

Confidentiality Agreement and Client Registration

**RE: *Bleitz Building, 316 Florentia Street,
Seattle, Washington***

The undersigned has been advised that Newmark has been retained on an exclusive basis by Fremont Crossing LLC (The “Seller”) with respect to the offering for sale of the 316 Florentia Street (The “Property”). The Seller has indicated that all inquiries and communications with respect to the contemplated sale of the Seller’s interest in the Property be directed to Newmark. In no event shall the undersigned or any of its agents or contractors contact any tenant of the Property or any governmental authority concerning the Property, or make any physical inspection or testing of the Property, without prior written consent of Newmark or Seller.

Newmark has available for review certain information (“Confidential Information”) concerning the Property. On behalf of the Seller, Newmark 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.

The Confidential Information contains brief, selected information pertaining to the business and affairs of the Seller, and has been prepared by Newmark primarily from information supplied by the Seller for the Seller’s agent. It does not purport to be all-inclusive or to contain all the information that a prospective purchaser may require or desire. Neither Newmark nor Seller make any representations or warranties, expressed or implied, as to the accuracy or completeness of the Confidential Information, and no legal liability is assumed or to be implied with respect thereto.

By executing this Confidentiality Agreement you agree that the information provided is confidential, that you will hold and treat it in the strictest confidence, and that you will not disclose or permit anyone to disclose the Confidential Information to any person, firm or entity without prior authorization of the Seller and Newmark, except that the information may be disclosed to your partners, employees, legal counsel and lenders or pursuant to a court order (and the undersigned shall obtain the agreement of any parties to which Confidential Informant is to be disclosed to be bound by the terms of this letter). Photocopying or other duplication is strictly prohibited. Seller expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the Property and to terminate discussion with any party at any time with or without notice. If you do not wish to pursue acquisition negotiations, you hereby agree to return the Confidential Information and deliver copies of any reports or surveys prepared by, or on behalf of, the undersigned concerning the Property to Newmark.

The undersigned acknowledges that it is undertaking its investigation of the Property at its sole risk, and that under no circumstance will any amounts expended by the undersigned, for its due diligence investigation or review, be paid or reimbursed by Seller or Newmark.

ACKNOWLEDGED: Buyer

Buyer’s Broker

Signature: _____
Name: _____
Title: _____
Company: _____
Phone: _____
Facsimile: _____
Address: _____

Email: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Company: _____
Phone: _____
Facsimile: _____
Address: _____

Email: _____
Date: _____

Receive By: Email
 Mail

Email to: cavan.okeefe@ngkf.com; cerina.mick@ngkf.com

Attn: Cavan O’Keefe and Cerina Mick
Newmark