

CONFIDENTIALITY AGREEMENT



This Confidentiality Agreement dated as of _____ (Effective Date) is entered into by and between the Dutra Enterprises, Inc. (**hereafter “Property Owner”**) located at 43360 Mission Blvd., Suite 230, Fremont, County of Alameda, CA 94539 and _____ (**hereafter “Prospective Buyer”**) located at _____ (Collectively the **PARTIES**).

1. Purpose: The parties intend on embarking upon confidential negotiations exploring options concerning the potential purchase and sale of the Property Owner’s six properties, all located in the City of Fremont, County of Alameda, CA 94539 and detailed as follows:

- 5020 Brandin Court
76,599 rentable square feet
- 5070 Brandin Court
56,257 rentable square feet
- 43505 Mission Boulevard
3,920 rentable square feet
- 43430-43480 Mission Boulevard
20,550 rentable square feet
- 43360 Mission Boulevard
9,660 rentable square feet
- 39191-39217 Liberty Street
9,925 rentable square feet

The above properties are hereinafter referred to as the “Dutra Portfolio”.

In connection with such intended purpose either or both parties may disclose to the other confidential information. A Party receiving such confidential information is referred to hereinafter as (Recipient(s)). Recipient shall use such confidential information solely for the purpose of this Agreement and, subject to exceptions set forth below shall not disclose such confidential information, other than to its affiliates and or its employees, officers, directors, partners, members, managers, agents, independent contractors, service providers, attorneys, accountants or financial advisors (collectively Representative) who (a) may need access to such confidential information in connection with the purpose; and (b) who are informed of its confidential nature. The Recipient shall safeguard the confidential information from unauthorized use, access or disclosure. Recipient shall be responsible for any breach of this Agreement caused by its Representatives. Recipient(s) agree to notify Disclosing Party in writing within 3 days of any misuse or misappropriation of the confidential information.

2. **Confidential Information** for purposes of this Agreement means all non-public proprietary OR confidential information in oral, visual, written, electronic or other tangible or intangible form relating to the history, condition, use, ownership, valuation, and or contemplated proposed future use(s) of the Dutra Portfolio or any other property or properties owned by the Property Owner and any information provided by the Property Owner, Dominic D. Dutra, Pei Liao and/or James Wilson to the Prospective Buyer in the course of their discussions regarding transfer or sale of the Dutra Portfolio, including financial data and information regarding the Dutra Portfolio, together with any and all other data/information the Property Owner may disclose concerning its operation and/or financial condition, during discussions regarding the purpose of this Agreement. The above-mentioned confidential information includes all notes, analyses, summaries, and/or other materials prepared for the Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing categories of confidential information.
3. The confidential information disclosed by the Property Owner herein may not be disclosed, communicated, posted, or published in any manner or forum directly or indirectly, to any third party, including but not limited to news media, digital media, internet correspondence, website blogs, organizations or any other persons or entities not expressly excluded herein. The Parties may disclose confidential information to a court pursuant to subpoena or order, to taxing authorities as necessary to comply with any statute, or accounting/tax consultants for the Parties concerning the structuring of any proposal(s) regarding sale/purchase of the Dutra Portfolio, to prospective insurers and to any other person or entity upon written consent of the non-disclosing Party. In making any such permitted or compelled disclosure the Disclosing Party shall only disclose that portion of the confidential information that it is required to be disclosed and make reasonable efforts to ensure that such confidential information is afforded confidential treatment.
4. Upon termination of this Agreement, the Recipient shall promptly return or destroy all confidential information in its and/or its Representative's possession. Recipient shall continue to be bound by the terms and conditions of this Agreement following its termination and the return/destruction of confidential information receive.
5. The term of this Confidentiality Agreement shall expire twelve (12) months from its effective date or earlier upon one Party providing the other with written notice of its intent to terminate their discussion regarding purchase/sale of the subject real estate.
6. Recipient acknowledges and agrees that any breach of this Agreement will cause irreparable harm and injury to Property Owner for which money damages would be an inadequate remedy and, that in addition to remedies at law the Property Owner

shall be entitled to equitable relief as a remedy for any such breach.

7. This Agreement and all matters related thereto shall be governed by and construed in accordance with the laws of the State of California.
8. Any notices sent concerning this Agreement or any matter related thereto shall be in writing and emailed, with hard copy sent by mail contemporaneously, to the Parties signing this Agreement at the email and mail addresses specified below.

Dominic D. Dutra _____
Dutra Enterprises, Inc. _____
43360 Mission Blvd., Suite 230 _____
Fremont, CA 94539 _____
Email : ddutra@3DStrategies.com _____

9. This Agreement constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and/or contemporaneous understanding, whether written or oral with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective date hereof.

PROSPECTIVE BUYER - _____

Signature

Name

Title

Date