

Ms. Natasha Felten
Colorado Commercial Companies
1777 South Harrison Street, Suite 780
Denver, Colorado 80210

**Re: Maverick Corporate Center
Englewood, Colorado**

Dear Natasha:

We have requested that various materials, documents, information and other matters regarding the above referenced Property ("Property Information") be delivered and disclosed to us by you or by the owner of the Property ("Seller"). As a condition to, and in consideration of, the delivery and disclosure of the Property Information by you to us, we agree as follows:

1. **Confidentiality.** We agree to use the Property Information only for the purpose of evaluating our desire to make an offer to purchase the Property, and not for any other purposes whatsoever. We agree that all of the Property Information, including but not limited to the offered purchase price and terms and information regarding rent rolls and tenants of the Property, is confidential and that we shall not disclose any of the Property Information in any manner whatsoever to any person or entity, except to the extent that the Property Information is (a) generally publicly available through means other than delivery or disclosure by you or your affiliates, or (b) required to be disclosed by law. Promptly after request by you, we shall return all Property Information and all copies thereof to you. In the event of our violation or threatened or anticipated violation of the foregoing confidentiality restrictions, we agree that among the remedies available to Seller and Broker, and because of the difficulty in determining the economic damages that Seller or Broker may suffer as a consequence of such violation, Seller and Broker shall be entitled to injunctive relief restraining us from disclosing, in whole or in part, any of the Property Information. Additionally, we agree we will be liable for any attorney fees or costs incurred by Broker or Seller.

2. **Disclaimer and Waiver.** We acknowledge that neither you nor any of your representatives makes or have made any representations or warranties regarding the accuracy or completeness of the Property Information.

3. **Seller's Agent.** It is our understanding that Colorado Commercial Companies ("Broker") has been authorized by the Seller to submit our company and the offering information for the Property as they are acting as agent to the Seller. A seller's agent works solely on behalf of the seller and owes duties to the seller, which includes duties of the utmost good faith, loyalty and fidelity. The agent will negotiate on behalf of and act as an advocate for the seller.

4. **Purchaser as Principal/Advisor.** Purchaser warrants and represents to Broker and Seller that Purchaser is acting as a principal/advisor only in connection with the possible purchase of the Property and not as an agent for any other person or entity, and that Purchaser is not represented by any real estate broker or agent. Purchaser hereby indemnifies and holds Seller and Broker harmless from any and all claims or demands for commission that may be asserted against Seller or Broker by any broker or agent by virtue of its relationship with Purchaser or based on the actions of Purchaser. We further agree that a copy of our signature on a facsimile counterpart of this letter agreement shall be binding upon us, and that this letter agreement shall be interpreted in accordance with the laws of the State of Colorado, without regard to its rules regarding conflicts of laws.

PURCHASER/ADVISOR:

Please print clearly and complete all information in order to expedite information on this property.

Company: _____ Address: _____

Contact: _____

Signature: _____ Phone: _____

Title: _____ FAX _____

Date: _____ E-mail: _____

Please fax to: Natasha Felten at 303.327.5801