



**LETTER OF CONFIDENTIALITY
LA PLAZA BUSINESS CENTER
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Re: Potential Purchase of 4220 & 4270 S. Maryland Parkway, Las Vegas, NV 89119 (the "Property")

This Letter of Confidentiality (the "Letter") is entered into by the undersigned party (the "Potential Purchaser") in connection with the possible acquisition of the property identified by Broker (the "Property"). Broker has available for review certain information concerning the Property, including brochures, documents, and other materials (collectively, the "Informational Materials"). These Informational Materials may include, without limitation, financial statements and operating data, rent rolls, and other materials relevant to the ownership, operation, or condition of the Property.

Please be advised that neither the Seller nor the Broker will make such Informational Materials available unless and until the Potential Purchaser has executed this Letter and agreed to be bound by its terms. Subject to the conditions set forth below, the Informational Materials will be provided solely for the Potential Purchaser's consideration in evaluating a possible acquisition of the Property.

Use, Distribution, and Return or Destruction of Informational Materials

All Informational Materials furnished to the Potential Purchaser by the Seller, Broker, or Property Manager are and shall remain the exclusive property of the Seller. Such materials are provided solely for the limited purpose of evaluating a possible acquisition of the Property and may not be used for any other purpose.

The Potential Purchaser shall not copy, reproduce, disseminate, disclose, summarize, or distribute the Informational Materials, in whole or in part, to any person or entity without the prior written consent of the Seller, except as otherwise expressly permitted in this Letter. The Potential Purchaser shall exercise at least the same degree of care in protecting the confidentiality of the Informational Materials as it uses for its own proprietary and confidential information, but in no event less than a reasonable standard of care.

If the Seller requests the return or destruction of the Informational Materials, or if the Potential Purchaser elects not to proceed with an offer or terminates discussions regarding the Property, the Potential Purchaser shall, within three (3) business days:

- (i) return all physical copies of the Informational Materials to the Seller;
- (ii) permanently delete or destroy all electronic or digital copies, summaries, and reproductions thereof; and
- (iii) provide written certification to the Seller confirming compliance with this obligation.

Limitations on Disclosure

The Potential Purchaser agrees not to disclose the Informational Materials, or any information derived therefrom, to any person or entity unless:

- (i) such person or entity has been identified in writing to the Seller;
- (ii) the Seller has provided prior written approval of such disclosure; and
- (iii) such person or entity has entered into a written agreement with confidentiality obligations substantially similar to those set forth in this Letter.

Notwithstanding the foregoing, the Informational Materials may be disclosed to the Potential Purchaser's employees, partners, legal counsel, financial advisors, and institutional lenders (collectively, "Related Parties"), provided that such Related Parties are informed of the confidential nature of the Informational Materials and are directed in writing by the Potential Purchaser to maintain confidentiality in accordance with this Letter. The Potential Purchaser shall be liable for any breach of this Letter by any Related Party.

The Potential Purchaser further authorizes the Seller, Broker, or Property Manager to provide the Informational Materials to any broker or agent that the Potential Purchaser registers in writing in connection with this transaction (the "Registered Broker"). The Registered Broker shall be deemed a Related Party and shall be subject to the confidentiality obligations herein. The Potential Purchaser shall be responsible for ensuring the Registered Broker's compliance with this Letter.



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No Representation or Warranty

Although the Informational Materials are believed to include information relevant to the Potential Purchaser's investigation, the Potential Purchaser acknowledges that the Seller, Broker, and Property Manager make no representation or warranty, express or implied, as to the accuracy or completeness of the Informational Materials. The Potential Purchaser further acknowledges that such materials may have been provided by third parties, have not been independently verified, and are provided "as is."

The Potential Purchaser agrees that none of the Seller, Broker, or Property Manager shall have any liability to the Potential Purchaser or its Related Parties arising out of or relating to the use of the Informational Materials, whether or not a transaction is consummated.

Offer Terms and Property Availability

The Property is being offered for sale subject to withdrawal from the market, rejection of any offer, or changes in pricing or terms, at the sole discretion of the Seller and without notice.

Exceptions to Confidentiality

The confidentiality obligations under this Letter shall not apply to information:

- (a) that was already lawfully in the possession of the Potential Purchaser or its Related Parties at the time of disclosure by the Seller, Broker, or Property Manager;
- (b) that is received from a third party who, to the knowledge of the Potential Purchaser, is not bound by any obligation of confidentiality;
- (c) that is independently developed by the Potential Purchaser or its Related Parties without use of the Informational Materials; or
- (d) that becomes publicly available through no breach of this Letter by the Potential Purchaser or its Related Parties.

Brokerage Disclosure and Indemnification

The Potential Purchaser represents and warrants that it has not dealt with any broker, finder, or agent other than the Broker in connection with the contemplated transaction and agrees to indemnify and hold harmless the Seller, Broker, and Property Manager, and their respective affiliates, successors, and assigns, from any and all claims, losses, or liabilities (including attorneys' fees) arising from a breach of this representation.

Term

This Letter shall remain in effect for a period of one (1) year from the date of execution by the Potential Purchaser.

Governing Law; Entire Agreement

This Letter shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts of law principles. This Letter constitutes the entire agreement between the parties concerning the subject matter hereof and may not be amended or modified except in writing signed by both parties. No oral statements or prior writings shall have any force or effect.

Equitable Remedies

The Potential Purchaser acknowledges that unauthorized use or disclosure of the Informational Materials may cause harm to the Seller that may not be adequately remedied by monetary damages alone. In such event, the Seller may be entitled to seek appropriate equitable relief, including temporary or permanent injunctive relief, to prevent or address any such unauthorized use or disclosure, in addition to any other remedies available at law or in equity.

If the Potential Purchaser is in agreement with the foregoing, please sign and return this Letter of Confidentiality via email to:

Patti Dillon, Executive Vice President | Colliers Office Division
patti.dillon@colliers.com



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IN WITNESS WHEREOF, the undersigned Potential Purchaser has executed this Letter of Confidentiality as of the date set forth below.

AGREED AND ACCEPTED: Potential Purchaser

Name: _____

Title: _____

Company: _____

Email: _____

Phone: _____

Signature: _____

Date: _____

Potential Purchaser's Broker (if applicable)

Name: _____

Title: _____

Company: _____

Email: _____

Phone: _____

Signature: _____

Date: _____

By signing above, the Registered Broker acknowledges and agrees to be bound by the same terms of confidentiality and use restrictions as set forth in this Letter of Confidentiality.

Please Note: In order to receive access to the Informational Materials, both the Potential Purchaser and their Broker (if applicable) must complete and sign this Letter of Confidentiality. Full names, email addresses, and phone numbers for both parties are required for verification purposes.

Informational Materials will be released only to the individuals registered and verified herein.

Thank you for your cooperation.