



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 Informational Materials may be disclosed to the Potential Purchaser's partners, employees, advisors, legal counsel, and lenders ("Related Parties"), solely for the purpose of evaluating the potential purchase of the Property.
- 4. The Potential Purchaser acknowledges that Broker and Owner do not make any representations or warranties as to the accuracy of 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.
- 5. 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.
- 6. This agreement terminates three (3) years from the date hereof except as to written claims by Owner against Potential Purchaser prior thereto.
- 7. 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.
- 8. The Potential Purchaser acknowledges that this agreement also includes the Vermont Real Estate Commission Mandatory Disclosure Form and acknowledges that the document has been presented.

132 Ballardvale Drive, White River Junction, VT,
further identified by the Town of Hartford, VT as Parcel ID 14-21
("Property")

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

Potential Purchaser (Print): _____

Investor (Signature) / Date: _____

Investor Company: _____

Address: City/State: _____

Email Address: _____

Telephone: _____

If Applicable
Buyer Broker Firm & Individual(Print) _____

Buyer Broker (Signature) / Date _____



Vermont Real Estate Commission Mandatory Consumer Disclosure



[This document is not a contract.]

This disclosure must be given to a consumer at the first reasonable opportunity and before discussing confidential information; entering into a brokerage service agreement; or showing a property.

RIGHT NOW YOU ARE NOT A CLIENT

The real estate agent you have contacted is not obligated to keep information you share confidential. ***You should not reveal any confidential information that could harm your bargaining position.***

Vermont law requires all real estate agents to perform basic duties when dealing with a buyer or seller who is not a client. All real estate agents shall:

- Disclose all material facts known to the agent about a property;
- Treat both the buyer and seller honestly and not knowingly give false or misleading information;
- Account for all money and property received from or on behalf of a buyer or seller; and
- Comply with all state and federal laws related to the practice of real estate.

You May Become a Client

You may become a client by entering into a written brokerage service agreement with a real estate brokerage firm. Clients receive the full services of an agent, including:

- Confidentiality, including of bargaining information;
- Promotion of the client's best interests within the limits of the law;
- Advice and counsel; and
- Assistance in negotiations.

You are not required to hire a brokerage firm for the purchase or sale of Vermont real estate. You may represent yourself.

If you engage a brokerage firm, you are responsible for compensating the firm according to the terms of your brokerage service agreement.

Before you hire a brokerage firm, ask for an explanation of the firm's compensation and conflict of interest policies.

Brokerage Firms May Offer NON-DESIGNATED AGENCY or DESIGNATED AGENCY

- **Non-designated agency** brokerage firms owe a duty of loyalty to a client, which is shared by all agents of the firm. No member of the firm may represent a buyer or seller whose interests conflict with yours.
- **Designated agency** brokerage firms appoint a particular agent(s) who owe a duty of loyalty to a client. Your designated agent(s) must keep your confidences and act always according to your interests and lawful instructions; however, other agents of the firm may represent a buyer or seller whose interests conflict with yours.

THE BROKERAGE FIRM NAMED BELOW PRACTICES NON-DESIGNATED AGENCY

I / We Acknowledge Receipt of This Disclosure

This form has been presented to you by:

Printed Name of Consumer

Printed Name of Real Estate Brokerage Firm

Signature of Consumer Date

Printed Name of Agent Signing Below

[] *Declined to sign*

Printed Name of Consumer

Signature of Agent of the Brokerage Firm Date

Signature of Consumer Date

[] *Declined to sign*