CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made as of __________ __, 2026, between ______________, a ___________ ("Buyer"), and Freeheel Properties, LLC, a Colorado limited liability company ("Seller"). Buyer and Seller are referred to herein together as the "Parties."

A. Buyer is investigating the possible purchase of Seller's real property and improvements known as Poplar Place located at 3540 S. Poplar Street, Denver, CO 80237 (the "Project") and has requested Seller to provide Buyer with certain information and materials regarding the Project of a non-public nature, including without limitation confidential financial information of tenants at the Project (the "Private Information").

C. Seller is willing to furnish the Private Information to Buyer only if Buyer agrees to keep the Private Information confidential and use it only for purposes of evaluating the purchase of the Project.

NOW, THEREFORE, in consideration of the foregoing and Seller's furnishing the Private Information to Buyer, the Parties agree and covenant as follows:

1. **Confidentiality Obligations.** Buyer will treat the Private Information as confidential and will not disclose any of the Private Information to anyone other than its "Authorized Parties." As used herein, "Authorized Parties" means Buyer's employees, officers, directors, attorneys, consultants, to the extent that disclosure to such parties is, in Buyer's reasonable judgment, necessary or advisable to its evaluation of the purchase of the Project. Buyer will advise each Authorized Party to whom it discloses any Private Information (A) that such materials and information are confidential, (B) of the requirements of this Agreement and (C) that such requirements are applicable to each such Authorized Party's receipt and use of the Private Information.

2. **Permitted Use**. Buyer and its Authorized Parties will use the Private Information only for purposes of evaluating the purchase of the Project.

3. **Return of Private Information**. Buyer will return all Private Information to Seller no later than five (5) business days after the first to occur of (a) Buyer's determination not to acquire the Project, or (b) the date the Parties' negotiations of the Purchase Agreement (defined below) have been suspended.

4. **Merger of Agreement into Purchase Agreement.** If Buyer enters into an agreement with Seller for purchase of the Project (the "Purchase Agreement"), this Agreement will be deemed to have merged into the Purchase Agreement and will be superseded by any confidentiality provisions contained in the Purchase Agreement.

5. **Exclusions.** The Private Information will not be deemed to include (a) any public records (such as copies of recorded title documents, government permits or zoning records), materials based solely on public records (such as title reports), materials which are readily available from non-restricted sources or materials which Buyer obtains from sources other than Seller or any of Seller's agent, (b) information that is independently developed by Buyer and/or any of its Authorized Parties without use of the Private Information, or (c) information that is required to be disclosed pursuant to applicable law or legal process.

6. **Remedies.** Buyer acknowledges that the breach or threatened breach of this Agreement may result in irreparable harm and that monetary damages may not provide adequate compensation in such event. Accordingly, without limiting all other remedies available at law, in equity or otherwise,

Seller will be entitled to injunctive relief for any breach or threatened breach of this Agreement by Buyer or any of its Authorized Parties.

7. **No Further Agreement.** This Agreement is strictly confined to the subject matter hereof and does not connote, imply or otherwise evidence any other agreement between the Parties. In particular, this Agreement will not be deemed in any way an agreement for sale or purchase of the Project.

8. **Governing Law.** This Agreement will be governed by the laws of the State of Colorado.

9. **Counterparts, Electronic Signature**. This Agreement may be executed in any number of counterparts which together will constitute one and the same instrument. This Agreement may be executed by facsimile signature or other electronic means such as email (.pdf) and a facsimile or other electronic signature will constitute an original signature for purposes of the execution of this Agreement.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Agreement as of the date first above written.

FREEHEEL PROPERTIES LLC,
a Colorado limited liability company

By: ______________________________
Name/Title: ________________________

BUYER:

_________________________, a _______________

By: ____

Name/Title: _________________________________