

THORTON CREEK MEDICAL DENTAL CENTER

CO-BROKER REGISTRATION / CONFIDENTIALITY AGREEMENT

We hereby advise you that **The Andover Company, Inc. ("Andover")**, only through its agents, Brian Bruininks, CCIM ("Listing Agent") has been retained on an exclusive basis by the "Owner" with respect to the offering for sale of Thorton Creek Medical Dental Center, 320 NE 97th Street, Seattle, WA (the "Property"). You are further advised that the Owner has indicated that all inquiries and communications with respect to the sale of the Property be directed to Andover and its Listing Agents only.

Andover and the Listing Agent have available for your review certain Evaluation Material concerning the sale of the Property (collectively, the "Evaluation Material"). You agree that Andover and the Listing Agent will not make such Evaluation Material available to you unless you have executed this letter and thereby agreed to be bound by its terms. The Owner, Andover and the Listing Agent are prepared to provide the Evaluation Material for your consideration, subject to the conditions set forth below.

The Evaluation Material will be used solely for the purposes of evaluating a possible transaction between the Owner and Prospective Purchaser and will be kept confidential by Prospective Purchaser and Co-Broker, except that Prospective Purchaser may disclose the Evaluation Material or portions thereof to your directors, officers, employees, representatives or your advisors (the persons to whom such disclosure is permissible being collectively referred to herein as "Representatives") who need to know such Evaluation Material for the purpose of evaluating the possible acquisition of the Property. Prospective Purchaser shall inform its Representatives of the confidential nature of the Evaluation Material, and prior to disclosure of the Evaluation Material or any portion thereof to such Representatives, and Prospective Purchaser, Co-Broker and Representatives will not disclose such Evaluation Material to any other person. Prospective Purchaser agrees to be responsible for any breach of this Co-Broker Registration/Confidentiality Agreement by Prospective Purchaser, Co-Broker or Representatives.

- A. **Co-Broker:** Prospective Purchaser hereby designates the undersigned Co-Broker as a buyer's broker, and authorizes Andover to enter into a Co-Broker Commission and Confidentiality Agreement with such Co-Broker. Prospective Purchaser and Co-Broker represent and warrant to Andover and Owner that Co-Broker is the only cooperating buyer's broker or agent representing Prospective Purchaser with respect to the proposed sale of the Property.
- B. **Commission:** Prospective Purchaser and Co-Broker (if any) understand that Owner will pay an additional commission to a properly registered Co-Broker whose Prospective Purchaser is successful in purchasing the Property. The total commission amount to the Co-Broker will be One and one-half percent (1.5%) of the net sales price. Notwithstanding the above, any such Co-Broker agrees to look solely to Broker pursuant to a separate Co-Broker Commission and Confidentiality Agreement which must be entered into between Broker and Co-Broker for the payment of its fee in connection with this transaction and agrees to waive any claim it has or may have against Owner or Broker for payment of any commission, fee or compensation or any portion thereof, except as may be specifically set forth in said Co-Broker Commission and Confidentiality Agreement.
- C. **Responsibility for Co-Broker:** Prospective Purchaser is hereby advised that Andover is acting on behalf of Owner as its exclusive agent in connection with the proposed sale of the Property. If the Prospective Purchaser has designated a Co-Broker to act as buyer's agent in this transaction, and should the Prospective Purchaser be the purchaser of the Property, Prospective Purchaser agrees that Prospective Purchaser is solely responsible for Co-Broker's actions with regard to Prospective Purchaser's dealings regarding the Property.
- E. **Indemnification:** Prospective Purchaser agrees to indemnify, hold harmless and defend (by counsel acceptable to Andover and Owner) Andover, Owner and their respective affiliates, successors and assigns, advisors, agents, representatives, shareholders, employees, officers and directors against any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any broker, finder or similar agent (including but not limited to a cooperating buyer's broker who is not a party to a fully executed Co-Broker Commission and Confidentiality Agreement) for commissions, fees or other compensation for bringing about any investment in the Property by Prospective Purchaser if such claim or claims are based in whole or in part on dealings with Prospective Purchaser or any of its affiliates, advisors, agents, representatives, shareholders, employees, officers or directors. Prospective Purchaser's indemnity obligations under this Agreement shall survive the termination of this Agreement or the discontinuation or the consummation of the sale of the Property by Owner.
- F. **No Assignment by Co-Broker:** Without the prior written consent of Andover, Co-Broker shall not have the right to assign, transfer or convey any of its rights, title, or interest hereunder, nor shall it have the right to delegate any of the obligations or duties required to be kept or performed by it hereunder, except to an entity controlled by or which controls Co-Broker. Any assignment in violation of this paragraph shall be null and void.

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- G. **Governing Laws;** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts of law considerations, and applicable federal laws and regulations.
- H. **Entire Agreement;** This Agreement sets forth the entire agreement and understanding between the parties regarding the subject matter of this Agreement and supersedes all prior agreements and understandings.
- I. **Authority;** Each of the undersigned signatories represents that he or she is duly authorized to execute this Agreement on behalf of the entity for which he or she is signing.
- J. **Survival of Terms;** Termination of this Agreement for any reason shall not release any party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed will survive any such termination or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination.
- K. **Disclaimer of Warranty.** Neither Andover nor Owner has made or makes any warranty, whether express, implied, or statutory, with respect to any confidential Evaluation Material provided to Prospective Purchaser or Co-Broker and neither Andover nor Owner accepts any responsibility for any expenses, losses, or actions incurred or undertaken by Co-Broker, Prospective Purchaser or any authorized persons as a result of the receipt or use of, or reliance on, such confidential Evaluation Material.

**This Agreement must be signed by both Co-Broker and Prospective Purchaser and returned to:
Brian Bruininks, 900 SW 16th Street, Suite 100, Renton, WA 98057
Fax (206) 246-9229, E-mail: bbruininks@andoverco.com, bdennehy@andoverco.com**

Agreed by Prospective Purchaser:

Agreed by Co-Broker:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____

Phone: (_____) _____

Phone: (_____) _____

Fax: (_____) _____

Fax: (_____) _____

E-mail: _____

E-mail: _____

Date: _____

Date: _____

**PLEASE SIGN AND RETURN BOTH PAGES
NO COVER SHEET IS REQUIRED**