

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**RE: MIDWAY LOGISTICS CENTER
3010 HARRISON AVE
CENTRALIA, WA**

PLEASE RETURN:

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leslie.hummel@cbre.com

brett.hartzell@cbre.com

In connection with our request for information with respect to the Property for our possible purchase from its owner ("Owner"), you have agreed to furnish to us certain materials and information concerning the Property. In contemplation of the receipt of such materials and information, the undersigned hereby affirms that [he/she] is duly authorized and affirms the agreement of the undersigned to abide by the terms of this Confidentiality and Non-Disclosure Agreement ("Agreement").

As used herein, we acknowledge that the term "Confidential Information" shall mean (i) all information and documents in any way relating to the Property, the operation thereof or the sale thereof, furnished to, or otherwise made available for review by us and our affiliates' consultants, agents, representatives, attorneys, affiliates and employees (individually "Representative," collectively "Representatives") who need to know the Information and who are informed by us of the confidential nature of the Information; and (ii) all analyses, compilations, data, studies, reports or other information or documents prepared or obtained by us or our Representatives containing or based in whole or in part, on the information or documents described in the preceding clause (i), or otherwise reflecting our review or investigation of the Property. Notwithstanding anything herein to the contrary, Confidential Information shall not include (a) information or materials that are already in our (or our Representatives') possession prior to the date of this Agreement, (b) information or materials that are or become generally available to the public other than a result of a disclosure by us or our Representatives in violation of this Agreement, (c) information or materials that become available to us on a non-confidential basis from a source other than Owner or CBRE, provided such source is not actually known by us or such Representative to be bound by any obligation of confidentiality to Owner, or (d) information or materials that are or were independently developed by us or our Representatives without reliance on or reference to the Confidential Information provided pursuant to this Agreement. For the avoidance of doubt, unless expressly approved by Owner in writing, Representatives shall not include financing or capital sources of any kind, whether debt, equity or otherwise. We shall not discuss or reveal our pricing for the Properties (or any of them) with any party other than CBRE, Owner or our Representatives, and Confidential Information shall include such pricing, as well as the fact that we and Owner are considering a transaction with respect to the Properties, and any discussion, negotiations and investigations regarding the terms, conditions or other facts with respect to such transaction.

We hereby agree that all Confidential Information shall be kept strictly confidential and shall not, without your prior written consent, be disclosed by us, except to our Representatives, or by our Representatives for any purpose other than evaluating the possible purchase of the Property. Moreover, we agree that the Confidential Information will be transmitted only to our Representatives who need to know the Confidential Information for the purpose of evaluating the Property, and who are informed by us of the confidential nature of the Confidential Information and of the terms of this Agreement, and are directed to keep such Confidential Information confidential in accordance with the terms of this Agreement. We agree that we shall be responsible for any breach or violation of the terms of this Agreement by our Representatives.

Except as otherwise expressly permitted in this Agreement, our agreement to keep all Confidential Information in the strictest of confidence includes, but is not limited to: (x) an obligation by us and our Representatives not to reveal, report, publish, disclose or transfer any such Confidential Information or information regarding the potential sale of the Property, and (y) an obligation not to confirm or deny any

reports or comments conveyed to us by others with respect to the Property or the businesses currently conducted at the Property. Notwithstanding the foregoing, we shall have the right to disclose portions of the Confidential Information to the extent required to comply with any laws or court order or proceedings, provided, however, that we notify you in advance of such required disclosure so as to enable Owner, at its sole expense, to take action to seek a protective order or other appropriate remedy to ensure confidential treatment of the Confidential Information. We further agree to furnish only that portion of the Confidential Information as is legally required, and agree to cooperate with Owner on a reasonable basis and at no out-of-pocket expense to us, in Owner's efforts to obtain a protective order.

Our failure to comply, no matter how slight, with the terms and provisions of this Agreement prior to entering in to a contract for disposition of the Property entitles the Owner to terminate any dealings or negotiations with us in connection with the Property, in addition to any and all other rights and remedies allowable by law in respect of such failure to comply including injunctive relief in favor of Owner for any breach of the provisions of this Agreement and to seeking specific enforcement of the terms of this Agreement, without proof of actual damages. Upon your request, we agree to destroy or return the Confidential Information to you, without retaining any copies, computer files, notes, or extracts thereof; provided, however we and our Representatives may retain one copy of such Confidential Information as required by law, regulation, professional standard or commercially reasonable internal document retention policy or electronic data backup procedures; provided, further, that any such retained Confidential Information shall continue to be held pursuant to the terms of this Agreement notwithstanding any earlier termination or expiration of this Agreement.

The information to be provided to us has been prepared solely for informational purposes. It is designed to assist a potential investor in determining whether it wishes to proceed with an in-depth investigation of the Property. The information may include an Argus analysis and no obligation by the Owner or of the Owner shall arise by virtue of our receiving the analysis, including any obligation to inform us of any changes to the information contained therein. We acknowledge and agree that: (A) no representations or warranties are being made as to the completeness or accuracy of any information; and (B) any and all representations and warranties shall be made solely in a fully executed and delivered purchase agreement signed by all parties thereto and shall be subject to the provisions thereof. In no event shall Owner be liable for any consequential, indirect, punitive or special damages as a result of this, or pursuant to, this Agreement.

The undersigned acknowledges and agrees that Owner shall in no way be deemed to have agreed to sell the Property or any interest therein or to have made any other agreement or promise except as may be set forth in such fully executed and delivered purchase agreement providing therefor on terms acceptable to it. Consequently, the undersigned understands any other opportunities it may forego and any expenses it may incur on account of the Property will be foregone and incurred at its own risk. Neither we nor Owner shall have any obligation to continue to participate in the proposed sale process, negotiations or any other activities, or to consummate the transaction that is the subject of this Agreement, except pursuant to a definitive agreement executed by both us and Owner. To the extent of any conflict between the terms and conditions of this Agreement and those of a final, definitive agreement between us and Owner, the terms and conditions of such final, definitive agreement shall control in all respects. The undersigned represents and warrants that it is acting as a principal in the contemplated transaction and shall not seek a real estate commission from either Owner, Owner's related parties or Owner's agent, CBRE.

We are advised that CBRE, Inc. is acting on behalf of Owner as exclusive agent in connection with the investment in this Property. Should we elect to have representation by a co-broker, we hereby agree that any fees earned by or owed to co-broker in connection with this transaction will be paid by us.

Our willingness to sign this Agreement does not constitute, nor shall it be deemed to constitute, any obligation to enter into negotiations with Owner with respect to the sale of the Property. Neither we nor Owner is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. This Agreement shall be governed and construed

in accordance with the laws of the State in which the properties reside. The terms of this Agreement shall expire two years from the date hereof.

We will send you the website and password to download the Offering Memorandum via email.

ACCEPTED:

Company:

Address:

By:

Print Name:

Phone:

Date:

Fax:

Email:
