

DATE: _____

Re: CONFIDENTIALITY AGREEMENT for Property at 475 Kilvert Street, Warwick, RI

_____, including its affiliates, advisors, and legal counsel (the "Company"), desires to review certain information to be provided by Metro Center II ("OWNER") in connection with the Company's deciding whether to purchase (the "Purchase") the real estate located at 475 Kilvert Street, Warwick, Rhode Island (the "Property") from the OWNER. This letter agreement is being entered into between the Company and OWNER for purposes of proceeding further with the Company's evaluation of the Purchase, as follows: the Company, as a condition to being furnished with such information, agrees to treat such information and any other information, including but not limited to any information pertaining to the Property, and/or any of their parents, subsidiaries or affiliates, their Representatives (as defined below), or any other party) which is furnished to the Company by or on behalf of the OWNER, to, on or after the date of this letter (herein collectively referred to as the "Furnished Information"), together with documents or records prepared by the Company or their partners, members, directors, officers, managers, employees, agents, advisors, representatives or associates (collectively, the "Representatives"), or others which contain or reflect or are generated from the Furnished Information (collectively, the "Confidential Material"), confidentially in accordance with the provisions of this letter and shall not solicit the current tenants of the Property at any time for the purpose of renting commercial office space. The term "Confidential Material" does not include information which (i) is already in the possession of the Company prior to the delivery thereof to the Company, provided that such information is not known by the Company to be subject to another confidentiality agreement with or other obligation of secrecy to the disclosing party, or (ii) becomes generally available to the public or the industry other than as a result of disclosure pursuant to this letter.

The Company acknowledges the confidential nature of the Confidential Material and the damage that could result to OWNER if information contained therein is disclosed to any third party. The Company hereby agrees that the Confidential Material will be used solely for the purpose of evaluating the Purchase, and that such information will be kept confidential by the Company and its Representatives and will not be used for any other purpose, published or disclosed to any other party; provided, however, that any of such information may be disclosed to the Company's Representatives who need to know such information for the purpose of evaluating the Purchase (provided such Representatives shall be informed that such information is Confidential Material and shall be directed to treat such information confidentially). It is further agreed that the Company shall be responsible for any breach of this agreement by any of its Representatives.

The Company hereby acknowledges and agrees that the OWNER and its Representatives are not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Material. The Company agrees that the OWNER and its Representatives shall not have any liability to the Company or its Representatives relating to or resulting from the use of the Confidential Material or the accuracy thereof. Only representations and warranties which are contained in a final definitive agreement regarding the Purchase, when, as and if executed by the OWNER and the Company, and subject to such limitations, conditions and restrictions as may be specified therein, will have any legal effect.

In the event that the OWNER and the Company do not proceed with the Purchase within a reasonable time, or at any time upon the request of the OWNER, the Company shall promptly deliver to the OWNER all written Confidential Material and any other written material containing or reflecting any information in the Confidential Material and will not retain any copies, extracts or other reproductions in whole or in part of such written material. Further, in the event that the OWNER and the Company do not proceed with the Purchase within a reasonable time, neither the Company nor its Representatives shall, without the prior written consent of the OWNER, use any of the Confidential Material for any purpose.

The Company and the OWNER agree that, unless and until a final definitive agreement between them with respect to the Purchase has been executed and delivered, neither the Company nor the OWNER, nor any of their affiliates, will be under any legal obligation of any kind whatsoever with respect to the Purchase by virtue of this or any written or oral expression with respect to the Purchase by either party or their respective Representatives, except, in the case of this letter, for the matters specifically agreed to herein.

No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The Company acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this letter agreement by the Company, and that the OWNER shall be entitled to specific performance and injunctive or other equitable relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies but shall be in addition to all other remedies available at law or in equity.

The Company acknowledges and agrees that the OWNER may engage in discussions and enter into agreements with respect to a purchase of the Property with entities other than the Company.

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ACKNOWLEDGE AND RETURN THE FOLLOWING TO:

Via email: Matt Fair (mfair@hayessherry.com)

Upon receipt of this executed agreement, release aforementioned information pertaining to the Property **475 Kilvert Street, Warwick, RI** in accordance with the terms contained herein, accepted and acknowledged.

Forward to the following address:

Email address

USPS mailing address

Agreed to and accepted this ____ day of _____, 2017.

"COMPANY"

Address: _____

City, State, Zip: _____

By: _____

Name:

Title: