

THIRD PARTY CONFIDENTIALITY AGREEMENT

This Third Party Confidentiality Agreement (this "Agreement") is made and entered into as of _____, 2015 by _____ ("Receiving Party"), for the benefit of **HOYT STREET PROPERTIES LLC**, a Washington limited liability company and **CBRE, INC** ("CBRE, INC") and being herein referred to, collectively, or regarding any one or more of them as the context may indicate, as the "Disclosing Party").

WHEREAS, Receiving Party has expressed an interest in purchasing the property identified as the _____ (the "Asset"), pursuant thereto, Receiving Party has requested various written materials containing confidential and proprietary information concerning the Asset (collectively, the "Confidential Materials"); and

WHEREAS, the Disclosing Party is willing to furnish the Confidential Materials to Receiving Party, subject to the terms and conditions set forth herein.

NOW, therefore, in consideration of the privileges granted to Receiving Party with respect to receiving the Confidential Materials and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Receiving Party hereby agrees as follows:

1. The Confidential Materials shall be kept confidential and shall be used by Receiving Party solely for the purpose of evaluating whether or not to purchase any or all of the Asset. Receiving Party may disclose the Confidential Materials to its directors, officers, attorneys, employees, and partners, (collectively, "Representatives") on a "need to know" basis only. Before disclosing any Confidential Material to its Representatives, however, Receiving Party will inform them of the confidential nature of the Confidential Materials and obtain their agreement to be bound by this Agreement and to not disclose such information to any other person. Receiving Party agrees to be responsible for any breach of this Agreement by the Representatives.

2. The term "Confidential Materials" does not include any information that (a) at the time of the disclosure or thereafter is generally available to the general public (other than as a result of a disclosure directly or indirectly by Receiving Party or its Representatives); (b) was available to Receiving Party on a non-confidential basis from a source other than Disclosing Party, or any of them or any of their affiliates, or advisors, provided that such source is not and was not bound by a confidentiality obligation; (c) has been independently acquired or developed by Receiving Party without violating any of Receiving Party's obligations under this Agreement; or (d) must be released pursuant to applicable law or a judicial or administrative order. Neither Receiving Party nor its Representatives will make any reproduction of the Confidential Material and, upon request by any Disclosing Party, Receiving Party shall promptly return to such Disclosing Party, or destroy, the Confidential Materials in Receiving Party's possession or in the possession of Receiving Party's Representatives or other parties to whom such Confidential Information was delivered.

3. In the event that Receiving Party or its Representatives or other permitted party to whom the information is disclosed by Receiving Party is required by law, regulation or legal process to disclose any Confidential Materials, then Receiving Party, to the extent permitted under applicable law, shall promptly notify the Disclosing Party to permit the Disclosing Party, or any of them, to seek a protective order or to take other appropriate action. Receiving Party also shall cooperate (at the sole expense of the Disclosing Party) in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Materials. If, in the absence of a protective order, Receiving Party or a Representative or other party receiving the Confidential Materials from Receiving Party is compelled to disclose the Confidential Materials, then Receiving Party or its Representative may disclose to the party compelling disclosure only the part of the Confidential Materials to be disclosed (in which case, prior to such disclosure, Receiving Party shall advise and consult with the Disclosing Party and their respective counsels as to such disclosure and the nature and wording of such disclosure, all at the sole expense of the Disclosing Party) and the Receiving Party shall use commercially reasonable efforts to obtain confidential treatment with respect thereto, at the Disclosing Party's sole cost and expense.

4. RECEIVING PARTY UNDERSTANDS AND ACKNOWLEDGES THAT THE DISCLOSING PARTY IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL MATERIALS OR AS TO THE ASSETS, AND NEITHER THE DISCLOSING PARTY NOR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, STOCKHOLDERS, OWNERS, AFFILIATES, SUBSIDIARIES, PARENTS, ATTORNEYS OR AGENTS WILL HAVE ANY LIABILITY TO RECEIVING PARTY, ANY REPRESENTATIVE OF RECEIVING PARTY, OR ANY OTHER PERSON RESULTING FROM RECEIVING PARTY'S USE OF THE CONFIDENTIAL MATERIALS. RECEIVING PARTY WILL HAVE AN OPPORTUNITY TO PERFORM ITS OWN EXAMINATION AND INSPECTION OF THE ASSETS AND INFORMATION RELATING TO SAME AND WILL RELY SOLELY UPON ITS OWN INDEPENDENT EXAMINATION AND INVESTIGATION AND NOT ON ANY INFORMATION PROVIDED BY THE DISCLOSING PARTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD THAT, WITH RESPECT TO ANY ENVIRONMENTAL REPORTS, ANY STRUCTURAL REPORTS, OR ANY OTHER TYPE OR KIND OF REPORT OR INFORMATION, IF ANY, INCLUDED IN THE CONFIDENTIAL MATERIALS, THE DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TRUTH, ACCURACY OR COMPLETENESS OF SAME AND RECEIVING PARTY AGREES THAT NEITHER IT NOR ITS REPRESENTATIVES SHALL BE ENTITLED TO RELY ON SUCH REPORTS OR ANY INFORMATION CONTAINED THEREIN.

5. Receiving Party agrees that, in the event of any breach of the provisions of this Agreement, the Disclosing Party, or any of them, shall be entitled to seek equitable relief, including without limitation in the form of injunctions and orders for specific performance, in addition to all other remedies available to the Disclosing Party at law or in equity. It is further understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial

exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege thereunder.

6. This Agreement constitutes the entire agreement between the Disclosing Party and Receiving Party with respect to the transactions contemplated hereby and supersedes all prior agreements (or contemporaneous oral agreements) of the parties with respect thereto. This Agreement may be amended only in writing and no amendment is enforceable unless signed by all parties to this Agreement.

7. Neither Receiving Party nor the Representatives will, without the prior written approval of the Disclosing Party, contact any employees of any firm engaged by the Disclosing Party, or any of them, in connection with the Assets, any tenants of the Asset properties or properties securing the particular Assets, or any governmental officials (including officials of all state, local and federal bodies) regarding the Assets.

8. Receiving Party represents that it is a principal and will not look to the Disclosing Party for any fee, commission or other compensation relating to the Assets. Receiving Party also hereby acknowledges that it has not dealt with any broker, other than CBRE, INC., regarding a potential transaction involving any of the Assets. **If the Receiving Party has been made aware of this offering and/or is being represented by a Broker, and a sales transaction closes between Seller and the Receiving Party, then Buyer shall be responsible for any and all commissions or fees owing to said Broker.**

9. This agreement shall terminate one (1) year from the date hereof except as to written claims by the Disclosing Party, or any of them, against Receiving Party or any Representatives prior thereto.

RECEIVING PARTY

By: _____

Name:

Title:

Phone:

Email: