

CONFIDENTIALITY AND CONDITIONS OFFERING AGREEMENT

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Loan: \$24.1 Million Office Loan

Property: Denver, CO

Potential Investor:

Upon execution of this agreement (this "Agreement"), please remit entire agreement as a scanned image via email to:

**Attention : Jayde House
Email Address : Jayde.House@jll.com**

- 1. General Terms.** Jones Lang LaSalle Americas, Inc., a Maryland corporation ("JLL"), represents the owner of the Property ("Owner"), as Owner's exclusive agent or broker for the potential sale of the Loans (the "Loan") owned by Owner. This Confidentiality and Conditions of Offering Agreement (this "Agreement") will confirm the understandings of Potential Investor, JLL, and Owner in connection with the disclosure and review of any and all information regarding the Owner and the Loan that is provided to Potential Investor or any Related Party (as defined below) by Owner, JLL or any representative or agent of Owner or JLL, including, but not limited to, any offering memorandum, documents, data, financial statements, reports, forecasts, projections, surveys, diagrams, records, engineering reports, and other documents, electronic transmittals or conversations concerning the Loan or the Owner (the "Offering Materials"). Owner and/or JLL may make the Offering Materials available in written, electronic, or verbal form to the Potential Investor following JLL's receipt of this Agreement, duly executed by Potential Investor. The Offering Materials shall not include information that (i) is or becomes generally available to the public, (ii) was in the possession of the Potential Investor or any Related Party prior to the date of the Agreement (and is not subject to any pre-existing confidentiality agreement in favor of Owner, any affiliate thereof, and/or JLL), (iii) was obtained by the Potential Investor or any Related Party from a third party who, to the knowledge of the Potential Investor and the Related Parties, is not subject to any duty of confidentiality regarding such information, or (iv) is independently developed by the Potential Investor or any Related Party without use of or reliance on the Offering Materials. The terms of the Agreement follow.
- 2. Ownership, Use and Return of Offering Materials.** The Offering Materials shall at all times be the property of Owner and JLL. The Offering Materials will be used by the Potential Investor solely for the purpose of evaluating the possible acquisition of the Loan and not for any purpose unrelated to the possible acquisition of the Loan. The Offering Materials may be copied or duplicated by Potential Investor to those people that need to view the Offering Materials without the Owner's and JLL's prior written consent, and must be returned to JLL promptly upon request (or with JLL's written permission, destroyed by Potential Investor and any Related Party, and in such instance Potential Investor shall certify in writing to JLL and Owner that such information has been so destroyed). Notwithstanding the foregoing, Potential Investor may retain one or more copies of the Offering Materials to the extent necessary or advisable pursuant to applicable policy, legal or regulatory requirements; provided that it keeps such work product confidential pursuant to the terms of this Agreement.
- 3. Confidentiality and Disclosure of Offering Materials by Potential Investor.** Potential Investor acknowledges on behalf of itself and any and all Related Parties that the Offering Materials are confidential and proprietary information of Owner and/or JLL, and Potential Investor will not make (or cause or permit any Related Party to make) any Offering Materials available, or disclose any of the contents thereof, to any person without Owner's or JLL's prior written consent; provided, however, that the Offering Materials may be disclosed to the Potential Investor's partners, employees, legal counsel, advisors, institutional lenders and other capital sources (each, a "Related Party" and collectively, the "Related Parties") as reasonably required for an evaluation of the Loan. Such Related Parties shall be informed by Potential Investor of the confidential nature of the Offering Materials and the terms of this Agreement and shall be directed by Potential Investor to keep the Offering Materials and related information strictly confidential in accordance with this Agreement and to otherwise abide by the terms of this Agreement as if such party was the Potential Investor hereunder. In the event any Related Party shall take or omit to take any action which if taken or omitted to be taken by Potential Investor would constitute a breach of or a default under the terms hereof, then such act or omission by such Related Party shall be deemed to be a breach of the terms hereof by Potential Investor. Notwithstanding the foregoing or anything to the contrary herein, Potential Investor may disclose the Offering Materials to any regulatory agency having jurisdiction over it exercising its routine supervisory or audit examinations, in accordance with applicable law or regulation, and in the ordinary course of its business without any prior written consent.
- 4. Potential Investor as Principal and Other Brokers or Agents.** Potential Investor is a principal and not an agent of or acting on behalf of any other party in connection with the potential purchase of the Loans. Potential Investor will not look to JLL or to Owner for any brokerage commission, finder's fee, or other compensation or payment in connection with the

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sale of the Loans or any interest therein. Potential Investor acknowledges that it has not had and will not have any discussions regarding the Loan with any broker or agent other than JLL.

