

CONFIDENTIALITY AGREEMENT - PRINCIPAL

Interested Party (undersigned) requests marketing documents and information (the "Materials") from Colliers (the "Listing Broker") on behalf of the Property Owner (the "Owner") for the real property commonly known as **Hudson Grove Portfolio (see exhibit A)** located in **Denver, Aurora and Westminster** (the "Property") to evaluate a potential transaction.

Interested Party acknowledges that it is a principal and not an agent on behalf of any other party in the evaluation of a potential transaction. Interested Party acknowledges the Materials are only intended for direct distribution to qualified potential purchasers and agrees not to further distribute the Materials (or any information contained therein) in any way to any outside party (representatives, analysts, underwriters and partners notwithstanding) without the prior written consent of the Owner.

Interested Party understands Listing Broker is authorized to represent Owner for the purpose of affecting a sale of the Property. Interested Party understands Owner shall have no obligation to accept any offer and agrees all negotiations shall be conducted through Listing Broker who may be negotiating on behalf of Owner with other prospective purchasers.

Interested Party acknowledges that it is not working with any other broker or agent other than Listing Broker to evaluate a potential transaction and agrees to indemnify, defend and hold Owner and Listing Broker harmless against any and all claims, damages, liabilities, costs or expenses arising in any way related to claim(s) by another broker, finder or similar agent for commissions, fees or other compensation for bringing about a sale of the Property to the Interested Party.

Interested Party agrees that neither the Owner nor Listing Broker makes any representation or warranties of accuracy, completeness or otherwise regarding the Materials. Such information was received from third party sources and has not been independently verified by Listing Broker. Financial information contains estimates based on assumptions and may not represent the current or future performance of the Property.

Interested Party agrees that a decision to purchase the Property shall be based solely on Interested Party's independent investigation and evaluation of the Property and all information relating to the Property and not on any information provided by the Owner or Listing Broker. Interested Party agrees that the Owner and Listing Broker shall have no liability with respect to any information provided by the Owner or Listing Broker.

Interested party understands Listing Broker is acting as the Seller's Agent and acknowledges receipt of Definitions of Working Relationships. The terms and conditions of this agreement shall remain in full force and effect for one (1) full year from the date of execution.

Interested Party

Name: _____

Company: _____

Email: _____

Phone: _____

Signature: _____

Date: _____

4643 S. Ulster St.
Suite 1000
Denver, CO 80237

Main: +1 303 745 5800
colliers.com

Exhibit A

PROPERTY	ADDRESS	CITY	STA	UNI	YC
Warren Club	5300 W Warren Ave	Denver	CO	140	1973
Park at Fitzsimons*	1360 Peoria St	Aurora	CO	122	1968
Sheridan South	2133 S Eaton St	Denver	CO	109	1962
Sunridge Apartments	3150 W Floyd Ave	Denver	CO	72	1973
Stratford North Plaza Apartments	2055-2095 S Depew St	Denver	CO	60	1971
Xanadu Apartments	1334 Xanadu St	Aurora	CO	48	1965
Park 146	146 Del Mar Circle	Aurora	CO	48	1964
Stratford Plaza South	2101 S Depew St	Denver	CO	46	1961
Lakeridge Terrace Apartments	5630 W Warren Ave	Denver	CO	32	1973
Flats on 70th at Midtown	2801 W 70th Ave	Westminster	CO	23	1962
1389 Quari St*	1389 Quari St	Aurora	CO	17	1970

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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(DD25-5-09) (Mandatory 7-09)

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY,
BUYER AGENCY OR TRANSACTION-BROKERAGE.**

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, seller also means "landlord" (which includes sublandlord) and buyer also means "tenant" (which includes subtenant).

Seller's Agent: A seller's agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

THIS IS NOT A CONTRACT.

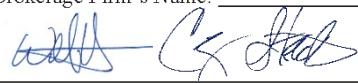
I acknowledge receipt of this document on _____.

Signature

Signature

On _____, Broker provided Interested Party _____ with this document via electronic means _____ and retained a copy for Broker's records.

Brokerage Firm's Name: Colliers



Broker