

CONFIDENTIALITY AGREEMENT

Portfolio Sales Offered through Runci Group

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and agreed to by the undersigned ("you") in connection with your consideration of possible purchases of certain portfolios of debt ("Portfolios") from certain sellers (individually, a "Seller") offered through Runci Group ("Advisor") now and in the future.

Advisor, as Seller's agent, is prepared to furnish you certain information regarding various Portfolios which is nonpublic, confidential, or proprietary in nature (the "Evaluation Material"). As used herein the term "Seller" also includes all affiliates of each Seller unless the context otherwise requires. In consideration of furnishing you and your principals, directors, officers and employees, attorneys, co-investors, partners, agents, financing sources and advisors (collectively, your "Representatives") with the Evaluation Material, whether before, on, or after the date of this Agreement ("Agreement"), you agree to enter into this Agreement as follows:

1. **Evaluation Material.** The Evaluation Material includes all information that Advisor will furnish or has furnished to you or your Representatives, whether in writing, electronically (including granting you access to Evaluation Material over the internet) or orally, including all projections, memoranda, notes, analyses, compilations, studies and other documents (and copies or extracts thereof) whether prepared by you or others, which contain or reflect such information.
 2. **Use of Evaluation Material.** The Evaluation Material will be used by you and your Representatives solely for the purpose of evaluating the Portfolios and will not be used by you or your Representatives for any other purpose. The Evaluation Material will be kept confidential by you except that the Evaluation Material, or portions thereof, may be disclosed to those of your Representatives who need to know such information for the purpose of evaluating the Portfolios. You hereby agree that you will require your Representatives to abide by the terms of this Agreement, having been informed of the nonpublic confidential proprietary nature of the Evaluation Material. You agree that you shall be responsible for any breach of the terms of this Agreement by any of your Representatives. For purposes hereof, Evaluation Material does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives, (b) was available to you or any Representative on a nonconfidential basis prior to its disclosure by the Seller or on its behalf, (c) becomes available to you or any Representative on a nonconfidential basis from a person who is not known by you to be otherwise bound by a confidentiality agreement with respect to the information, or is not otherwise prohibited from transmitting the information to you or (d) is independently developed by you without reference to or reliance on the Evaluation Material.
 3. **Disclosure of Evaluation Material as Required by Law.** In the event you or your Representatives are requested or required (by depositions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Evaluation Material, you agree that, if permitted by law, you will provide Seller prompt notice of such request or requirement. It is further agreed that you may disclose such information if in the reasonable opinion of counsel you are required by law to do so.
 4. **Duplication of Evaluation Material.** You will not make copies of the Evaluation Material except as necessary to assist you in your evaluation of the transaction. Upon notice from Seller, you will destroy all copies of the Evaluation Material in your possession or in the possession of your Representatives. You may retain one copy of any such Evaluation Material as required by your document-retention policies to comply with applicable laws or regulations.
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5. **No Representations or Warranties.** You understand and acknowledge that neither Advisor nor Seller or their representatives have made or make any representation or warranty, express or implied, as to the accuracy or the completeness of the Evaluation Material and that neither Advisor nor Seller or their representatives shall have any liability to you or any other person resulting from your use of the Evaluation Material. Only those representations and warranties that are made to the purchaser pursuant to a Purchase and Sale Agreement, when and if it is executed, and subject to such limitations and restrictions as may be specified in such Purchase and Sale Agreement, shall have any legal effect.
 6. **Disclosure of the Existence of Potential Transactions.** Without the prior written consent of Seller, you will not, and you will direct your Representatives not to, disclose to any person (except as otherwise permitted herein) the fact that the Evaluation Material has been made available to you, that discussions or negotiations are taking place concerning any Portfolio, the Seller or any of the terms, conditions or other facts with respect to any possible transaction, including the status thereof, unless in the reasonable opinion of your counsel you are required to make such disclosure by applicable law. The term "person" as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, partnership, firm, joint venture, association, other entity or individual.
 7. **Contacting Borrowers, Guarantors and Related Parties.** You will not make contact with any borrower or guarantor under any of the assets in the Portfolio, nor with any affiliate, accountant, attorney, employee or any other related party to any borrower or guarantor with respect to the Evaluation Material or the potential transactions contemplated hereby. Unless you have a prior existing business, collection or other relationship with any such person, you will not make reference to any account or loan contained in a Portfolio, any Evaluation Materials, or to the fact that such account or loan has been offered for sale. If a sale transaction, if any, is consummated between you and the Seller with respect to a particular asset, you may then make contact with such parties related to the assets purchased in such consummated sale.
 8. **Nonpublic Personal Information.** The parties understand and agree that Evaluation Material expressly includes nonpublic personal information ("NPI"). NPI has the meaning ascribed to Nonpublic Personal Information in Title V of the Gramm-Leach Bliley Act of 1999 or any successor federal statute and the rules and regulations thereunder, all as may be amended or supplemented from time to time (the "GLB Act"). Each party agrees to comply in all respects with the GLB Act and to protect the confidentiality of any NPI to which it is granted access. Notwithstanding any provision to the contrary, the parties agree that no NPI will be revealed to any other party for other than those legitimate purposes allowed under the GLB Act and any related federal or state laws, without the express written consent of the party providing such information at any time, now or in the future.
 9. **Term.** This Agreement is for the benefit of Seller and shall become effective immediately upon your signing it. At any time you may notify Advisor in writing that you no longer wish to receive Evaluation Materials for future sales. At such time, Advisor will not provide any further Evaluation Materials to you, however any Evaluation Materials already received by you will continue to be subject to this Agreement.
 10. **Governing Law.** This Agreement shall be governed, construed, and enforced, and all rights and obligations of the Seller and the undersigned shall be determined, in accordance with the laws of the State of Rhode Island without regard to its conflicts-of-laws principles.
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11. **Notice.** All notices under this Agreement to Advisor shall be in writing and shall be made by (i) by email; (ii) by facsimile; (iii) by personal service; (iv) by registered mail return receipt requested; (v) by Federal Express or similar established national overnight delivery service. Notice shall be addressed to Advisor at its address as set forth below:

Runci Group
Attention: Christopher Runci
5600 Post Road
Suite #114-163
East Greenwich, RI 02818
(877) 452-6466 phone
(877) 452-6466 fax

The undersigned hereby agrees to the terms and conditions set forth in the foregoing Agreement.

Name of Entity:	_____	Address:	_____
By (Sign):	_____		_____
Name (Print):	_____	Telephone:	_____
Title:	_____	Fax:	_____
Date:	_____	E-Mail:	_____

Please fax or email the executed Confidentiality Agreement to (877) 452-6466 or
info@runcigroup.com .
