

3,998+/- ACRE MULTI-SITE/MULTI-STATE LAND PORTFOLIO OFFERING PACKAGE

<p>To: Greg Pacelli COLLIERS BENNETT & KAHNWEILER INC. 6250 N. River Road, 11th Floor Rosemont, Illinois 60018</p>	<p>Regarding: Prospective Purchasers Confidentiality Agreement for Westminster Swanson Land Partners Portfolio 3,998 Acre Offering</p>	<p>FAX Number: 847.698.8404</p>
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On behalf of Westminster Swanson Land Partners LLC, (“SELLER”), Colliers Bennett & Kahnweiler Inc., (“ADVISOR”), has available for study certain information (“INFORMATION”) regarding the Westminster Swanson Land Partners Portfolio, (“PROPERTY”), which consists of 3998+/- acres with 4,395 planned or entitled residential units and 82+/- acres of commercial land offered in bulk or individual parcels, further described as follows:

Illinois

Lakemoor Village Square	Lakemoor	616 Acres
Tall Grass	Prairie Grove	219 Acres

Wisconsin

Bristol Meadows	Bristol	280 Acres
Stonebridge Farm	Pleasant Prairie	65 Acres

Arizona

The Reserve	Buckeye	189 Acres
Rooks Road	Buckeye	40 Acres

Colorado

Reserve at Elk Meadows	Glenwood Springs	1645 Acres
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California

Rock Springs Ranch	Riverside County	470 Acres
Villages of Sonata	Brawley	320 Acres

Florida

The Reserve of Manatee Forest	Manatee County	154 Acres
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ADVISOR is prepared to furnish the INFORMATION to you in connection with evaluation and discussions concerning your possible purchase of the PROPERTY only on the condition that you agree to treat the INFORMATION confidentially and agree specifically as follows:

1. The INFORMATION furnished to you will not be used for any purpose other than to evaluate a possible purchase of the PROPERTY by you as a Principal exclusively for your own account.
2. You will not make any of the INFORMATION available, or disclose or distribute, either orally or in writing, any of the contents of the INFORMATION, to any person other than your counsel, consultants(s), analyst(s), equity partner(s), or potential lender(s) (hereinafter “Excluded Persons”). Each of the Excluded Persons shall be bound by the terms of this Agreement as your agents.
3. You will not disclose to any person, other than Excluded Persons, either the fact that discussions or negotiations are taking place concerning the possible purchase and or investment in the PROPERTY by you or any of the terms, conditions or other facts with respect to any such possible purchase and or investment, including the status thereof.
4. You agree that you will not contact the tenants on the PROPERTY in connection with your review of the INFORMATION. Any and all questions related to the INFORMATION must be directed solely to Greg Pacelli at Colliers Bennett & Kahnweiler Inc.
5. You acknowledge that neither SELLER, nor ADVISOR, nor any affiliate of either of such parties, nor any partner, director, officer, employee, agent of or consultant to any such persons (collectively, SELLER and ADVISOR”) has made any representation or warranty as to the completeness or accuracy

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of the INFORMATION, and any representation or warranty in connection therewith is hereby expressly excluded. The INFORMATION provided to you are subject to: (i) change of price or terms; (ii) withdrawal from the market without notice; and (iii) prior sale. You agree that neither SELLER nor ADVISOR shall have any liability to you resulting from the delivery or use of the INFORMATION, or reliance thereon by you. You agree to defend, indemnify and hold SELLER and ADVISOR harmless from and against any and all loss, damage or expense or claims therefore sustained or incurred by unauthorized distribution or disclosure of the INFORMATION by you.

6. SELLER may elect at any time to terminate access to the INFORMATION, and you agree that you will, following any request by SELLER AND OR ADVISOR if you do not wish to purchase the PROPERTY, promptly redeliver to SELLER AND OR ADVISOR all INFORMATION and any other material (and agree to delete any analyses contained in a database or spreadsheet type format) containing the INFORMATION and will not retain copies of such material.
7. No warranty or representation is made to the accuracy of the foregoing information. Terms of sale or lease and availability are subject to change or withdrawal without notice. Further, you, as a prospective purchaser ("PROSPECT") acknowledge and represent:
8. That Colliers International Land Advisory Group and Investment Services Group is the SELLER'S ADVISOR only working through its salespeople acting on behalf of the SELLER of the PROPERTY described on this Confidentiality Agreement.
9. Information given to the ADVISOR by PROSPECT may be disclosed to SELLER.
10. PROSPECT represents and warrants that no real estate broker or salesman ("PROSPECTS AGENT") represents PROSPECT other than:

(Agent and Name of Designated Agent)

(Company)

(Address)

(City)

(State)

11. SELLER and ADVISOR are not and shall not be responsible for compensating PROSPECTS AGENT. PROSPECT is responsible for payment of such compensation, if any.
12. PROSPECT shall indemnify, defend, and hold SELLER and Sales ADVISOR harmless from any liability, claims, damages and loss including reasonable attorney's fees and costs arising out of or in connection with any misrepresentation or breach of warranty or breach of contract regarding the statements set forth above.
13. You represent that in executing this agreement, you are authorized to do so by PROSPECT and PROSPECTS AGENT; and by so doing, bind their respective parties to all the provisions of this agreement. Prospective Purchaser's Agent ("PROSPECTS AGENT") acknowledges and represents:
14. That PROSPECTS AGENT has been informed that Colliers International Land Advisory Group and Investment Services Group ("ADVISOR") is the ADVISOR of the SELLER of the real estate described on the attached Confidentiality Agreement ("PROPERTY").

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15. PROSPECTS AGENT also acknowledges that any commissions or other compensation that may become due in connection with the negotiation of the sale of the PROPERTY herein are limited by the terms of the Exclusive Right to Sell Agreement between SELLER and ADVISOR and that PROSPECTS AGENT has no rights arising out of that Agreement.
16. PROSPECTS AGENT also acknowledges that information given to ADVISOR by PROSPECTS AGENT may be disclosed to SELLER.
17. There are no third party beneficiary rights created herein. The Agreement shall create no rights or benefits in any persons who are not parties to this Agreement.
18. PROSPECTS AGENT shall look solely to PROSPECT for any commission or other compensation with respect to the sale of the PROPERTY.
19. SELLER and ADVISOR are not responsible for compensating PROSPECTS AGENT, since PROSPECT is solely responsible for paying such compensation.
20. PROSPECT AGENT shall indemnify, defend, and hold SELLER and ADVISOR harmless from any liability, claims, damages and loss including reasonable attorney's fees and costs arising out of or in connection with any misrepresentation or breach of warranty regarding the statements set forth above.

The Parties executing this agreement are authorized to do so by; and by so doing, bind themselves and their respective principals and agents to all the provisions of this agreement.

PROSPECT'S AGENT

By: _____

Name

Its Authorized Agent

Date: _____

PROSPECTS

By: _____

Name

Its Authorized Agent