

CONFIDENTIALITY STATEMENT

The undersigned has been advised that LPC COMMERCIAL SERVICES, CT, LLC (LPC) has been retained on an exclusive basis by Ownership ("Owner") with respect to the offering for sale of 112 S. Water Street (112 South Water St, LLC & Ebb Tide Boat Rentals, Inc.), Greenwich, CT 06830 (the "Property"). LPC has available for review certain information ("Confidential Information") concerning the Property. On behalf of the Owner, LPC may make such Confidential Information available to the undersigned upon execution of this Confidentiality Statement. The Confidential Information is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Property. This neither is an agreement to sell the Property nor an offer of sale. No agreement binding upon the Owner of the Property, or any of its associates or affiliated entities, shall be deemed to exist, at law or equity, until the Owner of the Property enters into a formal binding agreement of sale. The Confidential Information contains brief, selected information pertaining to the Property, and has been assembled by LPC, primarily from information supplied by the Owner or the Owner's agent. It does not purport to be all-inclusive or to contain all the information, which a prospective purchaser may desire. Neither LPC nor the Owner make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or to be implied, with respect thereto. By executing this Confidentiality Statement you agree that the Confidential Information provided is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone else to disclose the Confidential Information to any person, firm or entity without prior written authorization of the Owner and LPC except that the Confidential Information may be disclosed to your partners, employees, legal counsel and lenders or pursuant to a court order, so long as each party acknowledges and agrees that they are bound by the terms of the Confidentiality Agreement; provided further that you shall be responsible for any disclosure of Confidential Information not expressly authorized herein. Owner expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice. This agreement shall expire after six (6) months from execution. If you do not wish to pursue acquisition negotiations you hereby agree to return the Confidential Information to LPC, and any and all copies thereof shared with those individuals or entities, whether in whole or in part, to whom disclosure is authorized under the terms of this paragraph.

The undersigned shall not (i) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Property with any other person or entity (including the owner, tenants, Property employees and current lender) except for Owner and LPC. The Owner shall pay all fees due LPC in connection with the sale of the Property. The undersigned hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Property and agrees that it will not look to the Owner or LPC for any fees or commissions in connection with the sale or purchase of the Property. The undersigned also hereby acknowledges that it has not dealt with any broker, other than LPC regarding the acquisition of the Property, and hereby agrees to indemnify the Owner and LPC against any compensation, liability or expense, arising from claims (including reasonable attorneys' fees) by any other broker or other party the undersigned had dealings with (excluding LPC COMMERCIAL SERVICES, CT, LLC) in connection with the sale of the Property.

Please complete and return to Thomas Ashforth via email (TAshforth@lpc.com).

Name: _____

Company: _____

Address: _____

City: _____

State: _____

Postal Code: _____

Phone: _____

Email: _____

Signature: _____

Date: _____