosed upon execution of this agreement

COUNTY/STATE: Worcester County, MA

APPROX. SF: 69,020 SF

APPROX. LOT SIZE: 10.51 AC

YEAR BUILT: 2003

LEASE EXPIRATION: 7/1/2028

RENT: \$1,234,078

LEASE TYPE: Absolute NNN

PROPERTY PHOTO:

