

## CONFIDENTIALITY AGREEMENT

**Property:** 701 Valley | 712 Aurora Ave N, Seattle, WA (the “**Property**”)

This Confidentiality Agreement (“**Agreement**”) will serve to confirm your agreement concerning certain material, data, and information (herein “**Evaluation Material**”) which Broker (as defined below) will make available to you for study in connection with a possible purchase of the Property.

Kidder Mathews, Inc., dba as Kidder Mathews, and The Simon | Anderson Multifamily Team (“**Broker**”) is the exclusive listing broker for the marketing and sale of the Property and thereby exclusively represents the owner of record of the Property (“**Seller**”) in any transaction for or related to the Property.

Broker and Seller are prepared to furnish you with Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the condition that you treat such Evaluation Material confidentially as detailed below and confirm certain representations to both Broker and Seller, as set forth below. Therefore, as a prerequisite to us furnishing to you the Evaluation Material, you hereby represent and agree as follows:

1. The Evaluation Material furnished to you will be used by you solely for evaluating a possible transaction exclusively for your own account as a principal in the transaction. Therefore, you agree to keep all Evaluation Material strictly confidential; *provided, however*, any such Evaluation Material may be disclosed to your directors, officers, employees, lawyers, accountants, and lenders (“**Representatives**”) who need to know such information for the purpose of assisting you with your possible purchase of the Property. Such Representatives shall be informed by you of the confidential nature of such information, shall be directed by you to treat such information with strict confidence and shall agree to be bound by the provisions of this Agreement. You are liable for any Representative’s breach of this Agreement.

You will not, and will cause your Representatives to not, copy or duplicate the Evaluation Material (except that you may copy Evaluation Material for your representatives). You will, and will cause your Representatives to, destroy or return the Evaluation Material to us promptly if you decide not to go forward with discussions or if return is requested by us. You agree that we have no adequate remedy at law if you violate any of the terms of this Agreement. In such event, we will have the right, in addition to any other right we may have, to seek injunctive relief to restrain any breach or threatened breach by you or your Representatives of this Agreement.

In addition, you agree that you will not disclose and you will direct your Representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person, the fact that the Evaluation Material was made available to you, that discussions or negotiations are taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition of the Property.

Although we have endeavored, for your convenience, to include in the Evaluation Material information which we believe to be relevant for the purpose of helping you in your evaluation of an investment in the Property for possible purchase, you understand and acknowledge that we make

and have made no representation or warranty to you as to the accuracy or completeness of the Evaluation Material and have made no attempt to verify the data contained therein. You agree that we will not have any liability to you as a result of your use of the Evaluation Material and it is understood and agreed that you will perform and rely upon your own due diligence with respect to the condition and operation of the Property and you are solely responsible for such due diligence, investigations and inspections of the Property, including investigation of all financial matters and any environmental conditions, as you deem necessary or desirable and as permitted by agreement with us.

2. Your obligations to keep the Evaluation Material confidential shall not include information that: (i) is or becomes publicly available other than as a result of acts by you or your Representatives in breach of this Agreement; or (ii) on your counsel's advice must be disclosed pursuant to law or a subpoena or other court order, but only to the extent specified in such subpoena or court order; provided prior to complying with any such order you shall give prior written notice to us that such demand has been made upon you and to the extent not legally prohibited you shall provide us with an opportunity to contest any such direction or order. Your obligations to keep the Evaluation Material confidential shall expire one (1) year from the date this Agreement is signed.
3. You agree to defend, indemnify, and hold Broker and Seller harmless from and against all claims, actions, damages, losses and liabilities, including reasonable attorney's fees and expenses, arising out of any breach of your obligations under this Agreement.
4. Seller expressly reserves the right, at its sole discretion, to withdraw property from the market, to modify its marketing plan, or 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 Evaluation Material or making any offer to purchase unless and until a written purchase and sales agreement is executed and all obligations thereunder satisfied or waived.
5. You acknowledge receipt of the pamphlet entitled "*The Law of Real Estate Agency*" and/or any such required materials required by the State of Washington.
6. You have been advised that Broker is acting on behalf of Seller only as exclusive broker in connection with the marketing and sale of the Property. Except as set forth below, you agree to pay all brokerage commissions, finder's fees, and other compensation to which any broker, finder, or other person who may be entitled to such in connection with the sale of the Property if such claim or claims for commissions, fees or other compensation based in whole or in part on dealings with you or any of your representatives (except Kidder Mathews, and/or The Simon | Anderson Multifamily Team whose compensation is payable by Seller). You furthermore agree to indemnify and hold harmless Broker and Seller, their respective affiliates, successors and assigns, employees, officers, and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any broker, finder or similar Broker for commissions, fees or other compensation from bringing about any sale of the Property to purchase if such claim or claims are based in whole or in part on dealings with you or any of your representatives. No commission shall be payable by Seller to any broker outside of Kidder Mathews and/or The Simon | Anderson Multifamily Team except as set forth below. If this

Agreement is executed by a broker, agent, or any other party other than buyer, that person may seek a fee from Kidder Mathews limited to the outside broker's commission in the amount of ZERO % (if this field is left blank or the amount is set as ZERO % then no outside broker's commission is offered or payable by Kidder Mathews and/or The Simon | Anderson Multifamily Team).

**ACCEPTED AND AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2026:**

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

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

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

**City, State, Zip:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

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

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