

To The Holders of Class A and Class AA Common Shares of  
**Griffin Realty Trust, Inc.**

January 16, 2023

**RE: Cash Offer To Purchase**

Dear Shareholder,

We are pleased to provide the Class A and Class AA Shareholders of Griffin Realty Trust, Inc. with an opportunity to sell their shares. CMG Partners, LLC and its affiliates, CMG Income Fund II, LLC, CMG Liquidity Fund, LLC, and Blue River Capital, LLC (jointly, the “Purchasers” or “CMG”), **are offering to purchase 500,000 of the Class A and the Class AA shares (the “Shares”) of Griffin Realty Trust, Inc. (the “Company”, or “GRT”) for \$3.40 per Share in cash**, upon the terms and subject to the conditions contained in the Offer to Purchase dated January 16, 2023, and the Agreement of Assignment and Transfer (together, the “Offer”). On August 5, 2022, the Company announced significant new information: a lower **Net Asset Value (“NAV”) of \$7.37 per Share as of June 30, 2022, an amended and restated Share Redemption Program (“SRP”), and a potential restructuring to split the Company into two separate entities.** Under the proposed restructuring, GRT would spin-off a separate company that would own primarily the existing industrial properties, while GRT would continue to own the remaining office properties (the “Spin-Off Transaction”). If the Spin-Off Transaction is completed as contemplated, the spin-off shares representing ownership of the industrial properties would be listed on an exchange shortly after the transaction is completed, while the office properties held by GRT would be strategically sold over time. This Offer to Purchase includes any shares distributed to the holders of Class A and Class AA shares of the Company in connection with the Spin-Off Transaction after the offer date, January 16, 2023.

**Shareholders who wish to obtain liquidity now may wish to consider the following:**

- ***The Shares are not currently listed on a public securities exchange, making them difficult to sell, and the SRP is limited to redemptions in connection with a Shareholder’s death, disability or incompetence.***
- ***Our Offer includes the option to tender all or a specified number of Shares, thereby allowing you to retain some of your Shares if desired.***
- ***This is an all-cash Offer.*** Shareholders may prefer to obtain a full liquidation now, versus having two separate classes of shares, only one of which would be publicly traded at an unknowable future price.
- ***We do not charge commissions or transfer fees of any kind.***
- ***Our Offer provides an opportunity to sell your Shares now, in a prompt and efficient manner.***

An Agreement of Assignment and Transfer form is enclosed, which you can fill out and return in the envelope provided if you wish to sell your Shares. **Please read the reverse of this letter, the Agreement of Assignment and Transfer and the Offer before deciding to tender your Shares.** Copies of the Offer are available on our website at [www.cmginvestments.com/grt.pdf](http://www.cmginvestments.com/grt.pdf). Alternatively, a copy can be mailed to you upon request at no charge. If you have any questions, please call us at (425) 376-0693.

Very Truly Yours,

CMG Partners, LLC

***Please note that our offer expires on February 22, 2023; we would need to receive your Agreement of Assignment by that date if you wish to accept the offer.***

Should you choose to accept our offer, simply complete, sign and return the Agreement of Assignment and Transfer enclosed and ***have all signatures Medallion Signature Guaranteed***. Medallion Signature Guarantees can be obtained at most banks and brokerage firms at no cost. (Note: if you experience difficulties in obtaining a Medallion Signature Guarantee, please contact us as we may be able to help with this process.) If available, please also include a copy of your account statement from the Company to assist in the prompt completion of the transaction. We will mail your check within 2 business days of our receipt of written confirmation from the Company's transfer agent that the transfer is effective. Generally, this occurs approximately 3 weeks after the expiration of the offer, providing we receive your properly completed Assignment by the expiration date. Transfers and payment can take longer in certain cases, such as the Shares being owned in an IRA account, or in the event that the Company's transfer of the Shares becomes protracted, which would be out of our control. **If you sell your Shares to us, we will do everything in our control to provide a prompt sale of your Shares.**

There are no financing contingencies with the Offer. The Purchasers are not affiliated with the Company or its management, and are seeking to acquire Shares for investment purposes only. You may be able to sell your Shares in secondary auction transactions, possibly at higher prices. Our review of the primary independent publications that report secondary auction trades; *The Stanger Report* (Fall 2022) revealed sales of the Shares between \$5.33 and \$7.60 and *The Direct Investment Spectrum* (May/June 2022) revealed sales of Shares between \$6.75 and \$7.80, respectively. It may be relevant to note that some of these trades occurred prior to the new NAV, which declined by 18% from the previous estimate. Moreover, such auction trades are reduced by steep commissions and various fees, which can significantly reduce the *net proceeds* of the transaction. Secondary auction trades can also take up to 3 months to complete in our experience. By contrast, because our price is not reduced by any commissions or fees, you may receive more net proceeds through our offer than an auction trade completed at a similar price. Transactions administered via our tender offer procedures are normally completed in much less time than an auction sale. **If you tender your Shares to us, you can lock in your price and get your cash promptly.**

Shortly, you should receive a letter from the Company regarding our Offer, which you may wish to consider prior to making a decision about selling your Shares. We may choose to resell some or all of the Shares we receive in this Offer to another party. The CMG entities and Blue River Capital are owned and managed by Mark J. Swenson and Alex J. Swenson, respectively, who are both U.S. citizens. This offer is limited to our purchasing an aggregate of 500,000 Shares, or approximately 0.69% of the total Shares outstanding as of November 10, 2022 and will **expire at 11:59 P.M. PST on February 22, 2023.**

More information about the Company is available from the Company's website or on the SEC's EDGAR website. The Purchasers retain the right to terminate or amend this Offer at any time, subject to the terms contained in the Offer which is available on our website ([www.cmginvestments.com/grt.pdf](http://www.cmginvestments.com/grt.pdf)), or a copy can be delivered to you for free upon request. You can also check our website, [cmginvestments.com](http://cmginvestments.com), for any updates or amendments to the Offer.

Our Offer price was determined by applying an approximate 54% discount to the Company's estimated net asset value. A liquidity discount of this nature is customary in transactions of illiquid securities in our experience, though we cannot attest to the validity of that pricing method. Because the Shares do not trade on any national securities exchange, it is difficult to determine a fair market value of the Shares, and as a result, our Offer price does not necessarily equal their fair market value.

Any and all dividends or distributions (including, but not limited to any shares issued in the Spin-Off Transaction) paid or payable to you by the Company after the expiration date of the Offer will belong to the Purchasers. To the extent you receive and retain dividends or distributions after that date, the same amount would be deducted from your sale proceeds.

Notwithstanding the foregoing, tender of Shares will include the tender of any and all securities into which the Shares may be converted or for which the Shares may be exchanged and any securities distributed with respect to the Shares (including, but not limited to any securities distributed to tendering Shareholders in connection with the Spin-Off Transaction from and after the Offer Date).

The withdrawal rights contained in the Offer terminate upon the expiration of the Offer on February 22, 2023. If you elect to tender your Shares, beyond the expiration of the Offer your assignment to us is irrevocable. As such, after the offer's expiration date you would not be able to cancel your assignment.

**AGREEMENT OF ASSIGNMENT AND TRANSFER  
GRIFFIN REALTY TRUST, INC.  
CLASS A AND CLASS AA COMMON STOCK**

I hereby tender to CMG Partners, LLC, CMG Income Fund II, LLC, CMG Liquidity Fund, LLC, and Blue River Capital, LLC and/or its assigns (jointly, "CMG"), the above-referenced number of Shares of Class A and Class AA common stock, including any shares distributed with respect to the number of Class A and Class AA common stock referenced above in connection with the potential spin-off transaction (the "Spin-Off Transaction"), or if no number or "all" is entered by me then all of the Shares I own, which may be more than the pre-printed number above, ("Shares") in Griffin Realty Trust, Inc. (the "Company"), for \$3.40 per Share in cash. This cash compensation will be reduced by the amount of any dividends or distributions made to me after February 22, 2023, upon the other terms and subject to the conditions set forth in the Offer to Purchase, dated January 16, 2023 (the "Offer to Purchase") and in this Agreement of Assignment and Transfer, (the "Agreement"), as each may be supplemented or amended from time to time (which together constitute the "Offer"). I acknowledge that I have received the Offer to Purchase and I hereby confirm that the Company's most recently published estimated value per Share of \$7.43 has been disclosed to me. The Offer shall remain open until February 22, 2023, subject to termination by CMG pursuant to the terms of the Offer. Payment for the Shares tendered hereby will be made by check, mailed to me at the address on the reverse promptly after CMG's receipt of written confirmation from the Company that the transfer of the Shares to CMG is effective.

Subject to, and effective upon acceptance of this Agreement, I hereby sell, assign, transfer, convey and deliver ("Transfer") to CMG all of my right, title and interest in and to the Shares tendered, including any securities that derive from the Shares (including, but not limited to shares issued in the Spin-Off Transaction after the offer date, January 16, 2023), and any and all dividends or benefits issued in respect thereof after February 22, 2023, including, without limitation, all rights in, and claims to, any Company profits and losses, cash and non-cash dividends, voting rights and any other benefits distributable or allocable to the Shares under the Company's governing documents. It is my understanding, and I hereby acknowledge and agree, that CMG shall be entitled to receive all dividends of cash or other property, including any securities that derive from the Shares, from the Company attributable to the Shares that are made after February 22, 2023, without regard to whether the cash or other property included in any such dividend was received by the Company before or after the Transfer, or whether the applicable sale, financing, refinancing or other disposition occurred before or after the Transfer. I recognize that under certain circumstances set forth in the Offer to Purchase, CMG may not be required to accept any of the Shares I tender. In such event, I understand that any Agreement not accepted for payment will be destroyed by CMG. Other than the withdrawal rights as stated in the Offer to Purchase, this tender is irrevocable.

