

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made by the requesting party ("you") in favor of U.S. Bank National Association and/or its affiliates (the "Bank"). By clicking on the "I agree" button, you agree that you shall be bound by all terms and conditions of this Agreement as of the date clicked ("Effective Date"). This Agreement is binding and shall be granted the same legal effect, validity and enforceability as a signature affixed by hand as provided for in the Electronic Signatures in Global and National Commerce Act, or any other similar law.

Dear Sir or Madam:

You have expressed an interest in purchasing the Loans from the Bank. You have indicated that in order to decide whether to proceed with such purchase, you need to obtain certain non-public, confidential or proprietary information in the Bank's possession regarding the Loans and the Borrowers, including, without limitation, information concerning the Borrowers' assets, liabilities, business operations, legal and financial affairs, projections, analyses, compilations, studies and other documents prepared by the Borrowers, the Bank or their representatives, advisors or agents. Any such non-public, confidential or proprietary information furnished to you or your representatives, together with documents such as notes, memoranda, analyses, compilations, forecasts, studies or other documents prepared by you, your agents, representatives (including attorneys, accountants and financial advisors) or employees which contain or otherwise reflect such information are hereinafter referred to as the "Confidential Information." Before providing the Confidential Information to you, the Bank requires that, in consideration of the Bank's furnishing you with the Confidential Information, you agree that the following conditions and limitations apply to your use and dissemination of the Confidential Information:

1. All Confidential Information furnished or disclosed to you in any manner, including, without limitation, in written form, orally, or through any electronic, facsimile, or computer related communication, whether intentionally or unintentionally, by the Bank or its representatives, advisors or agents, (including, without limitation, that obtained through any website or electronic means hosted or maintained by **Jones Lang LaSalle Americas, Inc.**) whether or not stamped or otherwise identified as confidential, shall be kept confidential and (except as provided in the next sentence) shall not, without the Bank's prior written consent, be disclosed by you, or by your agents, representatives or employees, in any manner whatsoever, in whole or in part. Notwithstanding the foregoing, the Confidential Information may be disclosed to (a) those of your directors, officers, employees, attorneys, accountants, auditors, examiners and other representatives who are working on the evaluation of the Loans and/or need to know such information (collectively, the "Representatives"), (b) regulators or agencies exercising jurisdiction over you, or (c) any prospective purchaser of or participant in the Loans that has entered into a confidentiality agreement with the Bank substantially in the form hereof. The Confidential Information shall be used solely and exclusively in connection with your evaluation of the Loans for purchase. You represent that each of your Representatives, and each prospective purchaser of or participant in the Loans, who receives Confidential Information pursuant to this Agreement will be apprised of this Agreement and of his, her or its obligations concerning the confidentiality of the Confidential Information and proper use thereof. You acknowledge and agree that you will be responsible for any breach of this Agreement by any such person. If you decide not to purchase the Loans, you shall promptly destroy all Confidential Information in your possession or under your control, including, without limitation, your notes and other work product regarding the Loans, any property relating to the Loans and the Borrowers, and upon request provide the Bank with a written statement, which must be in form and content reasonably acceptable to the Bank, certifying that such destruction has occurred. Except as may be required under applicable law and regulation, neither you nor any of your Representatives shall, without the prior written consent of the Bank, disclose to any third party the existence of this Agreement or the nature or results of any evaluation of the Loans or the Borrowers made by you as contemplated by this Agreement. You agree that neither you nor any of your Representatives will

contact the Borrowers, any guarantors of the Loans or any sponsors of such parties regarding the Loans or any property relating to the Loans at any time prior to the termination of this Agreement.

2. Notwithstanding anything to the contrary in this Agreement, "Confidential Information" shall not include any portions of information that (a) are or become available to the public through no action by you or your Representatives or potential purchasers or participants, or (b) are or become available to you on a non-confidential basis from a source, other than the Bank or its agents or representatives, which you believe, after reasonable inquiry (including of the Bank) is not prohibited from disclosing such portions of information to you by a contractual, legal or fiduciary obligation.

3. You acknowledge that neither the Bank nor any of its agents or representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and that the Bank and its agents and representatives expressly disclaim any and all liability that may be based on the Confidential Information, errors therein or omissions therefrom. You agree that the Bank has no obligation to update or supplement any of the Confidential Information. You further agree that neither the Bank nor any of its representatives or advisors will have any liability to you or any of your Representatives resulting from the use of the Confidential Information by you or any of your Representatives.

4. In the event that you or anyone to whom you transmit the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process), you will provide the Bank with prompt written notice of such requirement as promptly as practical so that the Bank may seek a protective order or other appropriate remedy and/or waive compliance with the terms this Agreement. In the event that such protective order or other remedy is not obtained by the time you are required to comply with such requests, or if prior notice is not possible, you may comply with such requests, subject to using your reasonable efforts to furnish only that portion of the Confidential Information which is legally required and to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

5. You agree that, if the Bank is required to bring an action to enforce the provisions of this Agreement, the damages would be irreparable and difficult to measure, and therefore, the Bank shall be entitled to injunctive and other equitable relief in addition to any other relief available in law. Should any action be brought to enforce this Agreement, the prevailing party shall be entitled to a reasonable amount for attorneys' fees and costs in addition to any other relief which may be awarded.

6. You shall provide reasonable security for all Confidential Information in your possession or under your control. You acknowledge that the Bank is subject to oversight by the United States Office of the Comptroller of Currency and, upon written request of the Auditors, as defined below, or the Bank, you shall provide to the internal and external auditors and personnel of the Bank, and any examiners or agents from any regulatory body asserting jurisdiction over the business of the Bank (collectively, the "Auditors"), access to, among other things, your records, systems, controls, processes and procedures related to your obligations under this Agreement. You shall fully cooperate and provide to the Auditors, in a timely manner, all such assistance as they may reasonably require in connection with any such audit or examination.

7. This Agreement will terminate on (a) the date that the Bank assigns the Loans to you, or (b) the date that the Bank receives written notice from you certifying that you have destroyed all Confidential Information that had been in your possession or under your control, including, without limitation, your notes and other work product regarding the Loans, any property relating to the Loans and the Borrowers, provided that such written notice is in form and content reasonably acceptable to the Bank.

8. This Agreement constitutes the entire agreement of the parties hereto with respect to the Confidential Information and supersedes all prior agreements of the parties relating to the subject matter hereof. The provisions set forth in this Agreement may only be modified or waived by a separate writing by the parties hereto, expressly so modifying or waiving such provisions. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA, without giving effect to the otherwise applicable principles of laws as to conflicts or choice of law of such state. You hereby irrevocably and unconditionally submit to the jurisdiction of any court of the State of Minnesota or any federal court sitting in the State of Minnesota for purposes of any suit, action or any other proceeding arising out of or relating to or in connection with this Agreement which is brought by or against you (and you agree not to commence any action, suit or proceedings related thereto except in such courts) and agree that service of any process, summons, notice or document by U.S. Registered Mail to your address set forth above shall be effective service of process for any action, suit or proceeding brought against you in any such court. You hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of or relating to or in connection with this Agreement which is brought by or against you in the courts of the State of Minnesota or any federal court sitting in the State of Minnesota and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

If the foregoing terms and conditions are acceptable, please so indicate by clicking on the "I agree" button, whereupon it shall become our binding agreement.