

Confidentiality Agreement

Tacoma Rhodes Center
950 and 944 Broadway and 949 Market Street, Tacoma

The undersigned has been advised that NAI Puget Sound Properties has been retained on an exclusive basis by State of Washington ("Owner") with respect to the sale of Property. Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to NAI Puget Sound Properties.

NAI Puget Sound Properties has available for review certain information ("Confidential Information") concerning Property. On behalf of Owner, NAI Puget Sound Properties may make such Confidential Information available to the undersigned upon execution of the Confidentiality Agreement. The Confidential Information is intended solely for your own limited use in considering whether to pursue negotiations to invest in Property. This is not an agreement to sell the Property, nor an offer of sale. No agreement binding upon Owner of Property, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until Owner of Property enters into a formal binding agreement of sale.

The Confidential Information contains brief selected information pertaining to the business and affairs of Owner, and has been prepared by NAI Puget Sound Properties primarily from information supplied by Owner. It does not purport to be all-inclusive or to contain all the information which a prospective purchase may desire. Neither NAI Puget Sound Properties nor Owner make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto.

By executing the Confidentiality Agreement you agree that the Confidential Information provided is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone else to disclose the Confidential Information to any person firm, or entity without prior written authorization of Owner or NAI Puget Sound Properties, except that the information may be disclosed to your partners, employees, legal counsel, and lenders, or pursuant to a court order. Owner expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in Property and to terminate discussions with any party at any time with or without notice. The undersigned hereby agrees to return the Confidential Information to NAI Puget Sound Properties immediately if negotiations are not pursued or upon cessation of any negotiations or demand by NAI Puget Sound Properties.

The undersigned parties hereby acknowledge that they have not dealt with any broker other than NAI Puget Sound Properties regarding the acquisition of Property, or if they have, the undersigned parties hereby agree to indemnify Owner and NAI Puget Sound Properties against any compensation, liability, or expense arising from claims by any other broker or other party (excluding NAI Puget Sound Properties listing team) in connection with the sale of Property.

In the event that a sales transaction closes between Seller and Reviewing Entity, then Sellers appoint NAI Puget Sound Properties to share with the Buyer's Broker/Selling Office a commission of 0.75% of the selling price.

If in agreement with the foregoing, please return one a signed copy of this Agreement to:

Bob Bencze, CCIM
NAI PUGET SOUND PROPERTIES
1420 Fifth Avenue, Suite 2670
Seattle, WA 98101
bbencze@nai-pp.com
Fax: (425) 455-9138

Kim Marvik
NAI PUGET SOUND PROPERTIES
1015 'A' Street, Suite 101
Tacoma, WA 98402
kmarvik@nai-pp.com
Fax: (253) 203-1333

POTENTIAL PURCHASER:

ACKNOWLEDGED & AGREED

(BROKER ACKNOWLEDGEMENT IF APPLICABLE)
ACKNOWLEDGED & AGREED

By: _____
(signature)

By: _____
(signature)

(please print name)

(please print name)

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Fax: _____

Fax: _____