

**RE: PRINCIPAL CONFIDENTIALITY AGREEMENT**

EQUITY INVESTMENT - SENIOR HOUSING DEVELOPMENT, DENVER, CO

Dear Colleague,

For the purposes of evaluating all aspects of the RESIDENCES AT THE GARDENS ("Property"), the undersigned, its officers, directors, partners, employees, representatives, agents, and affiliates ("Undersigned") requests that MGL PARTNERS, and their officers, directors, partners, employees, representatives, agents, and affiliates ("Owner") provide the Undersigned with confidential information relating to the Property.

In consideration of Owner agreeing to provide the Undersigned with such information, the Undersigned agrees as follows:

1. To treat strictly confidentially, such information and any other information that Owner furnishes to the Undersigned, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection, and regardless of whether specifically identified as "confidential" (collectively, the "Evaluation Material").
2. Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a Joint Venture Equity Investment in the Property. The Undersigned agrees that the Evaluation Material will not be used in any way detrimental to the Property or Owner and that such information will be kept strictly confidential by the Undersigned, and shall inform all with whom it interacts business relating to the Property of the confidential nature of such information and direct them to treat such information confidentially.
3. That by accepting this material, the Undersigned will not photocopy or duplicate it for distribution to any unrelated entity. Any disclosure, except as authorized herein, without the prior written authorization of MGL PARTNERS shall be deemed a breach of this Agreement. The Undersigned also agrees not to use the sales package, or any of its contents and related information, in any fashion or manner whatsoever that may be detrimental to the interests MGL PARTNERS.
4. That the Undersigned will not disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction between the owner of the Property and the Undersigned, nor disclose any of the terms, conditions, or other facts with respect to any such possible transaction, including the status thereof, unless (a) such person and the nature of such disclosures are approved in writing by Owner, and (b) such person signs a confidentiality agreement.

5. That the term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, partnership, association, or individual.
6. That at any time, at the request of Owner, the Undersigned agrees to promptly return all Evaluation Material without duplicating or retaining any copy thereof or any notes relating thereto. The Undersigned will certify as to the return of all Evaluation Material and related notes.
7. That in the event the Undersigned is required or requested by legal process to disclose any of the Evaluation Material, the Undersigned will provide Owner with prompt notice of such requirement or request so that Owner may seek an appropriate protective order or waive compliance with the provision of this requirement or both.
8. That the Undersigned further understands and agrees that Owner and Owner's representatives and agents makes no representation or warranties as to the accuracy or completeness of the Evaluation Material. Owner and its agents expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Evaluation Material or omissions therefrom.
9. That Owner expressly reserves the right, at their sole discretion, to reject any and all expressions of interest or offers to purchase the Property and/or terminate discussions with any entity at any time with or without notice. Owner has no legal commitment or obligation to any entity reviewing the Evaluation Material or making any offer to joint venture unless and until a written joint venture or partnership agreement has been executed and all obligations thereunder satisfied or waived.

By signing below, I agree to the foregoing and acknowledge that a marketing package will be sent to me by Colliers International. Please return an executed copy to: [Oscar.flores@colliers.com](mailto:Oscar.flores@colliers.com) and [mark.silver@colliers.com](mailto:mark.silver@colliers.com), or fax to 760-438-8925 (Attention: Oscar Flores and Mark Silver).

**AGREED AND ACCEPTED:**

By: \_\_\_\_\_ Company: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_