Executive Summary
Limited Liability Limited Partnership
February, 2011

PURPOSE: Acquisition and long-term positions in Office, Medical Office, Office/Retail and Industrial Properties having the potential, with appropriate modifications, of substantial increase in cash flow and corresponding equity increases.

STRUCTURE: The structure of this entity will be a Limited Liability Limited Partnership consisting of a Limited partner and a General partner. The Limited partner will hold a 95% interest in the partnership with the remaining 5% ownership to be owned by the General partner. As the General partner, we will act in the capacity of and be responsible for the daily operations of the partnership, management of the properties, leasing of vacant space, loan origination and representative broker for the acquisition and disposition of the properties of the partnership.

PROPERTY: The knowledge base of the managing partner, the prevailing market conditions and the relationships as established with current building owners and owner/users, will allow for the acquisition of properties that are generally free standing, single ownership, preference for medical office type properties in an undervalued condition resulting from low rents, deferred conditions of maintenance, dated and have suffered from general property neglect. Our improvements to the physical condition of the property as well as the tenant mix, increasing cash flow and the application of Green technology allow for value addition and stability.

CAPITAL: Two million dollars provided by the limited partner. Debt financing will be obtained for the balance of the acquisition cost above the cash invested.

LENDING: Loans to the partnership will be obtained by the general partner solely for the purpose of aiding in property acquisition, improvements to the property and to maintain a competitive leasing rental advantage; these loans will be in the range of 25-40% loan to value. Predicated on the past borrowing history and relationship with several lending institutions, it is anticipated that loans will be derived under terms generally better than the prevailing market available at the time of the acquisition of a property. As market conditions change, loan parameters for commercial property acquisition and improvements may change.

DISTRIBUTIONS: <u>Rental/Miscellaneous Income</u>-No distributions will to be made to the General partner, other than routine operating expense as previously agreed to, until Limited partner receives 8% non-cumulative annual interest on investment. Thereafter the annual distribution rate will be 75% to the Limited partner and 25% to the General partner.

Sales Proceeds-The net gain on any sale of a property will be 95% to the Limited partner and 5% to the General partner. Any loss from the sale of a property will be the responsibility of the partners according to their above referenced share of ownership.

Tax Expense-for tax purposes, this will be shared 95% to the Limited partner and 5% to the General partner from the outset of this agreement.

RETURN: The returns of approximately 3.46% will begin at the end of year one on the cash invested in property acquisition. Through this initial year of acquisition, will be the period of cash infusion for improvements, modifications, updates to the facilities and the improvement of the tenant mix. The second year of property ownership will provide an approximate return of 9.12%, in year three possibly-12.72% in year 4-16.44% cash on cash. These are conservative returns and our experience and application of our influence has shown conservatism in our projections and a far better return on the actual. The average annual appreciation of a commercial real estate property in the Denver/Boulder Front Range has averaged 3.6%. The inclusion of the increased cash flows, lowering of the general operating expenses and this annual appreciation will provide for cash on cash returns in excess of 21% at the point at which a property is determined to be a solid prospect for disposition,.

MANAGEMENT: General partner will be solely responsible for managing all the affairs of this partnership, including but not limited to: Property acquisition and disposition as well as managing the daily operations of the partnership.

GENERAL PARTNER COMPENSATION: General partner to be paid an initial expense reimbursement fee upon funding. An annual operating expense fee will be paid monthly in arrears. A 4% fee of the gross acquisition or disposition cost of each property. A one fourth of one per cent fee of the total loan proceeds for any loans as necessary for the acquisition of a property. A 5% management fee of the net property income and a 3% fee for the leasing of any vacant space. Compensation for any and all other expense directly related to the operation and administration of the properties outside the normal realm of the duties as specified in the management agreement.

ACCOUNTING: Fiscal year of the partnership shall be the calendar year unless Code dictates otherwise. Capital accounts as well as operating accounts and books of records will be maintained by the General partner and held at the offices of the General partner and may be viewed by the Limited partner at any time during normal business hours. Bank accounts will be maintained by the General partner on behalf and for the benefit of the partnership. Property Titles and all partnership assets will be held in the name of the partnership. Activity results will be reported in a timely manner as agreed upon.

TRANSFER OF PARTNERSHIP INTEREST: Limited partnership interests cannot be transferred without the prior written consent of the General partner, which consent will not be unreasonably withheld. The General partner may not transfer all or any part of his interest without the prior consent of the Limited partner.

TERMINATION: If for any sound and practical reason it becomes necessary to terminate this partnership, asset distribution will be made in accordance with the percentage interest of the partners.