

CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "**Agreement**") is entered into this ____ day of September 2021 by and between East Boston Savings Bank, a Massachusetts savings bank with a principal place of business located in 67 Prospect Street, Peabody, Massachusetts, ("**EBSB**"), and _____ with an address of _____ ("**Reviewer**").

RECITALS:

1. EBSB is the Mortgagee under that certain Leasehold Mortgage and Security Agreement dated September 23, 2016, granted by Curo 118 Turnpike Southborough, LLC (the "**Mortgagor**") to EBSB, recorded with Worcester South District Registry of Deeds in Book 56027, Page 331, as affected by that certain Confirmatory Leasehold Mortgage and Security Agreement given by the Mortgagor to EBSB, dated November 2, 2016, and recorded with Worcester South District Registry of Deeds in Book 56247, Page 337 (the "**Leasehold Mortgage**").

2. The Leasehold Mortgage encumbers the Mortgagor's leasehold interest in and under that certain Ground Lease dated November 25, 1991, as assigned pursuant to those various assignments referenced in the attached notice of Mortgagee's Sale of Real Estate and amended by that First Amendment to Ground Lease dated September 23, 2016, (as assigned and amended to date, the "**Ground Lease**") covering the leasehold premises located at 118 Turnpike Road, Southborough, MA (the "**Leasehold Premises**").

3. EBSB has scheduled a foreclosure auction of its interest in the Leasehold Mortgage on September 28, 2021, at or near the Leasehold Premises, all pursuant to the terms and condition set forth in the Mortgagee's Sale of Real Estate attached hereto and incorporated herein.

4. Reviewer has expressed an interest bidding at auction for the Leasehold Premises and in connection with Reviewer's due diligence related thereto, Reviewer has requested to review the Ground Lease.

5. Subject to the terms and conditions contained in this Agreement, EBSB is willing to permit Reviewer and its agents to review the Ground Lease. The Ground Lease includes non-public information, and may contain certain confidential or proprietary economic, commercial, market, or financial information.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EBSB and the Reviewer hereby agree as follows:

1. Reviewer's Use of the non-public information contained in the Ground Lease. Unless otherwise agreed to by EBSB in writing, Reviewer agrees as follows:

a. Except as required by law, Reviewer and its agents shall keep the Ground Lease (including all copies of the Ground Lease) confidential and in its possession, and shall not disclose or reveal any non-public terms and conditions contained in the Ground Lease to any person, other than those employed by Reviewer and its agents who are actively and directly participating in the evaluation of the Leasehold Premises and the related auction bidding process, and to cause those persons to comply with the confidentiality limitations of this Agreement; and

b. Reviewer shall not use any of the information contained in the Ground Lease for any purpose other than to conduct due diligence on its own behalf, for the purposes of determining whether or not to bid at auction for the Leasehold Premises and the valuation of Reviewer's bid(s); and

c. Reviewer shall not communicate, either orally, in writing, via electronic transmission, or otherwise, with any person, other than its agents, relative to the non-public terms and conditions contained Ground Lease, without EBSB's prior written consent and, if Reviewer is not the successful bidder at auction for the Leasehold Premises, it shall upon EBSB's instruction, destroy or cause to be destroyed the Ground Lease (including any and all copies thereof) in Reviewer's or its agents possession or return the same to EBSB. Further, Reviewer agrees that it shall certify to EBSB that all copies of the Ground Lease in Reviewer and its agents' possession have been returned or destroyed in accordance with the foregoing instructions; and

d. Reviewer certifies that it is not acting as an agent, representative, or broker of any undisclosed party.

2. Legal Requirement to Disclose the Confidential Information. If Reviewer or any of its agents receives a request or is required by applicable law or legal process to disclose any of the terms of the Ground Lease to a court or other tribunal, Reviewer shall take the following actions:

a. Within three (3) business days after receiving such request or requirement for production, send notice to the party signing this Agreement on behalf of EBSB of such request or requirement;

b. Consult with EBSB regarding such matter; and

c. Assist EBSB, at Reviewer's expense, if EBSB requests Reviewer to do so, in seeking a protective order or request for other appropriate remedy and, if such protective order or other remedy is not obtained, or EBSB waives, in writing, compliance with

the terms of this Section 2, Reviewer or its agents, as the case may be, shall disclose only those terms of the Ground Lease which it is legally required to disclose.

3. No Representation or Warranty; No Recourse. Reviewer acknowledges and agrees that neither EBSB nor any of its representatives, employees, agents or attorneys (collectively, the “Representatives”) have made or will make any representation or warranty whatsoever as to the accuracy or completeness of the Ground Lease or any information contained therein. Reviewer agrees that neither EBSB nor any of its Representatives shall incur any liability to Reviewer or any of its agents relating to or resulting from the review, inspection, reliance on or use of the information contained in the Ground Lease.

4. Termination. The confidentiality limitations imposed by this Agreement shall terminate if Reviewer acquires the Leasehold Premises at auction. The terms and conditions of this Agreement shall remain in full force and effect if Reviewer does not acquire the Leasehold Premises.

5. Benefit of Successors. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement and the parties' rights, duties and obligations under this Agreement are not transferable or assignable by any of them without the express, prior written consent of the other party hereto. Any attempt by a party to transfer or assign this Agreement or any of its rights, duties or obligations under this Agreement without such consent is void.

6. Integration. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings relative to such subject matter.

7. Severability. If one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained in this Agreement.

8. Applicable Law; Jurisdiction. The rights and obligations of the parties under this Agreement shall be governed by the laws of the Commonwealth of Massachusetts and all questions relating to the validity and construction of such rights and obligations shall be determined in accordance with Massachusetts law, without regard to its conflict of law provisions. The undersigned hereby consent to the exclusive jurisdiction of any court, federal or state, located in the Commonwealth of Massachusetts.

9. Counterparts. This Agreement may be executed in one or more

counterparts, each of which shall be considered an original, and all of which when taken together shall constitute one and the same agreement.

10. Breach. The Reviewer and each of its agents agrees with EBSB that any unauthorized disclosure of any of the non-public information contained in the Ground Lease to any person other than as specified herein shall constitute a breach of this Agreement, and EBSB shall be entitled: (i) to recover monetary and other damages, expenses, and costs incurred as a result of the disclosure of the terms of the Ground Lease; and (ii) in the case of a threatened or continuing breach, to obtain temporary and permanent injunctive relief without showing or proving any actual damage sustained and without having to secure or post a bond in connection with such relief. In the event of litigation between any of the parties to this Agreement concerning the Ground Lease or any release of non-public information contained therein, the prevailing party shall be entitled to reimbursement of its reasonable costs therein, including but not limited to, reasonable attorneys' fees, in addition to such other legal or equitable relief as the court may deem appropriate.

11. Non-Waiver. A non-breaching party's waiver or acquiescence in any breach of this Agreement by a breaching party, or the failure of a non-breaching party to insist upon strict performance by a breaching party of any obligations contained in this Agreement, shall not constitute a waiver of any subsequent or other breach or failure.

12. Modification. All amendments, modifications or waivers hereto must be in writing and signed by a duly authorized person on behalf of the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above.

East Boston Savings Bank

Reviewer

(Name)

By: _____
Michele Pergola
Its: First Vice President

By: _____, duly authorized
Name: _____
Title: _____
Tel: _____
Email: _____