

APOLLO NET LEASE CO., LLC

MASTER CONFIDENTIALITY AGREEMENT

[Date]

[FIRM NAME]

Attention: [NAME]

[NAME]:

In connection with your work with Apollo Net Lease Co., LLC and its affiliates (“*Apollo*”) a potential transaction or business opportunity with respect to 3711 88th Street N.E., Marysville, WA (“*Property*” or a “*Target*”) each such transaction, (“*Transaction*”) you have requested certain oral and written information concerning Apollo and each such Transaction. In consideration of furnishing, you with such information, Apollo requires that you agree to comply with the provisions of this master confidentiality agreement (this “*Agreement*”) to treat confidentially such information.

1. **Confidential Information.** When used herein, the term “*Confidential Information*” shall include, without limitation, any and all information, whether written or oral, concerning Apollo or a Transaction which Apollo or its representatives provides, whether before or after the date of each Schedule, including any notes, analyses, compilations, studies or other documents, whether prepared by you or others, which contain or otherwise reflect such information.

Notwithstanding the foregoing, the term “Confidential Information” shall not, for the purposes of this Agreement, include any information which (a) at the time of disclosure or thereafter is or becomes available to and known by the public other than as a result of a disclosure by you or any of your Representatives (as defined below) in breach of this Agreement, (b) was or becomes available to you on a nonconfidential basis from a source other than Apollo or its representatives; provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of secrecy to, Apollo, or (c) has been independently developed by you or any of your Representatives without using Confidential Information and without violating any of your obligations under this Agreement.

2. **Use and Protection of Confidential Information.** You agree that you will use the Confidential Information solely for the purpose of evaluating a Transaction and not for any other purpose. You shall not share any Confidential Information with any person other than your officers, directors or employees who need to know the information for the purpose of evaluating a Transaction (collectively, your “*Representatives*”); provided, however, that such Representatives are first informed by you of the confidential nature of the information. You agree (i) not to make any such disclosure or transmission of Confidential Information unless such Representatives have agreed to act in accordance with this Agreement, and (ii) that, in any event, you shall be responsible for any actions by any of your Representatives which are not in accordance with this Agreement. Subject to Paragraph 5 below, the Confidential Information will be kept

confidential by you and all of your Representatives and will not be, without the prior written consent of Apollo, disclosed, in whole or in part, to any third party by you or by any of your Representatives.

You further agree that, without the prior written consent of Apollo, you will not, and will cause each of your Representatives not to, disclose to any person or entity (a) the fact that discussions or negotiations are taking place concerning a possible Transaction, (b) any of the terms, conditions or other facts with respect to such Transaction, including the status thereof, or (c) the existence of this Agreement, the terms hereof or that Confidential Information has been made available pursuant to this Agreement.

You hereby acknowledge that you are familiar with your responsibilities under the federal securities laws relating to restrictions on trading in securities of an issuer while in possession of material, non-public information, and restrictions on sharing such information with other persons who may engage in such trading; and that you will not violate those restrictions, and will use your reasonable best efforts to prevent any of your Representatives who receive any information which is the subject of this Agreement from violating those restrictions.

3. **Non-Circumvention.** Notwithstanding anything to the contrary in this Agreement, you agree that you will not engage in any action that will bypass, circumvent, avoid or obviate Apollo, either directly or indirectly, regarding this Transaction.

4. **Destruction of Confidential Information.** You shall, and shall cause each of your Representatives to, destroy, upon Apollo's request, all copies of the Confidential Information furnished to you and in your possession or in the possession of any of your Representatives, without retaining a copy thereof, except as required to be maintained by law. Further, you and all of your Representatives will destroy any analyses, compilations, studies or other documents prepared by or for your or any of your Representatives' internal use which include, utilize or reflect the Confidential Information. Any such destruction shall be confirmed in writing by one of your authorized officers. Any retained information shall remain subject to the confidentiality obligations contained herein notwithstanding the termination of this Agreement or the determination not to consummate the Transaction.

5. **Limitations on Protection of Confidential Information.** In the event that you or any of your Representatives are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose (i) any Confidential Information, (ii) any information relating to the opinion, judgment or recommendation of any such person concerning Apollo, its principals, affiliates or subsidiaries, or (iii) any other information supplied to you in the course of your or your Representatives' dealings with Apollo, you shall notify Apollo, as promptly as practicable, of such request or requirement so that Apollo may, at its expense, seek an appropriate protective order or waive compliance with the provisions of this Agreement, and/or take any other mutually agreed action. You shall cooperate with Apollo in any actions it may choose to take in seeking to prevent or limit disclosure. If, in the absence of a protective order or the receipt of a waiver hereunder, you or any of your Representatives are compelled or required by law or the order of any governmental, regulatory or self-regulatory body to disclose information, you or such

Representative may disclose only that portion of the requested information which you are advised by counsel is legally required to be disclosed, and you will exercise your reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded the information.

6. **Accuracy of Confidential Information.** You acknowledge that Apollo makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information. Further, you agree that Apollo shall not have any liability to you or any of your Representatives based on the Confidential Information, errors therein or omissions therefrom. You agree that you are not entitled to rely on the accuracy or completeness of the Confidential Information.

7. **Remedies.** You agree that money damages may not be a sufficient remedy for any breach of this Agreement by you or any of your Representatives, and that, in addition to all other remedies, Apollo shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. You agree not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages, and you further agree to waive and to use your reasonable efforts to cause all of your Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy.

8. **Waiver.** You acknowledge and agree that no failure or delay by Apollo in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder. The agreements set forth herein may only be waived or modified by an agreement in writing signed on behalf of the parties hereto.

9. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

10. **Supersedes Prior Agreements.** Each of the parties hereto hereby agrees that this Agreement shall supersede all prior agreements relating to subject matter addressed herein.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to choice of law doctrine.

12. **Term.** Unless agreed otherwise, this Agreement and all obligations of the parties hereunder with respect to Confidential Information concerning a Property or a Target shall terminate one (1) year from the date of this agreement.

13. **Counterparts.** This Agreement may be executed by facsimile, email or in any number of counterparts, each of which when so executed shall be deemed an original, but such counterparts shall together constitute one and the same.

Agreed and Accepted as of  
the date first written above:

**[BUYER NAME]**

By: \_\_\_\_\_

Name:

Title: