

DISCLAIMER, WAIVER, AND CONFIDENTIALITY AGREEMENT

This Disclaimer, Waiver, and Confidentiality Agreement (this “**Agreement**”) is executed this ____ day of _____, 2014 by _____ (the “**Requesting Party**”), with an address of _____ and _____ is delivered to, and is for the benefit of, **U.S. BANK NATIONAL ASSOCIATION**, successor by assignment to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of Bear Stearns Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-PWR17 (the “**Mortgagee**”) and **C-III ASSET MANAGEMENT, LLC** (the “**Special Servicer**”).

Reference is made to that certain Mortgagee’s Notice of Sale of Real Estate and Secured Party Notification of Disposition of Personal Property (the “**Notice of Sale**”) attached hereto as **Exhibit A** and specifically incorporated herein by reference. *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, acting through the Special Servicer, (i) will sell at **PUBLIC AUCTION on Thursday, June 12, 2014** the real property known as 440 Middlesex Road, Tyngsborough, Massachusetts, and (ii) pursuant to a secured party public sale under Article 9 of the Uniform Commercial Code, will sell at **PUBLIC AUCTION on Thursday, June 12, 2014** the assets of TJ Middlesex LLC and TJ Middlesex II LLC (collectively, the “**Mortgagor**”) in which the Mortgagee has been granted a security interest (the “**Personal Property**”, and together with the Real Property, collectively, the “**Mortgaged Property**”). The foregoing public auctions, as the same may be continued from time to time, shall be referred to hereinafter, collectively, as the “**Sale**,” which Sale shall be held on the Real Property. Reference is further made to the form of Sales Agreement (the “**Sales Agreement**”), a copy of which is included as part of the Evaluation Materials. The successful highest bidder at the Sale shall be required to execute and deliver, among things, the Sales Agreement.

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

In consideration of allowing the Requesting Party to access and 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 the Mortgagee and the Special Servicer 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 and the Special Servicer reserve the right to require proof of the Requesting Party's financial wherewithal to consummate the purchase of the Mortgaged Property.

2. The Requesting Party expressly acknowledges, covenants, and agrees that it shall not, directly or indirectly, including, without limitation, through any of the Requesting Party's employees, representatives, officers, agents, consultants, managers, advisors, or attorneys (collectively, "**Representatives**"), contact or attempt to contact any of the Mortgagor's employees, officers, directors, tenants, independent contractors, consultants, advisors, banks, or any other person or entity with whom the Mortgagor has a business relationship, regarding this Agreement, the Evaluation Materials, the Sale, the Mortgaged Property, or otherwise, without the Mortgagee's and/or the Special Servicer's specific prior written consent in each instance, which consent may be granted, conditioned, or withheld in the Mortgagee's and/or the Special Servicer's sole and exclusive discretion. If and to the extent the Mortgagee and/or the Special Servicer consent to such contact, (i) such consent shall not be deemed future consent by the Mortgagee and/or the Special Servicer to any further contact or a waiver of the requirement of prior written consent for future contact; (ii) the Requesting Party shall limit the nature of such contact to legitimate, bona fide due diligence efforts related to the Evaluation Materials, the Sale, or the Mortgaged Property; and (iii) the Requesting Party shall not, directly or indirectly, including, without limitation, through its Representatives, solicit any of the Mortgagor's employees, officers, directors, tenants, independent contractors, consultants, or advisors or attempt to persuade any of the Mortgagor's tenants to terminate or diminish its relationship with the Mortgagor, the Mortgagee, or the Real Property.

3. The Evaluation Materials are in the form delivered to the Special Servicer, and the Mortgagee and the Special Servicer have not made any independent inquiry as to the content, validity, accuracy, completeness, and/or sufficiency of the Evaluation Materials. The Mortgagee and the Special Servicer make absolutely **NO REPRESENTATIONS OR WARRANTIES WHATSOEVER** with respect to the Evaluation Materials, the Real Property, the Personal 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 Sales Agreement 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 THE SPECIAL SERVICER, NOR ANY OF THEIR

RESPECTIVE OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, TRUSTEES, SERVICERS, BENEFICIARIES, CONSULTANTS, DIRECTORS, REPRESENTATIVES, AUCTIONEERS, AND/OR ANY PREPARERS OF THE EVALUATION MATERIALS (“**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, THE MORTGAGED PROPERTY, 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 ANALYSES WITH RESPECT TO ALL MATTERS RELATING IN ANY WAY TO THE SALE AND/OR THE MORTGAGED 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: (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.

