



## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ ("**Recipient**"), in favor of Anapuni Owner LLC, whose principal place of business and post office address is 1288 Ala Moana Blvd., Suite 208, Honolulu, HI 96814 the owner of the Asset (defined below) ("**Owner**"), with respect to the fee simple interest in the property commonly known as 1818 Anapuni Street containing approximately 16,207 square feet of land, together with 15,480 square feet of building space and all improvements thereon, located at 1812 Anapuni Street, Honolulu, HI 96822, TMK Number(s) (1) 2-4-23-47 ("**Asset**").

### 1. **Background.**

Owner and/or Owner's broker, Colliers International ("**Colliers**") may be providing and/or making available to Recipient Confidential Information relating to the Asset. The Confidential Information may be presented to Recipient in various forms including, but not limited to, oral information, photocopies of documents, digital information on CD-ROM, digital information sent via electronic mail, and/or digital information accessible via the Internet. The term "**Confidential Information**" includes (i) all written information furnished by Owner, Colliers, or any of their Representatives to Recipient in connection with the Purpose, whether furnished before or after the date hereof, and oral information provided by Owner, Colliers, or any of their Representatives which Owner contemporaneously identifies or subsequently identifies in writing within a reasonable period after disclosure, as being confidential, (ii) all analyses, compilations, forecasts, studies, interpretations or other documents prepared by Recipient or its Representatives in connection with the Purpose to the extent the same reflect or are based upon, in whole or part, the information furnished to Recipient or its Representatives pursuant to (i) above, and (iii) the existence of this Agreement or opportunity related to the Purpose, or the fact that Owner has made the Confidential Information available to Recipient. The term "Confidential Information" does not include any information which (i) at the time of disclosure or thereafter is generally available to or known by the public (other than as a result of its disclosure by Recipient or its Representatives in breach of this Agreement), (ii) was in Recipient's or its Representatives' possession prior to disclosure by Owner hereunder as evidenced by Recipient's or their respective written records, and was not acquired by Recipient or its Representatives under a known (after due inquiry) obligation of confidence to Owner, (iii) is or becomes available to Recipient from a Person who is not known by Recipient after due inquiry to be bound by a confidentiality agreement with Owner, or (iv) has been or is subsequently independently conceived by Recipient or any of its Representatives without use of or reference to Confidential Information as evidenced by Recipient's or their respective written records.

### 2. **Confidentiality.**

Recipient, including, but not limited to its directors, advisors (disclosed to Owner in advance), officers, employees, managers, members and/or shareholders (collectively, the "**Representatives**"), agrees that it will keep all Confidential Information, including any information derived from the Confidential Information, regardless of whether the Confidential Information is marked or specifically identified as "confidential" or "proprietary", confidential. The Representatives will be strictly limited to those who need to know the Confidential Information in connection with the Purpose, who have been informed of the confidential nature of the Confidential Information and who are contractually obligated to maintain the same in confidence.

Recipient further agrees, prior to disclosing the Confidential Information to any Representatives, that it will inform such consultant that they are required to observe and maintain the confidentiality of the Confidential Information and the provisions of this Agreement. Recipient is authorized to share such Confidential Information with investors only after such investors have been disclosed to Owner and have also signed a Confidentiality Agreement with similarly content that the expressed in this Confidentiality Agreement. Recipient shall be responsible for any breach of this Agreement by any of its Representatives. Recipient agrees that Recipient and its Representatives must utilize at least the same degree of care to avoid disclosure in breach of this Agreement or unauthorized use of the Confidential Information as Recipient and its Representatives utilize to protect Recipient's and their own similar confidential information. Recipient agrees that Recipient and its Representatives will not reproduce Confidential Information except to accomplish the purpose of this Agreement.

**3. Limitation on Use of Information.**

All Confidential Information furnished to Recipient by Owner will be used solely by Recipient for the purpose of evaluating the feasibility of purchasing the Asset (the “**Purpose**”), and Recipient agrees not to use the Information, including any information derived from the Information, for any other purpose.

**4. Limitation on Disclosure of Confidential Information.**

Recipient will not disclose to anyone, with exception to its Representatives, the existence of or any other aspect of the Confidential Information or any information derived from the Confidential Information. Recipient, in exchange for receipt of the Confidential Information and the opportunity relating to the Purpose, shall not advise any person or venture regarding the Asset or any use or development thereof, shall not circumvent Owner with respect to the Asset, and shall not compete with Owner for the subject matter, unless and until Owner delivers to Recipient its written consent to proceed without Owner prior to such activities. Recipient acknowledges and agrees that Owner’s consent may be withheld in its sole and absolute discretion. Without the prior written consent of Owner, Recipient agrees that neither Recipient nor its affiliates or Representatives shall disclose any intention, plan, or arrangement regarding the Property or the Purpose, or advise, assist, represent or encourage any other persons in connection with the Property and any use or development thereof.

**5. Prohibition Against Copying and Return of Materials.**

No copies of the Information shall be made or disclosed to anyone whatsoever without the prior written consent of Owner. Upon the completion of the above-described evaluation, or upon request by Owner, Recipient shall return to Owner all Information in the form that was provided to Recipient and any and all duplications thereof.

**6. Damages.**

Recipient acknowledges and agrees that Owner has a substantial, material and proprietary interest in the Confidential Information and that if the Confidential Information or any other information protected under this Agreement is disclosed by Recipient in any respect whatsoever without Owner’s prior written consent, Owner may suffer immediate and irreparable harm and may be substantially and materially damaged.