I hereby irrevocably constitute and appoint CMG as my true and lawful agent and attorney-in-fact with respect to the Shares, with full irrevocable power of substitution (such power of attorney and proxy being deemed to be an irrevocable power and proxy coupled with an interest) to (a) vote or act in such manner as CMG shall deem proper with respect to the Shares; (b) deliver the Shares and transfer ownership of the Shares on the Company's books maintained by the transfer agent; (c) endorse, on my behalf, any and all payments received by CMG from the Company that are made after February 22, 2023 which are made payable to me, in favor of CMG; (d) execute a Loss and Indemnity Agreement relating to the Shares on my behalf if I fail to include my original certificate(s), if any, (e) receive all benefits and cash dividends and otherwise exercise all rights of beneficial ownership of the Shares; (f) direct the transfer agent to process the Transfer of the Shares, including any securities that derive from the Shares to CMG; and (g) execute any form of assignment and transfer document or other document requested by the Company or the Company's transfer agent to complete the Transfer. I hereby direct the Company and the transfer agent to remit to CMG any dividends made by the Company with respect to the Shares after February 22, 2023. To the extent that any other dividends are paid to me, I agree to promptly pay over such distributions to CMG. I further agree to pay any attorney fees, expenses and costs incurred by CMG in connection with the enforcement of any of my obligations hereunder or my breach of any of the agreements made by me herein. If legal title to the Shares is held in an IRA or KEOGH or similar account, I understand that this agreement must be signed by the custodian of such account. Furthermore, I authorize and direct the custodian of such account to confirm this agreement, and I hereby indemnify the Custodian from any loss or claim resulting from their reliance on and their execution of this agreement.

Upon the purchase of Shares pursuant to the Offer, all prior proxies and consents given by me with respect to such Shares will be revoked and no subsequent proxies or consents may be given (and if given will not be deemed effective). In addition, by executing this Agreement, I assign to the Purchasers all of my rights to receive any and all dividends and distributions (including, but not limited to shares issued in the Spin-Off Transaction) from the Company with respect to Shares which are purchased pursuant to the Offer, other than dividends paid through the Expiration Date, and all proceeds that are paid after the Expiration Date from or as a result of any claim, litigation, class or derivative claims brought pursuant to such action accrued. I hereby represent and warrant that I own the Shares tendered hereby and have full power and authority to validly tender, sell, assign, and transfer the Shares tendered hereby, and that when any such Shares are purchased by the Purchasers, the Purchasers will acquire good, marketable, and unencumbered title thereto, free and clear of all liens, restrictions, charges, encumbrances, conditional sales agreements, or other obligations relating to the sale or transfer thereof, and such Shares will not be subject to any adverse claim. I understand that a tender of Shares to the Purchasers will constitute a binding agreement between the Purchasers and me upon the terms and subject to the conditions of the Offer.

I represent and warrant that I am a "United States Person," as defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended. I hereby release and discharge the transfer agent and the Company, and its officers, directors, shareholders, employees and agents from all actions, causes of actions, claims or demands I have, or may have, against the Company or transfer agent that result from their reliance on this agreement. I hereby indemnify and hold the Company harmless from and against all claims, demands, damages, losses, obligations and responsibilities arising out of a breach of any representation or warranty set forth herein. Upon request, I will execute and deliver any additional documents deemed by CMG to be necessary to complete this assignment, transfer and purchase of the Shares, including obtaining a Medallion Signature Guarantee of my signature(s) (which I understand may be required for transfer, and I acknowledge that the lack thereof does not affect the validity of my assignment to CMG). I hereby certify that (a) the number shown on this form is my correct Social Security Number or Taxpayer Identification Number and (b) I am not subject to backup withholding. I hereby also certify that I am not a nonresident alien, not a foreign corporation or partnership, foreign trust or estate. I understand that this certification may be disclosed to the IRS by CMG, and that any false statements contained herein could be punishable by fine, imprisonment, or both.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and wholly performed within Washington by persons domiciled in Washington, and without regard to any conflicts of law principles thereunder. I and CMG agree that: (a) any dispute, claim, or controversy arising out of a purchase of Shares or this Agreement will be resolved by submission to trial without a jury in King County, Washington, (b) all parties hereby EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL in connection with any such dispute, and expressly SUBMIT AND CONSENT TO THE EXCLUSIVE JURISDICTION OF THE KING COUNTY SUPERIOR COURT for the State of Washington and waive all defenses to jurisdiction and venue, and (c) in any such action, the prevailing party shall be entitled to recover the fees, expenses and costs including without limitation reasonable attorney fees, and all other costs and expenses incurred by such party in the collection or enforcement of any judgment or award.

Please obtain a Medallion Signature Guarantee from your bank or broker.

- **UPDATE THE FOLLOWING INFORMATION IF NECESSARY:**

Name: \_\_\_\_\_

**Griffin Realty Trust, Inc.**

Address: \_\_\_\_\_

**Class A or Class AA Common Stock \$3.40 Per Share<sup>1</sup>**

Address 2: \_\_\_\_\_

**Shares Owned:** \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

**Offer Expires: February 22, 2023**

- How many Shares are you selling? Enter "All" or a number: \_\_\_\_\_ (assumed "All" if no number entered); place an "X" here: \_\_\_\_\_ if you only want to sell your Shares if ALL your Shares can be purchased.
- Complete the applicable fields below and sign your name indicating your agreement to the terms of the tender Offer on the reverse.
- A comprehensive Offer document with further detail can be reviewed on our website at ([www.cmginvestments.com/grt.pdf](http://www.cmginvestments.com/grt.pdf)), or a copy can be delivered to you for free upon request. By signing below, you confirm your acknowledgement that we have disclosed to you the details provided in that document.

Shareholder Information	Medallion Signature Guarantee
Your Name: _____ Signature: _____ Social Security #: _____ Email Address: _____ Phone Number: _____ Date: _____ Griffin Realty Trust Acct # _____	<i>(Obtain Medallion stamp here)</i>
<b>Joint Owner(s) (if applicable)</b> Name(s): _____ Signature(s): _____ Social Security #: _____	
<b>Custodian (Required only if Shares held in IRA/KEOGH)</b> Name: _____ Signature: _____ IRA Account #: _____ Phone Number: _____ Date: _____	<i>(Obtain Medallion stamp here) if more than one signature</i>

**THE OFFER, WITHDRAWAL RIGHTS, AND PRORATION PERIOD WILL EXPIRE AT 11:59 P.M., PACIFIC TIME, ON FEBRUARY 22, 2023 (THE "EXPIRATION DATE") UNLESS EXTENDED.**

CMG Partners, LLC 12828 Northup Way Suite #110 Bellevue, WA. 98005 (425) 376-0693 FAX: (425) 376-0723

<sup>1</sup> The tender of Class A and Class AA common stock includes any shares distributed with respect to such shares in connection with the Spin-Off Transaction.



OFFER TO PURCHASE FOR CASH UP TO 500,000  
SHARES OF THE CLASS A AND THE CLASS AA COMMON STOCK  
OF GRIFFIN REALTY TRUST, INC.  
AT  
\$3.40 PER SHARE, OR A TOTAL OFFER OF UP TO \$1,700,000

by: CMG INCOME FUND II, LLC, CMG LIQUIDITY FUND, LLC, CMG PARTNERS, LLC, AND  
BLUE RIVER CAPITAL LLC (collectively the “Purchasers” or “CMG”)

THE OFFER, WITHDRAWAL RIGHTS, AND PRORATION PERIOD WILL EXPIRE AT 11:59 P.M.,  
PACIFIC TIME, ON FEBRUARY 22, 2023, UNLESS THE OFFER IS EXTENDED.

The Purchasers hereby seek to acquire 500,000 shares of the Class A and the Class AA common stock, including any shares distributed to the holders of the Class A and Class AA common stock in connection with the potential spin-off transaction (the “Spin-Off Transaction”) (the “Shares”) in Griffin Realty Trust, Inc. (the “Company”). The Purchasers are not affiliated with the Company or its management. The Purchasers hereby offer to purchase 500,000 Shares at a purchase price equal to \$3.40 per Share, or a total of up to \$1,700,000 in cash, without interest, upon the terms and subject to the conditions set forth in this offer to purchase (the “Offer to Purchase”) and in the related Agreement of Assignment and Transfer, as each may be supplemented or amended from time to time (which together constitute the “Offer”). Any dividends made after February 22, 2023, or such other date to which this Offer may be extended (the “Expiration Date”) would, by the terms of the Offer and as set forth in the Agreement of Assignment and Transfer, be assigned by tendering Shareholders to the Purchasers. The Company’s most recently estimated Net Asset Value per Share is \$7.37 based on the estimated value of the Company’s assets less the estimated value of the Company’s liabilities, or net asset value, divided by the number of shares outstanding, all as of June 30, 2022, with the exception of certain adjustments after such date described in the Company’s valuation disclosure.

Tender of Shares will include the tender of any and all securities into which the Shares may be converted or for which the Shares may be exchanged and any securities distributed with respect to the Shares (including, but not limited to any securities distributed to tendering shareholders in connection with the Spin-Off Transaction) from and after January 16, 2023 (the “Offer Date”). Purchasers are entitled to all proceeds that are paid after the Expiration Date from or as a result of any claim, litigation, class or derivative action brought by or for the benefit of the tendering Shareholders with respect to the transferred Shares, regardless of when the claim is asserted and such action accrued.

The Company had approximately 59,000 total shareholders of record and approximately 24,509,573 Class A Shares outstanding and 47,529,118 Class AA Shares outstanding as of April 28, 2022, according to its Annual Report on Form 10-K for the fiscal year ending December 31, 2021, and approximately 24,481,843 Class A Shares outstanding and 47,522,112 Class AA Shares outstanding as of November 10, 2022, according to its Quarterly Report on Form 10-Q for the quarter ended September 30, 2022. The Purchasers and their affiliates currently beneficially own 8,125 Shares, or 0.01% of the outstanding Shares. The 500,000 Shares subject to the Offer constitute 0.69% of the outstanding Shares. Consummation of the Offer, if all Shares sought are tendered, would require payment by the Purchasers of up to \$1,700,000 in aggregate purchase price, which the Purchasers intend to fund out of their current working capital and binding capital commitments from their members. The address of the Company’s principal executive office is 1520 E. Grand Avenue, El Segundo, California 90245, and its phone number is (310) 606-3200.

Holders of Shares (“Shareholders”) are urged to consider the following factors:

- Shareholders who tender their Shares will give up the opportunity to participate in any future benefits from the ownership of Shares, including receipt of any shares distributed in connection with the Spin-Off Transaction and potential future dividends paid after February 22, 2023 by the Company, and the purchase price per Share payable to a tendering Shareholder by the Purchasers may be less than the total amount which might otherwise be received by the Shareholder with respect to the Shares.
- Our offer price is less than the most recently disclosed estimated net asset value (“NAV”) of \$7.37 as of June 30, 2022.
- The Purchasers are making the Offer for investment purposes and with the intention of making a profit from the ownership of the Shares. In establishing the purchase price of \$3.40 per Share, the Purchasers are motivated to establish a price low enough to anticipate making a profit on its investment, yet which might be acceptable to Shareholders who desire liquidity. There is no public market for the Shares, and neither the Shareholders nor the Purchasers have any accurate means for determining the actual present value of the Shares. The Tender Offer price does not necessarily equal the fair market value of the Shares. Although there can be no certainty as to the actual present value of the Shares the offer price is less than the Company’s estimated Net Asset Value of \$7.7 as of June 30, 2022 provided by the Company. The Purchasers have not made an independent appraisal of the Shares or the Company’s properties and are not qualified to appraise real estate. Furthermore, there can be no assurance as to the timing or amount of any future Company dividends, and there cannot be

any assurance that the Company's NAV estimate accurately reflects the realizable value of the Shares or that the actual amounts which may be realized by holders for the Shares may not vary substantially from this estimate.