5. **No Representations as to Offering Materials or Condition of Property.** Potential Investor understands and acknowledges that none of Owner, JLL, or any of Owner's or JLL's directors, officers, employees, partners, members, managers, shareholders, advisors, consultants, agents, or representatives (each, an "Owner/JLL Party" and collectively, the "Owner/JLL Parties") makes any representation or warranty in any manner whatsoever as to the accuracy or completeness of the Offering Materials, the condition of the Loan, the creditworthiness of the Loan borrower, the actual or potential return of the Loan as an investment, or the suitability or appropriateness of the Loan as an investment. Potential Investor agrees that none of Owner, JLL, or any Owner/JLL Related Party shall have any liability for any reason whatsoever to Potential Investor or any of its representatives or Related Parties resulting from the delivery of the Offering Materials or the use of the Offering Materials by Potential Investor, its representatives or Related Parties, or any other person or entity, regardless as to whether the sale of the Loan is consummated. None of Owner, JLL, or any Owner/JLL Related Party is under any obligation to (i) notify Potential Investor or any Related Party if either Owner or JLL becomes aware of any inaccuracy, incompleteness or change in the Offering Materials, or (ii) supplement, edit, or otherwise provide additional information to Potential Investor or any Related Party if either Owner or JLL becomes aware of any inaccuracy, incompleteness or change in the Offering Materials. The Offering Materials provided to the Potential Investor are subject to, among other things, correction of errors and omissions, additions or deletion of terms, and immediate withdrawal upon notice. Potential Investor and Related Parties shall solely rely only their own due diligence and investigation of the Loan and the Property for the determination as to whether to pursue or effect an acquisition of the Loan.
6. **Withdrawal of Loan from Market or Termination of Discussions.** Potential Investor acknowledges that the Loan has been offered for sale subject to the withdrawal of the Loan from the market at any time or the rejection of any offer because of the terms thereof or for any other reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever.
7. **Term of Agreement.** The terms and conditions of this Agreement shall remain in full force and effect for a period of one year from the date hereof.
8. **Remedies.** In the event that Potential Investor and/or any Related Party fails to comply with the terms and conditions of this Agreement, Owner and/or JLL shall be entitled to exercise any right, power, or remedy available at law or in equity for such breach. Without prejudice to any other rights or remedies that Owner and/or JLL may have with respect to any breach by Potential Investor and/or any Related Party, Potential Investor, on behalf of itself and any Related Party, hereby acknowledges and agrees that (a) damages would not be an adequate remedy for any breach of the terms of this Agreement by Potential Investor and/or any Related Party, (b) it is not aware of and will not seek to advance any reason why Owner and/or JLL should not be entitled to the remedies of injunction, and other equitable relief for any threatened or actual breach of the terms of this Agreement by Potential Investor and/or any Related Party and (c) no proof of special damages shall be necessary for the enforcement of the terms of this Agreement.
9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of New York.
10. **Access to the Property, Property Management, and Property Tenants.** Potential Investor agrees to not (i) seek to gain access to any non-public areas of the Property or (ii) communicate with (a) any Loan borrower (or any officer, director, partner, member, manager, shareholder, employee, or agent of borrower), or (b) any management company engaged to manage the Property, without the prior consent of Owner, which consent may be withheld in the Owner's sole and absolute discretion.
11. **Entire Agreement, Waiver or Modification.** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by the parties subsequent to the date of this Agreement. The parties have not made any other agreement or representation with respect to such matter.

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12. Counterparts. This Agreement may be executed and/or delivered in counterparts, each of which will be deemed to be an original and together shall constitute one and the same instrument. This Agreement may be executed electronically using electronic signature technology that produces an audit trail of such execution (e.g., Adobe Sign, DocuSign) and/or may be delivered electronically (e.g., a scanned .PDF sent by email), and any such electronically-executed signatures and/or electronically-delivered signatures shall have the same legal and binding effect as original handwritten signatures

Accepted and Agreed to this _____ day of _____, 2024.

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Potential Investor:

Company

Signature

Name

Title

Date

Address 1

City, State, and Zip Code

Telephone

Email Address