

## **CONFIDENTIALITY AGREEMENT**

**AMZL SALEM** 5475 Gaffin Road Salem, OR 97317

The undersigned has been advised that Cushman & Wakefield U.S., Inc. has been retained on an exclusive basis by the Owner and/or its affiliates (the Owner) with respect to the offering for sale of **AMZL Salem** (the "Project"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Project be directed to Cushman & Wakefield. The Owner shall pay all fees due Cushman & Wakefield in connection with the sale of the Project. The undersigned hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Project and agrees that it will not look to the Owner or Cushman & Wakefield for any fees or commissions in connection with the sale of the Project.

On behalf of the Owner, Cushman & Wakefield may make such Confidential Information/Evaluation Material available to the undersigned upon execution of this Confidentiality Agreement. The Confidential Information/Evaluation Material is intended solely for your use in considering whether to pursue negotiations to acquire the Project. This is not an agreement to sell the Project nor an offer of sale. No agreement binding upon the Owner of the Project, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner of the Project enters into a formal binding agreement of sale.

The Confidential Information/Evaluation Material does not purport to provide a necessarily accurate summary of the Project or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information that a prospective investor may need or desire. All financial projections are based on assumptions relating to the general economy, competition and other factors beyond the control of Cushman & Wakefield; and therefore, are subject to material variation. This Confidential Information/Evaluation Material does not constitute an indication that there has been no change in the business or affairs of the Project or Cushman & Wakefield since the date of preparation of this Confidential Information/Evaluation Material. Additional information and an opportunity to inspect the Project will be made available to interested and qualified prospective buyers.

Neither Cushman & Wakefield nor any of its respective officers, agents or principals has made or will make any representations or warranties, expressed or implied, as to the accuracy or completeness of this Confidential Information/Evaluation Material or any of its contents, and no legal commitment or obligation shall arise by reason of the Confidential Information/Evaluation Material or its contents. Analysis and verification of the Confidential Information/Evaluation Material is solely the responsibility of the prospective buyer.

The Confidential Information/Evaluation Material contains brief, selected information pertaining to the business and affairs of the Owner, and has been prepared by Cushman & Wakefield, 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 that a prospective purchaser may desire. Neither Cushman & Wakefield, nor the Owner make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information/Evaluation Material and no legal liability is assumed or to be implied with respect thereto.

By executing this agreement, the undersigned agrees that it will hold and treat the Confidential Information/Evaluation Material in the strictest confidence, that it will not photocopy or duplicate it, that it will not disclose the Confidential Information/Evaluation Material or any of its contents to any other entity (except for outside advisors retained by it if necessary, in its opinion, to assist in its determination of whether or not to make a proposal, provided that such persons agree to be bound by the terms of this confidentiality agreement) without prior written authorization of Cushman & Wakefield, and that it will not use the Confidential Information/Evaluation Material or any of its contents in any fashion or manner detrimental to the interest of Cushman & Wakefield. If the undersigned does not wish to pursue acquisition negotiations it hereby agrees to return the Confidential Information/Evaluation Material to Cushman & Wakefield.

| Company: Signature: Name (Print): Title: Date:                                                                                                                                      |               | _ Address: _ Phone: _ Facsimile: _ Email: |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------|-------------|
| MARKETING MATERIAL REQUEST                                                                                                                                                          |               |                                           |             |
| If you would like to receive marketing materials for the Project, please complete the above and return via email to us Attn: Zachary Harman at <b>Zachary.Harman@cushwake.com</b> . |               |                                           |             |
| PLEASE CHECK OF                                                                                                                                                                     | NE: Hard Copy | ☐ Digital                                 | ☐ ARGUS RUN |