

CONFIDENTIALITY AGREEMENT - BROKER

To: Steve Schwartz or Greg Inglin
Pacific Real Estate Partners, Inc.
225 – 108th Avenue NE, Suite 550
Bellevue, WA 98004
Fax: (425) 974-4020

**Re: Madison Center (2800 – 2812 E Madison Street)
Seattle, Washington (“Property”)**

We have requested that various materials, documents, information, and other matters regarding the Property (“Property Information”) be delivered and disclosed to us by you. As a condition to, and in consideration of, the delivery and disclosure of the Property Information by you to us, we agree as follows:

1. **Purpose:** We the undersigned have been advised that Pacific Real Estate Partners, Inc. has been retained on an exclusive basis by the Seller with respect to the offering for sale of the Property. The Seller has indicated that all inquiries and communications with respect to the contemplated sale of an interest in the Property be directed to Pacific Real Estate Partners, Inc.
2. **Confidentiality:** We, the undersigned, are active as a broker and agree to use the Property Information only for the purpose of evaluating our desire to make an offer to purchase the Property, and not for any other purpose whatsoever. We agree that all of the Property Information is confidential and that we shall not disclose any of the Property Information in any manner whatsoever, except to the extent that the Property 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, we shall return all Property Information and all copies thereof to you. We agree not to (a) disclose to any person or party (other than our institutional lenders, employees, legal counsel, and consultants) the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property, and (b) contact any tenant, lender, or partner in the Property regarding the possible acquisition without the prior written consent of Pacific Real Estate Partners and the Seller.
3. **Indemnity:** We agree to indemnify, defend and hold harmless Pacific Real Estate Partners, Inc. and Seller, and the 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.
4. **Disclaimer and Waiver:** We acknowledge that neither you nor any of your representatives makes or have made any representations or warranties regarding the accuracy or completeness of the Property Information.
5. **Commission:** Prospective Purchaser acknowledges that the total fee paid to the Prospective Purchaser’s broker shall be 1.5%.
6. **Binding Agreement:** Upon execution hereof, this agreement shall be a binding agreement between us, Pacific Real Estate Partners, Inc. and the Seller.

Accepted and Agreed to on _____, 2007

Broker acknowledgement

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____

City, St, Zip: _____

City, St, Zip: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Please return via facsimile to either Broker listed above