CONFIDENTIALITY AGREEMENT

This **Confidentiality Agreement** ("Agreement") is executed this _____ day of _____, 20__,

By_____("Recipient").

CONFIDENTIAL INFORMATION: Seller through its agent **Norris & Stevens, Inc**. is providing access to certain information not generally known to the public. All such information shall be known as "Confidential Information."

NO DISCLOSURE: Recipient shall not at any time disclose, permit the disclosure of, release, disseminate, or transfer, whether orally or by any other means, any part of such Confidential Information to any other person or entity, whether corporate, governmental, or individual, without the express prior written consent of Seller. Recipient shall return any written Confidential Information, and all copies made of such items, to Seller or its agent **Norris & Stevens, Inc**. upon written request of either. Recipient hereby agrees that such Confidential Information and any other documents provided may be used by Recipient only as authorized by Seller. Recipient shall not in any event disclose this Confidential Information to any of the employees related to the subject property or real estate brokers. Recipient shall not disclose to any on-site employees that the subject property is being offered for sale and/or that a transaction is contemplated.

PERMITTED DISCLOSURE: Recipient may reveal to third parties only the Confidential Information that is reasonably necessary to complete its due diligence as per any agreement reached for the purchase and sale of the subject property. All third-party recipients of the confidential information shall execute and deliver to Seller a separate confidentiality agreement.

APPLICABLE LAW: This Agreement shall be governed by federal law, and, to the extent that state law would apply under applicable federal law, the laws of the State of Oregon.

NO REPRESENTATION OR RELIANCE: The Seller makes no representation or warranty, expressed or implied, regarding any information provided to any party. All parties receiving information disclaim any reliance on such information and covenant to make their own investigation.

ATTORYNEY'S FEES: If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement or because of an alleged breach, default, or any other dispute in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover all reasonable attorney's fees and other costs incurred in such action or proceedings, in addition to any relief to which it may be entitled.

ENTIRE AGREEMENT: This Agreement is the entire agreement between the parties, the terms of which shall survive any termination of any contact between Recipient and Seller, and no other agreement whether oral, by action, or in writing, shall be a part of this Agreement.

Property: **Willamette 205 Corporate Center**

Address of Property: 1800 & 1830 Blankenship Road,
West Linn, OR 97068

_____	Blackhawk of Nevada, LLC
Recipient Name	**Seller Name**
Recipient Signature	**Seller Signature**
Title	**Title**
Address	1800 Blankenship Rd, Suite 200 West Linn, OR 97068 **Address**
Telephone	**Telephone**
Date	**Date**
Raymond Duchek 503-225-8492 **Broker Name** **Phone**	/ **Broker Signature** **Date**