

CONFIDENTIALITY MEMORANDUM

DATE: _____

This will govern the treatment of information to be provided to _____, his/her agents or prospective buyers in connection with an investigation of The Upstate NY Marina, as further referenced by Marina Realty Group (MRG) as listing number 80 ("The Marina") to determine whether you wish to acquire the Marina.

The owner(s) of the Marina consents, subject to its right to withdraw such consent, to make available to you information relating to the marina and the ownership and operation thereof. The information obtained by meeting with the officers and employees of the company, and their respective partners, financial advisors, independent auditors, legal counsel or other agents or representatives, and any other information derived by you or your financial advisors, independent auditors, legal counsel or other agents or representatives (your "Representatives") from or through any of the foregoing related to the Marina or the ownership and operation thereof are herein referred to as the "Evaluation Material."

The owner makes no representation or warranty hereby as to the accuracy or completeness of the Evaluation Material, you agree that neither the owner nor any of their respective partners shall have any liability hereunder to you or any of your Representatives resulting from the selection or use of the Evaluation Material by you or your Representatives.

As you know, it is imperative that all Evaluation Material remains confidential. Accordingly, in consideration of the owner making the Evaluation Material available to you, you agree by your acceptance of the accompanying materials:

- 1) Not to use, or allow the use of any portion of the Evaluation Material or notes derived from your inspection of the Evaluation Material (your "Notes"), for any purpose whatsoever except in connection with the transaction described above;
- 2) Not to disclose or allow disclosure to others of any portion of the Evaluation Material or your Notes, except to your Representatives or Client on a need to know basis after they have been informed of the confidential nature of the Evaluation Material and you have notified Marina Realty Group of the identity of such Representatives and then only for the sole purpose described in paragraph 1 above;
- 3) Not to disclose or allow disclosure to persons other than your Representatives that the Evaluation Material has been made available to you, that you have inspected any portion of the Evaluation Material, that discussion or negotiations are taking place concerning a possible acquisition by you of the Marina or any of the terms, conditions, or other facts with respect to any such possible transaction including the status thereof;
- 4) Not to make or allow to be made copies of or otherwise reproduce any of the Evaluation Material except in the form of Notes made by your Representatives or Client during their inspection of the Evaluation Material to assist in your evaluation of the marina, and;
- 5) If you do not within 30 days of the signing of this document, proceed with the acquisition of the Marina, to destroy your Notes and all copies thereof and to return any Evaluation Material.

Buyer/Prospect shall not communicate, directly or indirectly, with the Seller, its management, staff or employees. Further, Buyer shall not view the Property, enter upon or visit the Property without the express written permission of Marina Realty Group. All communications regarding the Property shall be initiated exclusively through Marina Realty Group. All Property showings shall be by appointment only, and all appointments shall be coordinated by and exclusively through Marina Realty Group. Any actions contrary to the aforementioned instructions shall constitute an actionable breach of this Agreement.

In the event that you or any of your Representatives, Affiliates become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Evaluation Material, you should provide the owner with prompt written notice so that the owner may seek a protective order or other appropriate remedy or seek confidential treatment for the Evaluation Material. You will cooperate with the owner in such endeavors and agree to disclose only that portion of the Evaluation Material which you are advised by counsel is legally required.

Furthermore, you expressly acknowledge and agree that by signing this document, you verify that you currently possess and will maintain the financial ability and wherewithal to achieve the Purpose.

This agreement shall terminate in its entirety in the event that you acquire the Marina and shall terminate or be inoperative as to such portions of the Evaluation material which (I) become generally available to the public other than as a result of any unauthorized disclosure by you or your Representatives, Affiliates, (II) were known to you on a non-confidential basis prior to its disclosure to you by the owner or their respective agents, advisors or representatives, or (III) becomes available to you on a non-confidential basis from a source other than the owner which is not prohibited from disclosing the same.

No failure or delay by the owner regarding any right, power or privilege hereunder shall operate as a waiver thereof and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

You agree that the owner shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available to the owner at law or equity.

In the event any action or proceedings are instituted or commenced to enforce the provisions of the Agreement, the prevailing party shall also be entitled to recover reasonable attorneys' fees and costs.

Marina Realty Group has a duty to deal with all parties fairly and honestly. This agreement shall be governed under the laws of the State of New York.

Signature/Print Name

Date

Please return via facsimile to 617-830-0674

All Right Reserved by Marina Realty Group

Buyer Information Sheet

Name of Buyer

Name of Company

Address

City, State Zip

Phone

Fax

Alternate Phone

Email

Please Complete and execute agreement; initial each page; and fax back all 3 pages to 617-830-0674

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