

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_, \_\_\_\_\_  
City State Zip Code

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: March \_\_, 2012

Daniel P. McLaughlin Daniel P. McLaughlin Co., Inc. 31 New Chardon Street Boston, MA 02114	The Property and Casualty Initiative, LLC 211 Congress Street, 4th floor Boston, MA 02110
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**Re: Confidentiality Agreement**

**Premises: 509-527 Moody Street, Waltham, Massachusetts (the "Premises")**

Ladies and Gentlemen:

We acknowledge that Daniel P. McLaughlin Co., Inc. ("McLaughlin") is acting as the auctioneer in the foreclosure of the mortgage held by The Property and Casualty Initiative, LLC ("Lender") on the Premises.

We have requested that you furnish us with information concerning the Premises. This information may include, without limitation, copies of any leases and subordination, nondisturbance and attornment agreements regarding the Premises in the possession of Lender, title information, municipal lien certificates, reports and other information concerning the Premises (collectively, "Property Information"). We acknowledge and agree that the Property Information will be furnished to us only on the condition that we agree to treat the Property Information confidentially as hereinafter provided. Therefore, as an inducement to Lender and McLaughlin, we hereby agree as follows:

1. No Property Information furnished to us will be used, duplicated, or disseminated by us for any purpose other than evaluating a possible purchase of the Premises at foreclosure. Therefore, we agree to keep all Property Information strictly confidential; provided, however, that the Property Information may be disclosed to our key employees, lenders, partners, advisors, outside counsel and accountants (collectively, "Related Parties") on a strictly "need to know" basis. These Related Parties shall be informed by us of the confidential nature of such Property Information, provided with a copy of this agreement by us and instructed by us to abide by its terms. We will promptly, upon request, return or destroy all Property Information and summaries, analyses, models and other work product generated with respect to the Property Information and all copies thereof (whether furnished before or after the date of this letter) to McLaughlin, without retaining copies. We shall be responsible for compliance and any

breach of this agreement by all Related Parties and any other persons or entities who obtain Property Information from any Related Parties, whether or not in accordance with this Agreement.

2. The term “Property Information” shall not include such portions thereof which (i) are or become available to the public other than as a result of a disclosure by us, (ii) become available to us on a non-confidential basis from another source which, to the best of our knowledge, is not subject to a confidentiality agreement, (iii) was known by us prior to its disclosure by McLaughlin or Lender, or (iv) are required to be disclosed by applicable law or at the request of any regulatory or supervisory authority having jurisdiction over us.

3. We agree that McLaughlin and Lender may have no adequate remedy at law if we violate any of the terms of this agreement. In such event, McLaughlin or Lender will have the right, in addition to any other right McLaughlin or Lender may have, to seek injunctive relief to restrain any breach or threatened breach of this agreement by us or any Related Parties or specific enforcement of such terms.

4. We acknowledge that the delivery of this agreement does not constitute any agreement or offer on the part of Lender to sell the Premises to us or any other party, and that the decision to sell the Premises, to us or to any other party, is within the sole discretion of Lender. Lender reserves the right to change the procedures for the sale of the Premises at any time in Lender’s sole discretion. Lender shall have no legal commitment or obligations to any person or entity reviewing Property Information, unless and until such person or entity is the winning bidder at the foreclosure sale and a written memorandum of sale for the purchase of the Premises has been fully executed and delivered by Lender, and any conditions to Lender’s obligations thereunder have been satisfied or waived.

5. The provisions of this agreement shall remain in effect with respect to any or all Property Information until the earliest of (i) the date such Property Information is no longer Property Information within the meaning of this agreement, or (ii) the date that we purchase the Premises at foreclosure, or (iii) one year from the date of this agreement.

6. In the event that we or any Related Parties are required to disclose any Property Information under the terms of a subpoena or order issued by a court of competent jurisdiction or a governmental or administrative body, we shall (i) immediately notify McLaughlin and Lender of the existence and circumstances surrounding such requirement, (ii) consult with Lender in all matters with respect to responding to such requirement, (iii) take reasonable steps to assure that the Property Information is accorded confidential status if disclosure is ultimately required, and (iv) confine the portion of the Property Information released to only what is absolutely necessary to comply with subpoenas or court orders.

7. We agree that neither McLaughlin nor Lender, or any of their affiliates, officers, directors, employees, advisors or agents, have made or will be making any representation or warranty as to the accuracy or completeness of the Property Information or title to the Premises. McLaughlin and Lender expressly disclaim any and all liability for representations or warranties, express or implied, with respect to the Property Information; and we agree that McLaughlin and Lender shall have no liability to us resulting from our use or reliance upon the Property Information. We represent that we will conduct our own independent investigations for all those matters which we deem appropriate in order to evaluate the Premises and its title.

8. This agreement (i) expresses the undersigned parties' entire agreement on the matters covered herein above; (ii) supersedes all prior understandings between them on such matters; (iii) shall be governed by the internal laws of the Commonwealth of Massachusetts; (iv) shall be binding on their lawful successors, designees and assigns; and (v) shall not be altered, supplemented, or terminated except in a writing signed by each of us. Signatures may be exchanged by hand, by mail, by fax, by e-mail, by photocopy, any such method being binding on both sides when completed and exchanged.

Very truly yours,

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Name:  
Title:

**UPON EXECUTION, PLEASE RETURN VIA EMAIL TO  
Tom@McLaughlinCo.com OR VIA FAX TO (508) 430-1234**