

Broker Registration and Confidentiality Agreement

CBRE, Inc.

Ryan Watts, Harrison Wagenseil, Thomas Williams and Tom Holtz

Property:

707 SECOND AVENUE S

You (the "Broker") have advised CBRE, Inc. ("CBRE") that you wish to register a client with respect to the potential purchase of the Property. CBRE has been retained on an exclusive basis with respect to the offering for sale of **707 Second Avenue S, Minneapolis, MN 55402** ("Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to CBRE.

CBRE has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). CBRE will not make such Informational Materials available to the Broker or the Registered Potential Purchaser unless and until the Broker and the Registered Potential Purchaser have executed this agreement. On behalf of the Owner, CBRE is prepared to consider the Broker's registration of the undersigned principal (the "Registered Potential Purchaser"). Upon CBRE's receipt of this executed agreement, CBRE is prepared to provide the Informational Materials for the Registered Potential Purchaser's consideration in connection with the possible purchase of the property subject to the following conditions:

1. All Informational Materials relating to the Property which may be furnished to the Broker and the Registered Principal Purchaser by CBRE shall continue to be the property of the Owner and CBRE. The informational Materials will be used by the Broker solely for the purpose of presenting same to the Registered Potential Purchaser and may not be copied or duplicated without CBRE's written consent and must be returned to CBRE immediately upon CBRE's request or when the Registered Potential Purchaser terminates negotiations with respect to the Property.
2. Neither Broker nor the Registered Potential Purchaser will disclose the Informational Materials to any person other than the Registered Potential Purchaser, unless CBRE has approved in writing such disclosure, provided, however, that the Informational Materials may be disclosed to the Registered Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property. The Registered Potential Purchaser and such Related Parties shall be informed by the Broker of the confidential nature of the Informational Materials and must agree to keep all Informational Materials strictly confidential in accordance with this agreement. The Broker shall be responsible for any violation of this provision by the Registered Potential Purchaser or Related Party.
3. The Registered Potential Purchaser hereby authorizes the undersigned Broker ("Broker") to represent Registered Potential Purchaser as its broker with respect to the purchase of the Property. Registered Potential Purchaser represents to the Seller Parties that it has not had any discussions regarding the Property with any broker or agent other than Owner, Listing Broker and Broker. Registered Potential Purchaser acknowledges that it is a principal in connection with the purchase

of the Property and Registered Potential Purchaser and Broker hereby agree that it will not look to any of the Seller Parties for any commissions, fees or other compensation in connection with the sale of the Property.

4. The Broker represents and covenants that it is, and at the time of the consummation of any sale of the Property to the Registered Potential Purchaser will be a duly licensed real estate broker.

5. The Broker understands and acknowledges that CBRE and the Owner do not make any representation or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to CBRE by others and has not been independently verified by CBRE and is not guaranteed as to completeness or accuracy. The Broker agrees that neither CBRE nor the Owner shall have any liability for any reason to the Broker or the Registered Potential Purchaser or Related Parties resulting from the use of the Informational Materials.

6. The Broker hereby indemnified and saves harmless CBRE and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Broker or, the Registered Potential Purchaser, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property to the Registered Potential Purchaser.

7. The Broker acknowledges that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. Broker acknowledges that the Property is being offered without regard to race, creed, age, religion or national origin.

Complete the following form return to CBRE at msspcapitalmarkets@cbre.com.

Broker:

Hereby agreed and accepted, the undersigned:

Date:

First Name:

Last Name:

Title:

Company Name:

Address:

City, State & Zip:

Phone:

Fax:

E-mail:

Principal Name:

Broker Signs:

Registered Potential Purchaser:

Hereby agreed and accepted, the undersigned:

Date:

First Name:

Last Name:

Title:

Company Name:

Address:

City, State & Zip:

Phone:

Fax:

E-mail:

Broker Name:

Principal Signs:

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