



CONFIDENTIALITY/REGISTRATION AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by 297 NEWBURY STREET LLC, ("Owner") and _____ ("Cooperating Broker") and C. Talanian Realty Co., Inc. ("Listing Broker") regarding the property known as 297 NEWBURY STREET, BOSTON, MA 02116 ("Property"). This obligation or confidentiality undertaken pursuant to this Agreement shall survive any future agreement with the Owner. COOPERATING BROKER/PURCHASER HAS REQUESTED information from Owner for the purpose of evaluating the Property. The Owner shall deliver information concerning the Property, much of which is highly confidential only to those parties that Owner's Agent C. Talanian Realty Co., Inc., has agreed to in writing prior to the disbursement of any information. THE PARTIES AGREE TO THE FOLLOWING, in consideration of the covenants and agreements contained herein:

- 1. Cooperating Broker/Purchaser will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder (Marketing Information") to any person or entity that has not been approved and agreed to in writing by C. Talanian Realty Co., Inc.
- 2. The person(s) signing this Agreement on Cooperating Broker's behalf will take all appropriate precautions to limit the dissemination of the Marketing Information only to those persons who have need to know of the marketing information, and who are specifically aware of the Agreement and agree to honor it.
- 3. This Agreement applies to all Marketing Information received from Owner, now or in the future, which is not readily available to the general public. Cooperating Broker understands that all marketing information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner.
- 4. All information shall be used for the sole purpose of evaluating the Property and it shall not at any time, or in any manner, be used for any other purpose.
- 5. Cooperating Broker or any other party shall not contact directly any persons concerning the Property, other than C. Talanian Realty Co., Inc., without written permission from Listing Broker. Such persons include, without limitation, Owner's employees, suppliers, lenders and tenants.
- 6. Owner makes no representations or warranties; express or implied, as to the accuracy or completeness of any marketing information provided by them. Cooperating Broker assumes full and complete responsibility for reconfirmation and verification of all Marketing Information received and expressly waives all rights of recourse against Owner and Listing Broker with respect to the same.
- 7. The Persons signing on behalf of Cooperating Broker/Purchaser represents that they have the authority to bind the party for whom they sign.
- 8. This Agreement shall be governed and construed in accordance with the laws of the State of Massachusetts.
- 9. Cooperating Broker recognizes that they do not represent the Owner in this Transaction. Only C. Talanian Realty Co., Inc., acting as Seller's Broker represents the Owner.
- 10. In the event Cooperating Broker successfully produces a Buyer that closes on the Property and Owner pays C. Talanian Realty Co., Inc., the brokerage commission, C. Talanian Realty Co., Inc. shall pay a Cooperating Broker Fee in the amount of 50% of the total commission paid by the Seller to Cooperating Broker as its full compensation.
- 11. Cooperating Broker agrees not to circumvent Listing Broker on this Property for any reason whatsoever, or future Property of the Owner for any reason whatsoever.
- 12. All Buyers that the Cooperating Broker wishes to register must be registered and approved by Listing Broker prior to submission of the Marketing Information. In the event Cooperating Broker fails to register any buyer, he/she shall not be entitled to any Cooperating Broker fee.

COOPERATING BROKER (Print Name): _____ LICENSE#: _____

Agent: _____ By: _____ Date: _____

Address: _____

Telephone: _____ Fax Number: _____ Email: _____

PROSPECTIVE PURCHASER/ENTITY (Print Name): _____

Name of Authorized Signatory for Purchaser/Entity (Signature) : _____

By: _____ Its: _____ Date: _____

Address: _____

Telephone: _____ Fax Number: _____ Email: _____