

ATTACHMENT "C"

CONFIDENTIALITY AGREEMENT
(PROPERTY SALES)

This CONFIDENTIALITY AGREEMENT ("Agreement") is made as of this _____ day of _____, 20__, by and between the Federal Deposit Insurance Corporation, in the capacity set forth on the signature page hereof ("FDIC"), and

(1) _____ (an individual) or

(2) _____ a _____ organized under the laws of the State of _____ ("Purchaser").

WHEREAS, FDIC has offered for sale certain real property together with any improvements thereon ("Property") more particularly described in Exhibit A, attached hereto and incorporated herein;

WHEREAS, Purchaser has expressed an interest in purchasing the Property;

WHEREAS, in consideration of FDIC, its agents and representatives furnishing Purchaser with information regarding the Property, which information is contained in the documents identified in Exhibit B attached hereto and incorporated herein, and which information is non-public, confidential, or proprietary in nature, Purchaser agrees to make certain agreements regarding such information, as well as all notes, analyses, compilations, studies, or other documents, whether prepared by Purchaser or others, which contain or otherwise reflect such information (such information, and such documents, are collectively herein referred to as the "Evaluation Material").

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FDIC and Purchaser enter into this Agreement:

Section 1. Term. This Agreement shall become effective as of the date first written above and shall terminate only upon consummation of a purchase and sale transaction relating to the Property between FDIC and Purchaser, resulting in FDIC no longer being the recorded title holder of the Property.

Section 2. Limitation on Use. Purchaser shall use the Evaluation Material solely for the purpose of evaluating the suitability of the Property for purchase and the preparation of a bid for such purchase, and for no other purpose.

Section 3. Limited Access. Without the prior, written consent of FDIC, to be granted or withheld in FDIC's sole discretion, Purchaser shall not disseminate or divulge the

Evaluation Material to any person or entity, other than as set forth below. Purchaser shall limit access to the Evaluation Material to such persons or entities who have a need to know the information contained in the Evaluation Material for the purpose of advising Purchaser on the suitability of the Property for purchase (including, without limitation, any prospective institutional lender from whom Purchaser may seek financing for the purchase) and assisting Purchaser in the preparation of a bid for such purchase. Purchaser shall keep a record of the recipients of the Evaluation Materials. Purchaser shall be responsible for any breach of the Agreement by its partners, directors, officers, employees, agents, representatives, affiliates, successors, or assigns. **Without the prior written consent of FDIC, which consent may be withheld in its sole discretion, Purchaser shall not directly or indirectly, contact, seek, or attempt to seek any information from any person other than FDIC regarding the Evaluation Material.**

Section 4. Confidentiality. Purchaser agrees that Purchaser shall ensure that all persons or entities to whom it discloses the Evaluation Material shall keep the Evaluation Material confidential. This Agreement shall be inoperative as to particular portions of the Evaluation Material if such information (i) becomes generally available for the public other than as a result of a disclosure by Purchaser, its partners, directors, officers, employees, agents, representatives, affiliates, successors or assigns; (ii) was available to Purchaser on a non-confidential basis prior to its disclosure to Purchaser by FDIC; (iii) becomes available to Purchaser on a non-confidential basis from a source other than FDIC which source, insofar as is known to Purchaser after reasonable inquiry, is not prohibited from making the disclosure to Purchaser; or (iv) is independently developed by Purchaser without use of the Evaluation Material.

Section 5. Return of Documents. Unless otherwise directed by FDIC, Purchaser shall return and ensure that all persons or entities to whom it has disclosed the Evaluation Material shall return all copies of the Evaluation Material (whether prepared by Purchaser or others) to FDIC, upon the earliest of: (1) the fifth (5th) business day after receipt by Purchaser of notice from FDIC that FDIC has not accepted Purchaser's bid to purchase the Property; or (2) the sixtieth (60th) day following the submission by Purchaser of its bid, whether or not Purchaser has received any notice from FDIC regarding such bid. Purchaser will inform FDIC immediately of any improper disclosure of any of the Evaluation Material, and of any breach of any provision of this Agreement, which may come to Purchaser's attention. The return of all Evaluation Material to FDIC, as required by this Section 5, shall not relieve Purchaser of its obligations created by this Agreement regarding confidentiality and use of the Evaluation Material.

Section 6. Other Disclosure. To the extent that Purchaser is required to disclose the Evaluation Material pursuant to the requirements of any legal proceeding, Purchaser shall notify FDIC within one (1) business day of its knowledge of such legally required disclosure so that FDIC may seek an appropriate protective order and/or waive the Purchaser's compliance with this Agreement. Notice shall be both by telephone and in writing. In the absence of a protective order or waiver, Purchaser may disclose that portion of the Evaluation Material which is required to be disclosed pursuant to such legal proceeding if, in the written opinion of its counsel, failure to disclose such

Evaluation Material in any tribunal would subject Purchaser to liability for contempt, censure or other legal penalty or liability.

Section 7. Liability. If FDIC determines that Purchaser has breached any provision of this Agreement, FDIC may in its sole discretion, exercise any of all legal or equitable rights or remedies to which FDIC is entitled on account of Purchaser's breach. FDIC shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance.

Section 8. Indemnification. Purchaser shall defend, indemnify and hold harmless FDIC from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs, and expenses (including attorneys' fees) asserted against or incurred by FDIC as a result of any violation of, or failure to comply with, the provisions of this Agreement by Purchaser or any person or entity to whom it has disclosed the Evaluation Material.

Section 9. Release of FDIC. Purchaser acknowledges and understands that some or all of the Evaluation Material may have been prepared by parties other than FDIC, and further acknowledges and understands that FDIC expressly disclaims all representations and warranties either express or implied, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose, and any warranty with respect to the content, completeness or accuracy of the Evaluation Material. Purchaser is responsible for assuring itself as to the content, completeness, or accuracy of the Evaluation Material, and any reliance on the Evaluation Material shall be solely at Purchaser's risk. Purchaser hereby releases FDIC from all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees) asserted against or incurred by Purchaser by reason of Purchaser's reliance on or knowledge of the Evaluation Material or by any other reason.

Section 10. Effect of Invalid Provision. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof and such invalid or unenforceable provision shall be construed or deemed amended by the parties only to the extent necessary to make it valid and enforceable.

Section 11. Miscellaneous. This Agreement represents the entire agreement between the Purchaser and FDIC relating to the receipt, use, and disclosure of the Evaluation Material, and may be amended only by written agreement of the parties hereto. This Agreement shall apply to and be binding upon Purchaser and its partners, directors, officers, employees, agents, representatives, affiliates, successors and assigns. The representative(s) signing this Agreement on behalf of the Purchaser represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to bind legally Purchaser. The construction, interpretation, and performance of this Agreement shall be governed by the laws of the United States of America, and to the extent that state law would apply under applicable federal law, the laws of the state where

the Property is located, without regard to conflicts of law principles thereof. Notices under this Agreement shall be addressed to the parties at the following addresses:

If to FDIC, to:

If to Purchaser, to:

[SIGNATURE PAGE FOLLOWS]

SAMPLE

IN WITNESS WHEREOF, FDIC and the Purchaser have executed this Agreement effective as of the day and year first above written.

FDIC: Federal Deposit Insurance Corporation

(check one)

- as Receiver of
- in its corporate capacity as liquidator of
- as successor in interest to _____, as Receiver of

[Name of institution]

FDIC:

Purchaser:

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

EXHIBIT A – Property Description

EXHIBIT B – Evaluation Material

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EXHIBIT "A"

PROPERTY DESCRIPTION
(See attached)

SAMPLE

EXHIBIT "B"

EVALUATION MATERIAL
(See attached)

SAMPLE