

## **DISCLAIMER, WAIVER, AND CONFIDENTIALITY AGREEMENT**

This Disclaimer, Waiver, and Confidentiality Agreement (this "Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_ (the "Requesting Party"), with an address of \_\_\_\_\_, and is delivered to, and is for the benefit of Hudson Americas LLC, as attorney-in-fact for Wells Fargo Bank, National Association (the "Mortgagee") through the grant of a Limited Power of Attorney in connection with the administration of certain loan arrangements, including, without limitation, the loan arrangements which are secured by the Mortgage Premises (as defined herein).

Reference is made to the two (2) Mortgagee's Notices of Sale of Real Estate (collectively, the "Notices") attached hereto as Exhibit A and Exhibit B, respectively, and specifically incorporated herein by reference, which Notices were prepared by the Mortgagee's predecessor in connection with those certain public auction foreclosure sales (collectively, the "Sales") of the real property set forth and described in each of the Notices (collectively, the "Mortgaged Premises"). The Sales were originally scheduled for the date and times as follows: (i) 4965 Washington Street, and 8 and 9 Carol Circle, West Roxbury, Massachusetts on Tuesday, May 10, 2011 at 11:00 A.M., and (ii) 1459-1461 V.F.W. Parkway, West Roxbury, Massachusetts on Tuesday, May 10, 2011 at 12:00 P.M. (Noon). The Sales have been postponed from time to time, most recently to **Tuesday, January 24, 2012**, at the originally scheduled times.

The Requesting Party has expressed its interest to the Mortgagee in bidding at the Sales, and in connection therewith, has requested that the Mortgagee provide the Requesting Party with certain information relating to the Mortgaged Premises, which the Mortgagee is willing to provide (singly and collectively, whether provided before or after the date of this Agreement, the "Evaluation Materials"). The Mortgagee has agreed to allow the Requesting Party to review copies of the Evaluation Materials, but only upon the terms and conditions set forth herein. Accordingly, for 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 as follows:

1. 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.

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 and/or the Mortgaged Premises, 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 Sales. No contractual or other relationship exists between the preparers of the Evaluation Materials and the Requesting Party.

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) NEITHER THE MORTGAGEE, NOR ANY OF ITS OFFICERS, DIRECTORS, MEMBERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, AUCTIONEERS, AND/OR ANY PREPARERS OF THE EVALUATION MATERIALS (COLLECTIVELY, THE "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; (II) 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 SALES AND/OR THE MORTGAGED PREMISES, 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 (III) 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 SALES, 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 (2) ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, BY ANY OF THE MORTGAGEE PARTIES RESPECTING THE FOREGOING.

3. 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 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.

4. 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. 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 the Requesting Party has destroyed the Evaluation Materials (including any copies thereof which the Requesting Party has made).

5. Given the sensitive and confidential nature of the Evaluation Materials, the Mortgagee may be irreparably damaged by any breach of this Agreement. The Requesting Party agrees that the Mortgagee may enforce this Agreement by legal action, including injunctive and other equitable relief. Further, the Requesting Party shall indemnify the Mortgagee, and hold the Mortgagee 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, the Mortgagee by virtue of the Requesting Party's failure to comply with the terms of this Agreement. The provisions of this paragraph shall survive the Sales and the delivery by the Mortgagee of the conveyancing documents with respect to the Sales.

6. 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.

7. This Agreement shall be binding upon the Requesting Party and its successors and assigns, and shall enure to the benefit of the Mortgagee and its successors and assigns.

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 the Mortgagee.

9. Upon the receipt of this Agreement executed by the Requesting Party (which may be in the form of electronic signature and which electronic signature the Mortgagee may deem to constitute an original signature for all purposes with respect to this Agreement), the Mortgagee will arrange to make the Evaluation Materials available to the Requesting Party.

10. 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 Address: \_\_\_\_\_

Exhibit A  
Notice of Sale (Tuesday, May 10, 2011 at 11:00 A.M.)

## MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage and Security Agreement dated March 12, 2004 (as amended, the "Mortgage") given by 4965 Realty Ventures, LLC to Anglo Irish Bank Corporation PLC, n/k/a Anglo Irish Bank Corporation Limited (the "Mortgagee"), and recorded with the Suffolk County Registry of Deeds (the "Registry") at Book 34011, Page 340, as amended by that certain Amendment dated November 23, 2004 and recorded with the Registry at Book 35959, Page 203, and as further amended by that certain Second Amendment dated December 21, 2006 and recorded with the Registry at Book 40982, Page 120, 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 commencing at 11:00 A.M. on the 10th day of May, 2011, upon the mortgaged premises, being all and singular the premises described in said Mortgage, to wit:

### EXHIBIT A

#### Parcel 1-9 Carol Circle, West Roxbury

A certain parcel of land with the buildings thereon, comprising numbered 9 Carol Circle, in the West Roxbury district of Boston, and consisting of about 25, 328 Square feet of land on the Northeasterly side of Carol Circle, and being shown as Lot 7 on a Plan by John E. Brosnahan, Surveyor, dated August 29, 1964, bounded and described as follows:

- SOUTHWESTERLY:           by Carol Circle, one hundred sixty (160.00) feet;
- NORTHWESTERLY:        by Lot 6, on said Plan, one hundred sixty-six and 38/100 (166.38) feet;
- NORTHEASTERLY:        by owners unknown, one hundred sixty and 81/100 (160.81) feet;
- SOUTHEASTERLY:        by Lot 8, on said Plan, one hundred fifty and 22/100 (150.22) feet.

#### Parcel II-8 Carol Circle, West Roxbury

A parcel of land with the buildings thereon numbered 8 Carol Circle in the West Roxbury District of Boston, and consisting of about 15,561 square feet of land on the Southwesterly side of Carol Circle, and being shown as Lot 2 on a Plan by John E. Brosnahan, Surveyor, dated August 29, 1964, bounded and described as follows:

- NORTHEASTERLY:        by Carol Circle, one hundred eighty (180.00) feet;
- SOUTHEASTERLY:        by Lot 1, on said Plan, eighty-six and 45/100 (86.45) feet;
- SOUTHWESTERLY:        by owners unknown, one hundred eighty (180.00) feet;
- NORTHWESTERLY:        by Lot 3, on said Plan, eighty-six and 45/100 (86.45) feet;

This conveyance of Parcels I and II is made together with the right to use the private way, shown on said plan as Carol Circle in common with others legally entitled thereto, for all purposes for which streets and way are commonly used, and is also made subject to all existing tenancies and persons occupying said premises.

Parcel III-4965 Washington Street, West Roxbury

A parcel of land with the buildings thereon, comprising numbered 4965 Washington Street in the West Roxbury district of Boston, and consisting of about 14,228 Square feet of land on the Southwesterly side of Carol Circle, and being shown as Lot 1 on a Plan by John E. Brosnahan, Surveyor, dated August 29, 1964, bounded and described as follows:

- SOUTHWESTERLY :           by owners unknown, one hundred sixty-five (165.00) feet;
- NORTHWESTERLY:           by Lot 2, on said Plan, eighty-six and 75/100 (86.75) feet;
- NORTHEASTERLY:         by Carol Circle, one hundred fifty-two (152.00) feet;
- SOUTHEASTERLY:         by Washington Street, seventy-three and 45/100 (73.45) feet.

This conveyance is made together with the right to use the private way, shown on said Plan as Carol Circle, in common with others legally entitled thereto, for all purposes for which streets and way are commonly used.

The mortgaged premises are to be sold subject to and with the benefit of all easements, restrictions, covenants, conditions, reservations and agreements of record, to the extent that same are in force and applicable, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, existing encumbrances, 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 premises are also sold subject to the right of redemption of the United States of America, if any there be. The Mortgagee reserves the right to postpone the sale by auctioneer's public proclamation.

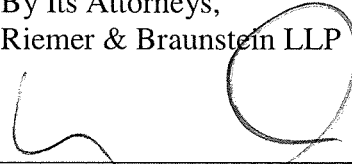
**TERMS OF SALE:** A deposit of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)** shall be required to be paid to the Mortgagee by certified check or bank cashier's check (cash will not be accepted) at the time and place of the public auction foreclosure sale of the mortgaged premises which deposit shall be increased to an amount equal to ten percent (10%) of the highest bid, which amount is to be paid 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 change terms of 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.

ANGLO IRISH BANK  
CORPORATION LIMITED,  
f/k/a Anglo Irish Bank Corporation PLC  
Present Holder of said Mortgage,

By Its Attorneys,  
Riemer & Braunstein LLP

A handwritten signature in black ink, appearing to read "Barry G. Braunstein", is written over a horizontal line. The signature is stylized and somewhat cursive.

Barry G. Braunstein, Esquire  
Riemer & Braunstein LLP  
3 Center Plaza  
Boston, MA 02108  
617-523-9000

Exhibit B  
Notice of Sale (Tuesday, May 10, 2011 at 12:00 P.M. (Noon))

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage and Security Agreement dated March 12, 2004 (as amended, the "Mortgage") given by 1459 Realty Ventures, LLC to Anglo Irish Bank Corporation PLC, n/k/a Anglo Irish Bank Corporation Limited (the "Mortgagee"), and recorded with the Suffolk County Registry of Deeds (the "Registry") at Book 34012, Page 76, as amended by that certain Amendment dated December 3, 2004 and recorded with the Registry at Book 36027, Page 90, and as further amended by that certain Second Amendment dated March 17, 2006 and recorded with the Registry at Book 39227, Page 145, 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 commencing at 12:00 P.M. (Noon) on the 10th day of May, 2011, upon the mortgaged premises, being all and singular the premises described in said Mortgage, to wit:

EXHIBIT A

A certain parcel of land with all the buildings thereon presently known and numbered 1459 Veterans of Foreign Wars Parkway, situated in the West Roxbury District of Boston, Suffolk County, Massachusetts, and being shown as Lot 1A on a Plan of Land, Boston, Mass. (West Roxbury Dist.) dated April 7, 1956, H.M. Fletcher, Surveyor, recorded with Suffolk County Registry of Deeds in Book 7147, Page 596, and bounded as follows:

EASTERLY	by Veterans of Foreign Wars Parkway, 50 feet, more or less;
SOUTHEASTERLY	by the center line of a passageway, which passageway is 20 feet wide, 265 feet, more or less;
SOUTHERLY	by land of owners unknown, 425 feet;
NORTHWESTERLY	by Charles River, about 450 feet; and
NORTHERLY	by Lot 18 as shown on said plan, 250 feet;

Said premises contain about 89,500 square feet of land, according to said plan.

Subject to and with the benefit of all rights, easements, agreements, takings and restrictions of record, if any, insofar as in force and applicable.

PROPERTY ADDRESS: 1459-1461 V.F.W. Parkway, West Roxbury, Massachusetts.

The mortgaged premises are to be sold subject to and with the benefit of all easements, restrictions, covenants, conditions, reservations and agreements of record, to the extent that same are in force and applicable, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, existing encumbrances, 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 premises are also sold subject

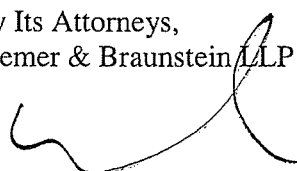
to the right of redemption of the United States of America, if any there be. The Mortgagee reserves the right to postpone the sale by auctioneer's public proclamation.

**TERMS OF SALE:** A deposit of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)** 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 public auction foreclosure sale of the mortgaged premises which deposit shall be increased to an amount equal to ten percent (10%) of the highest bid, which amount is to be paid 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 change terms of 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.

ANGLO IRISH BANK  
CORPORATION LIMITED,  
f/k/a Anglo Irish Bank Corporation PLC  
Present Holder of said Mortgage,

By Its Attorneys,  
Riemer & Braunstein LLP



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Barry G. Braunstein, Esquire  
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