CONFIDENTIALITY AGREEMENT

For Signature By Prospective Purchaser and its Agent

3701 South Norfolk Street, Seattle, WA ("Property")

This Confidentiality Agreement (this "Agreement") will serve to confirm our understanding and agreement concerning certain material, data and information (herein "Evaluation Materials") which the Property's owner and/or its affiliates, agents, advisors or consultants (all such persons and entities being collectively referred to herein as "Owner") will make available to us in connection with a possible purchase by us of the Property. Owner is prepared to furnish us with the Evaluation Materials in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Materials confidentially and confirm certain representations to Owner. Therefore, as a prerequisite to Owner furnishing to us the Evaluation Materials, 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 (i) keep all Evaluation Materials strictly confidential, and (ii) not photocopy or duplicate the Evaluation Materials or any part thereof; provided however, that any of such Evaluation Materials may be disclosed to our directors, officers or employees as well as our counsel, accounting firms and financial institution (collectively, "Representatives") who need to know such information for the purpose of assisting us with our possible purchase of the Property. All such Representatives shall be informed by us of the confidential nature of such information and its coverage by this Agreement, and Representatives shall be directed by us to treat such information with strict confidence. We understand and acknowledge that we shall be responsible and liable for the failure of any Representative to comply with the terms and conditions of this Agreement. We and our Representatives agree to not communicate with any occupant of the Property regarding the Property, its occupancy thereof, or any related matter without the prior written consent of Owner. In the event that we are required and/or legally compelled to disclose portions of the Evaluation Materials to the extent required to comply with any laws or court order or proceedings, we shall notify Owner in advance of such disclosure. We will keep a record as to the exact location of all Evaluation Materials and all copies thereof. We will promptly, upon Owner's request, deliver to Owner or destroy all Evaluation Materials furnished to us, whether furnished before or after the date of this Agreement, without retaining copies thereof. The confidentiality of the Evaluation Materials will not apply to information that (a) is now or hereafter becomes generally known or available to the public, through no act or omission on our part or any other person with whom we have shared such information, including any Representatives; (b) can be shown by documentation to have been known by us, without restriction as to use or disclosure, prior to receiving such information from Owner; (c) is rightfully acquired by us from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (d) can be shown by documentation to have been independently developed by us from information described in the foregoing clauses (a) – (c).

2. Although Owner has endeavored to include in the Evaluation Materials information which it believes to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither Owner, Colliers nor any of its respective officers, agents, advisors, representatives or principals ("Related Parties") has made, will make or will be deemed to have made any representations or warranties, express or implied, to us as to the accuracy, reliability, or completeness of the Evaluation Materials or any of their contents, and no legal commitment or obligation shall arise by reason of the Evaluation Materials or their contents, unless otherwise expressly stated in a definitive written agreement. The financial information and projections contained in the Evaluation Materials, which Colliers has not independently verified, are based upon assumptions relating to the general economy, competition, and other factors beyond the control of Owner, and therefore, are subject to material variation. We acknowledge and agree that neither Colliers nor Owner make any representation or warranty, express or implied, that actual results will conform to such projections. We agree that Owner and Colliers shall not have any liability to us as a result of our use of or reliance on the Evaluation Materials and it is understood that it is solely our responsibility to perform such due diligence investigations and inspections of the Property as we deem necessary or desirable and as permitted by agreement with Owner. We release and hold harmless the Owner, Colliers and their Related Parties, jointly and severally, without limitation, from and against any and all liability with respect to the accuracy, reliability or completeness of the Evaluation Materials or their content, except to the extent expressly provided in a definitive written agreement, and any and all actions, suits, claims, demands, losses, costs, and expenses, including attorneys' fees and disbursements arising out of or in any way related to the use or further distribution of the Evaluation Materials supplied in accordance with the terms of this Agreement.

3. We understand and acknowledge that money damages may not be a sufficient remedy for any breach by us of this Agreement and that Owner shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by us or our Representatives of this Agreement, but shall be in addition to all other remedies available at law or equity to Owner, and we acknowledge that in the event of any breach or threatened breach of this Agreement by us or any of our Representatives with respect to this Agreement, Owner will be entitled to seek injunctive and/or other preliminary equitable relief and that we

will not contest such injunctive relief on the grounds that the Owner did not suffer irreparable harm. It is further understood and agreed that no failure or delay by Owner in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

4. We understand and acknowledge that Owner shall have no legal commitment or obligations to any entity reviewing the Evaluation Materials or making an offer to purchase the Property unless and until a final and binding written agreement for the purchase of the Property has been fully executed, delivered, and approved in writing by Owner, following all necessary governmental approvals, and its legal counsel and any conditions to Owner's obligations thereunder have been satisfied or waived in writing. This Agreement does not obligate Owner to deal exclusively with us to enter into a sale agreement, and Owner shall have the right, in its sole and absolute discretion, to negotiate the sale of the Property with one or more parties at any time.
5. 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 prior to our receipt of the Evaluation Material and that we fully agree to compensate our broker or agent. Neither Colliers nor the Owner are or will be responsible for any compensation to be paid to our broker or agent.
6. 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.
7. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which constitute one and the same instrument. Delivery of an electronic signature or an executed signature page by electronic transmission is as effective as delivery of an original signed counterpart. Each party hereto waives any defenses to the enforceability of the terms of this Agreement based on the foregoing forms of signature.

BUYER'S AGENT:	**BUYER:**
Authorized Signature	Authorized Signature
Name:	Name:
Title:	Title:
Company:	Company:
Phone:	Phone:
E-Mail:	E-Mail:
Address:	Address:
Date:	Date:

Please email your executed agreement to Matt McGregor, Bill Condon and Bethany Henderson.
matt.mcgregor@colliers.com or bill.condon@colliers.com.
cc: bethany.henderson@colliers.com