

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) by and between the \_\_\_\_\_, a \_\_\_\_\_ corporation with a business address of \_\_\_\_\_ (“Recipient”), and **CPF SUNSET CORPORATE ASSOCIATES, LLC**, Delaware limited liability companies with business addresses in care of Crown Realty Group, Inc., 3000 Airway Ave., Suite 200, Costa Mesa, CA 92626 Attn: Kreg Groat (“Company”). As used herein, a party disclosing Confidential Information (as defined below) shall be defined as the “Disclosing Party”, and the party to whom the Disclosing Party discloses such Confidential Information shall be defined as the “Recipient”.

WHEREAS, the parties are considering entering into certain discussions concerning entering into a purchase and sale agreement and related activities associated with Sunset Corporate Park located at 6305 NE Bennett Street aka 23175 NW Bennett Street in Hillsboro Oregon respectively (the “Purpose”). In the process of, and throughout the course of their discussions related to the Purpose, the Disclosing Party shall disclose its Confidential Information to Recipient so that Recipient may examine and evaluate such Confidential Information for the sole and limited purpose of assessing and making business decisions as to the Purpose (“Permitted Use”). In consideration of the knowledge gained from a review of this Confidential Information and other consideration as described herein, each party is agreeing to maintain the confidentiality of and not use or disclose such Confidential Information other than as expressly permitted herein.

**A. Definition.** Confidential Information includes, without limitation, (i) all information disclosed by the Disclosing Party pursuant to this Agreement, whether in written, graphic or electronic form, and all information accessed or observed by the Recipient in relation to the Purpose and/or this Agreement, and (ii) all unpublished or nonpublic information, documents and materials, whether or not marked as confidential, regarding the business affairs, services and operations, patents, proprietary information, copyrights, trademarks, trade secret information and other proprietary rights, business plans, processes, supplier lists, pricing information, of the Disclosing Party and/or its affiliates (“Confidential Information”).

**B. Non-Disclosure and Non-Use.** Confidential Information shall not:

- (1) be used by Recipient for any reason other than the Purpose and the Permitted Use related thereto; or
- (2) be disclosed by Recipient in any manner to any third party, without the prior written consent of the Disclosing Party. Recipient may disclose Confidential Information to its employees and those of its legal affiliates, attorneys, contractors, partners, lenders and accountants (“Representatives”) who have a need to know exclusively for purposes of the Permitted Use, provided that such Representatives acknowledge to Recipient it shall maintain the confidentiality of the Confidential Information in compliance with this Agreement. Recipient agrees that it shall be liable for any breach of the terms of this Agreement by its Representatives. No Confidential Information shall be disclosed by the Recipient to any of its Representatives who do not have a need for such Confidential Information as reasonably determined by Recipient.
- (3) during the term of this Agreement, Recipient shall not contact either the City of Hillsboro, County of Washington, State of Oregon, or Portland General Electric, regarding the Purpose or business transaction contemplated herein without the prior written consent of the Company.

**C. Exceptions.** This Agreement imposes no obligation upon Recipient with respect to Confidential Information that Recipient can establish:

- (1) was at the time of receipt, publicly available;
- (2) after its receipt, becomes available to the public through no fault of the Recipient or its Representatives in accordance with the terms hereof;
- (3) was in the possession of the Recipient before its receipt from the Disclosing Party or its representatives;
- (4) is independently developed by Recipient without reference to or use of Confidential Information received hereunder, as established by competent proof; or;
- (5) is disclosed pursuant to a requirement or request of a government agency, subpoena or other legal proceeding, provided that in the event that Recipient becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand, other demand or request by government agency or the application of statutes, rules and regulations under the federal securities laws or similar process) to disclose any of the Confidential Information, Recipient shall provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure to allow the Disclosing Party to seek a protective order or other remedy. In the event that a protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, Recipient agrees to furnish only that portion of the Confidential Information which is legally required to be furnished.
- (6) Recipient acknowledges and agrees that in the event of a breach by Recipient of any of the provisions of this Agreement, money damages is not an adequate remedy and that in addition to any other remedies available at law, under this agreement or otherwise, Company or its affiliates shall have the right to injunctive relief without the necessity of posting a bond, which requirement is hereby waived.

**D. Standard of Care.** Each party shall protect and safeguard the Confidential Information using the same degree of care, but no less than a reasonable degree of care, as the party uses to protect its own confidential information. In the event that the Recipient becomes aware of any use, loss or disclosure not consistent with the purpose of this Agreement, the Recipient shall promptly notify the Disclosing Party and use best efforts to establish safeguards to endeavor to prevent any further unauthorized loss, disclosure or use. The Disclosing Party may seek equitable and legal remedies as appropriate in the event of a threatened or actual disclosure or unauthorized use of its Confidential Information. The Disclosing Party shall further be entitled to seek injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or in equity. Notwithstanding anything contained herein to the contrary, neither party shall be subject to consequential, punitive or similar damages as a result of any breach of this Agreement.

