



REGISTRATION/CONFIDENTIALITY AGREEMENT

For Signature By Prospective Purchaser

Westport Winery

We have advised you (the Potential Purchaser) that Colliers International ("Broker") has been retained by the Owner as the exclusive listing agent for the **Westport Winery** ("Property"). 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 Property. You are further advised that the Owner has instructed that all inquires concerning the Property and all communications with respect to the sale of such Property be directed to the Brokers, **attention Arvin Vander Veen of Colliers International**. You are advised NOT TO CONTACT 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 Material 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. Owner and Colliers International expressly reserve the right in their sole discretion to reject any or all proposals or expressions of interest in the property and to terminate discussions or negotiations with any party at any time with or without notice.
3. 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 they have not been independently verified by Colliers International. 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. Analysis and verification of all information contained in these materials is solely your responsibility. The Property should be considered in "as is", where is with all faults" condition. Any determination of the physical or functional condition of the Property is your sole responsibility.
4. 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. In the event there is any broker involved in the sale of the property other than the Listing Agent, Colliers International, then such other broker shall not be Seller's agent nor the sub-agent of Colliers International, but shall be the agent, if at all, agent of the Buyer and shall be paid by the Buyer.
5. No on-site access, inspections, tours, and no contact with the onsite staff at the Property are permitted without the express consent of Owner through Colliers International in advance.
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.

Agreed and Accepted on this _____ day of _____, 20__

BUYER:

By: _____
(signature)

(please print name)

Title: _____

Company: _____

Address: _____

Phone: _____

Email: _____

BUYER'S AGENT:

By: _____
(signature)

(please print name)

Title: _____

Company: _____

Address: _____

Phone: _____

Email: _____

**** SCAN OR EMAIL AGREEMENT TO ARVIN.VANDERVEEN@COLLIERS.COM ****