

September \_\_\_, 2024

PPF DEDEAUX INDUSTRIAL 1170 OLINDER COURT, LP,  
a Delaware limited partnership  
c/o Prime Property Fund, LLC  
555 California Street, 21st Floor  
San Francisco, CA 94104  
Attn: Todd Saunders

### CONFIDENTIALITY AGREEMENT

We understand that the undersigned (hereinafter, "you") is willing to participate, on a confidential basis, in discussions regarding a possible transaction or investment with respect to the acquisition of certain commercial real estate (the "Possible Transaction") located at 1170 Olinder Court, San Jose, California with PPF DEDEAUX INDUSTRIAL 1170 OLINDER COURT, LP, a Delaware limited partnership (the "Company").

In consideration of the Company furnishing you with the Confidential Information and as a condition precedent thereto, you hereby agree, for the benefit of the Company and its Representatives (as hereinafter defined), as follows:

1. Confidentiality. You agree to treat as being strictly confidential (i) all non-public, confidential or proprietary information with respect to the existence, status and, to the extent it consists of Confidential Information (as hereinafter defined), the substance of discussions regarding the Possible Transaction (the "Discussions") and (ii) all non-public, confidential or proprietary information concerning the Possible Transaction, the Company and any of its affiliates (whether prepared by the Company or its Representatives) that is furnished to you by or on behalf of the Company (collectively, the "Confidential Information"). The term "Confidential Information" also shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by you or your Representatives which contain, reflect or are based upon, in whole or in part, the Confidential Information furnished to you or your Representatives pursuant to this letter agreement (this "Agreement"). The term "Confidential Information" does not include information that (i) was known to you prior to its disclosure to you by the Company or its Representatives, provided that such information is not known by you to be subject to another confidentiality agreement with, or other obligation of secrecy to, the Company or another party, (ii) is or becomes generally available to the public other than as a result of a disclosure in breach of this Agreement by you or your Representatives, (iii) is or becomes available to you from a source other than the Company or its advisors who is not known by you to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Company or another party with respect to such information or (iv) information that is independently developed, discovered or arrived at by you or any of your Representatives.

2. Return of Confidential Information. Upon the written request of the Company, you shall promptly destroy or deliver the Confidential Information to the Company, without retaining copies thereof, and destroy all copies of any analyses, compilations, studies or other documents you or your

Representatives have prepared containing or reflecting any of the information set forth in the Confidential Information; provided that you may retain such Confidential Information and any notes, reports and summaries generated therefrom for compliance with your customary document retention policies, procedures, and protocols and otherwise as required by applicable laws, rules and regulations, which Confidential Information and materials shall be retained in accordance with your policies, law and regulation and in accordance with the terms of this Agreement until this Agreement terminates by its terms.

3. Disclosure to Representatives. You hereby agree that until your obligations under this Agreement terminate, except as may be required in any legal, regulatory or legislative proceedings, the Discussions and the Confidential Information shall be kept strictly confidential, you shall not disclose the Confidential Information or information with respect to the Discussions, and you shall use such information solely for the purpose of evaluating the Possible Transaction; provided that until your obligations under this Agreement terminate, (i) you may disclose such information with respect to the Discussions and the Confidential Information to your Representatives who need to know such information in connection with evaluating the Possible Transaction (it being understood that you shall instruct your Representatives to comply with this Agreement, and you shall be responsible for any breach of this Agreement by any of your Representatives), and (ii) you may disclose any such information if the Company consents in writing to such disclosure. "Representatives" means, as to any party, such party's affiliates, directors, officers, employees, accountants, lenders, investors and legal counsel.

