

1100 Washington

CONFIDENTIALITY AGREEMENT (THE "AGREEMENT")

Attention: Bob Pounds
Email: bob.pounds@nmrk.com
Phone #: 952-270-2497

RE: **1100 Washington**

Newmark has been retained on an exclusive basis by the Owner with respect to the sale offering of 1100 Washington (the Property). The Owner has directed that all inquiries and communications with respect to the contemplated sale of the Property be directed to Newmark.

Newmark has available for review certain information concerning the Property which includes brochures, tenant financial information and other materials (collectively Informational Materials). Newmark will not make such Informational Materials available to a Registered Potential Purchaser until the Registered Potential Purchaser has executed this Agreement and, thereby, agreed to be bound by its terms. Upon Newmark's receipt of this Agreement, executed by the Registered Potential Purchaser, Newmark is prepared to provide the Informational Materials for the Registered Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions:

1. All Informational Materials relating to the Property, which may be furnished to the Registered Potential Purchaser by Owner or Newmark shall continue to be the property of the Owner and Newmark. The Informational Materials will be used by the Registered Potential Purchaser and may not be copied or duplicated without Newmark's and Owner's written consent and must be returned to Newmark or Owner within 72 hours upon Newmark's request or when the Registered Potential Purchaser declines to make an offer for the Property or terminates any discussion or negotiations with respect to the Property.
2. Registered Potential Purchaser will not make any Informational Materials available to, or disclose any of the contents thereof, or discuss any transaction involving the Property with any person other than the Registered Potential Purchaser, unless Newmark and Owner have approved, in writing, such disclosure provided, however, that the Informational Materials may be disclosed to the Registered Potential Purchaser's partners, employees, legal counsel and institutional lenders (Related Parties) who, in the Registered Potential Purchaser's judgment, need to know such information for the purpose of evaluating the potential purchase of the Property or any interest therein by the Registered Potential Purchaser. By virtue of this Agreement, the Registered Potential Purchaser and such Related Parties have been informed by Newmark of the confidential nature of the Informational Materials and must agree to keep all Informational Materials strictly confidential in accordance with this Agreement.
3. The Registered Potential Purchaser understands and acknowledges that Newmark and the Owner do not make any representation or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to Newmark by others and has not been independently verified by Newmark or Owner and is not guaranteed as to completeness or accuracy. The Registered Potential Purchaser agrees that neither Newmark nor the Owner shall have any liability, for any reason, to the Registered Potential Purchaser or Related Parties resulting from the use of the Informational Materials.

Newmark
100 S. 5th Street, Suite 2100
Minneapolis, MN 55402

1100 Washington

4. **The Registered Potential Purchaser hereby indemnifies and saves harmless Newmark and the Owner and their respective affiliates and successors, and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of the Agreement by the Registered Potential Purchaser or any Related Party, and (2) claim or claims by Registered Potential Purchaser or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property to the Registered Potential Purchaser.**
5. The Registered Potential Purchaser acknowledges that the Property has been offered for sale, subject to the withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser or for any other reason, whatsoever, without notice. The Registered Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion, or national origin.
6. **1100 Washington** is being marketed to principals. Newmark will cooperate with other licensed brokers to ensure the highest sale price is generated for the Owner, provided:
 - Newmark accepts the cooperating broker's written registration of a specific prospect.
 - The cooperating broker and the party they represent sign a confidentiality agreement.
 - The cooperating broker agrees to be paid by their client.
7. Owner is an intended third-party beneficiary of the terms of this Agreement.

If the Registered Potential Purchaser is in agreement with the foregoing, please return an original signed copy of the Agreement to Newmark, Attention: Bob Pounds, bob.pounds@nrmk.com.

REGISTERED POTENTIAL PURCHASER:

REGISTERED BROKER:

Accepted and Agreed

Date: _____

Date: _____

(Signature)

(Signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____

City: _____

City: _____

State, Zip Code: _____

State, Zip Code: _____

Phone Number: _____

Phone Number: _____

Email Address: _____

Email Address: _____

To receive a complete Offering Memorandum for the 1100 Washington, please return via email to Bob Pounds, bob.pounds@nrmk.com.

Newmark
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Minneapolis, MN 55402