



CONFIDENTIALITY AGREEMENT

BCR | Brown Commercial Realty ("Broker") has made available certain confidential, non-public or proprietary information regarding a property ("Property"), which includes financial and other confidential materials ("Informational Materials"). Broker will not provide nor disclose such Informational Materials to the investor ("Potential Purchaser") unless and until the Potential Purchaser has executed this agreement. Upon Broker's receipt of this executed agreement, Broker is prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions:

1. Potential Purchaser will require its Representatives and Related Parties to be bound by this Agreement, and Potential Purchaser will be responsible for any breach of this Agreement by its Representatives/Related Parties.
2. All Informational Materials pertaining to the Property which may be furnished to the Potential Purchaser by Broker shall continue to be the property of the owner ("Owner"). Potential Purchaser may retain one (1) copy of the Informational Materials as is required by law or Potential Purchaser's prudent corporate document retention policy.
3. The undersigned hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Property and agrees that it will not look to the Owner or Broker for any fees or commissions in connection with the sale of the Property. The undersigned also hereby acknowledges that it has not dealt with any broker other than Broker regarding the acquisition of the Property or, if it has, the undersigned hereby agrees to indemnify the Owner and Broker against any compensation, liability or expense arising from claims by any other broker or other party the undersigned had dealing with (excluding Broker) in connection with the sale.
4. The Informational Materials may be disclosed to the Potential Purchaser's partners, employees, legal counsel, and lenders ("Related Parties"), solely for the purpose of evaluating the potential purchase of the Property.
5. The Potential Purchaser acknowledges that Broker and Owner do not make any representations or warranties 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 Broker by others and has not been independently verified by Broker and is not guaranteed as to completeness or accuracy. Broker and Owner encourage and recommend that any Potential Purchaser investigate and independently verify all Informational Material and any other information they deem necessary to make an informed decision on whether, or not, this particular property meets their investment needs and/or criteria.
6. The Potential Purchaser hereby indemnifies and holds harmless Broker 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 the terms of this agreement. Also, the Potential Purchaser warrants that it has dealt with Broker only related to the subject property and Potential Purchaser agrees that all inquiries and communications with respect to the contemplated sale of such Property be directed to Broker.
7. This agreement terminates three (3) years from the date hereof except as to written claims by Owner against Potential Purchaser prior thereto.
8. This Agreement will be governed and construed in accordance with the laws of the State in which the Property is located and will be binding on the parties' successors and assigns.
9. The Potential Purchaser acknowledges that this agreement also includes the New Hampshire Real Estate Brokerage Disclosure Form and acknowledges that the document has been presented.

10 TECHNOLOGY DRIVE, AIRPORT BUSINESS PARK, WEST LEBANON, NH

further identified as Map ID:145/4 ("Property")

I have read and agree to the Confidentiality Agreement and NH Disclosure Form.

Potential Purchaser (Print):

Investor Signature:

Investor Company:

Address: City/State:

Email Address:

Telephone:

Date:



NEW HAMPSHIRE REAL ESTATE COMMISSION

121 South Fruit Street, Ste 201 Concord, NH 03301 Tel.: (603) 271-2219

BROKERAGE RELATIONSHIP DISCLOSURE FORM

(This is Not a Contract)

*This form shall be presented to the consumer at the time of first business meeting,
prior to any discussion of confidential information*

Right Now You Are A Customer

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

As a customer, you can expect a real estate licensee to provide the following customer-level services:

- To disclose all material defects actually known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance.

To Become A Client

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

As a client, in addition to the customer-level services, you can expect the following client-level services:

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.

For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.

For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

Client-level services also include advice, counsel and assistance in negotiations.

**For important information about your choices in real estate relationships,
please see page 2 of this disclosure form.**

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).

I understand as a customer I should not disclose confidential information.

Name of Consumer (Please Print)

Name of Consumer (Please Print)

Signature of Consumer

Date

Signature of Consumer

Date

Provided by: _____

Licensee

Date

(Name of Real Estate Brokerage Firm)

Consumer has declined to sign this form.

(Licensees Initials)

Types of Brokerage Relationships commonly practiced in New Hampshire

SELLER AGENCY (RSA 331-A:25-b)

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client and the licensee has the duty to represent the seller's best interest in the real estate transaction.

BUYER AGENCY (RSA 331-A:25-c)

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)

Single agency is a practice where a firm represents the buyer only, or the seller only, but never both in the same transaction. Disclosed dual agency cannot occur.

SUB-AGENCY (RSA 331-A:2, XIII)

A sub-agent is a licensee who works for one firm, but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

DISCLOSED DUAL AGENCY (RSA 331-A:25-d)

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

DESIGNATED AGENCY (RSA 331-A:25-e)

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

FACILITATOR (RSA 331-A:25-f)

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

ANOTHER RELATIONSHIP (RSA 331-A:25-a)

If another relationship between the licensee who performs the services and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.