4. 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.

5. 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, the Special Servicer, 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, the Special Servicer, 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.

6. The Requesting Party further expressly acknowledges and agrees that this Agreement and the contents of the Evaluation Materials are, and shall remain, **CONFIDENTIAL** and (i) may not be shared with, or disclosed to, any other party (including, without limitation, actual or potential investors) other than the Representatives of the Requesting Party and its affiliates directly involved in this matter, and then only if such parties agree to be bound by the terms of this Agreement, and (ii) shall not be used by the Requesting Party or its Representatives for any purpose other than evaluation of the Mortgaged Property in connection with the possible purchase thereof. Moreover, if the Requesting Party is not the successful bidder at the Sale or upon the Mortgagee's and/or the Special Servicer's request, the Requesting Party shall either return all copies of the Evaluation Materials to the Mortgagee and/or the Special Servicer, or certify to the Mortgagee and the Special Servicer in writing that Requesting Party has destroyed the Evaluation Materials, including any copies thereof which the Requesting Party has made or which are in the Requesting Party's possession, including, without limitation, electronic copies and emails from the Mortgagee, the Special Servicer, and/or their respective agents. In the event that the Requesting Party or any of its Representatives are legally required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of the Evaluation Materials or confidential information incidental thereto, the Requesting Party shall provide the Mortgagee and the Special Servicer with prompt written notice of any such request or requirement so that the Mortgagee and/or the Special Servicer may seek a protective order or other appropriate remedy (at the Mortgagee's and/or the Special Servicer's sole cost and expense) and/or waive compliance with the provisions of this Agreement. In the event that a protective order or other remedy is not obtained, or the Mortgagee and/or the Special Servicer waives compliance with the relevant provisions of this Agreement, the Requesting Party or its Representatives shall furnish only that portion of the Evaluation Materials or confidential information incidental thereto to the extent which the Requesting party or its Representatives, in good faith and on the advice of counsel, are legally required to provide, or that the Mortgagee and/or the Special Servicer has waived the relevant provisions of this Agreement. The Requesting Party agrees on behalf of itself and its Representatives to cooperate with the Mortgagee and the Special Servicer to obtain a protective order and otherwise exercise commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to the Evaluation Materials.

7. Given the sensitive and confidential nature of certain of the Evaluation Materials, the Mortgagee, the Special Servicer and the other Mortgagee Parties, may be irreparably damaged by any breach of this Agreement. The Requesting Party agrees that the Mortgagee and/or the Special Servicer may enforce this Agreement by legal action, including injunctive and other equitable relief. Further, the Requesting Party shall indemnify each of the Mortgagee, the Special Servicer and the other 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 7 shall survive the Sale and the delivery by the Mortgagee of the "Transfer Documents" (as defined in the Sales Agreement).

8. The Requesting Party warrants and represents to the Mortgagee and the Special Servicer 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 proceeding in equity or at law. The Requesting Party shall not assign all or any portion of its rights or obligations under this Agreement without the prior written consent of the Mortgagee, which consent may be withheld in the Mortgagee's and/or the Special Servicer's sole and exclusive discretion. Any such attempted or purported assignment by the Requesting Party shall be void *ab initio* and have no force or effect.

9. 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 the Mortgagee, the Special Servicer, or any other Mortgagee Parties.

10. Upon the Special Servicer's counsel's receipt of this Agreement, at the address set forth below, executed by the Requesting Party (which may be in the form of electronic signature and which electronic signature the Mortgagee and the Special Servicer may deem to constitute an original signature for all purposes with respect to this Agreement), the Special Servicer will make the Evaluation Materials available to the Requesting Party. The Requesting Party shall deliver to the Special Servicer's counsel an original signature of the Requesting Party to this Agreement for receipt on the next business day after the date of this Agreement. The Special Servicer's counsel is as follows:

Riemer & Braunstein LLP
Three Center Plaza
Boston, Massachusetts 02108
Attention: Alexander G. Rheume, Esquire
Email: arheume@riemerlaw.com
Facsimile: (617) 692-3492

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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.