**7. Remedies.**

Given the nature of the Confidential Information, Owner may be irreparably damaged by any unauthorized disclosure or use of any Confidential Information or by any breach of this Agreement by Recipient or its Representatives. Without prejudice to the rights and remedies otherwise available to Owner, Recipient, therefore, agrees that Owner shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including an injunction or specific performance, in the event of any breach or threatened breach of the provisions of this Agreement by Recipient or its Representatives. Such remedies shall not be deemed to be exclusive remedies but shall be in addition to all other remedies available at law or equity to Owner. In the event of litigation relating to this Agreement, the non-prevailing party shall be liable and pay to the prevailing party the reasonable costs and expenses (including attorney’s fees) incurred by the prevailing party in connection with such litigation, including any appeal therefrom. Should Recipient be aware of any breach or potential breach of this Agreement by any of its Representatives, Recipient will promptly notify Owner in writing of it and cooperate with Owner in any action reasonably requested by Owner to deal with the breach or potential breach.

**8. Agency.**

Owner is represented by Colliers, a licensed real estate broker in the State of Hawaii. The brokerage agreement between Owner and Colliers provides for a one percent (1.0%) commission to any properly licensed broker representing the Buyer of the Asset. If a properly licensed real estate broker represents Recipient, Recipient must provide the information below simultaneously with the execution of this Agreement. If Recipient’s broker is not listed below at the time of Recipient’s execution hereof, neither Owner nor Colliers shall be obligated to compensate any alleged brokerage representative of Recipient making claims to commissions at a subsequent date and Recipient shall indemnify, defend and hold Owner and Colliers harmless from any brokerage commission claims. If a properly licensed real estate agent represents itself as Recipient or if a real estate agent is a principal or owner of Recipient, neither Owner nor Colliers shall be obligated to compensate Recipient. No commission will be accrued or paid unless the sale is closed and proceeds distributed to Owner.

**Recipient's Broker:** Company: \_\_\_\_\_  
 Agent: \_\_\_\_\_  
 (if not represented License No.: \_\_\_\_\_  
 please write "NONE") Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State & Zip: \_\_\_\_\_  
 Telephone: (     )                      Fax: (     ) \_\_\_\_\_  
 Email: \_\_\_\_\_

**9. No Reliance.**

Recipient understands that the Confidential Information does not purport to be all inclusive and that no representation or warranty, either express or implied, is made as to the accuracy, reliability or completeness of any of the Confidential Information. Accordingly, Recipient agrees that Owner shall have no liability to Recipient or any other person resulting from the use of, or reliance upon, Confidential Information by Recipient or its Representatives.

**10. No Partnership.**

The exchange of Confidential Information between the parties is not and does not create a partnership, joint venture, or other form of legal entity or business enterprise. Any business relationship between the parties will be governed by a separate agreement.

**11. Ownership Rights.**

As between Recipient and Owner, the Confidential Information remains the property of Owner. No rights, licenses, trademarks, inventions, copyrights, patents, intellectual property rights or other property rights are implied or granted under this Agreement, except to use the Confidential Information as provided in this Agreement. Owner may elect at any time to terminate further access by Recipient or its Representatives to the Confidential Information. Following any request by Owner, Recipient agrees to promptly redeliver to Owner or destroy all written Confidential Information in Recipient's possession or its Representatives' possession, and any such destruction shall, upon request of Owner, be confirmed by Recipient (in Recipient's name and for and on behalf of its Representatives) to Owner in writing. Notwithstanding the foregoing, subject to the terms of this Agreement, Recipient and its Representatives may retain one archival copy of the Confidential Information for Recipient's files, together with such communications and other records relating to Owner as Recipient or its Representatives are required to retain for legal and compliance purposes.

**12. No Waiver.**

No waiver by Owner of any breach hereunder shall be deemed a waiver of any other or subsequent breach. The failure or refusal of Owner to insist upon strict performance of any provision of this Agreement or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failures or refusals be deemed a custom or practice contrary to such provision or right.

**13. Survival.**

The Recipient's confidentiality and nondisclosure obligations set forth in this Agreement shall survive any return of the Confidential Information and/or any expiration or termination of this Agreement, for so long as the Confidential Information remains confidential to Owner.

**14. No Oral Modifications.**

This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and consented to by Owner and Recipient.

**15. Successors and Assigns.**

This Agreement shall inure to the benefit of Owner and to its successors and assigns and be binding upon Recipient and its legal representatives, successors and assigns.

**16. No Third Party Beneficiaries.**

This Agreement is not intended to confer any benefits upon any persons, firms, corporations or other entities except Owner and Recipient and their respective directors, officers, employees, managers, members and/or shareholders.

**17. Severability.**

In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law, and such invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

**18. Choice of Law.**

This Agreement shall be construed, governed and enforced in accordance with the laws of the State of Hawaii without giving effect to principles of conflict of laws.

**19. No Other Agreement.**

Recipient acknowledges that this Agreement is solely for the purpose of establishing the confidentiality of the Confidential Information and does not grant Recipient any exclusive or other rights in connection with the purchase of Owner’s Asset.

IN WITNESS WHEREOF, Recipient has executed this Agreement as of the day and year first hereinabove set forth.

**“Recipient”**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Organization

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Direct Phone

\_\_\_\_\_  
Mobile Phone

\_\_\_\_\_  
Facsimile

\_\_\_\_\_  
Company/Organization Website

Additional Partner(s)/Broker(s) requesting to review due diligence documents:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Company/Organization

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Company/Organization

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
E-Mail

*Please return signed Confidentiality Agreement (preferably via email in PDF format) to:*

COLLIERS INTERNATIONAL

Attn: Mark D. Bratton\* (R) CCIM  
Direct: 808-523-9708  
Fax: 808-521-0977  
Email: [mark.bratton@colliers.com](mailto:mark.bratton@colliers.com)

220 S. King Street, Suite 1800  
Honolulu, HI 96813

\* Bratton Realty Advisers, Ltd., exclusively contracted to Colliers International HI, LLC