

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

AGREEMENT (the "Agreement") made as of _____, 2011, by _____ ("Recipient"), whose address is _____ with CHM REALTY, LLC ("Information Owner") of 15 Belmont Street, 4th Floor, Worcester, Massachusetts 01605.

In consideration of the privileges granted to Recipient with respect to certain confidential information, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Recipient, Recipient acknowledges and agrees with Information Owner as follows:

1. Information Owner possesses Information (defined below) which it desires to keep confidential. Recipient wishes to have access to certain portions of the Information on a confidential basis and subject to the terms of this Agreement, solely for the purpose of considering the acquisition of or investment in real property currently owned by CHM Realty, LLC in Worcester, Massachusetts.

2. The term "Information" means any information and material which is proprietary to Information Owner, whether or not owned or developed by Information Owner, which is not generally known other than by Information Owner, its employees and agents, and which Recipient may obtain through any direct or indirect contact with Information Owner. Information includes, without limitation, business records and plans; business methods and trade secrets; income and operating expenses and other financial data; tenants, leases, and lease provisions; and other proprietary information.

3. Recipient agrees to hold all Information either in written form or disclosed orally as strictly confidential. Without limiting the generality of the foregoing, the Recipient shall accord such Information the same degree of security that it provides for its own confidential information of similar character and shall not disseminate or disclose such Information to any persons except only employees and advisors who have a need to know such Information and who are likewise bound to hold such Information in confidence. Upon request of Information Owner, Recipient will destroy or return to Information Owner all originals and copies of the Information, including any documents, memoranda, notes or other writings which were received from Information Owner or its agent and which contain Information. If destroyed, Recipient will certify such destruction in writing to Information Owner.

4. Information will not be subject to the confidentiality obligations by reason of this Agreement if such Information: (i) is already known by the Recipient as evidenced by its written records prior to being received from Information Owner, (ii) is rightfully received by the Recipient without confidential restriction in favor of Information Owner, or (iii) becomes public knowledge without the fault of Recipient or in violation of this Agreement.

5. Recipient agrees that any breach of this Agreement will cause irreparable harm for which there may be no adequate remedy at law. In the event of such a breach or a threatened breach by Recipient, Information Owner shall be entitled to an injunction restraining the breaching party from disclosing the Information. Nothing herein shall be construed as prohibiting Information Owner from pursuing any other remedies available to it for such breach or threatened breach, including recovery of damages.

6. Nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturers, or principal and agent or to create any entity or association. Neither party shall have the power to bind or obligate the other party in any manner whatsoever with respect to third parties.

7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Information Owner and Recipient, as the case may be.

IN WITNESS WHEREOF, Recipient has caused this instrument to be executed under seal in one or more counterparts by its respective authorized representative as of the date first written above.

_____ (Recipient)

By: _____

Print Name:

Title: