

**CONFIDENTIALITY, NON-DISCLOSURE  
& NON-COMPETITION AGREEMENT**

This AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2009 by and between R&C REALTY TRUST, C&R REALTY TRUST and GREEN VIEW REALTY, LLC (hereinafter collectively "GVR"), having a mailing address of 95 Marshall Street, P.O. Box 6890, Holliston, Massachusetts 01746-1223, and \_\_\_\_\_ (hereinafter "Potential Investor"), and all related entities, having a mailing address of \_\_\_\_\_.

The undersigned acknowledges that GVR has furnished to the undersigned Potential Investor certain property data ("Confidential Information") relating to the business affairs and operations of GVR for study and evaluation by the Potential Investor for possibly investing in GVR's property relative to a +/- 50 acres of land comprising of (2) adjoining parcels of property off Prentice and Marshall Streets for a Residential Development or any other type of development located on the property in Holliston, Massachusetts (the "Property").

It is acknowledged by the Potential Investor that the information provided by GVR is confidential. Therefore, the Potential Investor agrees not to disclose it and to not to disclose that any discussions or contacts with GVR have occurred or are intended, other than as provided for in this Agreement.

It is acknowledged by the Potential Investor that information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by the Potential Investor, except as provided in this agreement, may cause serious harm or damage to GVR, and its owners and officers.

WHEREAS, GVR agrees to provide to the Potential Investor with a prospectus of its proposed development project and conceptual plans (the "Proposed Project"), which may include preliminary purchase costs for the real estate and existing buildings, utilities and other improvements, projected build out costs for the proposed project, and projected revenues, allowed uses as of rights and by special permits, preliminary environmental reports on the real estate and buildings, historic and existing site and building plans, aerial and ground level photographs and videos, potential financing options including loans and grant programs, demographic statistics, assessors information, development potentials and other economic data relevant to the proposed project, site vicinity and geographic area that will be useful to the Potential Investor in connection with a potential Notice of Intent to Purchase, Offer to Buy, and/or Purchase and Sale of the Property located in Massachusetts, as more particularly described in the Middlesex Registry of Deeds, Book 17884, Page 525, Book 17094, Page 534 and Book 18831, Page 446.

NOW THEREFORE, in consideration of the binding mutual covenants addressed herein the Parties agree that:

1. The Potential Investor agrees that the Potential Investor will not use the information furnished for any purpose other than as stated herein, and agrees that the Potential Investor will not either directly or indirectly by agent, employee, or representative, disclose this information, either in whole or in part, to any third party; provided, however that (a) information furnished may be disclosed only to those directors, officers and employees of the Potential Investor and to the Potential Investor's advisors or their representatives who need such information for the purpose of evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by the Potential Investor of the confidential nature of such information and shall be directed by the Potential

Investor to treat such information confidentially, and (b) any disclosure of information may be made to which GVR consents in writing; and

2. The Potential Investor shall not divulge to anyone, other than authorized officers, representatives or agents of GVR and the Potential Investor, approved in advance by authorized officers, representatives and agents of GVR, potential business opportunities related to any information directly or indirectly provided to the Potential Investor by GVR; and

3. The Potential Investor may undertake further investigations and due diligence of the Property and Proposed Project, in accordance with these Agreements and Prospectus attached as Exhibit A, conditioned on the Potential Investor's agreement that neither Potential Investor shall divulge to anyone the results of such due diligence investigation, unless specifically allowed by GVR or required by applicable law otherwise. The Potential Investor shall provide to GVR copies of all such results, reports and opinions as may result from such investigation; and

4. If for any reason, the Potential Investor shall not be interested in investing, purchasing, joining, contributing, partnering, associating, or working further in the Proposed Project or acquiring any interest whatsoever in the Property with GVR for whatever reason, the Potential Investor shall return the Prospectus, including at the close of negotiations, Investor will return to GVR all records, reports, documents, and memoranda furnished and will not make or retain any copy thereof and any copies made thereof including any copies providing to any agents or representatives of the Potential Investor, together with a list including the names, addresses, telephone numbers of all those persons, agents, and/or representatives of the Potential Investor who were provided copies of any material related to the Prospectus, Proposed Project, or Property; and

5. The Potential Investor agrees as follows and acknowledges that the following Agreement is reasonably necessary for the protection of GVR and may be enforced to the extent that it is deemed reasonable and proper, by a court of competent jurisdiction, including but without limitation to awarding injunctive relief enjoining or nullifying any competitive bid, offer, acceptance, agreement to purchase or sell, contract, award, deal, proposal, or any other arrangement or agreement that competes in any manner or any way with GVR and/or its partners, agents, representatives, assigns, successors, or parties in interest, directly or indirectly with the Owner, Seller of the Property, its partners, its partners, agents, representatives, assigns, successors, or parties in interest. In addition to injunctive relief described herein, a court of competent jurisdiction shall also award payment of monetary damages to GVR for any and all potential and/or reasonably expected lost profits, business opportunities, business relationships contractual or otherwise, lost income, sales, economic benefits or gains, attorney or consultant fees, commissions, or other costs incurred or lost by GVR as result of a breach of this Confidentiality, Non-Disclosure and Non-Competition Agreement.

This Agreement may be amended or modified only by written agreement by the Parties.

IN WITNESS WHEREOF, the parties set their hands and seals on the day written above.

GREEN VIEW REALTY, LLC  
R&C REALTY TRUST  
C&R REALTY TRUST

POTENTIAL INVESTOR

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_