

ATTACHMENT III A2

_____, 200_

Dear _____:

Shortly after your acceptance of this letter agreement, the undersigned will describe to you certain information (collectively, the “Confidential Information”) with respect to a potential real estate development project (“Project”).

We require, prior to disclosing the Confidential Information to you, that you, on behalf of yourself, individually, and on behalf of your firm and all of its affiliated entities, whether parent, subsidiary or otherwise, and all of their respective directors, officers, shareholders, partners, members, employees, agents representatives, successors, assigns and all other related or unrelated individuals and entities in any way associated with you (collectively, the “Reviewing Party”), if any, execute and deliver a copy of this letter agreement, thereby acknowledging and agreeing to the matters set forth herein. In consideration of being granted the opportunity to obtain the Confidential Information, the Reviewing Party shall agree with and for the benefit of the undersigned and our successors and assigns, as follows:

1. Reviewing Party shall keep this agreement and the Confidential Information, including photocopies thereof, electronic mail transmissions and personal recollections with respect thereto, permanently confidential and shall not, directly or through third parties, reveal, transmit, deliver or otherwise disseminate, in any manner, any of the Confidential Information to any third party, including, without limitation, acquaintances and family members of the individual members of the Reviewing Party and the shareholders, partners, members, employees, associates, agents, lawyers and/or accountants engaged by or otherwise in contact with the Reviewing Party and any governmental officials and/or agencies, without the express prior written consent of the undersigned nor shall the Reviewing Party, directly or indirectly through third parties, use or attempt to use or profit or attempt to profit, in any way, shape or form from the Confidential Information and/or from the Project, except in connection with an agreement duly accepted by the undersigned in writing upon terms and conditions yet to be determined.

2. The terms and conditions of this agreement shall remain in full force and effect notwithstanding any public disclosure and/or private disclosure of any of the Confidential Information by us or any other party to any third parties.

3. The Reviewing Party shall take any and all steps necessary to safeguard the confidentiality of the Confidential Information (e.g., storing written materials in locked file drawers, password protecting electronic transmissions and the like) and, otherwise, to remain in compliance with the terms of this Agreement.

4. Reviewing Party recognizes that a breach of the terms of this agreement by the Reviewing Party, no matter how slight and whether intentional or otherwise, shall cause substantial, immediate and irreparable harm to us.

5. Reviewing Party shall indemnify, defend and hold us harmless from and against any and all losses, liabilities, damages, costs and/or expenses (including, without limitation, attorneys' fees and costs) incurred or sustained by us, as a result of (a) a breach of any of the obligations of the Reviewing Party hereunder, and (b) a breach of such obligations hereunder by any of the Reviewing Party's shareholders, directors, officers, partners, members, employees, associates, agents, engineers, planners, lawyers or accountants, if any.

Please indicate your acceptance of the foregoing conditions by signing where indicated below and returning (by telecopy or otherwise) to the undersigned a photocopy of this letter.

Very truly yours,

By: _____

The foregoing is accepted and agreed to:

By: _____

Dated: _____, 200_

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