- The Depositary, CMG Partners, LLC, is one of the Purchasers. No independent party will hold securities tendered until the offer closes and payment is made. Because there is no independent intermediary to hold the Purchasers' funds and tendered securities, the Purchasers may have access to the securities before all conditions to the Offer have been satisfied and selling Shareholders have been paid; however, neither the Depositary nor the Purchasers has any rights with respect to the Shares prior to the Expiration Date and acceptance by the Purchasers for payment. Further, by tendering your Shares, you agree to resolve any disputes that may arise between you and the Purchasers or the Depositary without a jury trial, to subject yourself to personal jurisdiction in King County, Washington, and that the prevailing party in any such action will be entitled to recover attorney fees, costs and expenses.
- The Offer provides Shareholders an option to sell "All or None" of their Shares, thereby allowing Shareholders the option to avoid proration if more than 500,000 Shares are tendered. See "Tender Offer—Section 2—Acceptance for Payment and Payment for Shares; Proration" and "Section 4—Withdrawal Rights; Automatic Withdrawal Option." The Purchasers may accept only a portion of the Shares tendered by a Shareholder if a total of more than 500,000 Shares are tendered and the Shareholder does not select the "All or None" option.

**THE OFFER TO PURCHASE IS NOT CONDITIONED UPON ANY MINIMUM NUMBER OF SHARES BEING TENDERED. IF MORE THAN 500,000 SHARES ARE VALIDLY TENDERED AND NOT WITHDRAWN, THE PURCHASERS WILL ACCEPT FOR PURCHASE 500,000 SHARES FROM TENDERING SHAREHOLDERS (WHO DO NOT ELECT THE "ALL OR NONE" OPTION) ON A PRO RATA BASIS, SUBJECT TO THE TERMS AND CONDITIONS HEREIN. A SHAREHOLDER MAY TENDER ANY OR ALL SHARES OWNED BY SUCH SHAREHOLDER.**

The Purchasers expressly reserve the right, in their sole discretion, at any time and from time to time, (i) to extend the period of time during which the Offer is open and thereby delay acceptance for payment of, and the payment for, any Shares, subject to the restriction below, (ii) upon the occurrence of any of the conditions specified in Section 13 of this Offer to Purchase and prior to the Expiration Date, to terminate the Offer and not accept for payment any Shares, and (iii) to amend the Offer in any respect prior to the expiration date. Notice of any such extension, termination, or amendment will promptly be disseminated to Shareholders in a manner reasonably designed to inform Shareholders of such change in compliance with Rule 14d-4(d) under the Securities Exchange Act of 1934 (the "Exchange Act"). In the case of an extension of the Offer, such extension will be followed by a press release or public announcement which will be issued no later than 9:00 a.m., Eastern Time, on the next business day after the scheduled Expiration Date, in accordance with Rule 14e-1(d) under the Exchange Act.

**IMPORTANT**

Any Shareholder desiring to tender any or all of such Shareholder's Shares should complete and sign the Agreement of Assignment and Transfer (a copy of which is included in this Offer to Purchase) in accordance with the instructions in the Agreement of Assignment and Transfer and mail, deliver or fax the Agreement of Assignment and Transfer and any other required documents to CMG Partners, LLC (the "Depositary"), one of the Purchasers, at the address or facsimile number set forth below.

**CMG Partners, LLC  
12828 Northup Way, Suite 110  
Bellevue, WA 98005**

Fax: (425) 376-0723

Questions or requests for assistance or additional copies of this Offer to Purchase or the Agreement of Assignment and Transfer may be directed to the Purchasers at (425) 376-0693.

**NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY RECOMMENDATION OR ANY REPRESENTATION ON BEHALF OF THE PURCHASERS OR TO PROVIDE ANY INFORMATION OTHER THAN AS CONTAINED HEREIN OR IN THE AGREEMENT OF ASSIGNMENT AND TRANSFER. NO SUCH RECOMMENDATION, INFORMATION OR REPRESENTATION MAY BE RELIED UPON AS HAVING BEEN AUTHORIZED.**

The Company is subject to the information and reporting requirements of the Exchange Act and in accordance therewith is required to file reports and other information with the Securities and Exchange Commission ("SEC") relating to its business, financial condition and other matters. Such reports and other information are available on the SEC's electronic data gathering and retrieval (EDGAR) system, at its internet web site at [www.sec.gov](http://www.sec.gov).

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## SUMMARY TERM SHEET

The Purchasers are offering to purchase up to 500,000 Shares for \$3.40 per Share in cash, without interest. We are providing this summary term sheet for your convenience. It highlights material information in the Offer to Purchase, but you should realize that it does not describe all of the details of the Offer to the same extent described in the Offer to Purchase. We recommend that you read the entire Offer to Purchase and the Agreement of Assignment and Transfer because they contain the full details of the Offer. We have included references to the sections of the Offer to Purchase where you will find a more complete discussion.

### WHO IS OFFERING TO BUY MY SECURITIES?

The offer to purchase your Shares is being made jointly by CMG Income Fund II, LLC, CMG Liquidity Fund, LLC, CMG Partners, LLC, and Blue River Capital, LLC. Each of the Purchasers is an investment company specializing in real estate securities and private investments. Mark J. Swenson is the sole member and manager of the CMG entities, and Alexander J. Swenson is the controlling member and sole manager of Blue River Capital, LLC. None of the Purchasers is affiliated with the Company or its management. See “Tender Offer—Section 11, Certain Information Concerning the Purchasers,” and “Schedule I, The Purchasers and Their Principal.”

### WHAT ARE THE CLASSES AND AMOUNTS OF SECURITIES SOUGHT IN THE OFFER?

We are seeking to purchase up to 500,000 shares of the Company’s Class A and Class AA common stock, including any shares distributed to the holders of the Class A and Class AA common stock in connection with a potential spin-off transaction, which we refer to as the “Spin-Off Transaction.” These are the “Shares” issued to investors in the Company. See “Introduction.”

### HOW MUCH ARE YOU OFFERING TO PAY AND WHAT IS THE FORM OF PAYMENT?

We are offering to pay \$3.40 per Share, net to you in cash, without interest. Any dividends paid after the Expiration Date would, by the terms of the Offer and as set forth in the Agreement of Assignment and Transfer, be assigned by tendering Shareholders to the Purchasers. If you hold your Shares directly as the registered owner and you tender your Shares in the Offer, you will not have to pay brokerage fees or similar expenses. If you own your Shares through a broker, dealer, commercial bank, trust company or other nominee, and the holder of your Shares tenders them on your behalf, your broker, dealer, commercial bank, trust company or other nominee may charge you a fee for doing so. You should consult the broker, dealer, commercial bank, trust company or other nominee that holds your Shares to determine whether any charges will apply. See “Tender Offer—Section 1. Terms of the Offer.”

### DO YOU HAVE THE FINANCIAL RESOURCES TO MAKE PAYMENT?

If the total amount of Shares sought is purchased, the Purchasers’ capital commitment will be approximately \$1,700,000. The Purchasers have cash and other liquid assets sufficient to fund all of their commitments under this Offer, and also have binding capital commitments from their members. See “Tender Offer—Section 12. Source of Funds.”

### IS THE FINANCIAL CONDITION OF THE BIDDERS MATERIAL TO MY DECISION ON WHETHER TO TENDER IN THE OFFER?

Because this is a cash offer that is not conditioned on financing being available, and the Purchasers have more than adequate resources and no intention to take control of the Company, other information concerning the Purchasers’ financial condition is not material to your decision.



HOW LONG DO I HAVE TO DECIDE WHETHER TO TENDER IN THE OFFER AND DO I HAVE TO DO ANYTHING IF I DON'T WANT TO ACCEPT?

You will have at least until 11:59 p.m., Pacific Time, on February 22, 2023, to decide whether to tender your Shares in the Offer. You do not have to take any action in response to this Offer if you do not wish to sell your Shares. If you wish to sell, you must complete and send in the Agreement of Assignment and Transfer. See “Tender Offer—Section 1. Terms of the Offer.”

WILL ALL OF THE SHARES I TENDER BE ACCEPTED BY THE PURCHASERS?

The Purchasers desire to purchase up to 500,000 Shares. If the number of Shares validly tendered and not properly withdrawn on or prior to the Expiration Date is less than or equal to 500,000, we will purchase all Shares so tendered and not withdrawn, upon the terms and subject to the conditions of the Offer. However, if more than 500,000 Shares are so tendered and not withdrawn, we will accept for payment and pay for 500,000 Shares so tendered, pro rata according to the number of Shares so tendered, adjusted by rounding down to the nearest whole number of Shares tendered by each Shareholder to avoid purchases of fractional Shares, as appropriate. However, you have the option to sell “All or None” of your Shares by placing an “X” in the space provided for the All or None election on the Agreement of Assignment and Transfer. If you select the All or None option, we will only purchase your Shares if we can purchase all of your Shares; otherwise, you will be deemed to automatically withdraw your tender. See “Tender Offer—Section 2. Acceptance for Payment and Payment for Shares; Proration” and “Section 4. Withdrawal Rights.”

CAN THE OFFER BE EXTENDED AND UNDER WHAT CIRCUMSTANCES?

The Offer can be extended in our discretion. See “Tender Offer—Section 5. Extension of Tender Period; Termination; Amendment.”

HOW WILL I BE NOTIFIED IF THE OFFER IS EXTENDED?

If we extend the Offer, we will make a public announcement of the extension, not later than 9:00 a.m., Eastern Time, on the day after the day on which the Offer was scheduled to expire. You can call us to see if it has been extended, check for press releases, or check our website at [www.cmginvestments.com/grt.pdf](http://www.cmginvestments.com/grt.pdf). See “Tender Offer—Section 5. Extension of Tender Period; Termination; Amendment.”

WHAT ARE THE MOST SIGNIFICANT CONDITIONS TO THE OFFER?

