

## **Disclaimer & Confidentiality for 1120 John Building**

**Please read the Disclaimer & Confidentiality Agreement below and email to [cmathewson@centurypacificlp.com](mailto:cmathewson@centurypacificlp.com) or fax signed agreement to 206.757.7890 to be given access to confidential material. By this agreement, you are bound to the terms in this Confidentiality Agreement.**

### **CONFIDENTIALITY AGREEMENT**

1120 John Building  
Seattle, WA 98109

We hereby acknowledge that CenturyPacific, LLLP (the "Investment Team" representing the "Owner") will be furnishing us with certain confidential information to assist us in evaluating the possible acquisition of the above-referenced property (herein the "Property").

We request that you furnish us with information concerning the Property which may include, without limitation, an offering memorandum, legal instruments, studies, brochures, computer output and other data concerning the Property, as well as oral discussions and Property visitations (collectively, "Evaluation Material"). We acknowledge that the Evaluation Material will be furnished to us only on the condition that we agree to treat the Evaluation Materials and any potentially sensitive information acquired as a result of any Property due diligence confidential as hereinafter provided. Therefore, we hereby agree as follows:

1. No Evaluation Material furnished to us will be used, duplicated, or disseminated by us for any purpose other than evaluating a possible good faith purchase of the Property. Therefore, we agree to keep all Evaluation Material strictly confidential; provided, however, that the Evaluation Material may be disclosed to our key employees and to our outside counsel and accountants (collectively, "Related Parties") on a strictly "need to know" basis. These Related Parties shall be informed by us of the confidential nature of such Evaluation Materials and the terms of this agreement and instructed by us to abide by its terms. We will be responsible for any breach of the terms of this agreement by any Related Party. We will promptly, upon request, return all Evaluation Material and all copies thereof (whether furnished before or after the date of this letter) to the Investment Team, without retaining copies.
2. We agree not to disclose to any person, and to instruct the Related Parties not to disclose, either (i) the fact that discussions or negotiations are taking place concerning a possible purchase of the Property or (ii) any of the terms, covenants, conditions, or other facts with respect to any such possible purchase (other than as permitted by the preceding paragraph).
3. We agree that the Investment Team and the Owner make no representation or warranty as to the accuracy or completeness of the Evaluation Material. Any financial information and projections contained in Evaluation Material represent estimates based on

assumptions believed to be reasonable under the circumstances, although they have not been independently verified. The Investment Team and Owner expressly disclaim any and all liability for representations or warranties, express or implied, that actual results will conform to such projections; and we agree that the Investment Team and Owner shall have no liability to us resulting from our use or reliance upon the Evaluation Material. We represent that we will conduct our own independent investigations for all those matters which we deem appropriate in order to evaluate any proposed transaction involving the Property. We agree that the Owner is intended to be and shall be a beneficiary of this confidentiality agreement.

4. We represent that we are acting as principals without a broker and that, if we choose to employ a broker, we shall do so at our sole cost and expense. Therefore, we agree to indemnify and hold Owner and the Investment Team harmless from and against any and all loss, costs, damages and judgments (including reasonable attorneys' fees and disbursements) arising from (i) the claim(s) of any brokers alleging to have dealt with or through us in connection with the Property or (ii) any breach of the terms of this agreement by us or any Related Party.
  
5. This agreement (i) expresses the parties' entire agreement on the matters covered hereinabove; (ii) supersedes all prior understandings between them on such matters; (iii) shall be governed by Washington law; (iv) shall be binding on their lawful successors, designees and assigns; (v) may not be altered, supplemented, or terminated except in a writing signed by each; and (vi) any disputes will be submitted to binding arbitration by American Arbitration Association.

Please print and fax back to 206.757.7890.

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_