

CONFIDENTIALITY AGREEMENT

CBRE, Inc. ("Agent") has been authorized by the Seller to represent the offering of its interest in the following property: **1471 & 1485 Elmwood Avenue, Cranston, RI** ("Property"). Recipient hereby acknowledges and agrees that certain confidential information which has been or may be disclosed in the future is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Property listed above.

Neither Seller nor CBRE, Inc., nor any of their officers, employees, or their affiliate CBRE, Inc. make any representation or warranty, expressed or implied, as to the accuracy or completeness of this confidential information and no legal liability is assumed or shall be implied with respect thereto. Information provided has been or will be gathered from sources that are deemed to be reliable but neither Seller nor CBRE Inc, warrants or represents that the information is true or correct. Recipient is advised to verify information independently. Seller or CBRE, Inc reserves the right to change the price, or any information provided or to withdraw the Property from the market at any time without notice.

Recipient agrees that the information provided is confidential, that you will hold and treat it in the strictest of confidence, that you will not directly or indirectly disclose or permit anyone else to disclose this information, **including, without limitation, any environmental reports and related documents and correspondence**, to any other firm or entity without prior written authorization of Seller and that you will not use or permit this information **to be used**, in any fashion or manner detrimental to the interest of Seller or CBRE Inc. Photocopying or other duplication is strictly prohibited.

While Seller and/or may discuss the purchase and sale of the Property with Recipient, Seller, in its sole and absolute discretion, may itself or through CBRE, Inc, terminate discussions at any time and for any reason. Recipient acknowledges Seller has no obligation to discuss or agree to the sale of the Property. The discussions may be lengthy and complex, notwithstanding that we may reach one or more oral understandings or agreements on one or more issues we are discussing, neither of us shall be bound by any oral agreement of any kind and no rights, claims, obligations or liabilities of any kind, either express or implied, shall arise or exist in favor of or be binding upon either Seller or CBRE, Inc except to the extent expressly set out in a definitive written agreement signed by Seller and binding by its terms upon the Seller.

Recipient is advised that CBRE, Inc is acting on behalf of Seller as Exclusive Agent in connection with the investment in this Property. Should the Recipient elect to have representation by a Co-broker, Recipient hereby agrees that any fees earned by or owed to Co-broker in connection with this transaction will be paid by the undersigned Recipient unless Owner otherwise agrees to pay a Co-broker commission that is explicitly set forth in the Offer to Purchase with Recipient executed and delivered by Owner and the Purchase and Sale Agreement with Recipient executed and delivered by the Seller and the conveyance of the Property pursuant to the terms of such Purchase and Sale Agreement closes unconditionally. Recipient and Co-broker agree to indemnify and hold harmless CBRE, Inc, Seller, their respective affiliates, agents, successors and assigns, employees, officers and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by Co-broker, finder or similar agent for commissions, fees or other compensation (except for those commission arrangements explicitly accepted by Owner on the terms and conditions in the immediately preceding sentence) for bringing about any investment in this Property by Recipient.

If you do not wish to pursue negotiations leading to this acquisition, or if in the future you discontinue such negotiations, you agree to return all confidential information to Seller or CBRE, Inc. **Please execute below and email patrick.joyce@cbre.com at your earliest convenience.**

THIS CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS REPRESENTATION OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF THE PREPARATION OF THIS MEMORANDUM.

AGREED AND ACCEPTED, this _____ day of _____ 2023

Company (Print Clearly)

Address

By

Email Address (Required)

Telephone & Fax #'s