

DISCLAIMER, WAIVER, AND CONFIDENTIALITY AGREEMENT

This Disclaimer, Waiver, and Confidentiality Agreement (the “**Agreement**”) is executed this ____ day of _____, 2011 by _____ (the “**Requesting Party**”), with an address of _____, _____, and is delivered to, and is for the benefit of THE COMMUNITY BANK.

Reference is made to that certain Mortgagee’s Notice of Sale of Real Estate (the “**Notice of Sale**”) attached hereto as Exhibit A (capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Notice of Sale). As more particularly described in the Notice of Sale, the Mortgagee will sell at public auction on Wednesday, October 19 at 10:00 A.M., real property located in Falmouth, Massachusetts as described within the Notice of Sale (the “**Mortgaged Property**”) (as provided in the Notice of Sale, collectively the “**Sale**”).

The Requesting Party has expressed its interest to Mortgagee in bidding at the Sale, and in connection therewith, has requested that the Mortgagee provide the Requesting Party with certain information relating to the Mortgaged Property, as more particularly described on **Schedule 1** attached hereto and incorporated herein by reference (singly and collectively, the “**Evaluation Materials**”). The Mortgagee has agreed to allow the Requesting Party to review copies of the Evaluation Materials at this time, but only upon the terms and conditions set forth herein:

In consideration of permitting the Requesting Party to review copies of the Evaluation Materials, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Requesting Party hereby warrants to, represents to, and agrees with Mortgagee as follows:

1. The Sale is open only to qualified bidders, as specifically provided in the Notice of Sale. In the event that the Requesting Party qualifies to bid at the Sale, the Mortgagee reserves the right to require proof of the Requesting Party’s financial wherewithal to consummate the purchase of the Mortgaged Property.

2. The Evaluation Materials are in the form delivered to the Mortgagee, and the Mortgagee has not made any independent inquiry as to the content, validity, accuracy, completeness, and/or sufficiency of the Evaluation Materials. The Mortgagee makes absolutely **NO REPRESENTATIONS OR WARRANTIES WHATSOEVER** with respect to the Evaluation Materials, the Mortgaged Property, and/or as to the validity, accuracy, completeness, and/or sufficiency of the Evaluation Materials, whether at the time that the Evaluation Materials were prepared, as of the date hereof, and/or otherwise in connection with the Sale, including, without limitation, as such total exclusion of representations and warranties shall be further described in the Mortgaged Property to be executed at the Sale (and the Bill of Sale required pursuant thereto). No contractual or other relationship exists between the preparers of the Evaluation Materials and the Requesting Party, or with any other party (including any other “Mortgagee Parties” as defined below).

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND THE APPLICABILITY OF THE OTHER PROVISIONS OF THIS AGREEMENT, THE REQUESTING PARTY EXPRESSLY AND IRREVOCABLY ACKNOWLEDGES AND AGREES THAT: (I) ALL EVALUATION MATERIALS PROVIDED OR TO BE PROVIDED TO THE REQUESTING PARTY PURSUANT HERETO SHALL BE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE RELIED ON BY THE REQUESTING PARTY, OR ANY OTHER PARTY, IN ANY MANNER WHATSOEVER; (II) NEITHER THE MORTGAGEE NOR ANY OF ITS OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, AUCTIONEERS, AND/OR ANY PREPARERS OF THE EVALUATION MATERIALS (COLLECTIVELY, "**MORTGAGEE PARTIES**"), HAS MADE ANY REPRESENTATION OR WARRANTY WHATSOEVER TO OR FOR THE BENEFIT OF THE REQUESTING PARTY RELATING IN ANY WAY TO THE EVALUATION MATERIALS (OR OTHERWISE), WHETHER EXPRESS, IMPLIED, OR IMPOSED BY LAW, AND NONE OF THE MORTGAGEE PARTIES SHALL HAVE ANY LIABILITY OR OTHER OBLIGATION WHATSOEVER TO THE REQUESTING PARTY RELATING IN ANY WAY TO THE EVALUATION MATERIALS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE VALIDITY, SUFFICIENCY, COMPLETENESS, AND/OR ACCURACY THEREOF; (III) THE REQUESTING PARTY SHALL AT ALL TIMES BE RESPONSIBLE FOR PERFORMING ITS INDEPENDENT DUE DILIGENCE AND ANALYSIS WITH RESPECT TO ALL MATTERS RELATING IN ANY WAY TO THE SALE AND/OR THE MORTGAGED PROPERTY AND/OR THE PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE EVALUATION MATERIALS AND THE VALIDITY, SUFFICIENCY, COMPLETENESS, AND/OR ACCURACY THEREOF AND/OR WITH RESPECT TO DETERMINING THE LEGAL RIGHTS AND OBLIGATIONS OF ALL APPLICABLE PARTIES THEREUNDER OR OTHERWISE RELATING THERETO; AND (IV) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE REQUESTING PARTY SPECIFICALLY ACKNOWLEDGES THAT THE EVALUATION MATERIALS PROVIDED OR TO BE PROVIDED PURSUANT HERETO: (A) HAVE BEEN COMPILED AND PROVIDED TO THE REQUESTING PARTY FOR INFORMATIONAL AND CONVENIENCE PURPOSES ONLY TO ASSIST THE REQUESTING PARTY IN PERFORMING ITS INDEPENDENT DUE DILIGENCE IN CONNECTION WITH THE SALE AND (B) ARE NOT MEANT TO (AND SHALL NOT) CONSTITUTE EITHER: (1) A COMPLETE OR EXHAUSTIVE COMPILATION, LISTING, OR OTHER DETERMINATION BY ANY OF THE MORTGAGEE PARTIES WITH RESPECT TO THOSE MATERIALS, ISSUES, DOCUMENTS, PUBLIC AND NON-PUBLIC RECORDS, OR OTHER MATTERS WHICH MAY BE NECESSARY OR DESIRABLE FOR THE REQUESTING PARTY TO OBTAIN, REVIEW, AND CONSIDER INDEPENDENTLY IN PERFORMING ITS DUE DILIGENCE AND/OR IN DETERMINING WHETHER OR NOT MAKE A BID AT THE SALE IN ACCORDANCE WITH THE SALE REQUIREMENTS AND/OR (2) ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, BY ANY OF THE MORTGAGEE PARTIES RESPECTING THE FOREGOING.

