

# REAL ESTATE CONFIDENTIALITY AGREEMENT

For:

777 NW Wall Street, Bend, OR 97703

This Agreement is provided by the undersigned, including its owners, officers, directors, partners, employees, agents and representatives (collectively, the "Undersigned") to and for the benefit of the Owner (collectively the "Owner") and Compass Commercial, Inc. (the "Broker") in connection with discussions and the disclosure of certain information and materials regarding the potential acquisition (the "Proposed Transaction") of that certain property located at 777 NW Wall Street and described above (the "Property"). In connection with such discussions, the Owner and Broker may provide the Undersigned with information and materials, which are considered to be of a confidential nature. With respect to the disclosure and treatment of any such confidential information or material, the Undersigned hereby agrees to the following provisions:

1. Confidentiality. Any confidential information received by the Undersigned from the Broker or Owner in connection with the Proposed Transaction shall not, without the Owner's prior written consent, be disclosed by the Undersigned in any manner whatsoever, directly or indirectly, in whole or in part, and shall not be used by the Undersigned for any purpose other than evaluating the Proposed Transaction. The Undersigned agrees to reveal such information only to those of its contractors, representatives, agents or employees who need to know such information for the purpose of evaluating the Proposed Transaction and who are informed by the Undersigned of the confidential nature of the information and are directed to comply with the terms and conditions contained herein.

Without the Owner's prior written consent, except as required by law, and then only after prompt notice to the Owner of the Undersigned's intention to disclose, the Undersigned shall not disclose to any person the fact that such information has been made available, that discussions or negotiations are taking place or have taken place concerning the Proposed Transaction, or any of the terms, conditions or other facts with respect to the Proposed Transaction, including the status thereof.

All confidential information received by the Undersigned from the Broker, Owner or their respective representatives and employees, shall be immediately returned to the Owner upon its request and at no cost to the Owner. Any confidential information which has been incorporated into any other materials, including but not limited to, all analyses, compilations, forecasts, studies or other documents prepared by the Undersigned shall be retained by the Undersigned and kept confidential and subject to the terms of this Agreement, or destroyed upon the request of the Owner and at no cost to the Owner.

Confidential information shall include, without limitation, information or material on the Property which is designated by the Broker and/or Owner as confidential, proprietary, not generally known about the Owner or it's the Property, or which relates to strategies, plans or contemplated actions by the Owner.

2. Limitations on Confidentiality. Notwithstanding the foregoing, the restrictions on confidentiality noted above shall not be applicable to: (i) the Undersigned's obligation to disclose any such information pursuant to a request or order under applicable laws and regulations or pursuant to a subpoena or other legal process; provided, however, the Undersigned shall provide the Owner with prompt oral and written notice identifying the confidential information it intends to disclose so that the Owner may, if it so desires, obtain a protective order; (ii) the Undersigned's obligation to disclose any confidential information to financial institutions, auditors, counsel or other advisors of the Undersigned for the purposes of evaluating the Proposed Transaction; (iii) the Undersigned's right to use any such confidential information in connection with the Proposed Transaction; and (iv) any such confidential information that becomes part of the public domain independently of any act of the Undersigned not permitted hereunder (through publication or otherwise) or when identical or substantially similar information is received by the Undersigned without restriction as to its disclosure or use.

3. Miscellaneous.

(i) It is understood and agreed that no failure or delay by the Owner or Broker in exercising any right, power, or privilege hereunder shall operate as a waiver of such right or privilege. The Undersigned recognizes that any breach of this Agreement or threatened breach will result in irreparable injury to the Owner and Broker. Accordingly, the Undersigned agrees in advance to the granting of injunctive or other equitable relief in favor of the

Owner and Broker. Such injunctive or equitable relief will not be the exclusive remedy for a breach of this Agreement, but in addition to all other remedies available at law or in equity.

(ii.) The Owner expressly reserves the right, at its discretion, to reject any and all expressions of interest or offers to purchase the Property and/or to terminate discussions with any entity at any time with or without notice. The Owner shall have no legal commitment or obligation to any entity reviewing the confidential information or making an offer to purchase the Property unless and until written agreement(s) for the purchase of the Property has been fully executed, delivered and approved by the Owner and any conditions to the Owner's obligations thereunder have been satisfied or waived. Although the confidential information and other related materials have been prepared in good faith and are believed to be accurate, neither the Owner nor the Broker shall be deemed to have made any express or implied representation or warranty regarding the information contained therein.

(iii) In the event of any dispute between the parties hereto relating to this Agreement, the prevailing party shall be entitled to collect its reasonable attorneys' fees and costs from the other party.

(iv) This Agreement constitutes the entire agreement among the parties with respect to the matters described herein and may not be modified except by a writing signed by each of the parties hereto.

(v) This Agreement shall be construed in accordance with the laws of the State of Oregon. The Undersigned acknowledges and agrees to the jurisdiction of the Federal and State courts located in the State of Oregon in the City of Bend and agrees that such venue is the sole appropriate venue for the settlement of any disputes hereunder. The Undersigned agrees to indemnify, hold harmless and defend the Owner, Broker and each of their respective partners, employees, officers, directors, agents and representatives from any suit, injury, liability, cost or expense (including reasonable attorneys' fees) arising from or relating to any breach by the Undersigned of its obligations under this Agreement.

HEREBY AGREED AND ACCEPTED:

THE UNDERSIGNED:

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_