CONFIDENTIALITY AGREEMENT

Sterling Manor | 811 N 130th Street | Seattle WA 98133

Only serious buyers and lenders who are contemplating a purchase of or extension of financing for the Property in good faith are permitted to enter this Confidentiality Agreement and access Confidential Information.

Access for any other purpose is strictly prohibited.

This Confidentiality Agreement is effective on the date signed below. It is made between the owner of Sterling Manor (the Seller), acting through the Seller's listing brokers, and the person or entity identified as Recipient below. In exchange for access to nonpublic property and financial information, Recipient agrees to use and protect that information as stated in this Agreement. Recipient represents that it is evaluating a possible purchase or financing of the Property in good faith.

1. Purpose

Recipient may use Confidential Information solely to evaluate a possible purchase of Sterling Manor (the Property) and for no other purpose.

2. Confidential Information

Confidential Information means all nonpublic information about the Property, Seller, or property operations, whether provided before or after this Agreement and whether written, electronic, visual, or oral. It includes financial statements, rent rolls, operating statements, budgets, leases, tenant and occupancy information, delinquency information, contracts, reports, due diligence materials, photographs not publicly released, and the substance of discussions with Seller or the listing brokers.

Confidential Information does not include information Recipient can document: (a) is or becomes public through no breach of this Agreement; (b) was lawfully known to Recipient without a duty of confidentiality before disclosure; (c) is received lawfully from a third party without a duty of confidentiality; or (d) is independently developed without use of Confidential Information.

3. Permitted Disclosure to Representatives

Recipient may disclose Confidential Information only to its employees, partners, attorneys, accountants, lenders, equity sources, and consultants who need the information to evaluate the proposed purchase (Representatives). Recipient must inform Representatives of the confidential nature of the information and ensure they are bound by confidentiality obligations at least as protective as this Agreement. Recipient is responsible for any breach by its Representatives.

4. Protection and Unauthorized Disclosure

Recipient will use reasonable care to protect Confidential Information and no less care than it uses for its own similarly sensitive information. Recipient will promptly notify the listing brokers of any known unauthorized access, use, or disclosure and will reasonably cooperate to limit further disclosure.

5. Property and Tenant Contact

Without prior written authorization from Seller or the listing brokers, Recipient and its Representatives will not directly or indirectly contact or disturb tenants, on-site personnel, the property manager, vendors, service providers, report preparers, lenders, or governmental agencies concerning the Property. They will not enter units or conduct inspections, testing, or investigations except as coordinated in advance through the listing brokers.

6. Required Disclosure

If Recipient or a Representative is legally required to disclose Confidential Information, Recipient will, to the extent legally permitted, promptly notify the listing brokers so Seller may seek a protective order or other remedy. Recipient will disclose only the portion legally required and will use reasonable efforts to preserve confidential treatment.

7. Return or Destruction

Upon written request, Recipient will promptly return or destroy Confidential Information and, if requested, confirm destruction in writing. Recipient and its professional advisors may retain one archival copy if required by law, regulation, insurance, or established record-retention procedures, but retained information remains subject to this Agreement.

8. Due Diligence and No Representation

Recipient is responsible for its own due diligence concerning the Property, including physical, environmental, financial, legal, and operational matters. Confidential Information is provided for evaluation purposes only. Neither Seller, the listing brokers, nor third-party preparers make any representation or warranty as to its accuracy or completeness, and Recipient must independently verify all information.

Recipient is responsible for liability, damage, and reasonable costs caused by its or its Representatives' authorized entry, inspection, or testing of the Property and will indemnify Seller and the listing brokers against resulting third-party claims, except to the extent caused by the indemnified party's negligence or willful misconduct.

9. No Transaction Obligation

Only a fully executed purchase and sale agreement will create an obligation to sell or purchase the Property. A letter of intent, preliminary proposal, or oral or written acceptance of an offer does not create such an obligation unless Seller expressly agrees otherwise in a signed writing. Seller may discontinue discussions, reject any proposal, or negotiate with other parties at any time.

10. Term and Remedies

Recipient's right to use Confidential Information ends when Recipient ceases actively pursuing a transaction, Seller or the listing brokers provide written notice terminating access, or one year after the effective date, whichever occurs first. Confidentiality obligations for information received before termination continue for two years from the effective date. Obligations concerning personal information remain in effect for as long as required by applicable law. Recipient acknowledges that unauthorized disclosure may cause harm not adequately remedied by money damages and that Seller may seek injunctive or equitable relief in addition to other available remedies. Recipient will indemnify Seller and the listing brokers for reasonable losses and costs arising directly from Recipient's or its Representatives' breach of this Agreement.

11. General Terms

This Agreement is governed by Washington law, without regard to conflict-of-law rules, and any action relating to it must be brought in a state or federal court located in King County, Washington. Recipient may not assign this Agreement without Seller's prior written consent. This Agreement is the entire agreement concerning confidentiality for the Property and may be amended only in a writing signed by Seller and Recipient. Failure to enforce a provision is not a waiver. If a provision is unenforceable, the remaining provisions continue in effect. A signer acting for an entity represents that the signer is authorized to bind that entity. This Agreement may be signed in counterparts and by electronic signature, each of which is deemed an original.

Recipient Acknowledgment

By signing below, the Recipient confirms that they have read, understood, and agreed to this Confidentiality Agreement.

Client / Buyer Name	
Buyer's Broker / Brokerage	
Email	
Phone	
Signature	
Date	

Listing Representative

Scott Rochlin
(425)444-3635
scottrochlin@bhhsnwre.com
Berkshire Hathaway HomeServices Northwest Real Estate

Please return the signed agreement to the listing brokers before requesting nonpublic financial or due diligence materials.