

NON-RELIANCE, RELEASE AND CONFIDENTIALITY AGREEMENT

This Non-Reliance, Release and Confidentiality Agreement (this "Agreement") is executed as of this ____ day of _____, 2024 by _____ (the "Requesting Party") and is delivered to, and is for the benefit of, Anthony Borghi and Kurt Stenhouse, as Trustees of the Affinity Park Realty Trust u/d/t dated June 25, 2019 recorded with the Norfolk County Registry of Deeds (the "Registry") in Book 36926, Page 546 and The Mosaic Lending Trust u/d/t dated April 9, 2019 recorded with the Registry in Book 36730, Page 132 (collectively, the "Owner").

WHEREAS, reference is made to that certain [placeholder for description of auction documents]. As more particularly described therein, the Owner intends to sell certain real property in Weymouth, Massachusetts (collectively the "Property").

WHEREAS, the Requesting Party has expressed interest in bidding on some or all of the Property at the auction, and in connection therewith, has requested that Owner provide the Requesting Party with certain information relating to the Property (collectively, together with any additional information provided after execution of this Agreement, the "Evaluation Materials"). The Owner has agreed to allow the Requesting Party to review copies of the Evaluation Materials at this time upon the terms and conditions set forth herein.

NOW, THEREFORE, 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 represents, warrants, and agrees with the Owner as follows:

1. The Owner has not made any independent inquiry as to the content, validity, accuracy, completeness, and/or sufficiency of the Evaluation Materials. The Requesting Party shall be responsible for performing its independent due diligence and analysis with respect to all matters relating to the Property or the sale of the Property. All Evaluation Materials provided now or in the future to the Requesting Party shall be for informational purposes only and may not be relied upon by the Requesting Party or any other party. Moreover, the Evaluation Materials compiled and provided to the Requesting Party are for convenience purposes and are not meant to and shall not constitute a complete or exhaustive compilation, listing, or other determination of documents or information pertaining to the Property.

Neither the Owner nor any of its officers, employees, attorneys, agents, representatives, auctioneers, or preparers of Evaluation Materials (the "Owner Parties") has made and representation or warranty with respect to the Evaluation Materials, the Property, the potential or suitability of the Property for redevelopment, the environmental condition of the Property and/or the validity, accuracy, completeness or sufficiency of the Evaluation Materials. No contractual or other relationship exists between the preparers of the Evaluation Materials and the Requesting Party or with any other party, and none of the Owner Parties shall have any liability or other obligation to the Requesting Party.

2. The Requesting Party expressly (a) acknowledges and agrees to the terms and conditions set forth in this Agreement, (b) waives any and all claims against the Owner, any of the preparers of the Evaluation Materials, and the Owner Parties, which the Requesting Party may have now, or which may arise hereafter, in connection with the Evaluation Materials, and (c) acknowledges and agrees that in no event shall the Owner, any preparers of Evaluation Materials or the Owner Parties have any liability or other obligation to the Requesting Party relating in any way to the Evaluation Materials.

3. The Requesting Party shall keep confidential the contents of the Evaluation Materials and shall not share with or disclose the Evaluation Materials to any other party, other than the employees and attorneys of the Requesting Party directly involved in this matter, and then only if such other parties agree to be bound by the terms of this Agreement. If the Requesting Party is not the successful bidder or upon the Owner's request, the Requesting Party shall either return all copies of the Evaluation Materials to the Owner or certify to the Owner in writing that the Requesting Party has destroyed the Evaluation Materials and any copies thereof that the Requesting Party has made.

4. Given the confidential nature of certain of the Evaluation Materials, the Owner may be irreparably damaged by any breach of this Agreement. The Requesting Party agrees that the Owner may enforce this Agreement by legal action, including injunctive and other equitable relief. The Requesting Party shall indemnify each of the Owner Parties and hold each of them harmless from and against any claims, suits, actions, judgments, loss, cost, expense, and liability which may be threatened, asserted, or brought against, or imposed upon, any of the Owner Parties by virtue of the Requesting Party's failure to comply in all material respects with the terms of this Agreement. The provisions of this section shall survive the sale of the Property. The Requesting Party shall be responsible for all fees, costs, and expenses (including court costs and reasonable attorneys' fees) incurred by the Owner Parties in connection with the enforcement of this Agreement.

5. The individual executing this Agreement on behalf of the Requesting Party is duly authorized to do so.

6. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Any provision that is unenforceable because it is determined to be overbroad shall be limited by the minimum amount necessary to render such provision enforceable. To the extent that this Agreement conflicts with any other oral or written communication or agreement, the provisions of this Agreement shall control.

7. The laws of the Commonwealth of Massachusetts shall govern all rights and obligations under this Agreement.

[SIGNATURE ON FOLLOWING PAGE]

REQUESTING PARTY

By: _____

Name:

Title:

Email Address:

Tel No:

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