

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

New Haven Group, Inc. ("Agent") has been retained on by the Seller, to represent the offering of its interest in the sale of the following property: **410 and 430 John Downey Drive, New Britain, CT, 114 Porter Street, Waterbury, CT and 7 Town Line Road, Wolcott, CT ("Property")**. Recipient hereby acknowledges and agrees that certain confidential information about the Property or **Northeast Metal Works, LLC** or its entities which has been or may be disclosed in the future is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Property listed above.

Neither Seller nor Agent, nor any of their officers, employees or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of any information provided and no legal liability is assumed or shall be implied with respect thereto. Information provided has been or will be gathered from sources that are deemed to be reliable but Seller nor Agent warrants or represents that the information is true or correct. Recipient is advised to verify information independently and seek additional information, if necessary. Seller or Agent reserves the right to change the price, or any information provided or to withdraw the Property from the market at any time without notice.

Recipient agrees that the information provided is confidential (unless it was previously found in the public domain), that you will hold and treat it in the strictest of confidence, that you will not directly or indirectly disclose or permit anyone else to disclose this information to any other firm or entity without prior written authorization of Seller or Agent, and that you will not use or permit to be used this information, in any fashion or manner detrimental to the interest of Seller or Agent. You will direct your consultants, partners or attorneys to treat this information as confidential. Photocopying or other duplication (electronic) is strictly prohibited. Recipient, or any of its representatives will at no time have any discussions with the any tenants under a lease agreement at the Property without written consent from the Seller.

While Seller and/or Agent may discuss the purchase and sale of the Property with Recipient, Seller, in its sole and absolute discretion, may itself or through Agent, terminate discussions at any time and for any reason. Recipient acknowledges Seller has no obligation to discuss or agree to the sale of the Property. The discussions may be lengthy and complex, notwithstanding that we may reach one or more oral understandings or agreements on one or more issues we are discussing, neither of us shall be bound by any oral agreement of any kind and no rights, claims, obligations or liabilities of any kind, either express or implied, shall arise or exist in favor of or be binding upon either Seller or Agent, except to the extent expressly set out in a definitive written agreement signed by Seller and binding by its terms upon the Seller.

Recipient is advised that New Haven Group, Inc. (Agent) is acting on behalf of Seller as Agent in connection with the investment in this Property. In the event Recipient has buyer broker agent, Recipient will be responsible for any fees owed to its buyer broker.

If you do not wish to pursue negotiations leading to this acquisition, or if in the future you discontinue such negotiations, you agree to return all confidential information to Seller or Agent. Please execute below and **return via email to ski@thenewhavengroup.com** at your earliest convenience. A faxed or electronic signature is agreed to constitute an original signature.

THIS CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS REPRESENTATIONS OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF THE PREPARATION OF THIS MEMORANDUM.

See signature pages on next page for Recipient and Buyer Broker:

RECIPIENT (including affiliates or assigns):

AGREED AND ACCEPTED, this _____ day of _____ 2020

Company (Print Clearly)

Street Address

By

City, State Zip

Signature

Telephone #

Email Address

Fax #