

Please execute and return via fax to:

Buzz Ellis & Paige Morgan
Pacific Real Estate Partners, Inc.
1 SW Columbia St, Suite 850
Portland, OR 97258
Fax: (503) 972-8001

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is entered into as of _____, 2008, between _____, a _____ (hereinafter referred to as “**Recipient**”), and CF Portland Office LP, a Delaware Limited Partnership (the “**Company**”).

WHEREAS, Recipient seeks to engage in the acquisition of Willamette Wharf (the “Acquisition”) from the Company, and Recipient desires in connection with the Acquisition to receive confidential and proprietary information, some of which information may be protected trade secrets, concerning the Company and the business, financial condition, operations, assets and liabilities of the Company; and

WHEREAS, the Company is willing to provide such confidential, proprietary, and trade secret information to Recipient on the condition that such information is protected from unauthorized use and disclosure as provided in this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **Confidential Information.** All information whether written, in electronic form, or oral which is provided by the Company, the Company’s affiliates, or their officers, employees, agents, directors or advisors (the officers, employees, agents, directors or advisors of either party shall be known as a party’s “**Representatives**”) to Recipient, directly or indirectly, including, without limitation, all information concerning the business, financial condition, operations, assets and liabilities of the Company or agreements, analyses, compilations, forecasts, studies, capabilities, specifications, customer information, supplier information, business plans, marketing plans, or other documents prepared or provided by the Company or its Representatives, which contain or otherwise reflect such information, or any portion thereof, or notes, analyses, compilations, studies, interpretations or other documents prepared by Recipient which contain or reflect such information, shall be and are hereby deemed to be, confidential and proprietary information of the Company subject to the provisions of this Agreement (“**Confidential Information**”). Recipient hereby acknowledges that Company has delivered, is delivering, and will deliver Confidential Information to Recipient in reliance upon the promises, agreements and undertakings of Recipient contained in this Agreement, and on the continuing condition that Recipient fully complies with such promises, agreements and covenants.

2. Prohibition of Use or Disclosure; Indemnity. Recipient will not, without the prior written consent of the Company, (a) use any portion of the Confidential Information (or make copies thereof) for any purpose other than the Acquisition, (b) disclose any portion of the Confidential Information to any persons or entities other than as necessary for the Acquisition, or (c) make or permit to be made any public disclosure that Recipient is having or has had discussions with the Company or that the Company has delivered Confidential Information to Recipient unless required in the opinion of Recipient's outside counsel to be disclosed. Recipient may provide Confidential Information to Recipient's Representatives provided any such Representative (i) is provided with a copy of this Agreement, and (ii) agrees to be bound by the terms hereof to the same extent as if they were parties hereto. In any event, Recipient shall be responsible for any breach of this Agreement by Recipient's Representatives and Recipient shall, at Recipient's sole expense, take all reasonable measures (including but not limited to court proceedings) to restrain Recipient's Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. In addition, Recipient shall hold the Company and the Company's Representatives harmless from, and indemnify and defend such parties against, all losses, claims, damages, costs, charges and expenses, including reasonable attorneys' fees and other professional fees that may be incurred or suffered by any of such indemnified parties in connection with a breach of this Agreement and/or its enforcement.

3. Excluded Information. The information delivered to Recipient shall not be deemed Confidential Information if (a) such information is generally available to the public other than as a result of unauthorized disclosure by Recipient or persons to whom Recipient has made the information available, (b) disclosure of such information is specifically authorized in writing by the Company, (c) was within Recipient's possession prior to its receipt from the Company, or (d) such information is required to be disclosed by Recipient as provided in Section 5 after compliance by Recipient with the provisions of such Section 5.

4. Return of Proprietary Information. Confidential Information furnished pursuant to this Agreement by the Company shall remain the property of the Company and shall, at the Company's request, forthwith be returned to the Company or destroyed, together with all copies made by Recipient (in whatever form) and by anyone to whom such Confidential Information has been made available by Recipient. Notwithstanding the return or destruction of the Confidential Information, Recipient will continue to be bound by Recipient's obligations of confidentiality and other obligations hereunder.

5. Actions Seeking Disclosure. In the event of any legal action or proceeding or asserted requirement under applicable law or government regulations calling for disclosure of Confidential Information furnished hereunder, Recipient shall forthwith notify the Company. If Recipient is compelled to disclose Confidential Information, Recipient will comply with the Company's reasonable requests regarding the content and timing of any disclosure.

6. Absence of License or Warranty. No license of or other interest in Confidential Information shall be deemed to have been granted by the Company hereunder. The Company makes no representation, warranty or assurance under this Agreement as to the accuracy or completeness of the Confidential Information furnished or to be furnished, its sufficiency for any purpose, or the absence of any conflict or infringement of the patent, intellectual property or

other rights of other parties and disclaims any and all liability that may be based on the Confidential Information, errors therein or omissions therefrom.

7. Due Care. It is understood and agreed that damages are not a sufficient remedy to Company for any breach of this Agreement. Accordingly, in addition to any other remedies which the Company may have at law or in equity, Recipient hereby agrees that the Company shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach of this Agreement, without, in any case, proof of actual damages or the necessity of posting a bond.

8. Attorneys' Fees. If either party institutes a suit against the other for violation of or to enforce any covenant or condition of this Agreement, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest or rights, the prevailing party shall be entitled to all of its costs and expenses, including reasonable attorney's fees.

9. Authority. The Company warrants and represents that the individual executing, this Agreement on behalf of the Company is authorized to do so on behalf of the Company, this Agreement is binding upon and enforceable against the Company. Similarly, Recipient warrants and represents that the individual executing this Agreement on behalf of Recipient is authorized to do so on behalf of Recipient, and this Agreement is binding upon and enforceable against Recipient.

10. Miscellaneous. No amendment of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment or waiver is sought. No delay or failure at any time on the part of the Company in exercising any right, power or privilege under this Agreement, shall impair any such right, power or privilege, or be construed as a waiver of such provision, or shall affect the right of the Company thereafter to enforce every provision of this Agreement in accordance with its terms. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas (excluding the choice of law rules thereof) and each of the undersigned hereby consent to the jurisdiction of the State and Federal Courts of Texas in respect hereof. This Agreement may be executed in separate identical counterparts.

11. Commission: Recipient acknowledges and agrees to inform any broker engaged by Recipient, that if a broker represents Recipient in connection with the acquisition of the Properties, such broker must look solely to Recipient for any and all compensation in connection with the acquisition of the Properties.

IN WITNESS WHEREOF, the undersigned have duly executed this Confidentiality Agreement as of the day and year hereinabove set forth.

RECIPIENT:

_____, a(n)

By: _____
Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____
City: _____
State: _____
Zip: _____

BROKER: (if applicable)

_____, a(n)

By: _____
Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____
City: _____
State: _____
Zip: _____

Please return via fax to 503-972-8001