

## CO-BROKER CONFIDENTIALITY AGREEMENT

**RE: 1299 First St  
Washington, DC (the "Property")**

Dear Broker:

The undersigned hereby acknowledges that it has been advised that Transwestern, (including all affiliates, subsidiaries, related parties, successors, and assigns, hereinafter referred to singly and collectively as "Agent") has been retained by the owner of the above referenced Property (the "Owner") as the Owner's exclusive agent with respect to the sale of said Property. Owner has indicated that all inquiries and communications with respect to the Property be directed to Agent. All fees due Agent in connection with the financing, recapitalization and/or sale of the Property shall be paid by Owner. The principal listed below ("Principal") and the broker listed below ("Co-Broker") hereby acknowledge that the Principal has retained and authorized the Co-Broker listed to assist in Principal's evaluation of the offering; that the Co-Broker is acting solely for Principal and not for any other person or entity. Furthermore; that the Principal has agreed to provide any and all fees or other compensation due the Co-Broker in connection with its activities with respect to the Property; that neither the Co-Broker nor Principal will under any circumstances whatsoever, make any claim against Owner or Agent for any fees or other compensation or for any loss, damage, or expense suffered or incurred in connection with its activities with respect to the Property. Co-broker acknowledges that it has not been authorized by Owner or Agent to solicit interest in, or in any way to market, the Property.

Agent has available for review certain information (the "Evaluation Material") concerning the Property. On behalf of Owner, Agent may make the Evaluation Material available to the Principal and Co-broker upon execution of this Confidentiality Agreement. The Evaluation Material is intended solely for the purpose of assisting the Principal in its evaluation of the Property. This is neither an agreement to undertake an investment in and/or financing of the Property nor a solicitation of an offer for such investment and/or financing. No agreement binding upon the Owner shall be deemed to exist, at law or equity, until the Owner enters into appropriately approved formal binding commitments with respect to any investment in and/or financing of the Property.

The Evaluation Material contains brief, selected information pertaining to the business and affairs of the Property. The Evaluation Material has been prepared by Agent and has been reviewed by Owner. It does not purport to be an all-inclusive, nor necessarily accurate, summary of the Property, nor does it contain all the information which a prospective investor or financing source may desire. Neither Agent nor Owner makes any representation or warranty, expressed or implied, as to the condition of the Property or to the accuracy or completeness of the Evaluation Material and no legal liability is assumed or to be implied with respect thereto.

By executing this Confidentiality Agreement, you agree that the Evaluation Material is confidential, that you will hold and treat it in the strictest of confidence. You further agree that you will not disclose or permit anyone else to disclose the Evaluation Material to any person, firm or entity without prior written authorization of the Agent and/or Owner; including, without limitation, investors, lenders, financing sources, and financial intermediaries; except that the information may be disclosed to the partners, officers, employees, legal counsel, and accounting advisors of the Principal for the purposes of its limited internal use and evaluation, or pursuant to a court order. You also pledge that the Evaluation Material will not be retained by Principal or Co-Broker or by the persons described above, after the use thereof is no longer required, and any and all written materials will be either destroyed or returned to Agent. You also acknowledge that the consent of Agent and Owner to the provision of the Evaluation Material to you has been induced and relied upon by the undertakings, representations, and warranties set forth in this agreement. Owner expressly reserves the right, at its sole discretion, to reject any and all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice. In the event that the Principal determines that it does not have an interest in pursuing discussions with respect to the Property, or, at the request of Owner or Agent, you hereby agree to promptly return all copies of the Evaluation Material to Agent.

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If you are in agreement with the foregoing, please sign this Agreement and return it to **Rowan Miller (Email: rowan.miller@transwestern.com)**. Accepted and Agreed To This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

Accepted and Agreed:

Principal

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

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

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

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

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

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

Telephone: \_\_\_\_\_

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

Co-Broker

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

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

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

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

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

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

Telephone: \_\_\_\_\_

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

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