There are no conditions to the Offer based on a minimum number of Shares tendered, the availability of financing, or the success of the Offer. However, we may not be obligated to purchase any Shares if certain conditions occur, such as legal or government actions which would prohibit the purchase. Furthermore, we are not obligated to purchase any Shares which are validly tendered if, among other things, there is a material adverse change in the Company or its business. Please see the discussion in “Tender Offer—Section 13. Conditions of the Offer,” for a description of all conditions. Further, by tendering your Shares, you agree to resolve any disputes that may arise between you and the Purchasers or the Depositary without a jury trial, to subject yourself to personal jurisdiction in King County, Washington, and that the prevailing party in any such action will be entitled to recover attorney fees, costs and expenses. However, by so doing, you are not waiving any of your rights under the federal securities laws or any rule or regulation thereunder. See “Tender Offer—Section 16. Miscellaneous.”

WHEN WILL YOU PAY ME FOR THE SHARES I TENDER?

Upon the Expiration of the Offer and our acceptance of the Shares you tender, we will pay you within 2 business days of our receipt from the transfer agent of written confirmation that the transfer of the Shares to us is completed. In our experience, this process can take about 3 weeks from the Expiration of the Offer, assuming all the paperwork is properly completed. However, this process can be delayed in the event that the Company or its transfer agent’s processing of share transfers is protracted. Also, if you hold your Shares in a custodial account (such as

an IRA), there may also be additional delay caused by the custodian, who must also sign and Medallion Signature Guarantee the Agreement of Assignment and Transfer. In order to help us process your transfer as promptly as possible, please provide a recent account statement from the Company. See “Tender Offer—Section 2. Acceptance and Payment for Shares; Proration.”

**HOW DO I TENDER MY SHARES?**

To tender your Shares, you must deliver a completed Agreement of Assignment and Transfer to the Depository at: CMG Partners, LLC, 12828 Northup Way, Suite 110, Bellevue, WA 98005; Telephone: (425) 376-0693; Facsimile Transmission: (425) 376-0723, no later than the time the Offer expires. See “Tender Offer—Section 3. Procedures for Tendering Shares.”

**UNTIL WHAT TIME CAN I WITHDRAW PREVIOUSLY TENDERED SHARES?**

You can withdraw previously tendered Shares at any time until the Offer has expired and, if we have not agreed to accept your Shares for payment by March 16, 2023, you can withdraw them at any time thereafter until we do accept your Shares for payment. See “Tender Offer—Section 4. Withdrawal Rights.”

**HOW DO I WITHDRAW PREVIOUSLY TENDERED SHARES?**

To withdraw Shares, you must deliver a written notice of withdrawal, or a facsimile of one, with the required information to the Depository while you still have the right to withdraw the Shares. See “Tender Offer—Section 4. Withdrawal Rights.”

**WHAT DOES THE COMPANY THINK OF THE OFFER?**

The Purchasers have not sought the approval or disapproval of the Company and are not affiliated with the Company. The Company may be expected to respond with their position on the offer in the next two weeks.

**IF I DECIDE NOT TO TENDER, HOW WILL THE OFFER AFFECT MY SHARES?**

The Purchasers do not anticipate that Shares held by non-tendering Shareholders will be affected by the completion of the Offer.

**WHAT ARE THE PURCHASERS’ FUTURE INTENTIONS CONCERNING THE COMPANY?**

The Purchasers have no present intention to seek control of the Company or to change the management or operations of the Company. The Purchasers do not have any present intention to take action in connection with the liquidation of the Company or with any extraordinary transaction concerning the Company or its assets. Although the Purchasers do not have any present intention to take any action with respect to management or control of the Company, the Purchasers reserve the right, at an appropriate time, to exercise their rights as Shareholders to vote on matters subject to a Shareholder vote, including any vote affecting the sale of the Company’s assets and the liquidation and dissolution of the Company. See “Tender Offer—Section 8. Future Plans.”

**WHAT IS THE MARKET VALUE OF MY SHARES?**

Because the Shares do not trade on any national public securities exchange, the Shares do not have a readily ascertainable market value, and as such, the Purchasers do not have any accurate means for determining the actual present value of the Shares. Regardless, the Tender Offer price does not necessarily equal the fair market value of the Shares. The Company’s Shares of common stock are not currently listed on a national securities exchange. While the Shares do not trade on any national public securities exchange, the Company is currently proposing to spin off a portion of the Company’s properties via a distribution of shares of a subsidiary in the Spin-Off Transaction. If the Spin-Off Transaction is completed, the spin-off shares would be listed as publicly traded shares, thus providing partial liquidity at some future price which cannot be ascertained before the public trading of those shares

commences. Our Offer to Purchase includes any shares distributed to the holders of the Class A and Class AA common stock in connection with the Spin-Off Transaction. Our offer price is less than the most recently disclosed estimated net asset value (“NAV”) of \$7.37 as of June 30, 2022. On August 5<sup>th</sup> the Company announced an amended and restated Share Redemption Program (“SRP”), whereby share redemptions may be made in connection with a shareholder’s death, qualifying disability or determination of incompetence or incapacity. The Company’s June 30, 2022 NAV exceeds our offer price. There can be no assurance, however, that the Company’s NAV accurately reflects the actual amounts that may be realized by Shareholders for the Shares. The Purchasers have reviewed the most current independent secondary market reporting publications: *The Stanger Report* (Fall 2022) revealed sales of Shares between \$5.33 and \$7.60 and *The Direct Investment Spectrum* (May/June 2022) revealed sales of Shares between \$6.75 and \$7.80, respectively. The information published by these independent sources is believed to be the product of their private market research and does not constitute the comprehensive transaction reporting of a securities exchange. Accordingly, the Purchasers do not know whether the foregoing information is accurate or complete. The Purchasers are unaware of any other recent trading prices occurring outside of the price ranges provided by the independent reporting publications referenced above.

TO WHOM CAN I TALK IF I  
HAVE QUESTIONS ABOUT  
THE TENDER OFFER?

You can call CMG at (425) 376-0693.

#### WHY YOU SHOULD ACCEPT THIS OFFER

1. **THIS IS AN ALL-CASH OFFER.** The Offer will provide Shareholders with the opportunity to receive cash proceeds for their Shares and pay no brokerage fees or other transaction costs of any kind. The Offer provides a cash liquidity option for up to 500,000 Shares, or a total of \$1,700,000.
2. **YOU CAN SELL ALL OR PART OF YOUR SHARES.** The Offer permits Shareholders to sell all or a portion of their Shares. The Offer also provides an option to elect to tender your Shares only if all your Shares can be purchased, avoiding a partial sale.
3. **THE COMPANY’S SHARE REDEMPTION PROGRAM IS ONLY AVAILABLE IN CONNECTION WITH A STOCKHOLDER’S DEATH, DISABILITY OR DETERMINATION OF INCOMPETENCE.** On August 5, 2022 the Company announced a resumption of the SRP in connection with a stockholder’s death, qualifying disability or determination of incompetence.
4. **THE COMPANY’S SHARES ARE DIFFICULT TO SELL.** Shareholders may wish to divest themselves of a highly illiquid investment. The Company’s Shares are not currently traded on a national securities exchange, and there is no established market available for buying and selling the Company’s Shares. Rather, other than the SRP (which currently is available only for “death and disability” redemptions), there are very limited means of selling Shares promptly through a thinly traded secondary auction market. Moreover, sales on the secondary auction market incur high transaction costs which can reduce the trading price substantially. By contrast, this Offer provides a platform to sell your Shares now and provides up to \$1,700,000 in proceeds to satisfy Shareholders’ demand for liquidity.
5. **THE COMPANY’S POTENTIAL SPIN-OFF TRANSACTION WOULD ONLY PROVIDE PARTIAL LIQUIDITY.** If the spin-off is completed, Shareholders would own two separate classes of shares, only one of which would be publicly traded. Shareholders may prefer to sell all their Shares in one transaction now and avoid the complication

related to the ownership of two separate classes of common stock. Our Offer to Purchase includes any shares distributed to the holders of the Class A and Class AA common stock in connection with the Spin-Off Transaction.

### **HOW TO ACCEPT THIS OFFER**

- Step 1.** Read and review the accompanying documents and the Agreement of Assignment and Transfer carefully, for they contain important information regarding the Offer, the Company, and the Purchaser.
- Step 2.** Complete the “Agreement of Assignment and Transfer.” If not otherwise indicated, please note the number of Shares you wish to sell in the signature area of the Agreement of Assignment and Transfer and have it **Medallion Signature Guaranteed** (this can be done by your broker or bank). A medallion signature guarantee is a certification that protects you from forgery and prevents the unauthorized transfer of securities certificates.
- Step 3.** Send the completed Agreement of Assignment and Transfer Form to CMG Partners, LLC (the “Depository”). If available, please include a copy of a recent account statement concerning your Shares of the Company.

## To the Shareholders of Griffin Realty Trust, Inc.

### INTRODUCTION

The Purchasers hereby offer to purchase up to 500,000 Shares at a purchase price of \$3.40 per Share (“Offer Price”) or a total Offer of up to \$1,700,000, in cash, without interest, upon the terms and subject to the conditions set forth in the Offer. Shareholders who tender their Shares will not be obligated to pay any Company transfer fees, or any other fees, expenses or commissions in connection with the tender of Shares. The Purchasers will pay all such costs and all charges and expenses of the Depositary, one of the Purchasers, as depositary in connection with the Offer.

For further information concerning the Purchasers, see Section 11 below and Schedule I. None of the Purchasers or the Depositary is affiliated with the Company or the Company’s management. The address of the Company’s principal executive office is 1520 E. Grand Avenue, El Segundo, California 90245, and its phone number is (310) 606-3200.

#### Establishment of the Offer Price

The Purchasers have set the Offer Price at \$3.40 per Share. In determining the Offer Price, the Purchasers analyzed a number of quantitative and qualitative factors, including: (i) the lack of a formalized market for resale of the Shares and the resulting lack of liquidity of an investment in the Company; (ii) the Company’s estimated net asset value of the Shares (iii) the various risks inherent in ownership of the Shares; and (iv) the costs to the Purchasers associated with conducting the Offer and acquiring the Shares. With consideration given to the above factors, the Purchasers ultimately applied an approximate 54% discount to the Company’s estimated net asset value of \$7.7 per share as of June 30, 2022, though there can be no assurance that this value will ultimately be obtained by Shareholders who hold the Shares until a future liquidity event.

