



**CONFIDENTIALITY AGREEMENT**  
For Signature By Prospective Purchaser

**Grand Central Bakery Building | 21 S. Nevada St., Seattle, WA**

This will serve to confirm our understanding and agreement concerning certain material, data and information (herein "Evaluation Material") which you will make available to us in connection with a possible purchase by us of the Property. You are prepared to furnish us with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to you. Therefore, as a prerequisite to your furnishing to us the Evaluation Material, we hereby represent and agree as follows:

1. The Evaluation Materials furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker or agent for any other person. Therefore, we agree to keep all Evaluation Material strictly confidential; provided however, that any of such Evaluation Material may be disclosed to our directors, officers or employees as well as our counsel, accounting firms and financial institution who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such directors, officers, employees, lawyers, financial institutions and accountants shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence. We will keep a record as to the exact location of all Evaluation Materials and all copies thereof. We will promptly, upon your request, deliver to you all Evaluation Material furnished to us, whether furnished before or after the date of this letter, without retaining copies thereof.
2. Although you have endeavored to include in the Evaluation Material information which you believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither the owner ("Owner") of the Property nor Colliers International make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. The financial information and projections contained in the Evaluation Material represent estimates based upon assumptions considered reasonable under the circumstances although Colliers International has not independently verified them. We acknowledge and agree that neither Colliers International nor Owner make any representation or warranty, express or implied, that actual results will conform to such projections. We agree that the Owner and Colliers International shall not have any liability to us as a result of our use of or reliance on the Evaluation Material and it is understood that we are expected to perform such due diligence investigations and inspections of the Property as we deem necessary or desirable and as permitted by agreement with the Owner of the Property.
3. We also represent that no broker or agent represents us or will represent us in any possible transactions involving the Property unless we disclose the name of such broker or agent in writing to Colliers International prior to our receipt of the Evaluation Material and that we fully agree to compensate our broker or agent. Neither Colliers International nor the Owner are or will be responsible for any compensation to be paid to our broker or agent.
4. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, may not be changed, waived or terminated orally and shall be binding upon the parties and their successors or assigns. The term and conditions of this agreement shall remain in full force and effect for one (1) year from the date hereof.

**BUYER'S AGENT:** \_\_\_\_\_

Authorized Signature \_\_\_\_\_

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

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

Company: \_\_\_\_\_

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

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

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

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

**BUYER:** \_\_\_\_\_

Authorized Signature \_\_\_\_\_

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

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

Company: \_\_\_\_\_

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

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

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

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

**Fax executed agreement to Matt McGregor or Bill Condon at 206.223.1427  
or email to [matt.mcgregor@colliers.com](mailto:matt.mcgregor@colliers.com) or [bill.condon@colliers.com](mailto:bill.condon@colliers.com).  
cc: [bethany.henderson@colliers.com](mailto:bethany.henderson@colliers.com)**