



Registration & Confidentiality Agreement

Property Location: 2800 Mitchell Drive, Walnut Creek, CA. APN # 143-040-103-2

Colliers International, Inc. ("Colliers") has been retained as the exclusive agent of Castlerock I, LP, (the "Owner") to offer for sale the property identified above (the "Property"). The Owner requires that all communications regarding the Property be directed to Colliers.

Colliers has available for review certain information concerning the Property (collectively "Informational Materials"). Colliers can disclose the Informational Materials to potential purchasers only upon receipt of this Agreement executed by the potential Purchaser, and then subject to the following conditions:

- 1. All Informational Materials shall continue to be the property of the Owner and Colliers. The Informational Materials will be used solely for the purpose of the Purchaser and may not be duplicated without Colliers written consent and must be returned to Colliers immediately upon Colliers' request.
2. The Informational Materials may only be disclosed to the Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties") for the purpose of evaluating the potential purchase of the Property. Purchaser will (i) inform all Related Parties of the confidential nature of the Informational Materials and the other provisions of this Agreement, (ii) direct all Related Parties to keep all such information in the strictest confidence and to use such information only for the purpose of assisting or advising Purchaser in evaluating the Property, and (iii) be responsible for the failure by any Related Party to maintain the confidence of the Informational Materials or for the breach of this Agreement by any Related Party. Purchaser will take all necessary action to safeguard the Informational Materials from disclosure except as expressly permitted hereby.
3. The Purchaser understands and acknowledges that Colliers and the Owner make no representation or warranty as to the accuracy or completeness of and do not guarantee the Informational Materials. The Buyer must independently verify all information relating to the property prior to making a commitment to purchase.
4. The Purchaser indemnifies and holds harmless Colliers and the Owner and their affiliates, successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any terms of this Agreement.
5. The Property is subject to withdrawal from the market, change in offering price, prior sale, or rejection of any offer for any reason or no reason, without notice.
6. This Agreement shall be governed by the laws of the State of California.
7. The term of this Agreement shall be for 12 months from signature of Purchaser.

For questions please contact:

Rich Martini Rick Knauf
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rich.martini@colliers.com rick.knauf@colliers.com

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2023

Purchaser: _____
Address _____
Signature: _____
By: _____
Phone #: _____
Email: _____