

CBRE, INC.
CONFIDENTIALITY AGREEMENT

65 South Horton Street, Seattle, WA 98134

For the purposes of evaluating the offering of **65 South Horton Street, Seattle, WA 98134** ("Property"), the undersigned, its officers, directors, partners, employees, representatives, agents and affiliates (the "Undersigned") request that CBRE ("Broker") provide the Undersigned with confidential information relating to the Property.

Broker has available for review certain information ("Confidential Information") concerning the Property. On behalf of the Owner, Broker may make such Confidential Information available to the undersigned upon execution of this Confidentiality Agreement. The Confidential Information is intended solely for the Undersigned's limited use in considering whether to pursue negotiations to acquire the Property. This is not an agreement to sell the Property, nor an offer of sale. No agreement binding upon the Owner, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner enters into a formal binding agreement of sale.

In consideration of Owner or Broker's agreement to provide the Undersigned with such information, the Undersigned agrees as follows:

1. To treat in strict confidence, any information that Owner or Broker furnishes to the Undersigned, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection, and regardless of whether specifically identified as confidential (collectively, the "Confidential Information").
2. Not to use any of the Confidential Information for any purpose other than the exclusive purpose of evaluating the possibility of a purchase and sale transaction relating to the Property. The Undersigned agrees that the Confidential Information will not be used in any way detrimental to the Property, the Owner or Broker, and that such information will be kept in strict confidence by the Undersigned, and shall inform all with whom it interacts relating to the Property of the confidential nature of such information and direct them to treat such information confidentially.
3. By accepting this material, the Undersigned will not photocopy or duplicate it. The Undersigned agrees to not disclose the offering memorandum or any related material to any entity for its determination of whether or not to make a purchase proposal, except that the information may be disclosed to partners, employees, directors, officers, legal counsel, consultants, professional advisors, investors and lenders of the Undersigned. Any disclosure, except as authorized herein, without the prior written authorization of Broker, shall be deemed a breach of this Agreement.
4. The Undersigned acknowledges that it is acting as a principal and warrants to Owner and Broker that it has not dealt with any other broker, finder, or agent in connection with any possible sale or other transaction concerning the Property and that no broker represents or will represent the Undersigned in connection with any possible sale or transaction concerning the Property. The Undersigned agrees to indemnify and hold harmless the Owner and Broker and their successors and assigns from and against any and all claims, demands, losses, liabilities, suits, costs or expense due to or arising out from any claims of any broker, finder or similar agent for commissions, fees, or other compensation in connection with any possible sale or other transaction concerning the Property based on actual or alleged dealings with the Undersigned.
5. At any time, at the written request of Owner or Broker, the Undersigned agrees to promptly return all Confidential Information without duplicating or retaining any copy thereof.
6. In the event the Undersigned is required or requested by legal process to disclose any of the Confidential Information, the Undersigned will provide Owner and Broker with prompt notice of such requirement or request so that Owner or Broker may seek an appropriate protective order and/or waive compliance with the provision of this requirement.
7. The Undersigned acknowledges and understands that some of the Confidential Information has been prepared by parties other than Owner or Broker and that Owner and Broker make no representations or warranties whatsoever, express or implied, with respect to the content, completeness or accuracy of the Confidential Information. Owner and Broker have not made any independent investigation or verification of any such information and make no representations or warranties as to the completeness or accuracy of such information. The Undersigned hereby releases the Owner and Broker and their respective agents, officers, directors, attorneys, employees, contractors and representatives, from all claims, causes of action, losses, damages, liabilities, judgments, costs and expenses (including, without limitation, attorney's fees, whether suit is instituted or not) asserted against or incurred by the Undersigned by reason of the Confidential Information.

- 8. That Owner and Broker expressly reserves the right, at its sole discretion, to reject any and all expressions of interest or offers to purchase the Property and/or to terminate discussions with any entity at any time with or without notice. Owner has no legal commitment or obligation to any entity reviewing the Confidential Information or making any offer to purchase unless and until a written purchase and sale agreement has been executed and all obligations thereunder satisfied or waived.
- 9. This Agreement shall remain in effect until one (1) year after the date the Undersigned has accepted the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and any action related to this Agreement shall lie within the exclusive jurisdiction of the State and Federal courts located Washington.
- 10. By execution of this Agreement, the Undersigned hereby agrees to indemnify, defend (through attorneys reasonably acceptable to Owner and Broker and its successors and assigns), and hold Owner and Broker and all officers, directors, employees, and agents of Owner and Broker harmless from, and against any and all claims, causes of action, damages, losses, costs (including reasonable and necessary attorney's fees), and liabilities of any nature, which may at any time be asserted against, or suffered by, Owner or Broker, directly or indirectly, relating to, or arising out of, a breach of this agreement by the Undersigned.

If the Undersigned is in agreement with the foregoing, please return a signed copy of this Agreement to:

CBRE
 Attention: Leslie Hummel
 leslie.hummel@cbre.com

REGISTERED POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2024

(SIGNATURE)

BY:

TITLE:

COMPANY:

ADDRESS:

TELEPHONE NO.:

EMAIL:
