

CBRE, INC.
CLIENT CONFIDENTIALITY AGREEMENT

**RE: Salmon Bay Building
2320 West Commodore Way
Seattle, WA. 98199**

For the purposes of evaluating the sale offering for 2320 West Commodore Way in Seattle, WA, known as Salmon Bay Building (the "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 Seller's Agent and Seller, Broker may make such Confidential Information available to the undersigned upon execution of this Confidentiality Agreement. The Confidential Information is intended solely for your own 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 Seller, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Seller enters into a formal binding agreement of sale.

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

1. To treat in strict confidence, any information that Seller, Seller's Agent 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 Seller, Seller's Agent or the Broker, and that such information will be kept in strict confidence by the Undersigned, and shall inform all with whom it interacts business relating to the Property of the confidential nature of such information and direct them to treat such information confidentially.
3. That by accepting this material, you will not photocopy or duplicate it. The Undersigned agrees to not disclose this sales package or any related material to any entity other than its registered Broker for its determination of whether or not to make a purchase proposal. Any disclosure, except as authorized herein, without the prior written authorization of Broker, shall be deemed a breach of this Agreement. You also agree that you will not use the sales package, or any of its contents and related information, in any fashion or manner whatsoever that may be detrimental to the interests of Seller or Broker.
4. By your receipt of this material you acknowledge that you are acting as a Principal.
5. That at any time, at the request of Seller, Seller's Agent or Broker the Undersigned agrees to promptly return all Confidential Information without duplicating or retaining any copy thereof or any notes relating thereto.
6. That in the event the Undersigned is required or requested by legal process to disclose any of the Confidential Information, the Undersigned will provide Seller's Agent with prompt notice of such requirement or request so that Seller's Agent may seek an appropriate protective order or waive compliance with the provision of this requirement or both.
7. The Undersigned acknowledges and understands that some of the Confidential Information has been prepared by parties other than Broker, Seller's Agent and Seller and that Seller, Seller's Agent and Broker make no representations or warranties whatsoever, express or implied, with respect to the content, completeness or accuracy of the Confidential Information. Seller, Seller's Agent has not made any independent investigation or verification of any such information and makes no representations or warranties as to the completeness or accuracy of such information. The Undersigned hereby releases Broker, Seller's Agent and Seller and their respective agents, officers, directors, attorneys, employees, contractors and representatives, from all claims, causes of action, losses, damages, liabilities, judgements, 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 Seller or Seller's Agent expressly reserves the right, at their 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. Seller 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 be governed by and construed in accordance with the laws of the State of Washington.
10. By execution of this Agreement, the Undersigned hereby agrees to indemnify, defend (through attorneys reasonably acceptable to Seller and their successors and assigns), and hold Broker, Seller's Agent and Seller and all officers, directors, employees, and agents of Broker, Seller's Agent and Seller 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, Broker and/or Seller's Agent, and/or Seller, directly or indirectly, relating to, or arising out of, a breach of this agreement by the Undersigned.

If Principal is in agreement with the foregoing, please return a signed copy of this Agreement to CBRE, Attention: Ric Brandt at ric.brandt@cbre.com

REGISTERED POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2021

BROKER

INVESTOR

(SIGNATURE)

(SIGNATURE)

BY:

BY:

TITLE:

TITLE:

COMPANY:

COMPANY:

ADDRESS:

ADDRESS:

TELEPHONE NO.:

TELEPHONE NO.:

FAX:

FAX:

EMAIL:

EMAIL: