

# CONFIDENTIALITY AGREEMENT

Interested Party understands and agrees, upon receipt of any and all documents and other information from Property Owner (“Materials”), that Property Owner does not warrant the accuracy of such materials, express or implied, but intends only to supply the Interested Party with materials which are in Property Owner’s possession, to be reviewed and evaluated at Interested Party’s discretion, including but not limited to any maps, diagrams or schematics of the Property, including, without limitation: (i) the quality, nature, adequacy and physical condition and aspects of the Property, including but not limited to, elevations, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, HVAC, plumbing, sewage and utility systems, facilities and appliances, if any; (ii) the quality, nature, adequacy and physical condition of the soils, geology and any groundwater; (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, if any; (iv) the development potential of the Property and the Property’s use, merchantability, or fitness or the suitability, value or adequacy of the Property for any particular purpose; (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property; (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vii) the presence of hazardous materials on, under or about the Property or the adjoining or neighboring property; (viii) the quality of any labor and materials used in any improvements on the Property, if any; and (ix) the condition of title to the Property.

Property Owner shall not be liable for Interested Party’s reliance on the accuracy of the information contained in any such documents. Interested Party shall rely on Interested Party’s own due diligence on the Property prior to close of escrow. Property Owner is providing these documents for reference purposes only. It is Interested Party’s sole responsibility to verify the veracity of the documents provided and to confirm the condition of the Property and any improvements thereon. Interested Party expressly waives any and all claims against Property Owner for any cause of action arising from Interested Party’s reliance on the documents and information provided by Property Owner.

All information contained in the documents provided is confidential, and shall not be disclosed by Interested Party without the prior written consent of Property Owner. Notwithstanding the foregoing, Interested Party may disclose information contained in the documents to Interested Party’s attorneys, lenders, accountants or other advisors and consultants (“Authorized Third Parties”), provided such Authorized Third Parties are similarly advised of the documents’ confidential nature.

This Offering Memorandum was prepared by Colliers (“Broker”) solely for the use of prospective purchasers of the real property commonly known as **DENVER PREMIER INFILL PORTFOLIO, 6981 S. QUENTIN STREET, ENGLEWOOD, CO, 4925 – 4975 NOME STREET, DENVER, CO, 5025 NOME STREET, DENVER, CO AND 5000 & 5050 MOLINE STREET, DENVER, CO** (the “Property”). Neither the Broker nor the owner of the Property (“Owner”) makes any representation or warranty, express or implied, as to the completeness or the accuracy of the material contained in the Offering Memorandum. Prospective purchasers of the Property are advised that: (i) changes may have occurred in the physical or financial condition of the Property since the time this Offering Memorandum or the financial statements therein were prepared; and (ii) the projections contained herein were made by Broker and not by Owner and are based upon assumptions of events beyond the control of Broker and Owner, and therefore may be subject to variation. Other than historical revenue and operating expense figures of

the Property, Owner has not, and will not, provide Broker or any prospective purchaser with any income and expense figures, budgets or projections regarding the Property. Prospective purchasers of the Property are advised and encouraged to conduct their own comprehensive review and analysis of the Property.

The Offering Memorandum is a solicitation of interest only and is not an offer to sell the Property. The Owner and Broker expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers to purchase the Property and expressly reserve the right at their sole discretion, to terminate discussions with any entity at any time or without notice. The Owner shall have no legal commitment or obligations to any entity reviewing the Offering Memorandum or making an offer to purchase the Property unless and until such offer of the Property is approved by Owner pursuant to its Finance Committee authorities and the signature of an authorized representative of Owner is affixed to a Purchase Agreement prepared by Owner. This Offering Memorandum is confidential. By accepting the Offering Memorandum, you agree that: (i) you will hold and treat the Offering Memorandum and its contents in the strictest confidence; (ii) you will not photocopy or duplicate any part of the Offering Memorandum; (iii) you will not disclose the Offering Memorandum or any of its contents to any other entity without the prior written authorization of the Owner; and (iv) you will not use the Offering Memorandum in any fashion or manner detrimental to the interest of Owner or Broker.

**\*Please note there is no buyer or co-op broker fee being offered.**

NAME\_\_\_\_\_

\_\_\_\_\_ BROKER                      \_\_\_\_\_ PRINCIPAL

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY PHONE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

(I agree to the Confidentiality Agreement)