

CONFIDENTIALITY AGREEMENT – PRINCIPAL & BROKER
COMMERCIAL BROKER ASSOCIATION NDA FOR CONFIDENTIAL KIDDER MATHEWS LISTINGS

To: Kelly Gaddis
Kidder Mathews
500 108th Avenue NE, Suite 2400, Bellevue, WA 98004
E-mail: kelly.gaddis@kidder.com

Re: Confidential Business Opportunity CBA Name and Number: **700942: Confidential Seattle Mexican Restaurant Chain**

The undersigned ("Prospective Purchaser" defined as "PP") has requested that various materials, documents, information, and other matters regarding the CBA Confidential Business Opportunity ("Business Information") be delivered and disclosed to PP. As a condition to, and in consideration of, the delivery and disclosure of the Business Information to PP, PP agrees as follows:

1. **Purpose:** PP has been advised that Kidder Mathews has been retained on an exclusive basis by the Seller with respect to the offering for sale of the Business. The Seller has indicated that all inquiries and communications with respect to the contemplated sale of an interest in the Business be directed to Kidder Mathews.
2. **Confidentiality:** PP is active as a principal and agree to use the Business Information only for the purpose of evaluating its desire to make an offer to purchase the Business, and not for any other purpose whatsoever. PP agrees that all of the Business Information is confidential and that PP shall not disclose any of the Business Information in any manner whatsoever, except as provided in this agreement including to the extent that the Business Information is (a) generally publicly available through means other than delivery or disclosure by you or your affiliates, or (b) required to be disclosed by law. Promptly after request by you, PP shall return all Business Information and all copies thereof to you. Notwithstanding the foregoing, (i) PP may retain one copy of the Business Information in its legal files to the extent such Business Information formed a part of any minutes or resolutions of PP's (or any of its affiliates') board of directors or documents referred to therein and such minutes, resolutions or documents must be saved for legitimate compliance purposes; and (ii) PP may retain electronic records (such as emails and computer files) containing Business Information to the extent they are automatically backed up to a storage device as part of customary generally applicable document retention policies, provided that such electronic records are not accessible in the ordinary course of business by any person other than information technology personnel. Any Business Information retained pursuant to the preceding sentence will continue to be subject to the terms of this Agreement. PP agrees not to (a) disclose to any person or party (other than our institutional lenders, accountants, employees, legal counsel, and consultants) any Business Information or the fact that discussions or negotiations are taking place concerning the possible acquisition of the Business, and (b) contact any employee, tenant, lender, or partner in the Business regarding the possible acquisition without the prior written consent of Kidder Mathews.
3. **Indemnity:** PP agrees to indemnify, defend and hold harmless Kidder Mathews and Seller, and their respective partners, members, shareholders and employees of each of them, against any loss, liability or expense, including attorneys' fees, arising out of any breach of the terms of this agreement by PP.
4. **Disclaimer and Waiver:** PP acknowledges that neither Seller, Kidder Mathews nor any of their representatives makes or have made any representations or warranties regarding the accuracy or completeness of the Business Information.
5. **Binding Agreement:** Upon execution hereof, this agreement shall be a binding agreement between PP and Kidder Mathews for a period of two (2) years.
6. **Fees:** PP acknowledges that each party shall be responsible for paying fees to their own consultants and agents. PP acknowledges that PP is represented by the real estate agent indicated below. However, Seller shall compensate Purchaser's Agent in connection with Prospective Purchaser's acquisition of the Business with a fee as listed on CBA.

Prospective Purchaser acknowledgement

Accepted and Agreed to on _____.

By: _____
Printed Name: _____
Title: _____
Company: _____
Address: _____
Phone: _____ Email: _____

Purchaser's Agent acknowledgement if applicable

Accepted and Agreed to on _____.

By: _____
Printed Name: _____
Title: _____
Company: _____
Address: _____
Phone: _____ Email: _____

Please return via e-mail to kelly.gaddis@kidder.com