The Company’s Shares of common stock are not currently listed on a national securities exchange. The lack of any public market for the sale of Shares means that Shareholders have limited alternatives if they seek to sell their Shares. As a result of such limited alternatives for Shareholders, the Purchasers may not need to offer as high a price for the Shares as they would otherwise. On the other hand, the Purchasers take a greater risk in establishing a purchase price as there is no prevailing market price to be used for reference and the Purchasers themselves will have limited liquidity for the Shares upon consummation of the purchase. The Purchasers have reviewed the most current independent secondary market reporting publications, *The Stanger Report* (Fall 2022) revealed sales of Shares between \$5.33 and \$7.60 and *The Direct Investment Spectrum* (May/June 2022) revealed sales of Shares between \$6.75 and \$7.80, respectively. The information published by independent sources is believed to be the product of their private market research and does not constitute the comprehensive transaction reporting of a securities exchange. Accordingly, the Purchasers do not know whether the foregoing information is accurate or complete. The Purchasers are unaware of any other recent trading prices occurring outside of the price ranges provided by the independent reporting publications referenced above. The Company has a Share Redemption Program (SRP), but that program currently is suspended for ordinary redemptions. However, as of August 5, 2022 the Company has announced a resumption of the SRP in connection with a stockholder’s death, qualifying disability or determination of incompetence.

It should be noted that the Purchasers have not made an independent appraisal of the Shares or the Company’s properties and are not qualified to appraise real estate. Furthermore, there can be no assurance that the Company’s NAV estimate accurately reflects an approximate value of the Shares or that the actual amounts that may be realized by Shareholders for the Shares may not vary substantially from their estimates.

The Purchasers are offering to purchase Shares which are an illiquid investment and are not offering to purchase the Company’s underlying assets. The Offer Price represents the price at which the Purchaser is willing to purchase Shares. After evaluating several qualitative and quantitative considerations, the Purchaser ultimately arrived at the \$3.40 Offer Price by applying an approximate 54% discount to the Company’s estimated net asset value of \$7.37 per Share as of June 30, 2022. The Purchaser used a 54% discount because such a discount would meet its return targets based on its assessment of the Company’s financial metrics, but nevertheless result in the possibility of a significant number of Shareholders choosing to sell. The Purchaser applies such a discount with the intention of making a profit by holding on to the Shares until the Company is liquidated, sold, or listed on a national securities exchange. The Purchaser may, alternatively, seek to resell some or all of the tendered Shares, depending on future considerations regarding its investments and the Company’s prospects. No independent person has been retained to evaluate or render any opinion with respect to the fairness of the Offer Price and no representation is made by the Purchasers or any affiliate of the Purchasers as to such fairness. Other measures of the value of the Shares may be relevant to Shareholders. Shareholders are urged to consider carefully all of the information contained herein and consult with their own advisers, tax, financial or otherwise, in evaluating the terms of the Offer before deciding whether to tender Shares.

The Offer is not made with any current view toward or plan or purpose of acquiring Shares in a series of successive and periodic offers. Nevertheless, the Purchasers reserve the right to gauge the response to this solicitation, and, if not successful in

purchasing 500,000 Shares pursuant to this Offer, may consider future offers. Factors affecting the Purchasers' future interest in acquiring additional Shares include, but are not limited to, the relative success of the current Offer, any increase or decrease in the availability of capital for investment by the Purchasers, the current diversification and performance of the Purchasers portfolio of real estate interests, the development of any public market in the Shares or actions by unrelated parties to tender for or purchase Shares, the status of and changes and trends in the Company's operations, announcement of pending property sales and the proposed terms of sales, and local and national real estate and financial market developments and trends.

### General Background Information

Certain information contained in this Offer to Purchase which relates to, or represents, statements made by the Company or its management, has been derived from information provided in reports filed by the Company with the Securities and Exchange Commission ("SEC").

Tendering Shareholders will not be obligated to pay transfer fees, brokerage fees, or commissions on the sale of the Shares to the Purchasers pursuant to the Offer. The Purchasers will pay all charges and expenses incurred in connection with the Offer. The Purchasers desire to purchase up to 500,000 Shares. If the number of Shares validly tendered and not properly withdrawn on or prior to the Expiration Date is less than or equal to 500,000, we will purchase all Shares so tendered and not withdrawn, upon the terms and subject to the conditions of the Offer. However, if more than 500,000 Shares are so tendered and not withdrawn, we will accept for payment and pay for 500,000 Shares so tendered, pro rata according to the number of Shares so tendered, adjusted by rounding down to the nearest whole number of Shares tendered by each Shareholder to avoid purchases of fractional Shares, as appropriate. However, you have the option to tender "All or None" of your Shares by placing an "X" in the space provided on the Agreement of Assignment and Transfer. If you do choose the "all or None" election accordingly, we will only purchase your Shares if we can purchase all of your Shares; otherwise, you will be deemed to automatically withdraw your tender. See Section 2. Acceptance for Payment and Payment for Shares; Proration and Section 4. Withdrawal Rights.

**If, prior to the Expiration Date, the Purchasers increase the consideration offered to Shareholders pursuant to the Offer, such increased consideration will be paid with respect to all Shares that are purchased pursuant to the Offer, whether or not such Shares were tendered prior to such increase in consideration. Shareholders are urged to read this Offer to Purchase and the Agreement of Assignment and Transfer carefully before deciding whether to tender their Shares.**

## **TENDER OFFER**

**Section 1. Terms of the Offer.** Upon the terms and subject to the conditions of the Offer, the Purchasers will accept for payment and pay for Shares that are validly tendered on or prior to the Expiration Date and not withdrawn in accordance with Section 4 of this Offer to Purchase. The term "Expiration Date" shall mean 11:59 p.m., Pacific Time, on February 22, 2023, unless and until the Purchasers shall have extended the period of time for which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date on which the Offer, as so extended by the Purchasers, shall expire.

The Offer is conditioned on satisfaction of certain conditions. See Section 13, which sets forth in full the conditions of the Offer. The Purchasers reserve the right (but shall not be obligated), in their sole discretion and for any reason, to waive any or all of such conditions. If, by the Expiration Date, any or all of such conditions have not been satisfied or waived, the Purchasers reserve the right (but shall not be obligated) to (i) decline to purchase any of the Shares tendered, terminate the Offer and return all tendered Shares to tendering Shareholders, (ii) waive all the unsatisfied conditions and, subject to complying with applicable rules and regulations of the SEC, purchase all Shares validly tendered, (iii) extend the Offer and, subject to the right of Shareholders to withdraw Shares until the Expiration Date, retain the Shares that have been tendered during the period or periods for which the Offer is extended or (iv) to amend the Offer. Notwithstanding the foregoing, upon the expiration of the Offer, if all conditions are either satisfied or waived, the Purchasers will promptly pay for all validly tendered Shares upon our receipt of written confirmation from the Company that the Shares have been transferred, and the Purchasers do not intend to imply that the foregoing rights of the Purchasers would permit the Purchasers to delay payment for validly tendered Shares following expiration.

**The Purchasers do not anticipate and have no reason to believe that any condition or event will occur that would prevent the Purchasers from purchasing tendered Shares as offered herein.**

**Further, by tendering your Shares, you agree to resolve any disputes that may arise between you and the Purchasers or the Depositary without a jury trial, to subject yourself to personal jurisdiction in King County, Washington, and that the prevailing party in any such action will be entitled to recover attorney fees, costs and expenses. However, by so doing, you are not waiving any of your rights under the federal securities laws or any rule or regulation thereunder.**

**Section 2. Acceptance for Payment and Payment for Shares; Proration.** Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), the Purchasers will accept for payment, and will pay for, Shares validly tendered and not withdrawn in accordance with Section 4, promptly following

the Expiration Date and upon our receipt of written confirmation from the Company that the Shares have been transferred. In our experience, this process can take about 3 weeks from the Expiration Date, assuming all the paperwork is properly completed. In all cases, payment for Shares purchased pursuant to the Offer will be made only after timely receipt by the Depositary of a properly completed and duly executed Agreement of Assignment and Transfer (or facsimile thereof) and any other documents required by the Agreement of Assignment and Transfer and confirmation in writing from the Company that the transfer is effective. Receipt of such confirmation can be delayed beyond the Purchaser's control in certain circumstances where additional documents or signatures are required (such as in the case of Shares registered as IRA accounts), or in the event that the Company or its transfer agent's processing of share transfers is protracted.

The Purchasers desire to purchase up to 500,000 Shares. If the number of Shares validly tendered and not properly withdrawn on or prior to the Expiration Date is less than or equal to 500,000, we will purchase all Shares so tendered and not withdrawn, upon the terms and subject to the conditions of the Offer. However, if more than 500,000 Shares are so tendered and not withdrawn, we will accept for payment and pay for 500,000 Shares so tendered, pro rata according to the number of Shares so tendered, adjusted by rounding down to the nearest whole number of Shares tendered by each Shareholder to avoid purchases of fractional Shares, as appropriate.

In the event that proration is required, because of the difficulty of immediately determining the precise number of Shares to be accepted, the Purchasers will announce the final results of proration as soon as practicable, but in no event later than five business days following the Expiration Date. The Purchasers will not pay for any Shares tendered until after the final proration factor has been determined.

Shareholders may indicate by placing an "X" in the space provided for the All or None election on the Agreement of Assignment and Transfer (an "All or None election"), that they only wish to sell their Shares if they will be able to sell all of their Shares, without any proration. See Section 4—Withdrawal Rights. If more than 500,000 Shares have been properly tendered without including an "X" in the space provided for the All or None election, then the above description of proration will apply only to tenders of such Shares that do not include an "X" in the space provided for the All or None election..

For purposes of the Offer, the Purchasers shall be deemed to have accepted for payment (and thereby purchased) tendered Shares when, as and if the Purchasers give oral or written notice to the Depositary of the Purchasers' acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares purchased pursuant to the Offer will in all cases be made by a check representing the Offer Price which will be processed through the Depositary, acting as agent for the tendering Shareholders for the purpose of receiving payment from the Purchasers and transmitting such payments to tendering Shareholders.

Under no circumstances will interest be paid on the Offer Price by reason of any delay in making such payment. If any tendered Shares are not purchased for any reason (other than due to proration as described above), the Agreement of Assignment and Transfer with respect to such Shares not purchased will be of no force or effect. If, for any reason whatsoever, acceptance for payment of, or payment for, any Shares tendered pursuant to the Offer is delayed or the Purchasers are unable to accept for payment, purchase or pay for Shares tendered pursuant to the Offer in each case due to circumstances outside of the Purchasers' control, then, without prejudice to the Purchasers' rights under Section 13, the Depositary may, nevertheless, on behalf of the Purchasers, retain tendered Shares and such Shares may not be withdrawn (but subject to compliance with Rule 14e-1(c) under the Exchange Act, which requires that the Purchasers pay the consideration offered or return the Shares deposited by or on behalf of the Shareholder promptly after the termination or withdrawal of a tender offer), except to the extent that the tendering Shareholders are entitled to withdrawal rights as described in Section 4.