3. As further provided above, the Requesting Party expressly acknowledges and agrees that the Evaluation Materials are provided to the Requesting Party **FOR INFORMATIONAL PURPOSES ONLY** and may not be relied upon by the Requesting Party,

or any other party, in any manner whatsoever.

4. The Requesting Party expressly and irrevocably: (i) acknowledges and agrees to the terms and conditions set forth in this Agreement and (ii) **WAIVES** any and all claims against the Mortgagee and any of the preparers of the Evaluation Materials, and/or any other Mortgagee Parties, which the Requesting Party may have now, or which may arise hereafter, in connection with the Evaluation Materials, and (iii) acknowledges and agrees that in no event and under no circumstance shall the Mortgagee, any preparers of the Evaluation Materials and/or any other Mortgagee Parties have any liability or other obligation whatsoever to the Requesting Party relating in any way to the Evaluation Materials, including, without limitation, with respect to the validity, sufficiency, and/or accuracy thereof.

5. The Requesting Party further expressly acknowledges and agrees that the contents of the Evaluation Materials are, and shall remain, confidential and may not be shared with, or disclosed to, any other party other than the employees and attorneys of the Requesting Party directly involved in this matter, and then only if such parties agree to be bound by the terms of this Agreement. Moreover, if the Requesting Party is not the successful bidder at the Sale or upon the Mortgagee's request, the Requesting Party shall either return all copies of the Evaluation Materials to the Mortgagee, or certify to the Mortgagee in writing that Requesting Party has destroyed the Evaluation Materials (including any copies thereof which the Requesting Party has made).

6. Given the sensitive and confidential nature of certain of the Evaluation Materials, the Mortgagee may be irreparably damaged by any breach of this Agreement. Requesting Party agrees that Mortgagee may enforce this Agreement by legal action, including injunctive and other equitable relief. Further, the Requesting Party shall indemnify each of the Mortgagee Parties and hold each of them harmless from and against any claims, suits, actions, judgments, loss, cost, expense, and liability of whatever nature which may be threatened, asserted, or brought against, or imposed upon, any of them by virtue of the Requesting Party's failure to comply in any material respect with the terms of this Agreement. The provisions of this paragraph shall survive the Sale and the delivery by the Mortgagee of the "Conveyancing Documents" (as defined in the Sales Agreement to be executed by the Buyer at the Sale).

7. The Requesting Party warrants and represents to the Mortgagee that this Agreement has been duly authorized, executed, and delivered by such Requesting Party and is in full force and effect as of the date set forth above, and the agreements and obligations of such Requesting Party contained herein constitute the legal, valid and binding obligations of such Requesting Party, enforceable against it in accordance with their respective terms, except to the extent that the enforcement thereof or the availability of equitable remedies may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent transfer, fraudulent conveyance or similar laws now or hereafter in effect relating to or affecting creditors, rights generally or by general principles of equity, or by the discretion of any court in awarding equitable remedies, regardless of whether such enforcement is considered in a preceding in equity or at law.

8. The Requesting Party has read and understands each of the terms and conditions

of this Agreement and is entering into this Agreement freely and voluntarily, without duress, after having had an opportunity for consultation with independent counsel of its own selection, and not in reliance upon any representations, warranties, or agreements made by Mortgagee.

9. All rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, and this Agreement is intended to take effect as a sealed instrument as of the date first written above.

By: _____
Name: _____
Title: _____
Tel No.: _____
Fax No.: _____
Email Address: _____

EXHIBIT A

[Mortgagee's Notice of Sale of Real Estate]

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a Mortgage and Security Agreement given by Abby Real Estate Development, LLC to The Community Bank (the "Mortgagee") which is dated June 25, 2008 and recorded with the Barnstable County Registry of Deeds in Book 23004, Pages 176, as subsequently amended by an Agreement for Amendment to Mortgages and Consent of Mortgagee dated May 21, 2010 recorded with the Barnstable County Registry of Deeds in Book 24577, Page 171 (collectively the "Mortgage") of which Mortgage the undersigned is the present holder for breach of the conditions of said Mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 A.M. on the 19th day of October, 2011, on the mortgaged premises described below, being known as Forest Cove Condominiums, Falmouth, Barnstable County all and singular the premises described in said Mortgage, to wit:

The land with the buildings and improvements thereon situated in Falmouth, Barnstable County, Massachusetts, shown on the plan entitled "FOREST COVE CONDOMINIUM, CONDOMINIUM SITE PLAN FALMOUTH, MASSACHUSETTS PREPARED FOR ABBY REAL ESTATE DEVELOPMENT, LLC" scale 1" = 50' date Aug. 17, 2009, recorded with the Barnstable County Registry of Deeds in Plan Book 634, Page 27, to which plan reference is made for a more particular description; and any and all of the Declarant's rights set forth in the Master Deed recorded with the Barnstable County Registry of Deeds in Book 24490, Page 86 (the "Master Deed") creating the Forest Cove Condominium (the "Condominium"), including without limitation any and all development rights, which rights include the right to complete all phases and additional phases of the Condominium; and Building 1, Units 1A and 1B and Building 2, Units 2A and 2B, all as shown on the plans recorded with the Master Deed with the Barnstable County Registry of Deeds in Plan Book 634, Pages 27 through 31, together with the undivided interests appurtenant thereto in common areas and facilities and rights and easements appurtenant thereto as designated in the Master Deed for each of said Units; and the Units to be created pursuant to Master Deed, all of which are or will be situated on the above described land.

EXCEPTING THEREFROM HOWEVER, that portion of the above-described premises described in a deed for entitled "Forest Cove Condominium Unit Deed" from Abby Real Estate Development, LLC to Pedro Hernandez dated June 18, 2010 and recorded with the Barnstable County Registry of Deeds in

Book 24628, Page 57; a deed for entitled "Forest Cove Condominium Unit Deed" from Abby Real Estate Development, LLC to Donna L. Brennan dated July 15, 2010 and recorded with the Barnstable County Registry of Deeds in Book 24684, Page 280; a deed for entitled "Forest Cove Condominium Unit Deed" from Abby Real Estate Development, LLC to John H. Sutherland and Carole D. Sutherland, husband and wife, as tenants by the entirety dated August 6, 2010 and recorded with the Barnstable County Registry of Deeds in Book 24733, Page 278; a confirmatory deed entitled "Forest Cove Condominium Confirmatory Unit Deed" from Abby Real Estate Development, LLC to Donna L. Brennan dated October 8, 2010 and recorded with the Barnstable County Registry of Deeds in Book 24904, Page 266; and a confirmatory deed entitled "Forest Cove Condominium Confirmatory Unit Deed" from Abby Real Estate Development, LLC to John H. Sutherland and Carole D. Sutherland, husband and wife, as tenants by the entirety dated December 20, 2010 recorded with the Barnstable County Registry of Deeds in Book 25164, Page 239.

Said premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, having priority over the mortgage described herein, if any.

TERMS OF SALE: A deposit of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)** shall be required to be paid to the Mortgagee by certified check or bank cashier's check (cash will not be accepted) at the time and place of the sale, which deposit shall be increased by the highest bidder to an amount equal to ten percent (10%) of the highest bid and paid to the Mortgagee within ten (10) calendar days from the date of the sale. The balance of the purchase price at the sale is to be paid to the Mortgagee by federal funds wire transfer in or within thirty (30) calendar days from the date of the sale, **with time being of the essence.** The Mortgagee may, at its option, either sell the mortgaged premises to the second highest bidder at the sale of the mortgaged premises should the highest bidder fail to fulfill the highest bidder's obligations under the sales agreement to be entered into with the Mortgagee immediately after the sale, or assume the highest bid in the event of default by the highest bidder. In the event that the highest bidder defaults under such sales agreement and the Mortgagee sells the mortgaged premises to the second highest bidder, the Mortgagee may, at its option, assume the second highest bid should the second highest bidder fail to fulfill its obligations under such sales agreement. No such assumption of the highest or second highest bid or sale of the mortgaged premises by the Mortgagee to such second highest bidder shall relieve the highest or second highest bidder, as applicable, from its obligations under such sales agreement nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or second highest bidder. The Mortgagee reserves the right to credit bid at the sale of the mortgaged premises. The Mortgagee further reserves the right to postpone the sale by auctioneer's public proclamation.

Other terms, if any, to be announced at sale.

The Community Bank,
Present Holder of said Mortgage,
By its Attorneys,

Mark M. Madden, Esquire
Masterman Culbert & Tully LLP
One Lewis Wharf
Boston, MA 02110
(617) 722-8129

SCHEDULE 1
[Evaluation Materials (Table of Contents)]