

DISCLAIMER, WAIVER, AND CONFIDENTIALITY AGREEMENT

This Disclaimer, Waiver, and Confidentiality Agreement (this "**Agreement**") is executed this ____ day of October, 2014 by _____ (the "**Requesting Party**"), with an address of _____ and is delivered to, and is for the benefit of, **DEDHAM INSTITUTION FOR SAVINGS** (the "**Mortgagee**").

Reference is made to that certain Mortgagee's Notice of Sale of Real Estate and Secured Party's Notification of Disposition of Collateral (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 (i) will sell at **PUBLIC AUCTION on Thursday, October 30, 2014** the real property known as 1062-1086 Main Street, Chatham, 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, October 30, 2014** the assets of South Cape Enterprises, Inc. (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 Mortgagee in bidding at the Sale, and in connection therewith, has requested that the Mortgagee 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 Mortgagee 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 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. In addition, the Requesting Party acknowledges that as set forth in the Notice of Sale, the Mortgaged Property is being sold subject

to, among other things, (a) that certain Regulatory Agreement dated January 19, 2011 (the “**Regulatory Agreement**”), and (b) that certain Comprehensive Permit granted by the Town of Chatham Zoning Board of Appeals as set forth in a certain Decision of the Zoning Board of Appeals dated December 31, 2007 (the “**Comprehensive Permit**”), copies of each document are included in the Evaluation Materials. The Requesting Party acknowledges and agrees that Unit 1(B) of the Mortgaged Property and the development rights for the Mortgaged Property are subject to certain restrictions, regulations, rules and requirements under applicable federal, state and/or local laws, including without limitation those set forth in the Regulatory Agreement and the Comprehensive Permit. The Requesting Party further acknowledges and agrees that the buyer of Unit 1(B) and the development rights will have sole responsibility of complying with all of the foregoing, including without limitation, obtaining any and all required federal, state, and/or local consents or approvals and qualifying as a limited dividend organization.

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 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 ANY OF ITS’ 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; AND (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.

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, 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.

4. 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 Requesting Party's employees, representatives, officers, agents, consultants, managers, advisors, or attorneys (collectively, "**Representatives**") 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.

5. Upon the Mortgagee'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 may deem to constitute an original signature for all purposes with respect to this Agreement), the Mortgagee will make the Evaluation Materials available to the Requesting Party. The Requesting Party shall deliver to the Mortgagee'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 Mortgagee's counsel is as follows:

Riemer & Braunstein LLP
Three Center Plaza
Boston, Massachusetts 02108
Attention: Douglas K. Clarke, Esquire
Email: dclarke@riemerlaw.com
Facsimile: (617) 692-3485

[remainder of page intentionally blank]

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

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE AND
SECURED PARTY'S NOTICE OF DISPOSITION OF COLLATERAL

By virtue and in execution of the Power of Sale contained in a certain Mortgage, Security Agreement, and Assignment (the "Mortgage") given by South Cape Enterprises, Inc. (the "Mortgagor") to Dedham Institution for Savings (the "Mortgagee") dated June 21, 2010, and recorded with the Barnstable County Registry of Deeds (the "Registry") at Book 24638, Page 238, and registered with the Barnstable County Registry District of the Land Court (the "Land Court") as Document No. 1,142,808, as noted on Certificate of Title No. 152886, which Certificate of Title has been deregistered pursuant to a certain Order of the Land Court dated October 5, 2012 and registered with the Land Court as Document No. 1,204,238, as noted on Certificate of Title No. 152886, of which Mortgage the undersigned is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing, the same will be sold at public auction commencing at 11:00 A.M. on the 30th day of October, 2014, upon the mortgaged premises, being all and singular the premises described in the Mortgage, to wit:

Two parcels of land in Chatham, Barnstable County, Massachusetts, together with the buildings thereon, bounded and described as follows:

Parcel 1: Registered Land

SOUTHERLY by the northerly line of State Highway (Route 28) , 159.90 feet;
SOUTHERLY by the northerly line of State Highway, 212.16 feet;
WESTERLY by land now or formerly of Ann V. Flagg, about 86 feet;
NORTHERLY by Newty Pond; and
EASTERLY by land now or formerly of Bradford L. Nickerson, et al, about 148 feet.

All of said boundaries are determined by the Court to be located as shown on Plan 31293-A dated January 1962, drawn by Gerald A. Mercer & Co., Inc., Civil Engineers, as modified and approved by the Court, and filed in the Land Registration Office at Boston, a copy of a portion of which is filed in Barnstable County Registry of Deeds in Land Registration Book 233, Page 91, with Certificate of Title No. 30111.

So much of said land, as is included within the area marked "Drainage Easement" as approximately shown on said plan, is subject to an easement for drainage as set forth in a grant from George H. Thomas to the Commonwealth of Massachusetts dated March 31, 1927 duly recorded in Book 445, Page 484.

For title see Certificate of Title No. 152886.

Parcel 2: Unregistered Land

Commencing at a post and fence at the southeasterly corner of the granted premises at the State Highway and at other land now or formerly of Walter H. Thomas; thence running northerly by said fence 150 feet, more or less, by said other land now or formerly of Walter H. Thomas, to the Pond; thence running westerly by said Pond, 90 feet, more or less, to still other land now or formerly of Walter H. Thomas; thence running southerly by the last mentioned land now or formerly of Walter H. Thomas, following a fence, 150 feet, more or less, to a post at said State Highway, thence running easterly by said State Highway, 92 feet, more or less, to the first mentioned post and point of beginning.

For title see deed of James M. O'Connell and Joyce L. O'Connell dated April 29, 1999 and recorded with Barnstable County Registry of Deeds in Book 12233, Page 166.

The above-described mortgaged premises will hereinafter be referred to as the "Real Property."

The Real Property has been subsequently subjected to the provisions of Massachusetts General Laws Chapter 183A in connection with the establishment of condominium units as provided in a certain Master Deed of Main Street Village Condominium dated September 18, 2012 and recorded with the Registry at Book 26683, Page 1, as amended by that certain First Amendment of Master Deed Main Street Village Condominium dated September 20, 2012 and recorded with the Registry at Book 26695, Page 322, as amended by that certain Second Amendment of Master Deed Main Street Village Condominium dated October 19, 2012 and recorded with the Registry at Book 2677, Page 276, and as further amended by that certain Third Amendment of Master Deed Main Street Village Condominium dated as of May 31, 2013 and recorded with the Registry at Book 27424, Page 105 (as amended and in effect, the "Master Deed").

The following condominium units were created pursuant to the Master Deed: Unit 1A, Unit 1B, Unit 1C, Unit 1D, and Unit 1E. All of the foregoing condominium units are in the condominium known as Main Street Village Condominium and all of the condominium units are located at or near Main Street, Chatham, Massachusetts.

THE PREMISES TO BE SOLD CONSIST OF THE PREMISES AS DESCRIBED IN THE MORTGAGE, EXCEPTING AND EXCLUDING SO MUCH AS HAS BEEN CONVEYED OF PUBLIC RECORD. CERTAIN OF THE CONDOMINIUM UNITS HAVE BEEN CONVEYED OF PUBLIC RECORD AND ARE NOT INCLUDED AS PART OF THIS SALE. UNIT 1A AND UNIT 1C HAVE BEEN CONVEYED OF RECORD.

UNIT 1B, UNIT 1D, AND UNIT 1E, TOGETHER WITH THE DEVELOPMENT RIGHTS FOR THE REAL PROPERTY, IF ANY, AS SET FORTH BELOW, ARE THE ONLY PROPERTIES TO BE SOLD AT THIS AUCTION.

The Real Property is to be sold together with all personal property in which the Mortgagee has been granted a security interest by the Mortgagor (collectively referred to herein as the "Personal Property" and, together with the Real Property, collectively, the "Mortgaged

Property”), including, without limitation, the following: (a) all of the Mortgagor’s present and future rights in the Main Street Village Condominium (the “Condominium”), including without limitation, the Assigned Rights (hereinafter defined) and any and all condominium units which may be hereafter created under the Master Deed, and the recordation of amendments to the Master Deed creating subsequent phases of the Condominium, together with all of the Mortgagor’s right, title, and interest (i) arising under the Master Deed and/or any amendment thereto which may be recorded by the Mortgagor or any successor or assign of the Mortgagor relative to the Real Property or any portion thereof, (ii) arising under any additional documentation useful or necessary to establish the Condominium, including, without limitation, any rights in and to any association established to administer the Condominium, and own or administer the common areas and facilities of the Condominium, (hereinafter, with the Master Deed, collectively, the “Condominium Documents”), (iii) relative to the development and creation of phases of the Condominium, the construction of the buildings on the Real Property, and the amendment of the Condominium Documents to provide for the establishment of additional phases, and (iv) arising out of any agreement to sell units of the Condominium; (b) all easements, covenants, agreements and rights which are appurtenant to or benefit the Real Property; (c) all fixtures, machinery, equipment, furniture, inventory, building supplies, and appliances, used or useful in the construction, operation, maintenance, or occupation of the Real Property or any portion or unit thereof; and (d) all leases, contracts, agreements, permits, licenses, and approvals related to the construction, operation, maintenance or occupation of the Real Property.

THE MORTGAGED PROPERTY WILL BE OFFERED FOR SALE IN THE ORDER AND MANNER SET FORTH BELOW:

Method 1

Method 1 (A). UNIT 1D, which is a portion of the Real Property, together with any Personal Property used in connection therewith or appurtenant thereto, will be offered for sale at public auction on the Real Property at 11:00 A.M. on October 30, 2014.

Method 1 (B). UNIT 1E, which is a portion of the Real Property, together with any Personal Property used in connection therewith or appurtenant thereto, will be offered for sale at public auction on the Real Property at 11:00 A.M. on October 30, 2014.

Method 1 (C). UNIT 1B, which is a portion of the Real Property, together with all rights and development rights to create, add and/or construct additional phases and the improvements and units to the condominium, if any, and any and all easements and rights reserved in the Master Deed for the creation, addition and/or construction of said phases on the Real Property, including the right to add additional property to the condominium and the right to amend the Master Deed, if any, and all Personal Property used in connection with or appurtenant to any of the foregoing (together with Unit 1B, all property and rights sold under this Method 1(C) are hereinafter referred to collectively as the “Remaining Property”),

will be offered for sale at public auction on the Real Property at 11:00 A.M. on October 30, 2014.

Method 2

After Unit 1D, Unit 1E, and the Remaining Property have been offered for sale separately in the order and manner set forth hereinabove, the Real Property consisting of Unit 1D, Unit 1E, and the Remaining Property, together with all Personal Property, will thereafter be offered for sale in the entirety, on the mortgaged premises at 11:00 A.M. on October 30, 2014.

If the highest bid for Unit 1D, Unit 1E, and the Remaining Property, as a single sale (Method 2) shall be equal to or exceed the cumulative total of the highest bids for Unit 1D, Unit 1E, and the Remaining Property separately (Method 1), then the separate highest bids for Unit 1D, Unit 1E, and the Remaining Property (Method 1) shall be voided and Unit 1D, Unit 1E, and the Remaining Property shall be sold to the highest bidder as a single sale pursuant to Method 2. If the bid by the highest bidder for the sale of Unit 1D, Unit 1E, and the Remaining Property as a single sale (Method 2) shall not equal or exceed the total of the cumulative highest bids for Unit 1D, Unit 1E, and the Remaining Property as separate sales (Method 1), then Unit 1D, Unit 1E, and the Remaining Property will be sold separately to the highest bidders for Unit 1D, Unit 1E, and the Remaining Property, respectively, as separate sales pursuant to Method 1.

TERMS OF SALE:

The highest bidder of the sale of Unit 1D sold separately pursuant to Method 1(A) shall be required to make a deposit of **TEN THOUSAND AND 00/100 DOLLARS (\$10,000)** to the Mortgagee by certified check or bank cashier's check (cash will not be accepted) at the time and place of the sale of Unit 1D. The highest bidder of the sale of Unit 1E sold separately pursuant to Method 1(B) shall be required to make a deposit of **TEN THOUSAND AND 00/100 DOLLARS (\$10,000)** to the Mortgagee by certified check or bank cashier's check (cash will not be accepted) at the time and place of the sale of Unit 1E. The highest bidder of the sale of the Remaining Property sold separately pursuant to Method 1(C) shall be required to make a deposit of **TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000)** to the Mortgagee by certified check or bank cashier's check (cash will not be accepted) at the time and place of the sale of the Remaining Property. If the Mortgaged Property shall be sold in the entirety as a single sale pursuant to Method 2, the highest bidder shall be required to make a deposit of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000)** to the Mortgagee by certified check or bank cashier's check (cash will not be accepted) at the time and place of the single sale of the entire mortgaged premises pursuant to Method 2. The balance of the purchase price in any event is to be paid to the Mortgagee by certified check, bank cashier's check, or federal funds wire transfer in or within thirty (30) days from the date of the sale, with **time being of the essence.**

The Mortgaged Property is to be sold subject to and with the benefit of all contracts and agreements concerning the mortgaged premises, if any, and all easements, restrictions, building

and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, unpaid condominium fees, expenses, or charges, if any, 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 Property is also sold subject to the right of redemption of the United States of America, if any there be. Without limiting the foregoing, the Mortgaged Property is subject to the following encumbrances of record: (a) a certain Comprehensive Permit granted by the Town of Chatham Zoning Board of Appeals as set forth in a certain Decision of the Zoning Board of Appeals dated December 31, 2007, registered with the Land Court as Document No. 1,081,604 and recorded with the Registry in Book 2265, Page 97; and (b) a certain Regulatory Agreement dated January 19, 2011 between the Mortgagor and Massachusetts Housing Finance Agency, registered with the Land Court as Document No. 1,160,337 and recorded with the Registry in Book 25262, Page 267.

The Mortgagee may, at its option, either sell the Mortgaged Property (or any portion thereof) to the second highest bidder(s) at the sale of the Mortgaged Property should the highest bidder(s) fail to fulfill such highest bidder's obligations under the sales agreement to be entered into with the Mortgagee immediately after such sale, or assume the highest bid(s) in the event of default by the highest bidder(s), and no such assumption of bid(s) or sale of the Mortgaged Property (or any portion thereof) by the Mortgagee to such second highest bidder(s) shall relieve the highest bidder(s) from its obligations under such sales agreement nor operate as a waiver by the Mortgagee of its rights and remedies against the highest bidder(s).

EXCLUSION OF WARRANTIES: THE SALE(S) 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(s) 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(s) 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(s) 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. The Mortgaged Property 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 MORTGAGED RPROPERTY.** 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(s) of such sale.

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 the 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.

DEDHAM INSTITUTION FOR SAVINGS
Present Holder of said Mortgage,

By Its Attorneys,
Riemer & Braunstein LLP

Douglas K. Clarke
Riemer & Braunstein LLP
3 Center Plaza
Boston, MA 02108
617-523-9000

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. Form of Sale Agreement
4. Form of Secured Party's Bill of Sale
5. Form of Promotional Advertisement by Auctioneer
6. Mortgage, Security Agreement, and Assignment
7. Assignments of Mortgage and Security Agreement
8. Municipal Lien Certificates
9. Loan Policy of Title Insurance
10. Comprehensive Permit
11. Regulatory Agreement
12. Subordination Agreements
13. Letter from Massachusetts Department of Transportation
14. Condominium Declaration of Trust
15. Master Condominium Deed and Amendments