If, prior to the Expiration Date, the Purchasers shall increase the consideration offered to Shareholders pursuant to the Offer, such increased consideration shall be paid for all Shares accepted for payment pursuant to the Offer, whether or not such Shares were tendered prior to such increase.

### **Section 3. Procedures for Tendering Shares.**

**Valid Tender.** For Shares to be validly tendered pursuant to the Offer, a properly completed and duly executed Agreement of Assignment and Transfer with any other documents required by the Agreement of Assignment and Transfer must be received by the Depositary at its address 12828 Northup Way, Suite 110, Bellevue, WA 98005 on or prior to the Expiration Date. A Shareholder may tender any or all Shares owned by such Shareholder.

**In order for a tendering Shareholder to participate in the Offer, Shares must be validly tendered and not withdrawn prior to the Expiration Date, which is 11:59 p.m., Pacific Time, on February 22, 2023, or such date to which the Offer may be extended. The method of delivery of the Agreement of Assignment and Transfer and all other required documents is at the option and risk of the tendering Shareholder and delivery will be deemed made only when actually received by the Depositary.**

**Backup Federal Income Tax Withholding.** To prevent the possible application of 24% backup federal income tax withholding with respect to payment of the Offer Price for Shares purchased pursuant to the Offer, a tendering Shareholder must provide the Depository with such Shareholder's correct taxpayer identification number and make certain certifications that such Shareholder is not subject to backup federal income tax withholding. Each tendering Shareholder must insert in the Agreement of Assignment and Transfer the Shareholder's taxpayer identification number or social security number in the space provided on the front of the Agreement of Assignment and Transfer. The Agreement of Assignment and Transfer also includes the certifications referred to above. (See the Instructions to the Agreement of Assignment and Transfer.)

**Other Requirements.** By executing an Agreement of Assignment and Transfer as set forth above, a tendering Shareholder irrevocably appoints the designees of the Purchasers as such Shareholder's proxies, in the manner set forth in the Agreement of Assignment and Transfer, each with full power of substitution, to the full extent of such Shareholder's rights with respect to the Shares tendered by such Shareholder and accepted for payment by the Purchasers. Such appointment will be effective when, and only to the extent that, the Purchasers accept such Shares for payment. Upon such acceptance for payment, all prior proxies given by such Shareholder with respect to such Shares will, without further action, be revoked, and no subsequent proxies may be given (and if given will not be effective). The designees of the Purchasers will, with respect to such Shares, be empowered to exercise all voting and other rights of such Shareholder as they in their sole discretion may deem proper at any meeting of Shareholders, by written consent or otherwise. In addition, by executing an Agreement of Assignment and Transfer, a Shareholder also assigns to the Purchasers all of the Shareholder's rights to receive dividends from the Company with respect to Shares which are accepted for payment and purchased pursuant to the Offer, other than those dividends paid during the period commencing on the Offer Date and terminating on the Expiration Date. Notwithstanding the foregoing, tender of Shares will include the tender of any and all securities into which the Shares may be converted or for which the Shares may be exchanged and any securities distributed with respect to the Shares (including, but not limited to any securities distributed to tendering Shareholders in connection with the Spin-Off Transaction from and after the Offer Date).

**Determination of Validity; Rejection of Shares; Waiver of Defects; No Obligation to Give Notice of Defects.** All questions as to the validity, form, eligibility (including time of receipt), and acceptance for payment of any tender of Shares pursuant to the procedures described above will be determined by the Purchasers, in their sole discretion, which determination shall be final and binding, subject, of course, to each and every parties' ability to seek review of any contested determination in Washington state court pursuant to Section 16. The Purchasers reserve the absolute right to reject any or all tenders if not in proper form or if the acceptance of, or payment for, the Shares tendered may, in the opinion of the Purchasers' counsel, be unlawful. The Purchasers also reserve the right to waive any defect or irregularity in any tender with respect to any particular Shares of any particular Shareholder, and the Purchasers' interpretation of the terms and conditions of the Offer (including the Agreement of Assignment and Transfer and the Instructions thereto) will be final and binding subject, of course, to each and every parties' ability to seek review of any contested determination in Washington state court pursuant to Section 16. Neither the Purchasers, the Depository, nor any other person will be under any duty to give notification of any defects or irregularities in the tender of any Shares or will incur any liability for failure to give any such notification.

A tender of Shares pursuant to any of the procedures described above will constitute a binding agreement between the tendering Shareholder and the Purchasers upon the terms and subject to the conditions of the Offer, including the tendering Shareholder's representation and warranty that (i) such Shareholder owns the Shares being tendered within the meaning of Rule 14e-4 under the Exchange Act and (ii) the tender of such Share complies with Rule 14e-4. Rule 14e-4 requires, in general, that a tendering security holder actually be able to deliver the security subject to the tender offer, and is of concern particularly to any Shareholders who have granted options to sell or purchase the Shares, hold option rights to acquire such securities, maintain "short" positions in the Shares (*i.e.*, have borrowed the Shares) or have loaned the Shares to a short seller. A Shareholder will be deemed to tender Shares in compliance with Rule 14e-4 and the Offer if the holder is the record owner of the Shares and the holder (i) delivers the Shares pursuant to the terms of the Offer, (ii) causes such delivery to be made, (iii) guarantees such delivery, (iv) causes a guaranty of such delivery, or (v) uses any other method permitted in the Offer (such as facsimile delivery of the Transmittal Letter).

**Section 4. Withdrawal Rights.** Except as otherwise provided in this Section 4, all tenders of Shares pursuant to the Offer are irrevocable, provided that Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Date and, unless theretofore accepted for payment as provided in this Offer to Purchase, may also be withdrawn at any time on or after March 16, 2023.

For withdrawal to be effective a written or facsimile transmission notice of withdrawal must be timely received by the Depository at the address or the facsimile number set forth in the attached Agreement of Assignment and Transfer. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn and must be signed by the person(s) who signed the Agreement of Assignment and Transfer in the same manner as the Agreement of Assignment and Transfer was signed. However, a notice of withdrawal is not necessary in the case of the Automatic Withdrawal Option described below.



If purchase of, or payment for, Shares is delayed for any reason or if the Purchasers are unable to purchase or pay for Shares for any reason outside of their control, (such as obtaining the execution of the selling Shareholder's custodian, in the case of Shares held in an IRA account, or obtaining additional documents from tendering Shareholders that may be required to process the transfer) then, without prejudice to the Purchasers' rights under the Offer, tendered Shares may be retained by the Depository on behalf of the Purchasers and may not be withdrawn except to the extent that tendering Shareholders are entitled to withdrawal rights as set forth in this Section 4, subject to Rule 14e-1(c) under the Exchange Act, which provides that no person who makes a tender offer shall fail to pay the consideration offered or return the securities deposited by or on behalf of security holders promptly after the termination or withdrawal of the tender offer.

All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by the Purchasers, in their sole discretion, which determination shall be final and binding, subject, of course, to each and every parties' ability to seek review of any contested determination in Washington state court pursuant to Section 16. Neither the Purchasers, nor the Depository, nor any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or will incur any liability for failure to give any such notification. Any Shares properly withdrawn will be deemed not to be validly tendered for purposes of the Offer. Withdrawn Shares may be re-tendered, however, by following the procedures described in Section 3 at any time prior to the Expiration Date.

**Automatic Withdrawal Option.** Shareholders may indicate, by placing an "X" in the space provided for the All or None election on the Agreement of Assignment and Transfer (an "All or None election"), that they only wish to sell their Shares if they will be able to sell all of their Shares, without any proration. If at any time during the day of the Expiration Date more than 500,000 Shares have been properly tendered, unless the Purchaser amends the Offer to increase the number of Shares to be purchased, the Purchaser will deem all Shares from Shareholders that made an All or None election to be withdrawn and not validly tendered for purposes of the Offer. Neither the Purchaser nor any other person will be under any duty to give any notice that such automatic withdrawal will occur. Shareholders may change their selection as to an All or None election at any time on or prior to the Expiration Date by submitting a new Agreement of Assignment and Transfer with their preferred election, in the manner described in Section 3 herein.

**Section 5. Extension of Tender Period; Termination; Amendment.** The Purchasers expressly reserve the right, in their sole discretion, at any time and from time to time, (i) to extend the period of time during which the Offer is open and thereby delay acceptance for payment of, and the payment for, any Shares by giving oral or written notice of such extension to the Depository, (ii) upon the occurrence or failure to occur of any of the conditions specified in Section 13, to terminate the Offer and not accept for payment any Shares by giving oral or written notice of such termination to the Depository, and (iii) to amend the Offer in any respect (including, without limitation, by increasing or decreasing the consideration offered or the number of Shares being sought in the Offer or both or changing the type of consideration) by giving oral or written notice of such amendment to the Depository prior to the Expiration Date. Any extension, termination, or amendment will be followed as promptly as practicable by public announcement, the announcement in the case of an extension to be issued no later than 9:00 a.m., Eastern Time, on the next business day after the previously scheduled Expiration Date, in accordance with the public announcement requirement of Rule 14d-4(d) under the Exchange Act. Without limiting the manner in which the Purchasers may choose to make any public announcement, except as provided by applicable law (including Rule 14d-4(d) under the Exchange Act), the Purchasers will have no obligation to publish, advertise, or otherwise communicate any such public announcement, other than by issuing a press release. The Purchasers may also be required by applicable law to disseminate to Shareholders certain information concerning the extensions of the Offer and any material changes in the terms of the Offer. Any material change in the terms of the Offer will be published, sent, or provided in a manner reasonably designed to inform you of such change. The Purchasers will not provide a subsequent offering period following the Expiration Date.

If the Purchasers extend the Offer, or if the Purchasers (whether before or after its acceptance for payment of Shares) are delayed in their payment for Shares or are unable to pay for Shares pursuant to the Offer for any reason, then, without prejudice to the Purchasers' rights under the Offer, the Depository may retain tendered Shares on behalf of the Purchasers, and such Shares may be withdrawn to the extent tendering Shareholders are entitled to withdrawal rights as described in Section 4 (generally, if notice of withdrawal is given to the Depository prior to the Expiration Date). However, the ability of the Purchasers to delay payment for Shares that the Purchasers have accepted for payment is limited by Rule 14e-1 under the Exchange Act, which requires that the Purchasers pay the consideration offered or return the securities deposited by or on behalf of holders of securities promptly after the termination or withdrawal of the Offer, except that the Purchasers may delay payment until receipt of confirmation from the Company that the Shares have been transferred. Receipt of such confirmation can be delayed in certain cases that require additional paperwork and/or signatures, such as in the case of Shares owned in custodial accounts such as IRAs, or in the event that the Company or its transfer agent's processing of share transfers is protracted.

If the Purchasers make a material change in the terms of the Offer or the information concerning the Offer or waive a material condition of the Offer, the Purchasers will extend the Offer to the extent required by Rules 14d-4(d), 14d-6(c) and 14e-1 under the Exchange Act. The minimum period during which an offer must remain open following a material change in the terms of the offer or information concerning the offer, other than a change in price or a change in percentage of securities sought, will depend

upon the facts and circumstances, including the relative materiality of the change in the terms or information. With respect to a change in price or a change in percentage of securities sought (other than an increase of not more than 2% of the securities sought), however, a minimum ten business day period is generally required to allow for adequate dissemination to security holders and for investor response. As used in this Offer to Purchase, “business day” means any day other than a Saturday, Sunday or a federal holiday, and consists of the time period from 12:01 a.m. through midnight, Pacific Time. Any material change in the terms of the Offer will be published, sent, or provided in a manner reasonably designed to inform you of such change.

**Section 6. Material Federal Income Tax Consequences. THE FEDERAL INCOME TAX DISCUSSION SET FORTH BELOW DOES NOT PURPORT TO ADDRESS ALL ASPECTS OF TAXATION THAT MAY BE RELEVANT TO A PARTICULAR SHAREHOLDER.** For example, this discussion does not address the effect of any applicable foreign, state, local or other tax laws other than federal income tax laws. Certain Shareholders (including trusts, foreign persons, tax-exempt organizations or corporations subject to special rules, such as life insurance companies or S corporations) may be subject to special rules not discussed below. This discussion is based on the Internal Revenue Code of 1986, as amended (the “Code”), existing regulations, court decisions and Internal Revenue Service (“IRS”) rulings and other pronouncements. **EACH SHAREHOLDER TENDERING SHARES SHOULD CONSULT SUCH SHAREHOLDER’S OWN TAX ADVISOR AS TO THE PARTICULAR TAX CONSEQUENCES TO SUCH SHAREHOLDER OF ACCEPTING THE OFFER, INCLUDING THE APPLICATION OF THE ALTERNATIVE MINIMUM TAX AND FEDERAL, FOREIGN, STATE, LOCAL AND OTHER TAX LAWS.**

**Gain or Loss.** A taxable Shareholder will recognize a gain or loss on the sale of such Shareholder’s Shares in an amount equal to the difference between (i) the amount realized by such Shareholder on the sale and (ii) such Shareholder’s tax basis in the Shares sold. If the Shareholder reports a loss on the sale, such loss generally could not be currently deducted by such Shareholder except against such Shareholder’s capital gains from other investments. The tax basis in the Shares of a Shareholder will depend upon individual circumstances. Each Shareholder who plans to tender hereunder should consult with the Shareholder’s own tax advisor as to the Shareholder’s tax basis in the Shareholder’s Shares and the resulting tax consequences of a sale. A tax-exempt Shareholder (other than an organization described in Code Section 501(c)(7) (social club), 501(c)(9) (voluntary employee benefit association), 501(c)(17) (supplementary unemployment benefit trust), or 501(c)(20) (qualified group legal services plan) should not be required to recognize unrelated trade or business income upon the sale of its Shares pursuant to the Offer, assuming that such Shareholder does not hold its Shares as a “dealer” and has not acquired such Shares with debt financed proceeds.

#### **Section 7. Effects of the Offer.**

**Transfers. The Purchasers do not believe the provisions of the Company’s charter should restrict transfers of Shares pursuant to the Offer.**

**Effect on Trading Market.** If a substantial number of Shares are purchased pursuant to the Offer the result would be a reduction in the number of Shareholders. Reducing the number of security holders in certain kinds of equity securities might be expected to result in a reduction in the liquidity and volume of activity in the trading market for the security. However, there is no established public trading market for the Shares and none is expected to develop. Therefore, the Purchasers do not believe a reduction in the number of Shareholders will materially further restrict the Shareholders’ ability to find purchasers for their Shares through secondary market transactions.

**Voting Power of Purchasers.** The Purchaser is seeking a maximum of 0.69% of the Shares of the Company hereunder, so the Purchaser will not obtain a controlling voting interest in matters subject to a Shareholder vote. The Company holds annual meetings to elect directors and conduct other business. Votes of Shareholders might also be solicited for matters affecting the fundamental structure of the Company. A Shareholder who tenders Shares to the Purchaser grants a proxy to the Purchaser as of the date of acceptance of the tender, granting the Purchaser the right to vote such Shares in its sole discretion as to any matters for which the Company has established a record date prior to the time such Shares are transferred by the Company to the Purchaser. The Purchaser reserves the right to exercise any and all rights it might hold in the event that any vote is called by the Company, or if, in the future, changes in circumstances would dictate that it or other Shareholders exercise their right to vote.

**Section 8. Future Plans.** Following the completion of the Offer, the Purchasers, or their affiliates, may acquire additional Shares. Any such acquisitions may be made through private purchases, one or more future tender offers or by any other means deemed advisable or appropriate. Any such acquisitions may be at a consideration higher or lower than the consideration to be paid for the Shares purchased pursuant to the Offer. The Purchasers are seeking to purchase a total of 500,000 Shares. If the Purchasers acquire fewer than 500,000 Shares pursuant to the Offer, the Purchasers may seek to make further purchases on the open market at prevailing prices, or solicit Shares pursuant to future tender offers at the same price, a higher price or, if the Company’s circumstances change, at a lower price. Alternatively, the Purchasers may discontinue any further purchases of Shares after termination of the Offer, or elect to sell Shares, regardless of the number of Shares purchased. The Offer is not made with any current view toward or plan or purpose of acquiring Shares in a series of successive and periodic offers. Nevertheless, as noted above, the Purchasers reserve the

right to gauge the response to this solicitation, and, if not successful in purchasing 500,000 Shares in this Offer, may consider future offers. Factors affecting the Purchasers' future interest in acquiring additional Shares include, but are not limited to, the relative success of the current offer, any increase or decrease in the availability of capital for investment by the Purchasers, the current diversification and performance of the Purchaser's portfolio of real estate interests, the development of any public market in the Shares or actions by unrelated parties to tender for or purchase Shares, the status of and changes and trends in the Company's operations, announcement of pending property sales and the proposed terms of sales, and local and national real estate and financial market developments and trends.

The Purchasers are acquiring the Shares pursuant to the Offer solely for investment purposes. The Purchasers have no present intention to seek control of the Company or to change the management or operations of the Company. The Purchasers do not have any present intention to take any action in connection with the liquidation of the Company. The Purchasers nevertheless reserve the right, at an appropriate time, to exercise their rights as Shareholders to vote on matters subject to a Shareholder vote. Except as expressly set forth herein, the Purchasers have no present intention to seek control of the Company, to cause the Company to engage in any extraordinary transaction, to cause any purchase, sale or transfer of a material amount of the assets of the Company, to make any change in the dividend policies, indebtedness or capitalization of the Company or to change the structure, management or operations of the Company, the listing status of the Shares or the reporting requirements of the Company.

**Section 9. The Business of the Company.** For information about the Company, please refer to the annual report prepared by the Company which was sent to you earlier, and on Form 10-K, the Quarterly Reports on Form 10-Q, and any other materials sent to you by the Company. These documents contain updated information concerning the Company, including detailed information regarding the properties owned, including mortgages, rental rates, operations, management, and taxes. In addition, the Company is subject to the information and reporting requirements of the Exchange Act and information about the Company can be obtained on the SEC's EDGAR system, at its internet web site at [www.sec.gov](http://www.sec.gov).

**Section 10. Conflicts of Interest.** The Depository is one of the Purchasers. Therefore, by virtue of this affiliation, the Depository may have inherent conflicts of interest in acting as Depository for the Offer. The Depository's role is administrative only, however, and any conflict of interest should not be deemed material to Shareholders.

**Section 11. Certain Information Concerning the Purchasers.** The Purchasers are CMG Income Fund II, LLC, CMG Liquidity Fund, LLC, CMG Partners, LLC, and Blue River Capital, LLC. For information concerning the Purchasers and their respective principals, please refer to Schedule I attached hereto. The principal business of each of the Purchasers is investment in securities, particularly real estate-based securities. The principal business address of each of the Purchasers is 12828 Northrup Way, Suite 110, Bellevue, WA 98005.

The Purchasers have made binding commitments to contribute and have available sufficient amounts of capital and binding capital commitments from their members necessary to fund the acquisition of all Shares subject to the Offer, the expenses to be incurred in connection with the Offer, and all other anticipated costs of the Purchasers. The Purchasers are not public companies. CMG Partners, LLC and its affiliates have been in the business of purchasing illiquid real estate securities for over 25 years. The Purchasers have assets and binding capital commitments that are more than sufficient to fund their collective obligation to purchase Shares in this Offer.

The Purchasers and their affiliates currently beneficially own 8,125 Shares of the Company, or 0.01% of the outstanding Shares. Except as otherwise set forth herein, (i) neither the Purchasers nor, to the best knowledge of the Purchasers, the persons listed on Schedule I nor any affiliate of the Purchasers beneficially owns or has a right to acquire any Shares, (ii) neither the Purchasers nor, to the best knowledge of the Purchasers, the persons listed on Schedule I nor any affiliate of the Purchasers, or any director, executive officer or subsidiary of any of the foregoing has contracted to buy or sell any Shares within the past 60 days, (iii) neither the Purchasers nor, to the best knowledge of the Purchasers, the persons listed on Schedule I nor any affiliate of the Purchasers has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company, including but not limited to, contracts, arrangements, understandings or relationships concerning the transfer or voting thereof, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of proxies, consents or authorizations, (iv) there have been no transactions or business relationships which would be required to be disclosed under the rules and regulations of the SEC between any of the Purchasers or, to the best knowledge of the Purchasers, the persons listed on Schedule I, or any affiliate of the Purchasers on the one hand, and the Company or its affiliates, on the other hand, (v) there have been no contracts, negotiations or transactions between the Purchasers, or to the best knowledge of the Purchasers any affiliate of the Purchasers on the one hand, the persons listed on Schedule I, and the Company or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets, (vi) no person or entity listed on Schedule I has been convicted in any criminal proceeding during the past five years, and (vii) no person or entity listed on Schedule I has been a party to any judicial or administrative proceeding during the past five years that resulted in a judgment, decree, or final order enjoining the person or entity from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

**Section 12. Source of Funds.** The Purchasers expect that approximately \$1,700,000 would be required to purchase 500,000 Shares, if tendered, and an additional \$50,900 may be required to pay related fees and expenses. The Purchasers anticipate funding all of the purchase price and related expenses through their existing capital and assets and binding capital commitments from their members. The cash and liquid securities necessary to complete the entire purchase are readily available and are committed to that purpose. Accordingly, there are no financing arrangements to fall through and no alternative financing plans.

