

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") dated as of _____ is entered into by _____ ("Broker/Buyer/Client") having an address of _____ In favor of Atlantic Capital Partners. Seller (or sellers agent/broker) proposes to make available to Buyer/Broker and its officers, directors, employees, agents, accountants, lawyers and other advisors ("Representatives") (or to cause to be made available to Representatives) certain confidential, non-public or proprietary information (the "Evaluation Material") regarding the property and brought to Buyer/Broker's attention by Clients (the "Proposed Transaction"). The term "Evaluation Material" includes the fact that the Client is having discussions with Broker concerning the Proposed Transaction, and any information concerning the Property, and the Property's tenants, including but not limited to transaction documents, structure outlines, customer data, financial data and similar proprietary information, together with and all notes, compilations, analyses and other material prepared by Client and its Representatives which contain or reflect such Evaluation Material.

As a condition to Client providing the Evaluation Material, Buyer/Broker agrees as follows:

1. Buyer/Broker will require its Representatives to be bound by this Agreement, and Broker will be responsible for any breach of this Agreement by its Representatives.
2. Buyer/Broker will not disclose the Evaluation Material to anyone other than its authorized Representatives who need to know such information for purposes of evaluating the Proposed Transaction. Broker will use the Evaluation Material for the sole purpose of evaluating the Proposed Transaction and not for any other purpose.
3. This Agreement will not apply to Evaluation Material which (i) is or becomes generally available to the public other than as a result of disclosure by Broker or its Representatives in breach of this Agreement, or (ii) is or becomes available to Broker on a non-confidential basis from a source other than Broker, provided that such source is not known to Broker to be prohibited from disclosing such information by a legal, contractual or fiduciary obligation to Broker.

Buyer/Broker agrees that it will not, without express written authorization from Client, initiate or maintain contact with any joint venture partner, tenant, property manager, borrower, guarantor or other obligor under or with respect to the Property (except for contacts in the ordinary course of business unrelated to Client's evaluation of the Proposed Transaction).

4. Upon the request of Client, Buyer/Broker will return or certify to the destruction, as requested by Client, of all copies of the Evaluation Material.

5. If Buyer/Broker or any of its Representatives receives a request or becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order or similar process) to disclose any of the Evaluation Material, prior to any such disclosure Broker will (i) promptly notify Client and (ii) cooperate with Client in any attempt it may make to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be afforded the Evaluation Material. If such protective order or other appropriate remedy is not obtained, Broker will furnish only that portion of the Evaluation Material which is legally required.

6. Buyer/Broker will indemnify and hold harmless Client from any damage, loss, claim or other liability arising out of the breach of this Agreement by Client or its Representatives. Client acknowledges that Broker would be irreparably injured by a breach of this Agreement, and agree that Broker will be entitled to equitable relief (including injunctive relief and specific performance) in the event of any such breach. This remedy will be in addition to all other remedies available to Broker at law or in equity. No

failure or delay by Broker in exercising any right, power or privilege hereunder will operate as a waiver thereof.

7. Client is providing the Evaluation Material to Buyer/Broker without representation or warranty, express or implied, of any kind or nature, as to accuracy, completeness or suitability for any purpose. Neither Client, nor its parent or subsidiaries (or their respective officers, directors, employees, agents or advisors), will have any liability to Broker as a result of its use of or reliance on the Evaluation Material.

8. This letter sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings (whether written, verbal, implied or otherwise) with respect thereto. No term or condition of this letter may be waived or otherwise modified except by a written agreement executed by the party to be charged.

9. This Agreement will be governed and construed in accordance with the laws of the State in which the Property is located, and will be binding on the parties' successors and assigns.

IN WITNESS WHEREOF, a duly authorized representative of Broker and, if applicable, Client has executed this Agreement as of the date set forth above.

"Buyer"

By: (Signature): _____

(Print Name): _____

Date: _____

"Broker"

By: (Signature): _____

(Print Name): _____

Date: _____

Atlantic Capital Partners ("Broker") has available certain confidential, non-public or proprietary information regarding a property ("Property"), which includes financial materials ("Informational Materials"). Broker will not provide nor disclose such Informational Materials to the investor ("Potential Purchaser") unless and until the Potential Purchaser has executed this agreement. Upon Broker's receipt of this executed agreement, Broker is prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions:

1. Buyer/Broker will require its Representatives to be bound by this Agreement, and Broker will be responsible for any breach of this Agreement by its Representatives.
2. All Informational Materials pertaining to the Property which may be furnished to the Potential Purchaser by Broker shall continue to be the property of the owner ("Owner"). Potential Purchaser may retain one (1) copy of the Informational Materials as is required by law or Potential Purchaser's prudent corporate document retention policy.
3. The undersigned hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Property and agrees that it will not look to the Owner or Broker for any fees or commissions in connection with the sale of the Property. The undersigned also hereby acknowledges that it has not dealt with any broker other than Broker regarding the acquisition of the Property or, if it has, the undersigned hereby agrees to indemnify the Owner and Broker against any compensation, liability or expense arising from claims by any other broker or other party the undersigned had dealing with (excluding Broker) in connection with the sale.
4. The Informational Materials may be disclosed to the Potential Purchaser's partners, employees, legal counsel and lenders ("Related Parties"), solely for the purpose of evaluating the potential purchase of the Property.
5. The Potential Purchaser acknowledges that Broker and Owner do not make any representations or warranties as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to Broker by others and has not been independently verified by Broker and is not guaranteed as to completeness or accuracy.

6. The Potential Purchaser hereby indemnifies and holds harmless Broker and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this agreement. Also, the Potential Purchaser warrants that it has dealt with Broker only related to the subject property and Potential Purchaser agrees that all inquiries and communications with respect to the contemplated sale of such Property be directed to Broker.
7. This agreement terminates one (1) year from the date hereof except as to written claims by Owner against Potential Purchaser prior thereto.
8. This Agreement will be governed and construed in accordance with the laws of the State in which the Property is located, and will be binding on the parties' successors and assigns.

Citizens Bank | East Boston, MA ("Property")

I have read and agree to the Confidentiality Agreement

Potential Purchaser (Print): _____

Investor Signature: _____

Investor Company: _____

Address: _____

City/State: _____

Email Address: _____

Telephone: _____

Date: _____