



The Mega Group
Commercial Real Estate

THE MEGA GROUP
7 FEDERAL STREET #15
DANVERS, MA 01923

P (978) 762-9771
F (978) 762-9772

NON-DISCLOSURE AGREEMENT HARBOR VIEW APARTMENTS

The Mega Group (“Agent”) is acting as Exclusive Agent for the Owner of Record (“Owner”) in connection with the sale of the above-referenced property (the “Property”). On behalf of Owner, Agent is prepared to furnish (“Advisor”) information regarding the Property (“Property Information”) in connection with the sale of the Property, to the undersigned prospective buyer who is acting as principal and not a broker, finder or similar agent (“Prospect”).

Confidentiality

The Evaluation Materials furnished to you and the Prospect will not be used for any purpose other than to evaluate a possible purchase of the Property by the Prospect and that all Evaluation Materials, heretofore and hereafter furnished, shall be deemed confidential and shall be kept in strict confidence and under appropriate safeguards. Advisor and Prospect agree not to make any of the Evaluation Materials available, or disclose or distribute, either orally or in writing, any of the contents of the Evaluation Materials, to any other person or prospective buyer unless, (i) such person has been identified to us, and (ii) we have approved, in writing, the furnishing of Evaluation Materials or such disclosure to such person as evidenced through the execution of a confidentiality agreement the provisions of which shall be substantially the same as the provisions of this Agreement. Exclusions to this shall include the Prospect’s legal counsel, internal employees or partners directly involved with the acquisition or evaluation of the Property. Under all circumstances, Advisor and Prospect shall remain responsible for any breach of any term of this Confidentiality Agreement by any person whom either the Advisor or Prospect furnish any part of the Evaluation Materials. Without our prior written consent, neither you nor the Prospect will disclose to any person, either the fact that discussions or negotiations are taking place concerning a possible purchase of the Property by you or any of the terms, conditions or other facts with respect to any such possible purchase, including the status thereof. The term “person” as used in this Agreement shall be interpreted broadly and shall include, without limitation, any corporation, company, partnership or individual. Exclusions to this shall include the Prospect’s legal counsel, internal employees or partners directly involved with the acquisition or evaluation of the Property.

Errors and Omissions

Advisor and the Prospect acknowledge that neither the Agent nor Owner has made any representation or warranty as to the completeness or accuracy of the Evaluation Materials, or the suitability of the information contained therein for any purpose whatsoever, and any representation or warranty in connection therewith is hereby expressly excluded. The Evaluation Materials provided are subject to, among other things, errors and omissions, addition or deletion of terms, change of price or terms, withdrawal from market without notice, and prior sale. Advisor and Prospect agree that the Owner/Agent shall have no liability resulting from the delivery or use of the Evaluation Materials or otherwise with respect thereto, and also agree to defend, indemnify and hold the Owner/Agent harmless from and against all loss, damage or expense sustained or incurred by Owner/Agent by reason of any unauthorized distribution or disclosure of the Evaluation Materials by you.

Advisor's Representation and Warranty

Prospect understands that Agent is not offering broker compensation to Prospect's Advisor. Any fees and/or broker commission to the Prospect's Advisor is at the sole cost and expense of the Prospect. Advisor hereby represents and warrants to Agent that it has been authorized to and will act as the sole and exclusive Advisor for the Prospect in connection with the possible acquisition of the Property.

Advisor also agrees not to make any of the Property Information available to any person or entity other than the Prospect. Advisor and Prospect agree not to release any information regarding the sale to any news or social media without the Agent's explicit written approval.

Advisor and Prospect agree that neither of you nor any of your officers, directors, partners, employees, representatives or agents will contact the tenants or on-site property management staff of the Property in connection with your review of the Evaluation Materials. Any and all questions related to the Evaluation Materials or any of the Properties must be directed solely to The Mega Group.

A Buyers Questionnaire is required for the Prospect to be approved. Once the Questionnaire is received and reviewed, as a normal part of due diligence, Advisor and Prospect agree that Agent and/or Owners respective affiliates may need to contact the Prospect and their respective affiliates directly and that this action is in no way an attempt to diminish the involvement of the Advisor.

Advisor hereby agrees to indemnify, defend and hold harmless Owners, Agent, and their respective affiliates, the partners, directors, officers, employees, representatives and agents of each of them, from and against any obligation, liability, claim, demand, causes of actions, damages, loss, costs and expenses (including legal fees, court costs and other costs of defense), penalties and fines arising out of or in connection with (i) the negligence or willful misconduct of you or any of your officers, directors, partners, employees, representatives or agent and (ii) any breach of this letter agreement by you, or any of your officers, directors, partners, employees, representatives, agents or any person to whom you transmit Property Information.

This Agreement and the rights afforded to the Advisor shall only apply to the Prospect herein. Any and all other prospect's shall require their own, separate agreements. This Agreement shall expire on the earlier of (i) the Prospect's acquisition of title to the Property and/or Business or (ii) one year from the date hereof.

If you are in agreement with the foregoing, please sign and return one copy of this letter to Agent, which when accepted and fully executed by agent will constitute our agreement with respect to the subject matter of this letter.

Sincerely yours,
Brian DApice, Principal

Please consult with an attorney prior to signing this document

Prospect's Signature _____	Advisor's Signature _____
Name _____	Name _____
Title _____	Title _____
Company _____	Company _____
Phone _____	Phone _____
Email _____	Email _____

The above registered Prospect must be accepted by The Mega Group in order to constitute an agreement between the parties. If this page is not signed and accepted, then this agreement is null and void.

The above registered Prospect is hereby accepted by The Mega Group.

The Mega Group

Date

BUYERS QUESTIONNAIRE

Please comment in writing on the following questions relating to the deal structure and sources of debt and equity for the transaction.

1. Specify the form of ownership with which you propose to acquire the property (i.e. joint venture, no partner, etc.).
2. How much equity will be used in acquiring the asset and what are the major sources for this equity?
3. What approvals must be obtained in order to invest this equity in this asset (i.e. please explain your investment committee approval process)?
4. Will you be using acquisition financing and if so, which lenders/mortgage brokers have you talked with about financing? What have you underwritten for financing terms, if any?
5. Do you plan on using a 1031 Tax Deferred Exchange?

Prospect's Signature _____ Date _____

By _____