**Section 13. Conditions of the Offer.** Notwithstanding any other term of the Offer, the Purchasers shall not be required to accept for payment or to pay for any Shares tendered unless all authorizations or approvals of, or expirations of waiting periods imposed by, any court, administrative agency or other governmental authority necessary for the consummation of the transactions contemplated by the Offer shall have been obtained or occurred on or before the Expiration Date. As of the Offer Date, the Purchasers are unaware of any such required authorizations, approvals, or waiting periods relating to this Offer.

The Purchasers shall not be required to accept for payment or pay for any Shares and may terminate or amend the Offer as to such Shares if, at any time on or after the date of the Offer and before the Expiration Date, any of the following conditions exists:

(a) a preliminary or permanent injunction or other order of any federal or state court, government or governmental authority or agency shall have been issued and shall remain in effect which (i) makes illegal, delays or otherwise directly or indirectly restrains or prohibits the making of the Offer or the acceptance for payment of or payment for any Shares by the Purchasers, (ii) imposes or confirms limitations on the ability of the Purchasers effectively to exercise full rights of ownership of any Shares, including, without limitation, the right to vote any Shares acquired by the Purchasers pursuant to the Offer or otherwise on all matters properly presented to the Company's Shareholders, (iii) requires divestiture by the Purchasers of any Shares, (iv) causes any material diminution of the benefits to be derived by the Purchasers as a result of the transactions contemplated by the Offer (see the discussion of such benefits in the Summary Term Sheet and Introduction sections of the Offer to Purchase) or (v) materially adversely affect the business, properties, assets, liabilities, financial condition, operations, results of operations or prospects of the Purchasers or the Company, in the reasonable judgment of the Purchasers;

(b) there shall be any action taken, or any statute, rule, regulation or order proposed, enacted, enforced, promulgated, issued or deemed applicable to the Offer by any federal or state court, government or governmental authority or agency, other than the application of the waiting period provisions of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, which will, directly or indirectly, result in any of the consequences referred to in clauses (i) through (v) of paragraph (a) above;

(c) any change or development shall have occurred or been threatened since the date hereof, in the business, properties, assets, liabilities, financial condition, operations, results of operations or prospects of the Company, which, in the reasonable judgment of the Purchasers, is or will be materially adverse to the Company, or the Purchasers shall have become aware of any fact that, in the reasonable judgment of the Purchasers, does or will have a material adverse effect on the value of the Shares;

(d) there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities on any national securities exchange or in the over-the-counter market in the United States, (ii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, (iii) any limitation by any governmental authority on, or other event which might affect, the extension of credit by lending institutions or result in any imposition of currency controls in the United States, (iv) a commencement of a war or armed hostilities or other national or international calamity directly or indirectly involving the United States, (v) a material change in United States or other currency exchange rates or a suspension of a limitation on the markets thereof, or (vi) in the case of any of the foregoing existing at the time of the commencement of the Offer, a material acceleration or worsening thereof; or

(e) it shall have been publicly disclosed or the Purchasers shall have otherwise learned that (i) more than fifty percent of the outstanding Shares have been or are proposed to be acquired by another person (including a "group" within the meaning of Section 13(d)(3) of the Exchange Act), or (ii) any person or group that prior to such date had filed a Statement with the SEC pursuant to Sections 13(d) or (g) of the Exchange Act has increased or proposes to increase the number of Shares beneficially owned by such person or group as disclosed in such Statement by two percent or more of the outstanding Shares.

The foregoing conditions are for the sole benefit of the Purchasers and may be asserted by the Purchasers or may be waived by the Purchasers in whole or in part at any time and from time to time prior to the Expiration Date in their sole exercise of reasonable discretion, and the Offer will remain open for a period of at least five business days following any such waiver of a material condition. However, if we waive a certain condition for one tendering Shareholder, we will waive that condition for all Shareholders tendering Shares. Any determination by the Purchasers concerning the events described above will be final and binding upon all parties, subject, of course, to the parties' ability to seek review of any contested determination in Washington state court pursuant to Section 16.

**Section 14. Certain Legal Matters.**

**General.** Except as set forth in this Section 14, the Purchasers are not aware of any filings, approvals or other actions by any domestic or foreign governmental or administrative agency that would be required prior to the acquisition of Shares by the Purchasers pursuant to the Offer. Should any such approval or other action be required, it is the Purchasers' present intention that such additional approval or action would be sought. While there is no present intent to delay the purchase of Shares tendered pursuant to the Offer pending receipt of any such additional approval or the taking of any such action, there can be no assurance that any such additional approval or action, if needed, would be obtained without substantial conditions or that adverse consequences might not result to the Company's business, or that certain parts of the Company's business might not have to be disposed of or held separate or other substantial conditions complied with in order to obtain such approval or action, any of which could cause the Purchasers to elect to terminate the Offer without purchasing Shares thereunder. The Purchasers' obligation to purchase and pay for Shares is subject to certain conditions, including conditions related to the legal matters discussed in this Section 14.

**Antitrust.** The Purchasers do not believe that the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, is applicable to the acquisition of Shares pursuant to the Offer.

**Margin Requirements.** The Shares are not "margin securities" under the regulations of the Board of Governors of the Federal Reserve System and, accordingly, such regulations are not applicable to the Offer.

**State Takeover Laws.** A number of states have adopted anti-takeover laws which purport, to varying degrees, to be applicable to attempts to acquire securities of corporations which are incorporated in such states or which have substantial assets, security holders, principal executive offices or principal places of business therein. The Purchasers are not seeking a controlling block of Shares or such a number of Shares as to fall within these state statutes and, therefore, do not believe that any anti-takeover laws apply to the transactions contemplated by the Offer.

Although the Purchasers have not attempted to comply with any state anti-takeover statutes in connection with the Offer, the Purchasers reserve the right to challenge the validity or applicability of any state law allegedly applicable to the Offer and nothing in this Offer or any action taken in connection herewith is intended as a waiver of such right. If any state anti-takeover statute is applicable to the Offer, the Purchasers might be unable to accept for payment or purchase Shares tendered pursuant to the Offer or be delayed in continuing or consummating the Offer. In such case, the Purchasers may not be obligated to accept for purchase or pay for any Shares tendered.

**Section 15. Fees and Expenses.** CMG Partners, LLC, one of the Purchasers, will act as Depositary in connection with the Offer. The Purchasers will reimburse the Depositary for out-of-pocket expenses and will indemnify the Depositary against certain liabilities and expenses in connection therewith, including liabilities under the federal securities laws. The Purchasers will also pay all costs and expenses of printing, publication and mailing of the Offer and all costs of transfer.

**Section 16. Miscellaneous.** THE OFFER IS NOT BEING MADE TO (NOR WILL TENDERS BE ACCEPTED FROM OR ON BEHALF OF) SHAREHOLDERS IN ANY JURISDICTION IN WHICH THE MAKING OF THE OFFER OR THE ACCEPTANCE THEREOF WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION. THE PURCHASERS ARE NOT AWARE OF ANY JURISDICTION WITHIN THE UNITED STATES IN WHICH THE MAKING OF THE OFFER OR THE ACCEPTANCE THEREOF WOULD BE ILLEGAL.

No person has been authorized to give any information or to make any representation on behalf of the Purchasers not contained herein or in the Agreement of Assignment and Transfer and, if given or made, such information or representation must not be relied upon as having been authorized.

**Further, by tendering your Shares, you agree to resolve any disputes that may arise between you and the Purchasers or the Depositary without a jury trial, to subject yourself to personal jurisdiction in King County, Washington, and that the prevailing party in any such action will be entitled to recover attorney fees, costs and expenses.**

January 16, 2023

## **SCHEDULE I**

### **THE PURCHASERS AND THEIR PRINCIPALS**

The Purchasers are CMG Income Fund II, LLC, CMG Liquidity Fund, LLC, CMG Partners, LLC, and Blue River Capital, LLC. The Purchasers are organized as limited liability companies in the State of Washington. The CMG entities are solely owned and managed by Mark J. Swenson, a U.S. citizen. Alexander J. Swenson is the controlling member and sole manager of Blue River Capital, LLC. Alex is an employee of CMG Partners, and is a U.S. citizen. The Purchasers have jointly made the offer and are jointly and severally liable for satisfying its terms. Other than the foregoing, the Purchasers' relationship consists of an informal agreement to share the costs associated with making the offer and to allocate any resulting purchases of Shares among them in such manner and proportions as they may determine in the future.

Mark J. Swenson, Age 61

Mark Swenson is the owner and manager of CMG Income Fund II, LLC, CMG Liquidity Fund, LLC, and CMG Partners, LLC. The various CMG entities are specialty investment companies primarily investing in real estate securities, limited partnerships, REITs and other investments. Prior to his career with CMG, Mr. Swenson was employed for more than 17 years in various positions within the securities industry. Before starting CMG Partners, LLC, Mr. Swenson served as an investment broker for A.G. Edwards & Sons in Kirkland, Washington. From 1989 to 1993, Mr. Swenson served as Vice President and registered principal for an investment division of Puget Sound Bank. From 1985 to 1989, Mr. Swenson worked as an investment broker for Dain Bosworth. Prior to working in the investment industry, Mr. Swenson owned and operated a small business. Mr. Swenson is a graduate of the University of Washington School of Economics, Class of 1983.

Alexander J. Swenson, Age 30

Alex Swenson is the managing member and controlling owner of Blue River Capital, LLC, which primarily invests in real estate securities, limited partnerships, REITs and other investments. Alex has been employed with CMG Partners, LLC as an Investment Associate since 2016. Prior to his career with CMG, Alex was employed as a Certified Learning Coach for Red Robin Restaurants from 2013 to 2016. Alex has been employed by CMG Partners, LLC as an Investment Associate since 2016.

The business address and business telephone number of each of the Purchasers and their principals are as follows: CMG Partners, LLC, 12828 Northup Way, Suite 110, Bellevue, WA 98005, Tel. (425) 376-0693.