

## PRINCIPAL CONFIDENTIALITY AGREEMENT

**Arboretum Gateway  
Santa Monica, CA**

**May 2023**

The undersigned has been advised that Newmark has been retained on an exclusive basis by CLPF-ARBORETUM, L.P., ("Owner") with respect to the solicitation of offers for the purchase of Arboretum Gateway, located at 2220 Colorado Avenue, Santa Monica, CA 90404 (the "Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Newmark. All fees due Newmark in connection with the sale of the Property shall be paid by the Owner. The undersigned hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Property and agrees that it will not look to the Owner or Newmark for any fees or commissions in connection with the sale of the Property. The undersigned also hereby acknowledges that it has not dealt with any broker, other than Newmark, regarding the acquisition of the Property, or if it has, the undersigned hereby agrees to indemnify the Owner and Newmark against any compensation, liability or expense, arising from claims by any other broker or other party the undersigned had dealings with (excluding Newmark) in connection with the sale of the Property. Newmark has available for review certain information ("Confidential Information") concerning the Property. On behalf of the Owner, 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 or an offer of sale. No agreement binding upon the Owner of the Property, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner of the Property enters into a formal binding agreement of sale.

The Confidential Information contains brief, selected information pertaining to the business and affairs of the Owner, and has been prepared by Newmark, primarily from information supplied by the Owner or the Owner's agent. It does not purport to be all-inclusive or to contain all the information which a prospective purchaser may desire. Neither Newmark, nor the Owner makes any representation or warranty, 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 Confidential Information provided is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone else to disclose the Confidential Information to any person, firm or entity without prior written authorization of the Owner and Newmark. Notwithstanding the foregoing, you may disclose the Confidential Information to your directors, accountants, advisors, partners, employees and legal counsel ("Representatives") for the purposes of your evaluation of the proposed transaction, provided that you shall direct such Representatives to treat the Confidential Information in a manner consistent with your obligations under this agreement and be liable for any failure on their part to do so. If any court or governmental authority requires you to disclose any portion of the Confidential Information, you shall, to the extent permitted by law and legal process, (a) provide the Owner with prompt written notice of such requirement and (b) cooperate with the Owner in a commercially reasonable manner in obtaining any protective order or other remedy sought by the Owner with respect to such requirement. If no such protective order or other remedy is obtained, then you may disclose only that portion of the Confidential Information that in the reasonable opinion of your legal counsel is legally required to be disclosed, and shall exercise all commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. You further agree not to discuss the proposed transaction with any tenant, lender, servicer, special servicer, investor, partner or ground lessor of, or agent for, the Property without prior written consent of Owner. Owner expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice. This agreement shall expire after one year. If you do not wish to pursue acquisition negotiations you hereby agree to return the Confidential Information to Newmark provided that you may retain one copy of the Confidential Information for the purposes of and for so long as is required by any applicable law or regulation, on the condition that such Confidential Information is accessible only to your legal compliance personnel. Money damages may not be a sufficient remedy for the breach of this agreement, and the Owner is entitled to seek specific performance and injunctive relief or other available equitable relief as a remedy for any such breach.

If you are in agreement with the foregoing, please return one original signed copy of this agreement to Newmark (Attention: NKFCapitalMarketsWest@nmrk.com).

**ACCEPTED AND AGREED TO**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024**

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

Name: (Print) \_\_\_\_\_

Legal Entity Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

\_\_\_\_\_

Type of Entity: \_\_\_\_\_

Jurisdiction of Formation: \_\_\_\_\_