“Requesting Party”

By: _____

Name: _____

Title: _____

Tel No.: _____

Fax No.: _____

Email: _____

Exhibit A
Notice of Sale

[See attached]

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE AND SECURED PARTY
NOTIFICATION OF DISPOSITION OF PERSONAL PROPERTY

Reference is made to that certain Mortgage and Security Agreement (the "**Mortgage**") granted by TJ Middlesex LLC and TJ Middlesex II LLC (collectively, the "**Mortgagor**") to Prudential Mortgage Capital Company, LLC, dated as of July 10, 2007 and recorded with the Middlesex County (Northern District) Registry of Deeds (the "**Registry**") at Book 21420, Page 110, as assigned to Prudential Mortgage Capital Funding, LLC by that certain Assignment of Mortgage and Security Agreement dated as of July 10, 2007 and recorded with the Registry at Book 21420, Page 226, and as further assigned to U.S. Bank National Association, successor by assignment to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of Bear Stearns Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-PWR17 (the "**Mortgagee**") by that certain Assignment of Mortgage and Security Agreement dated as of July 29, 2007 and recorded with the Registry at Book 22132, Page 169.

The Mortgage encumbers the real property known as 440 Middlesex Road, Tyngsborough, Massachusetts as further described on **EXHIBIT A** attached hereto and incorporated herewith (collectively, the "**Real Property**").

By virtue and in execution of the Power of Sale contained in the Mortgage, of which the undersigned is the present holder, and pursuant to the security interests and rights granted by the Mortgagor to the Mortgagee under the Mortgage, for breach and default of the conditions of the Mortgage, and for the purpose of foreclosing the same, the Mortgagee, acting through its special servicer, C-III Asset Management LLC, will offer the Real Property and, pursuant to a secured party public sale under Article 9 of the Uniform Commercial Code, together with and not separately from the Real Property, the personal property assets of the Mortgagor in which the Mortgagee has been granted a security interest and as further described on **EXHIBIT B** (the "**Personal Property**"), and together with the Real Property, collectively, the "**Mortgaged Property**"), for sale together at public auction **Thursday, June 12, 2014, at 11:00 A.M.** (the "**Sale**").

TERMS OF SALE. A deposit of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)** shall be required to be made to the Mortgagee for the Sale, which deposit shall be made by certified check or bank cashier's check (cash will not be accepted) at the time and place of the Sale, which deposit shall each be increased to an amount equal to ten percent (10%) of the highest bid for the Sale, which amount is to be paid within ten (10) calendar days of the date of the Sale. The balance of the purchase price of 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 Sale shall be held on the Real Property. The Mortgaged Property is to be sold together, subject to, and with the benefit of, all easements, rights of way, agreements, restrictions, orders of condition, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, existing encumbrances, condominium fees and assessments, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the Mortgage, if any there be. The

Mortgaged Property is also sold subject to the right of redemption of the United States of America, if any there be.

The Mortgagee may, at its option, either sell the Mortgaged Property to the second highest bidder at the Sale or assume the highest bid 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. In the event that the highest bidder defaults under such sales agreement and the Mortgagee sells the Mortgaged Property 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 Property 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 at the Sale.

EXCLUSION OF WARRANTIES: Except for warranties arising by operation of law, **THE SALE OF THE MORTGAGED PROPERTY IS "AS-IS", "WHERE-IS" AND WITH ALL FAULTS, LATENT OR PATENT, AND SUBJECT TO ALL PRIOR ENCUMBRANCES.** The transfer of the Mortgaged Property will be made and accepted by the highest bidder without any other expressed or implied representations or warranties whatsoever, including, but not limited to, representations regarding acreage, description of the Mortgaged Property, uses, rent rolls, leases, outstanding taxes, liens and encumbrances, title and/or title matters, availability of any utilities, building permits, parties in possession, occupancy, any matter relating to any structure on the Real Property, or any other matter. The highest bidder shall be deemed to have expressly acknowledged by participation in the public auction that any warranty or representation, other than those contained herein made by the attorney for the Mortgagee, are without authority and that the highest bidder has duly inspected the Mortgaged Property, the title thereto, the occupancy thereof, and all other matters in connection with the Sale by itself and by various experts, including counsel if the highest bidder so desires. To the extent that the Mortgaged Property and the transfer hereunder include fixtures or other personalty, then all such items shall be conveyed "AS-IS" and "WHERE-IS." **THE MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY SUCH FIXTURES OR OTHER PERSONALTY.** From and after the conclusion of the Sale, all risk of loss or damage to the Mortgaged Property shall pass to, and be borne by, the highest bidder.

The Mortgagee reserves the right to credit bid at the Sale and to postpone the Sale by auctioneer's public proclamation. The Mortgagee further reserves the right to change terms of the Sale at the Sale or to add additional terms and to qualify some or all bidders.

Other terms, if any, to be announced at the Sale.

U.S. BANK NATIONAL ASSOCIATION, as Trustee for the Registered Holders of Bear Stearns Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-PWR17

By: C-III Asset Management LLC, a Delaware limited liability company, in its capacity as special servicer pursuant to that certain Pooling and Servicing Agreement dated September 1, 2007

By Its Attorneys,

Alexander G. Rheaume, Esquire
Riemer & Braunstein LLP
Three Center Plaza
Boston, Massachusetts 02108
Tel: (617) 523-9000
Email: arheaume@riemerlaw.com

EXHIBIT A

(Real Property)

LOT 1

A certain parcel of land shown as Lot 1 on a plan entitled "TJ Maxx Plaza, 440 Middlesex Road, Definitive Subdivision Plan, in Tyngsborough, MA, Middlesex County. Prepared for Stavins & Axelrod, Scale: 1 inch=60 feet. Dated January 30, 2007, and revised to April 4, 2007" and is recorded with the Middlesex North Registry of Deeds in Plan Book 224 as Plan 101, and further described as beginning at a point on the westerly sideline of Middlesex Road at Plaza Drive as shown on said plan; thence

Along a curve turning to the right with a radius of 25.00', and an arc length of 42.83' to a point of tangency; thence

S 63°59'11" W a distance of 15.71 feet to a point; thence

S 26°00'49" E a distance of 3.03 feet to a point; thence

along a curve turning to the right with a radius of 65.00', and an arc length of 12.85' to a point of tangency; thence

S 84°03'28" W a distance of 37.63 feet to a point of curvature; thence

along a curve turning to the right with a radius of 215.00', and an arc length of 42.41' to a point of reverse curvature; thence

along a curve turning to the left with a radius of 135.00', and an arc length of 94.54' to a point of tangency; thence

S 55°14'16" W a distance of 206.63 feet to a point of curvature; thence

along a curve turning to the right with a radius of 665.00', and an arc length of 41.40' to a point of tangency; thence

S 58°48'18" W a distance of 126.76 feet to a point of curvature; thence

along a curve turning to the right with a radius of 225.00', and an arc length of 56.06' to a point; thence

N 55°52'08" W a distance of 92.94 feet to a point; thence

S 54°39'44" W a distance of 48.84 feet to a point; thence

N 34°48'25" W a distance of 110.76 feet to a point; thence

S 84°14'03" W a distance of 136.30 feet to a point; thence

N 34°47'05" W a distance of 243.35 feet to a point; thence

N 63°58'35" E a distance of 160.07 feet to a drill hole; thence
N 63°36'05" E a distance of 180.53 feet to a drill hole; thence
N 63°50'15" E a distance of 134.01 feet to a drill hole; thence
N 63°34'35" E a distance of 161.27 feet to a drill hole; thence
N 77°28'45" E a distance of 279.05 feet to a point; thence
S 62°12'31" E a distance of 64.38 feet to a point; thence
along a curve turning to the left with a radius of 496.52', and an arc length of 268.57' to a point
of tangency; thence
S 34°10'09" E a distance of 68.14 feet to the point of beginning
Containing an area of 364,482 square feet more or less, according to the plan.

LOT 3

A certain parcel of land shown as Lot 3 on a plan entitled "TJ Maxx Plaza, 440 Middlesex Road, Definitive Subdivision Plan, in Tyngsborough, MA, Middlesex County. Prepared for Stavins & Axelrod, Scale: 1 inch=60 feet. Dated January 30, 2007, and revised to April 4, 2007" and is recorded with the Middlesex North Registry of Deeds in Plan Book 224 as Plan 101, and further described as beginning at a point on the westerly sideline of Middlesex Road at Land now or formerly of Boulanger Family Nominee Realty Trust as shown on said plan; thence

S 56°55'28" W a distance of 377.68 feet to a point; thence
S 19°35'26" E a distance of 207.50 feet to a point; thence
S 70°24'34" W a distance of 400.00 feet to a point; thence
S 82°52'35" W a distance of 262.93 feet to a point; thence
N 22°22'19" W a distance of 66.56 feet to a point; thence
N 70°58'07" W a distance of 303.93 feet to a point; thence
N 05°55'37" E a distance of 58.92 feet to a point; thence
N 55°10'49" E a distance of 135.41 feet to a point; thence
N 18°50'58" E a distance of 98.53 feet to a point; thence
N 56°19'59" E a distance of 56.77 feet to a point on Plaza Drive; thence

along a curve turning to the left with a radius of 60.00', and an arc length of 158.79', to a point of reverse curvature: thence;

along a curve turning to the right with a radius of 50.00', and an arc length of 54.93', to a point of compound curvature: thence;

along a curve turning to the right with a radius of 465.00', and an arc length of 76.47', to a point of reverse curvature: thence;

along a curve turning to the left with a radius of 295.00', and an arc length of 73.50', to a point of tangency: thence;

N 58°48'18" E a distance of 126.76 feet to a point of curvature; thence

along a curve turning to the left with a radius of 735.00', and an arc length of 45.76', to a point of tangency: thence;

N 55°14'16" E a distance of 206.63 feet to a point of curvature; thence

along a curve turning to the right with a radius of 65.00', and an arc length of 45.52', to a point of reverse curvature: thence;

along a curve turning to the left with a radius of 285.00', and an arc length of 56.22', to a point of tangency: thence;

N 84°03'28" E a distance of 37.63 feet to a point of curvature; thence

along a curve turning to the left with a radius of 135.00', and an arc length of 37.40', to a point: thence;

S 26°00'49" E a distance of 3.57 feet to a point; thence

N 63°59'11" E a distance of 21.00 feet to a point of curvature; thence

along a curve turning to the right with a radius of 40.00', and an arc length of 54.46', to a point of tangency: thence

S 38°00'21" E a distance of 239.30 feet to a point; thence

S 36°37'58" E a distance of 26.45 feet to the point of beginning.

Containing an area of 491,275 square feet more or less, according to the plan.

PLAZA DRIVE

A certain parcel of land shown as Plaza Drive on a plan entitled "TJ Maxx Plaza, 440 Middlesex Road, Definitive Subdivision Plan, in Tyngsborough, MA, Middlesex County. Prepared for Stavins & Axelrod, Scale: 1 inch=60 feet. Dated January 30, 2007, and revised to April 4, 2007" and is recorded with the Middlesex North Registry of Deeds in Plan Book 224 as Plan 101, and

further described as beginning at a point on the westerly sideline of Middlesex Road at Plaza Drive as shown on said plan; thence

S 26°00'49" E a distance of 70.39 feet to a point; thence

along a curve turning to the right with a radius of 135.00', and an arc length of 37.40', to a point of tangency: thence;

S 84°03'28" W a distance of 37.63 feet to a point of curvature; thence

along a curve turning to the right with a radius of 285.00', and an arc length of 56.22', to a point of reverse curvature: thence;

along a curve turning to the left with a radius of 65.00', and an arc length of 45.52', to a point of tangency: thence;

S 55°14'16" W a distance of 206.63 feet to a point of curvature; thence

along a curve turning to the right with a radius of 735.00', and an arc length of 45.76', to a point of tangency: thence;

S 58°48'18" W a distance of 126.76 feet to a point of curvature; thence

along a curve turning to the right with a radius of 295.00', and an arc length of 73.50', to a point of reverse curvature: thence;

along a curve turning to the left with a radius of 465.00', and an arc length of 76.47', to a point of compound curvature: thence;

along a curve turning to the left with a radius of 50.00', and an arc length of 54.93', to a point of reverse curvature: thence;

along a curve turning to the right with a radius of 60.00', and an arc length of 243.87', to a point of tangency: thence;

N 53°35'29" E a distance of 15.17 feet to a point of curvature; thence

along a curve turning to the right with a radius of 535.00', and an arc length of 181.98', to a point of reverse curvature: thence;

along a curve turning to the left with a radius of 225.00', and an arc length of 56.06', to a point of tangency: thence;

N 58°48'18" E a distance of 126.76 feet to a point of curvature; thence

along a curve turning to the left with a radius of 665.00', and an arc length of 41.40', to a point of tangency: thence;

N 55°14'16" E a distance of 206.63 feet to a point of curvature; thence

along a curve turning to the right with a radius of 135.00', and an arc length of 94.54', to a point of reverse curvature: thence;

along a curve turning to the left with a radius of 215.00', and an arc length of 42.41', to a point of tangency: thence;

N 84°03'28" E a distance of 37.63 feet to a point of curvature; thence

along a curve turning to the left with a radius of 65.00', and an arc length of 12.85', to the point of beginning

Containing an area of 64,698 square feet more or less, according to the plan.

Together with that certain Reciprocal Easement Agreement for Parking and Maintenance by and between TJ Middlesex LLC and TYN Limited Partnership, dated July 10, 2007, recorded with the Middlesex North County Registry of Deeds at Book 21420, Page 86.

For title see deed recorded herewith.

EXHIBIT B

(Personal Property)

A. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Mortgagor and now or hereafter located in or on, attached to or used in and about the Real Property or any structures, buildings and improvements thereon (collectively, the “**Improvements**”), including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Mortgagor as are now or hereafter used or furnished in operating the Real Property, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Property, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefore (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);

B. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the Real Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;

C. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Property, or any part thereof, whether now existing or hereafter created or acquired;

D. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Property;

E. All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Mortgagee pursuant to the Mortgage or any other of the loan documents executed in connection therewith;

F. All leases (including, without limitation, oil, gas and mineral leases), licenses, concessions and occupancy agreements of all or any part of the Real Property and/or the Improvements now or hereafter entered into, as same may be amended (each a “**Lease**” and

collectively, “**Leases**”) whether written or oral and all rents, royalties, issues, profits, revenue, income, funds, proceeds, receipts and other benefits of the Real Property and the Improvements or in any other way relating thereto, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees, occupants or licensees, as applicable under leases of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases, or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject to, however, the provisions of the Mortgage;

G. All contracts, and agreements now or hereafter entered into or otherwise effective, covering or otherwise relating to all or any part of the Real Property, as same may be amended (collectively, the “**Contracts**”) and all revenue, income and other benefits thereof, including, without limitation, management agreements, license agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Property (including, but not limited to, plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Property or the Improvements;

H. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Estate or the Improvements;

I. All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Real Property or the Improvements, all names by which the Real Property may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Mortgagor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate) and all notes or chattel paper, now or hereafter arising from or by virtue of any transactions related to the Real Property or otherwise related to the Real Property (collectively, the “**General Intangibles**”);

J. All water taps, sewer taps, certificates of occupancy, permits (including, without limitation that certain Discharged Permit between the Massachusetts Department of Environmental Protection (“**MDEP**”) and the Mortgagor), licenses, franchises, certificates, consents, approvals and other rights and privileges now existing or hereafter obtained in connection with the Real Property and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Property;

K. All building materials, supplies and equipment now or hereafter placed in or on the Real Property and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Property or the Improvements;

L. All insurance policies or binders now or hereafter relating to the Real Property, the Improvements, or any of the foregoing property, including, without limitation, all proceeds, awards and unearned premiums thereon;

M. All proceeds, products, substitutions and accessions (including, without limitation, claims and demands therefore) of the conversion, voluntary or involuntary, of the Real Property, the Improvements, or any of the foregoing property into cash or liquidated claims, including, without limitation, all proceeds of insurance and condemnation awards and all refunds, rebates or credits of any taxes or assessments levied against all or any portion of the Real Property whether as a result of tax certiorari or other proceedings or applications;

N. All other or greater rights and interests of every nature in the Real Property and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Mortgagor; and

O. All rights and interests of the Mortgagor under that certain Escrow Account for the Immediate Repair and/or Replacement Account Groundwater Discharge Permit No. 606-2 and all Renewals between the Mortgagor and MDEP and that certain Escrow Account for the Capital Reserve Account Groundwater Discharge Permit No. 606-2 and all Renewals between the Mortgagor and MDEP.

Exhibit B
Evaluation Materials

1. Form of Required Disclaimer, Waiver, and Confidentiality Agreement
2. Mortgagee's Notice of Sale of Real Estate and Secured Party Notification of Disposition of Personal Property
3. Notification of Disposition of Collateral
4. Form of Sale Agreement
5. Form of Secured Party's Bill of Sale
6. Form of Promotional Advertisement by Auctioneer
7. Mortgage and Security Agreement
8. Assignments of Mortgage and Security Agreement
9. Affidavit Regarding Replacement of Trustee
10. Title Commitment – First American Title Insurance Company
11. Municipal Lien Certificates
12. Roll of Current Tenants
13. Survey