4. Regulatory Requests. Until your obligations under this Agreement terminate, if you are requested or required to disclose by applicable law, regulation or judicial process (including by oral questions, interrogatories, requests for information or documents in any legal, regulatory or legislative proceedings, subpoena, civil investigative demand or other process), the Discussions or any of the Confidential Information, you shall, to the extent permitted by law, rule and regulation and reasonably practicable, provide the Company with prompt written notice of such request or requirement so that the Company may seek, at the Company's expense, a protective order or other appropriate remedy to assure that the information with respect to the Discussions, the Possible Transaction and the Confidential Information shall be accorded confidential treatment. It is further agreed that if, in the absence of such a protective order, you or your Representatives are legally required to disclose any Confidential Information or any information with respect to the Discussions, you or your Representatives may disclose such Confidential Information and such information with respect to the Discussions to the extent so legally required without liability hereunder. You will use commercially reasonable efforts to obtain reasonable assurances that confidential treatment will be accorded to such Confidential Information.

5. No Representation. By this Agreement or by providing Confidential Information, neither the Company, nor any of its Representatives, nor any person acting on behalf of the Company has made or makes any representation or warranty as to the accuracy, completeness or relevance of the Confidential Information, except as otherwise agreed to by the parties in a definitive, separate written agreement. You agree that none of the Company, any of its Representatives nor any person acting on behalf of the Company shall have any liability to you or any of your Representatives resulting from the use of the Confidential Information or any errors therein or omission therefrom, except as otherwise agreed to by the parties, in a definitive, separate written agreement, and except in cases of fraud by the Company.

6. Termination. This Agreement and the obligations hereunder including, without limitation, your obligation to maintain the confidentiality of any information with respect to the Possible Transaction, the Discussions and the Confidential Information, shall terminate upon the earlier of (i) the close of business on the date that is two years following the date of this Agreement, and (ii) the date on which the parties hereto or their respective Affiliates enter into definitive documentation regarding the Possible Transaction which contains a confidentiality undertaking by you or your affiliate.

7. No License. You acknowledge and agree that the Company shall remain the exclusive owner of the Confidential Information furnished by or on behalf of the Company. No license or conveyance of any intellectual property rights is granted to you or implied under this Agreement.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective permitted successors and assigns; provided that you shall not be permitted to assign this Agreement or your rights or obligations hereunder, without the prior written consent of the Company. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without regard to principles of conflict of laws.

9. Miscellaneous. (a) This Agreement sets forth the entire understanding and agreement of the parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. The parties agree that no contract or agreement (or agreement to agree) providing for any Possible Transaction shall be deemed to exist between the parties unless and until a final definitive written agreement has been mutually executed and delivered. The parties further agree that unless and until such agreement has been mutually executed and delivered, neither party has a legal obligation of any kind whatsoever with respect to any Possible Transaction by virtue of this Agreement or any other written or oral expression with respect to such Possible Transaction, except, in the case of this Agreement, for the matters specifically agreed herein. The parties further acknowledge and agree that each of them reserves the right, in its sole discretion, to reject any and all proposals made by the other party or any of its respective Representatives with regard to the Possible Transaction and to terminate discussions and negotiations with each other at any time. Neither this paragraph nor any other provision in this Agreement can be waived or amended except by written consent of both parties, which consent shall specifically refer to this paragraph (or such provision) and explicitly make such waiver or amendment.

(b) The parties further understand and agree that breach of this Agreement could cause irreparable damage to the Company and that money damages may not be a sufficient remedy for any breach of this Agreement by you or your Representatives. Accordingly, the Company shall be entitled to seek equitable relief including, without limitation, injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity to the Company.

(c) It is understood and agreed that no failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

(d) It is acknowledged by the parties hereto that this Agreement does not (i) constitute a commitment or any other obligation by either party to provide or arrange financing or any other financial services or accommodations with respect to the Possible Transaction or any related transaction or (ii)

obligate either party hereto to proceed with or participate in any transaction or refrain from entering into an agreement or negotiations with any party. The Company further agrees that you and your affiliates will not be precluded from representing third parties or acting as a principal in transactions which may involve the Company, provided such representation in no way violates this Agreement.

(e) This Agreement may be delivered by facsimile or email transmission and in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

[remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, the undersigned has caused this agreement to be executed and delivered by its authorized representatives on the \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Organization Name

By: \_\_\_\_\_

Name:

Title:

Email address:

Phone number: