

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is made and delivered by the undersigned prospective purchaser (“Investor”) to Dean Callan & Company and Frederick Ross Company (collectively, “Broker”) in their role as the exclusive agents for the owners (collectively, “Owner”) of the following real properties:

- I 6285 Lookout Road, Boulder, Colorado 80301;
- II 6655 Lookout Road, Boulder, Colorado 80301
- III 3375 Mitchell lane, Boulder, Colorado 80301; and
- IV 1625 & 1751 S. Fordham Street, Longmont, Colorado 80503.

Recitals

A. Investor is considering entering into negotiations pertaining to the purchase and sale by Investor of one or more of the above listed properties (individually and/or collectively, the “Property”);

B. Broker and/or Owner may have provided, and may provide, Investor with documents and informational materials relating to Owner and the Property (the “Confidential Information”);

C. Broker and/or Owner may permit Investor and its agents, contractors, representatives and consultants (collectively, “Investor’s Representatives”), to enter upon and inspect the Property and all information, documents, reports and studies either delivered to Investor or generated in connection with such inspections shall be deemed to be Confidential Information; and

D. Owner has determined that the Confidential Information contains confidential and proprietary information, but has agreed to make the Confidential Information available to Investor and Investor’s Representatives on the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Documents and Informational Materials. The preliminary documents and informational materials delivered to Investor, which contain brief, selected information pertaining to the business and affairs of the Property, have been prepared by the Frederick Ross Company and Dean Callan & Company. The Informational Materials do not purport to be all-inclusive or to contain all of the information, which a prospective purchaser may desire. Accordingly, neither Frederick Ross Company, Dean Callan & Company, Owner nor any of their officers, employees or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of these documents and informational materials and no legal liability is assumed or shall be implied with respect thereto.

2. Physical Inspections; Non-Interference with Tenants and Other Third Parties. Owner and/or Broker may permit Investor and Investor’s Representatives to enter upon the Property in order to assist Investor with it’s evaluation of the suitability of the Property for Investor in connection with a proposed purchase and sale transaction. Investor hereby agrees that until such time, if ever, that a purchase and sale agreement has been entered into between Investor and Owner, Investor shall only enter upon the Property if accompanied by Owner and/or Broker. Investor and Investor’s Representatives shall refrain from contacting any tenant, employees of a tenant or Owner, or any subcontractor, vendor or lender currently associated with the Property for the purpose of discussing Investor’s interest in acquiring the Property unless expressly authorized by Owner in advance and in writing.

3. Limitation on Use. Investor shall use the Confidential Information solely for purposes directly associated with a proposed purchase of the Property from Owner, and for no other purpose.

4. No Disclosure. Without the prior written consent of Owner, Investor shall not disseminate or divulge the Confidential Information to any person or entity, other than as expressly permitted by this Agreement. Investor shall limit access to the Confidential Information to such persons who have a need to know the information contained in the Confidential Information for the purpose of evaluating the Property in connection with a proposed purchase of the Property from Owner. Investor shall inform all persons to whom it discloses the Confidential Information that they are required to keep the Confidential Information confidential.

5. Return of Confidential Information. In the event Investor decides to not pursue the purchase of the Property, Investor shall promptly return to Broker all written Confidential Information provided by Owner and/or Broker.

6. Required Disclosure. To the extent Investor or any of Investor's Representatives are legally required or become legally compelled (by statute, law, rule, regulation, ordinance or other similar legal requirement, oral questions, interrogatories, request for information or documents, subpoena, court order, civil investigative demand or similar process) to disclose any of the Confidential Information, Investor will provide Owner with prompt notice so that Owner may seek a protective order, but nothing in this Agreement shall prohibit Investor or any of Investor's Representatives from disclosing such Confidential Information in accordance with such legal requirement.

7. Liability. If Owner determines that Investor has breached any provision of this Agreement, Owner may, in its sole discretion, exercise any or all legal or equitable rights or remedies to which Owner is entitled on account of Investor's breach. Owner shall not be deemed to have waived any of their respective rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance.

8. Indemnification. Investor agrees to defend, indemnify and hold harmless Owner from and against any and all claims, demands, causes of action, losses, damages liabilities, judgments, costs and expenses (including attorneys' fees) asserted against or incurred by Owner as a result of any violation of, or failure to comply with, the provisions of this Agreement by Investor or Investor's Representatives or any person to whom they have disclosed any Confidential Information.

9. Miscellaneous. This Agreement represents the entire agreement relating to Investor's preliminary access to the Property and the receipt, use and disclosure of the Confidential Information. This Agreement may be executed by facsimile and/or electronic transmittal. This Agreement shall be binding upon Investor and its successors and assigns. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue for any action relating to this Agreement shall be solely in the District Court for the Twentieth Judicial District, County of Boulder, State of Colorado. If Investor and Owner execute a purchase agreement, this Agreement shall continue in full further force and effect until the closing, and, unless otherwise specifically provided in the purchase agreement, in the event of any conflict between the terms and conditions of the purchase agreement and this Agreement, this Agreement shall control the receipt, use and disclosure of the Confidential Information.

IN WITNESS WHEREOF, the Investor has executed and delivered this Agreement to be effective as of the ___ day of _____, 2009.

INVESTOR:

Print name and title of person signing if
signed on behalf of an entity