

# Terms of Use

## CONFIDENTIALITY AND BUYER REGISTRATION AGREEMENT

By downloading the Offering Memorandum, you hereby agree to the terms and conditions set forth herein.

Natasha Felten of Colorado Commercial Companies (“Listing Broker”) has been retained as the advisor and broker regarding the sale of the subject property.

To receive a Marketing Package (“Offering Memorandum” or “OM”) or Financial Information please read this Confidentiality Agreement. If you are a Principal/Buyer, to share this information with your Broker you must require their written agreement to comply with these terms. The Offering Memorandum has been prepared by Listing Broker in conjunction with Seller for use by a limited number of parties. The OM does not purport to provide a necessarily accurate summary of the property or any of the documents related thereto, nor does it profess to be all-inclusive or to contain all of the information which prospective Buyers may need or desire to make their individual purchase decisions. All projections have been developed by Listing Broker and designated sources and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of the Seller and therefore are subject to interpretation and are also subject to the Principal/Buyer’s investigation and its own determinations and conclusions. No representation is made by Listing Broker or the Seller as to the accuracy or completeness of the information contained herein, and nothing contained herein shall be relied upon as a promise or representation as to the future performance of the subject property. Although the information contained herein is believed to be correct, the Seller and its employees disclaim any responsibility for inaccuracies and expect prospective purchasers to exercise independent and thorough due diligence in working to verify all such information. Further, Listing Broker, the Seller and its employees disclaim all liability for representations and warranties, expressed and implied, contained in or omitted from the Offering Memorandum or any other written or oral communication transmitted or made available to the Buyer. The Offering Memorandum does not constitute a representation that there has been no change in the business or affairs of the subject property or the property owner’s operations since the date of preparation of the Offering Memorandum. Analysis and verification of the information contained in the Offering Memorandum are solely the responsibility of the prospective Buyer. Tours of the Property can be scheduled with the Listing Broker and may only be conducted with the Listing Broker in attendance.

By accepting the Offering Memorandum or financial information, you acknowledge that you are a principal and not an agent of or acting on behalf of any other party in connection with the acquisition. Buyer acknowledges that it has been informed that any Agent/Broker other than Colorado Commercial Companies, must be compensated by Buyer as Colorado Commercial Companies is not cooperating on fees at this time. Furthermore, Buyer acknowledges that it has not had any discussion regarding this Property’s Sale with any other broker or agent other than Listing Broker or an agent/broker properly identified through this registration process, including but not limited to, resolutions of incomplete, conflicting, or duplicate registrations. Buyer shall indemnify and hold Seller and Listing Broker harmless from and against any claims, causes of

action or liabilities, including, without limitation, reasonable attorney's fees and court costs which may be incurred with respect to any claims for other real estate commissions, broker's fees or finder's fees in relation to or in connection with the Property to the extent claimed, through or under Seller.

The Seller expressly reserves the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the subject property and/or to terminate discussions with any entity at any time with or without notice. The Seller shall have no legal commitment or obligations to any entity reviewing the Offering Memorandum or making an offer to purchase the Property unless a written agreement for the purchase of the subject property has been fully executed, delivered, and approved by the Seller and its legal counsel, and any conditions related to the Seller's obligation thereunder have been satisfied or waived.

The Offering Memorandum and the contents, except such information which is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Offering Memorandum, you agree that you will hold and treat it in the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the Offering Memorandum or any of the contents to any other entity (except to outside advisors retained by you, if necessary, for your determination of whether or not to make an offer and from whom you have obtained an agreement of confidentiality) without prior written authorization of the Seller or Listing Broker, and that you will not use the Offering Memorandum or any of the contents in any fashion or manner detrimental to the interest of the Seller.

No employee or tenant of Seller at the subject property is to be contacted without the written approval and presence of Listing Broker or Seller. Any attempts to contact tenant/s or employee/s of Seller is a violation of this confidentiality agreement.

By accepting the Offering Memorandum or any financial information, you agree to indemnify, defend, protect and hold Seller and Listing Broker and any affiliate of Seller or Listing Broker harmless from and against all claims, damages, demands, liabilities, losses, costs or expenses (including reasonable attorney's fees, collectively "Claims") arising, directly or indirectly from any actions or omissions of Buyer, its employees, officers, directors or agents.

BY AGREEING TO THIS CONFIDENTIALITY AGREEMENT, YOU HEREBY AUTHORIZE NATASHA FELTEN OF COLORADO COMMERCIAL COMPANIES PERMISSION TO CONTACT YOU REGARDING THIS TRANSACTION BY ANY MEANS.

Accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Principal or Broker: \_\_\_\_\_

**Email completed form to: [nfelten@colocomm.com](mailto:nfelten@colocomm.com)**