

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

In connection with the Recipient's review of the assets of PAC Properties, LLC, et. al in the matter captioned as *Paul Calenda v. PAC Properties, LLC; South Side Investments, Inc.; CPC, LLC; 302 Webster Avenue and Located at Plat 7, Lot 353; 129 Eastwood Avenue and Located at Plat 107, Lot 264; 459 Potters Avenue and Located at Plat 49, Lot 129, C.A. No. PC-2017-2892* (collectively "PAC Properties"), which Recipient is conducting to evaluate a possible acquisition of the assets of PAC Properties, Recipient has requested that John A. Dorsey, Esq., as Receiver for PAC Properties (the "Receiver") provide it with certain information and documentation related to possibly include, financial reports and statements, information relating to reports, historical data, marketing processes, and other information about PAC Properties, its business and trade secrets not generally available to the public (all of the foregoing, and all notes, compilations, abstracts, analyses, studies and other materials created by any person therefrom, shall be hereinafter referred to as "Confidential Information"). Confidential Information shall not include any part of disclosures or information: (i) that can be demonstrated to have been in the public domain prior to the date hereof; (ii) that can be demonstrated to have been in Recipient's possession prior to the date hereof without any obligation to keep such information confidential; (iii) that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission on Recipient's part; or (iv) that is supplied to Recipient by a third party who, after Recipient's reasonable inquiry, has no known obligation to keep such information confidential.

To induce the Receiver to provide Recipient with Confidential Information, Recipient hereby covenants and agrees with the Receiver as follows:

1. That without the prior written consent of the Receiver, Recipient will not disclose or disseminate (i) any Confidential Information, whether oral or written, or (ii) the terms of this Agreement, to any person or entity other than those of Recipient's employees, officers, directors, accountants, financial advisors, attorneys and any other agents who have a need to know such information for purposes of evaluating PAC Properties for acquisition;
2. That neither Recipient nor any of its employees, officers, directors, agents or any other persons or entities who may obtain access to the Confidential Information through Recipient (hereinafter, "Agents") will at any time use any Confidential Information for any purpose other than for purposes of evaluating an acquisition of PAC Properties, nor in any manner which is likely to undermine the anticipated sale of PAC Properties and/or its assets;
3. That the Confidential Information is the property of the Receiver, is confidential and proprietary, and is material to the business interests and affairs of PAC Properties, and that disclosure thereof would be detrimental to such business interests and affairs. Accordingly, Recipient agrees to undertake all reasonably necessary and appropriate measures to ensure the secrecy and confidentiality of the Confidential Information. In the event Recipient terminates its evaluation of possible acquisition of the assets of PAC Properties, Recipient will continue to maintain the confidentiality of all written information, documentation, summaries and all copies thereof and will not disclose the same except as agreed in writing with PAC Properties or the Receiver or upon court order;

4. That Recipient will take all necessary steps to minimize the risk of disclosure of the Confidential Information by, among other things, ensuring that:
- a. Only Agents whose duties require them to process the Confidential Information will have access thereto, and they will be instructed and required to treat the Confidential Information as confidential;
 - b. Proper and secure storage is provided for all Confidential Information;
 - c. Neither Recipient nor any Agent will make, permit or cause to be made unnecessary copies of the Confidential Information; and
 - d. Notification is given to any recipients to whom Recipient provides the Confidential Information in accordance with this Agreement and the terms and conditions of this Agreement.

5. That in the event Recipient or any Agent becomes legally compelled to disclose any Confidential Information, prior to doing so, Recipient will provide to the Receiver prompt written notice so as to enable the Receiver to obtain a protective order or other appropriate remedy, or to permit the Receiver to waive compliance with this Agreement. In the event that a protective order or other remedy is not obtained or compliance herewith is waived, Recipient agrees to furnish only that portion of the Confidential Information which is legally required to be disclosed and Recipient agrees to exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

Recipient acknowledges and agrees that PAC Properties and/or the Receiver will be damaged by a violation of this Agreement by Recipient or any Agent. In the event Recipient or any Agent breaches any agreement or covenant contained herein, or in the event that such a breach appears imminent, PAC Properties and/or the Receiver shall be entitled to all legal and equitable remedies available including, without limitation, the right to enjoin Recipient from misappropriating or disclosing such information and documentation and any or all other forms of relief and, in addition, shall have the right to recover from Recipient all costs and attorneys' fees encountered in seeking any such remedy. Recipient agrees that the Rhode Island Providence County Superior Court shall have jurisdiction to enforce this Agreement and to interpret and arbitrate any issues or matters arising under or relating to this Agreement, that Rhode Island law shall apply, and that Recipient consents to the jurisdiction of said Court for the foregoing purposes.

Recipient may not assign this Agreement or any rights hereunder, whether in whole or in part.

In the event any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, the rest and remainder hereof shall remain in full force and effect.

No modification or waiver of any rights or remedies of PAC Properties or the Receiver shall be binding unless in writing executed by the Receiver. No action or inaction by the Receiver shall constitute or be deemed a waiver of any such rights or remedies.

Unless otherwise specifically set forth herein, Recipient agrees that its obligations hereunder shall continue for a period of one (1) year from the date of termination of negotiations between Recipient and the Receiver.

This Agreement may be assigned by the Receiver to any other purchaser or purchasers of all or any portion of PAC Properties' assets in the Receiver's sole discretion.

Kindly indicate Recipient's acceptance and agreement to the terms of this letter by signing where indicated below.

Very truly,



John A. Dorsey, Esq.,
In his capacity as Receiver for PAC
Properties, LLC, et. al