

CONFIDENTIALITY AGREEMENT

File # _____

Effective on the date indicated, this is an agreement between Liquor Store Brokers,
a business unit of Beacon Capital Group (Broker) and

Print name here _____ (Buyer)

The Buyer acknowledges that they have approached Broker with the express purpose of discussing the purchase of the business referenced above for which Broker is acting as agent of the Seller. Broker further warrants that he has the authority to act as agent for said Business. Broker agrees to provide the Buyer with certain information, either written or orally, documents, appraisals, compilations, studies and/or other documents prepared by the business or Broker which may contain or otherwise reflect data about Business which may be useful to the Buyer in making an informed decision regarding the purchase of Business. Such information, in whole or in part, together with any analyses, compilations, studies or other documents prepared by Broker regarding Owners, their employees or agents may be non-public, confidential or proprietary in nature. The aforementioned documents et al, are to be hereinafter referred collectively as the "Information". In consideration of Broker furnishing said information, the Buyer agrees:

1. On a need to know basis for the purpose of evaluating the transaction. The Buyer warrants that Buyer will be responsible for any breach of this Agreement by the Buyer's Agent.
2. The term "Information" does not include information that becomes generally available to the public other than as a result of disclosure by the Buyer or any approved party to whom the Buyer has transmitted the information, nor does it include information that was available to the Buyer on a non-confidential basis from a source other than Broker and who is not bound by a confidentiality agreement to Broker.
3. The Buyer understands and acknowledges the sensitivity of the discussions as they may affect the employees, agents, bankers, customer, clients and/or any other parties having dealings with the Property and agrees to refrain from initiating any intentional direct or indirect communication with any of the foregoing without the express prior written approval of the Broker.
4. The Buyer agrees to indemnify owners of the business for any damages accrued as a result of the Buyer's breach of this Agreement.
5. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Original or facsimile signatures on this Agreement shall be legally binding on all parties.
6. The Buyer warrants and represents that the Prospective Buyer has assets or sources to finance the transaction available sufficient to conclude the transaction about which he is inquiring.
7. The information, and all copies thereof, including any derivative documents prepared by the Buyer's Agents, will be held by the Buyer, kept confidential pursuant to the terms of this Agreement and returned to the Broker on demand.
8. The buyer acknowledges that all information of the business is being provided by the Seller or other sources and is not verified in any way by the Broker. The Broker is relying on the Seller or such other sources for the accuracy of said information and has no knowledge of the accuracy of said information and makes no warranty, expressed or implied as to the accuracy of such information. Understanding that, prior to entering into an agreement to purchase said business, the buyer will make such independent verification as they deem necessary of said information. The buyer agrees that the Broker is not responsible for the accuracy of any of the information they receive or fail to receive and they agree to indemnify and hold the Broker and its agents harmless from any claims or damages resulting therefrom. The buyer will look only to the Seller and their own investigation.
9. The buyer agrees that all correspondence, inquiries, offers to purchase and negotiation relating to the purchase or lease of any business presented to them by the Broker will be conducted exclusively through the Broker. Further, the buyer agrees that should they interfere over the next 12 months in any way with the Broker's right to a commission, or should it be construed that they are acting for, with or on behalf of another undisclosed party or company, they will be personally liable for payment of such commission and will also pay reasonable attorney's fees and collection costs.

_____	_____	Buyer	Date
Liquor Store Brokers	Date	_____	_____
		E-mail	Phone
		_____	_____
		Address	_____

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