## CONFIDENTIALITY AGREEMENT

To: Billy Poll and Dean Altaras NAI Puget Sound Properties 10900 NE 8<sup>th</sup> Street, Suite 1500 Bellevue, WA 98004

> Phone: 425-586-5604 Fax: (425) 455-9138 E-mail: bpoll@nai-psp.com

Re: 632 Sunset Park Drive, Sedro-Woolley WA ("Property")

We have requested that various materials, documents, information, and other matters regarding the Property ("Property Information") be delivered and disclosed to us by you. As a condition to, and in consideration of, the delivery and disclosure of the Property information by you to us, we agree as follows:

- 1. Purpose: We the undersigned have been advised that NAI Puget Sound Properties has been retained on an exclusive basis by the Seller with respect to the offering for sale of the above referenced Property. The Seller has indicated that all inquiries and communications with respect to the contemplated sale of an interest in the Property be directed to NAI Puget Sound Properties.
- 2. Confidentiality: We, the undersigned, are active as a principal and agree to use the Property Information only for the purpose of evaluating our desire to make an offer to purchase the Property, and not for any other purpose whatsoever. We agree that all of the Property Information is confidential and that we shall not disclose any of the Property Information in any manner whatsoever, except to the extent that the Property Information is (a) generally publicly available through means other than delivery or disclosure by you or your affiliates, or (b) required to be disclosed by law. Promptly after request by you, we shall return all Property Information and all copies thereof to you. We agree not to (a) disclose to any person or party (other than for our institutional lenders, employees, legal counsel, and consultants) the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property, and (b) contact any tenant, lender, or partner in the Property regarding the possible acquisition without the prior written consent of NAI Puget Sound Properties and the Seller.
- 3. Indemnity: We agree to indemnify, defend and hold harmless NAI Puget Sound Properties and Seller, and the respective partners, members, shareholders and employees of each of them, against any loss, liability or expense, including attorney's fees, arising out of any breach of the terms of this agreement.
- 4. Disclaimer and Waiver: We acknowledge that neither you nor any of your representatives makes or have made any representations or warranties regarding the accuracy or completeness of the Property Information.
- 5. Commission: Prospective Purchaser acknowledges that it will not look to Seller for any fees or commission above the two and one-half percent (2.5%) fee on the sale price to be paid to prospective Purchaser's broker upon closing.
- 6. Binding Agreement: Upon execution hereof, this agreement shall be a binding agreement between us, NAI Puget Sound Properties, and the Seller.

Accepted and Agreed to on, 2022	Broker Acknowledgement
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Company:	Company:
Address:	Address:
City, St, Zip:	City, St, Zip:
Phone:	Phone:
Email:	Email: