

CONFIDENTIALITY AGREEMENT FOR REVIEW OF ASSETS

Preamble

In connection therewith, the ("Owner") has determined to permit the Reviewer to review and inspect documents, files and other information relating to the Assets (the "Confidential Information"). The Confidential Information may include economic, commercial, marketing, and financial information that is confidential and/or proprietary in nature. Therefore, the Owner has determined to require the Reviewer to execute and deliver this Agreement as a condition of its review and inspection of the Confidential Information.

In consideration of being granted the opportunity to review and inspect the Confidential Information, the Reviewer agrees as follows:

Agreement

Section 1. Purpose

The reviewer agrees that its review and inspection of the Confidential Information shall be solely to conduct due diligence, on its own behalf and not as an agent, representative or broker of any undisclosed party, for the purpose to determine whether or not to pursue the acquisition of the assets.

Section 2. Non-Disclosure and Use of Confidential Information

- a. The Reviewer agrees that, except as set forth below, all Confidential Information shall be used by the Reviewer solely for the purpose stated in Section 1 hereof. The Reviewer further agrees not to disclose any of the Confidential Information without prior written consent of the Owner to any third party other than to (i) its employees, officers and directors (including those of its affiliates), (ii) its agents and representatives, including attorneys, accountants and financial advisors, (iii) insurance and reinsurance firms, (iv) Credit rating agencies, and (v) prospective purchasers of any Assets purchased by the Reviewer from the Owner (collectively, the "Representatives") in each case who (i) have a need to know the Confidential Information for the purpose stated in Section 1 hereof, and (ii) have entered into an agreement with the Reviewer substantially in the form of this agreement.
- b. The term "Confidential Information" shall not include information which: (a) is already known to the Reviewer from Non-Owner/Broker sources not known by the Reviewer to be subject to any confidentiality obligations to the Owner; (b) is or becomes generally available to the public other than a result of a disclosure by the Reviewer or any of its Representatives; or (c) is required to be disclosed by law or by regulatory or judicial process.
- c. In the event the Reviewer or any of its Representatives fails in any respect to comply with its obligations under this Agreement, the Reviewer shall be liable to the Owner for a breach of the Agreement. In addition, the Owner may in its discretion refuse to consider a bid from the Reviewer on the Asset or to allow the Reviewer to conduct due diligence or any other assets offered for sale by Owner.
- d. The rights, powers, and remedies provided for the preceding Subsection (c) shall be

in addition to and do not preclude the exercise of any other right, power, or remedy available to the Owner under law or in equity. No forbearance, failure or delay in exercising any such rights, power or remedy shall operate as a waiver thereof or preclude its further exercise.

Section 3. Review of Confidential Information

The Confidential Information will be made available for review, at a location or through the media determined by the Owner to Representatives of the Reviewer whose duties include the review and inspection of assets information in other similar transactions or the evaluation of credit, legal or other aspects of such transactions.

Section 4. Duplications

The Reviewer agrees to refrain from making any reproductions, other than handwritten summaries or notes and self-generated computer records, of any item of Confidential Information without the prior written consent of the Owner.

Section 5. Limited Access

The Reviewer shall inform each of its Representatives that receives any of the Confidential Information of the requirements of the Agreement and shall require each such Representative to comply with such requirements.

Section 6. Debtor Contract

The Reviewer agrees not to communicate with any debtor, guarantor, debtor's or guarantor's accountant or attorney relative to any Asset without the prior written consent of the Owner.

Section 7. Legal Requirements

The Reviewer acknowledges that (i) the Confidential Information is subject to the confidentiality provisions of 12 C.F.R. Part 309 and may contain customer information subject to the Right to Financial Privacy Act, and (ii) any unauthorized use of the Confidential Information may result in the imposition of criminal penalties under 18 U.S.C. Section 641.

Section 8. Termination

The restrictions in the Agreement shall terminate as to any of the Assets acquired by the Reviewer provided, however, that any claim by the Owner based on a breach of this Agreement occurring prior to such acquisition or provision of credit enhancement shall survive the acquisition or provision of credit enhancement unless waived by the Owner in writing. The terms and conditions of this Agreement shall remain in full force and effect as to any Assets not acquired by the Reviewer or as to which the Reviewer does not provide such credit enhancement. The Reviewer shall destroy or, at the Owner's request, deliver to the Owner or Broker any compilations, studies, notes or other documents or records which contain or reflect Confidential Information relating to the Assets not acquired by the Reviewer or as to which the Reviewer does not provide such credit enhancement.

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Section 9. Entire Agreement

This Agreement represents the entire agreement between the Reviewer and the Owner relating to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by the Reviewer.

This Agreement supersedes all other agreements relating to such matters which have previously been executed by the Reviewer in favor of the Owner.

IN WITNESS WHEREOF, a duly authorized representative of the Reviewer has executed this Agreement as of the date set forth below.

REVIEWER:

(COMPANY NAME OF REVIEWER)

BY: _____
(SIGNATURE OF REVIEWER)

PRINTED NAME: _____

TITLE: _____

DATE OF EXECUTION: _____