



# Clearview Plaza, Snohomish, WA

## BROKER CONFIDENTIALITY AGREEMENT

Colliers International and First Western Properties have been appointed by the "Owner" as exclusive agents to arrange for a sale of **Clearview Plaza**, located in **Snohomish, WA** ("Property"), and has prepared an offering prospectus which describes this real estate investment for a prospective investor. The information, which is contained in the offering prospectus (other than that which is public knowledge), is confidential in nature ("Confidential Information"). Should the undersigned wish to obtain a copy of this offering prospectus, please sign this Agreement where indicated below acknowledging your agreement to the following.

- A. You agree the Confidential Information contained in the offering prospectus will not be used by you in any way detrimental to the Owner or Colliers International/First Western. You will use the Confidential Information solely for the purpose of evaluating the acquisition of the Property. Therefore, the Confidential Information will be kept confidential by you and photocopying is strictly prohibited other than for your own personal use or the use of your employees, advisor, lender, or consultants ("Permitted Parties") who need to know for evaluating a possible purchase. All Permitted Parties shall be informed by you of the confidential nature of the materials and shall be required to execute this Agreement in counterpart prior to receiving such Confidential Information. You agree to defend, indemnify and hold Owner and Colliers International/First Western harmless from and against all loss, damage or expense sustained or incurred by Owner and Colliers International/First Western by reason of any unauthorized distribution or disclosure of the Confidential Materials by you or any of the Permitted Parties. At the request of the Owner, all Confidential Information shall be returned to Colliers International/First Western if you do not complete a purchase of the Property.
- B. You are aware that Colliers International/First Western is authorized to represent Owner for the purpose of effecting a sale of the Property, and all negotiations shall be conducted through Colliers International/First Western. You understand that Colliers International/First Western may be negotiating on behalf of other prospective purchasers. You also acknowledge that the broker or agent listed below will obtain his fee from the prospective purchaser and no fee shall be due from the owner of the property or Colliers International/First Western.
- C. You will not, without prior consent from the Owner, contact any lender, tenant or manager of the Property with respect to the information.
- D. You acknowledge that neither Owner nor Colliers International/First Western have made any representations or warranty as to the accuracy or completeness of the materials and these materials are subject to, among other things, correction of errors and omissions, deletions or change in terms.
- E. The offering prospectus would not be furnished to you in the absence of this Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of California and the State of Washington.
- F. If a Prospective Investor has been registered in duplicate by more than one Broker/Agent, a written confirmation by the Prospective Investor acknowledging their choice of representation may be required.

Please signify your acceptance and approval of this Agreement by executing where indicated below.

Kindly email a signed copy to: **Ryan Marn - Email: [rmarn@fwp-inc.com](mailto:rmarn@fwp-inc.com)**

**AGREED AND ACCEPTED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020:**

**PROSPECTIVE INVESTOR (REQUIRED)**

**BROKER / AGENT**

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

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

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

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

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

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

City/ St/ Zip: \_\_\_\_\_

City/ St/ Zip: \_\_\_\_\_

Phone & Fax Number: \_\_\_\_\_

Phone & Fax Number: \_\_\_\_\_

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

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

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

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