

CBRE, Inc.
Industrial & Logistics

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Re: Confidentiality Agreement
5055 E. 48th Avenue, Denver, CO 80216

CBRE, Inc., a Delaware corporation and Cantalamessa Partners (collectively, the "Agent") have prepared this material for limited use in the acquisition of a certain industrial building, specifically 5055 E. 48th Avenue, Denver, CO 80216 (the "Property") owned by 226 Commerce, LLC (the "Ownership").

The Executive Summary and Offering Memorandum ("Materials") are not intended to provide a necessarily accurate summary of the Property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information, which prospective purchasers may need, or desire. All financial projections are based upon assumptions relating to the general economy, competition, and other factors beyond the control of the Ownership and the Agent, and therefore may be subject to variation. The Materials do not constitute an indication that there has been no change in the business or affairs of the Property or the Ownership since the date of preparation of the Materials. Additional information and an opportunity to inspect the Property will be made available to interested, and qualified prospective purchasers.

Neither the Ownership nor the Agent nor any of their respective officers, agents or principals has made or will make any representations or warranties, expressed or implied, as to the accuracy or completeness of the Materials or any of the Contents (defined below), and no legal commitment or obligation shall arise by reason of the Materials or the Contents. Analysis and verification of the information contained in the Materials is solely the responsibility of the prospective purchaser.

The Ownership and Agent expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers to purchase the Property and/or terminate discussions with any entity at any time with or without notice. The Ownership shall have no legal commitment or obligations to any entity reviewing the Materials or making an offer to purchase the Property unless and until such offer for the Property is approved by the Ownership and any conditions to the Ownership's obligations thereunder have been satisfied or waived.

These Materials and the Contents, except such information which is a matter of public record or is provided in sources available to the public (such Contents as so limited herein are called the "Contents"), are of a confidential nature and are not to be made available to persons not receiving copies directly from the Agent. By accepting the Materials, you agree that you will hold and treat it with the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the Materials or any of the Contents to any other entity (except for outside advisors retained by you if necessary, in your opinion, for your determination of whether or not to make a proposal) without any prior written authorization of the Ownership or Agent, and that you will not use the Materials or any of the Contents in any fashion or manner detrimental to the interest of the Ownership or Agent. In the event that you elect not to make an offer or the Ownership rejects your offer, you agree to return the Materials to the undersigned or destroy the Materials.

This investment brochure is also subject to modification and/or withdrawal from the market by Ownership at any time without prior written notice.

Please sign electronically on www.cbredealfflow.com or by filling out the below and return this letter to dustyn.connelley@cbre.com to indicate that you have agreed to be bound strictly by the foregoing

conditions and that you acknowledge that your Agreement to do so constitutes a material inducement to the Ownership to furnish the confidential information to you.

Appraisers are prohibited from executing this Confidentiality Agreement to obtain building information.

Sincerely,



Jim Bolt
Executive Vice President



Jeremy Kroner
Vice President



Joe Cantalamessa
Managing Partner

c: Dustyn Connelley

PRINCIPAL:

Accepted, acknowledged and agreed to as of this _____ day of _____, 2017

By: _____

Title: _____

Company: _____

Address: _____ / City, State, Zip: _____

Phone: _____ / Email: _____

BROKER:

Accepted, acknowledged and agreed to as of this _____ day of _____, 2017

By: _____

Title: _____

Company: _____

Address: _____ / City, State, Zip: _____

Phone: _____ / Email: _____

Disclaimer

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