**E. Term; Termination.** The term of this Agreement shall commence on the Effective Date and continue in effect until through December 31, 2024, unless earlier terminated by a party upon at least fifteen (15) days prior written notice to the other party or extended upon the written agreement of both parties. The obligations of the Recipient with respect to the Confidential Information under this Agreement shall survive and continue for one (1) year after the expiration or termination of this Agreement.

**F. Effect of Termination.** Upon the termination or expiration of this Agreement, or upon the Disclosing Party's written request, all Confidential Information in the Recipient's possession, and, all documents in Recipient's possession which incorporates the Disclosing Party's Confidential Information shall be returned to the Disclosing Party or destroyed with certification of destruction. Recipient may retain one copy of the Disclosing Party's Confidential Information in its legal offices or for archival purposes, provided the confidentiality obligations herein shall continue to apply to such Confidential Information. Notwithstanding the foregoing, it is acknowledged that copies that reside on computer system backups will not be destroyed. Retention of Confidential Information on a backup computer system beyond termination or expiration of this Agreement shall not relieve the Recipient of its non-disclosure and non-use obligations for a period of three (3) years.

**G. Export Control.** The parties agree not to use or otherwise export or reexport anything exchanged or transferred between them pursuant to this Agreement except as authorized by United States law and the laws of the jurisdiction in which it was obtained. In particular, but without limitation, items exchanged may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By entering into this Agreement, each party represents and warrants that they are not located in any such country or on any such list. Each party

also agrees that they will not use any item exchanged for any purposes prohibited by United States law. In the event either party becomes aware of any suspected violations of this Section that party will promptly inform the other party of such suspected violation, and cooperate with the other party in any subsequent investigation and defense, be they civil or criminal.

**H. No License or Warranties.** All Confidential Information (including all copies thereof) shall remain at all times the property of the Disclosing Party, and no property rights, intellectual property rights, license or other rights to the Disclosing Party's Confidential Information is granted to Recipient or implied hereby. Neither this Agreement nor the disclosure of any Confidential Information hereunder will result in any obligation on the part of either party to enter into any further agreement with the other party (with respect to the Purpose or otherwise) or to license, purchase or provide any products or services to the other party, or to require a party to disclose any particular Confidential Information. Recipient acknowledges that the Disclosing Party is not making any express or implied representation or warranty as to the accuracy or completeness of its Confidential Information; all Confidential Information is provided "AS IS" with all faults and errors. Recipient agrees that the Disclosing Party will not have any liability relating to the Confidential Information disclosed or for any errors therein or omissions therefrom. Recipient further agrees that it is not entitled to rely on the accuracy or completeness of the Disclosing Party's Confidential Information disclosed and that Recipient will only be entitled to rely on such representations and warranties as may be included in any later executed definitive agreement between the parties, subject to such limitations and restrictions as may be contained therein.

**I. Amendment.** This Agreement may not be amended or modified except by a writing signed by both parties and identified as an amendment to this Agreement.

**J. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.

**K. Complete Agreement.** This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the parties.

**L. Relationship.** It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither party shall have nor exercise any control or direction over the methods by which the other party performs work or obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease or equity relationship, expressly or by implication, between the parties.

**M. Law; Severability.** This Agreement shall be governed and

construed pursuant to the laws of the State of Oregon, county of Washington without giving effect to its conflict-of-laws provisions that would require the laws of another jurisdiction to apply. In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

N. **Waiver.** The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the parties.

O. **Use of Name.** Except as provided in (C)(5) above, neither party shall, without the prior written consent of the other party, directly or indirectly, make any public or private comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding the Purpose and/or a possible transaction between the parties or any of the terms, conditions, or other aspects of any such transaction or any other Confidential Information. Neither party will use the name or trademarks of the other party or its affiliates in any news release, publicity, advertising, endorsement, or commercial communication without the prior written approval of the other party.

P. **Counterparts.** This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

Q. **Attorney Fees.** In any action between the parties hereto seeking enforcement of any of the terms and provisions of this Agreement or in connection with the performance of the Services hereunder, the prevailing party shall be paid all of its actual costs and expenses including, without limitation, reasonable attorneys' fees (including any in-house legal fees) incurred in connection with such action or proceeding.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by proper person there unto duly authorized.

**Recipient**

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

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

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

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

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

**CPF SUNSET CORPORATE ASSOCIATES,  
LLC, a Delaware limited liability company**

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

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

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

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