



300 Santana Row, Fifth Floor
San Jose, CA 95128
Tel +1 408 615 3400
Fax +1 408 615 3444
cushmanwakefield.com

CalBRE License #01880493

CONFIDENTIALITY AGREEMENT

Property: 6955 Sierra Court, Dublin, California

2025

Cushman & Wakefield U.S., Inc. ("CUSHMAN & WAKEFIELD") has been retained on an exclusive basis by LJR Joint Venture (the "Client") to act as financial advisor in connection with the solicitation of offers for the sale of the property known as 6955 Sierra Court, Dublin, California (the "Property"). All fees due CUSHMAN & WAKEFIELD in connection with the proposed transaction shall be paid by the Client.

CUSHMAN & WAKEFIELD has available for review certain information concerning the Property which includes, without limitation, financial data and analyses as well as other materials pertaining to the Property (collectively "Informational Materials"). The undersigned potential purchaser and such potential purchaser's broker (together referred to herein as "Potential Purchaser") understands that all information provided by the Client or CUSHMAN & WAKEFIELD regarding the purchase of the Property, including, but not limited to, any marketing materials (along with any photographs, maps and artwork contained therein) shall be considered part of the "Informational Materials" and shall be treated in accordance with the provisions hereof. Informational Materials will not include information or documents that (a) Potential Purchaser can demonstrate with documentary evidence that it was known by Potential Purchaser prior to the disclosure thereof by Client or CUSHMAN & WAKEFIELD; (b) came into the possession of Potential Purchaser from a third party which is not under any obligation to maintain the confidentiality of such information; (c) has become part of the public domain through no act or fault of Potential Purchaser in violation hereof; or (d) Potential Purchaser can demonstrate with documentary evidence that it was independently developed by or for Potential Purchaser without the use of the Informational Materials.

Client will not permit the disclosure of any Informational Materials to a Potential Purchaser unless and until Potential Purchaser has executed this agreement. Upon CUSHMAN & WAKEFIELD's receipt of this executed agreement, the Informational Materials will be provided for the Potential Purchaser's consideration in connection with the possible purchase of the Property, subject to the following conditions:

1. All Informational Materials pertaining to the Property that are furnished to the Potential Purchaser shall be held in the strictest confidence and shall be used solely for the purpose of Potential Purchaser's consideration of a purchase of the Property and shall not be copied or reproduced except as necessary for the consideration of the purchase of the Property. Within three (3) days of Client's or CUSHMAN & WAKEFIELD's request, Potential Purchaser shall either (a) return all Informational Materials and copies thereof (including any notes made from such Informational Materials) to CUSHMAN & WAKEFIELD, or (b) destroy all Informational Materials and copies thereof (including any notes made from such Informational Materials) and provide CUSHMAN & WAKEFIELD with written certification of such destruction.
2. Potential purchaser understands that (a) this agreement is made for the benefit of Client and CUSHMAN & WAKEFIELD and that either party may enforce its provisions, and (b) all inquiries and communications with respect to the contemplated purchase of the Property must be directed only to CUSHMAN & WAKEFIELD.
3. Potential Purchaser shall not (a) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property or any of the terms thereof, or (b) contact any tenants of the Property with respect to the subject matter hereof without the written consent of Client or CUSHMAN & WAKEFIELD.
4. The Informational Materials do not purport to be all-inclusive or to contain all information that a prospective purchaser may desire. The Potential Purchaser understands and acknowledges that neither Client nor CUSHMAN & WAKEFIELD, nor any of their employees or agents, make any representations or warranties as to the accuracy or completeness of the Informational Materials and that the information has not been independently verified by Client or CUSHMAN & WAKEFIELD. The Informational Materials are not guaranteed as to completeness or accuracy nor are they intended as a substitute for independent due diligence and analysis by the Potential Purchaser. Potential Purchaser acknowledges that neither Client nor CUSHMAN & WAKEFIELD has any responsibility to update the Informational Materials.
5. The Informational Materials do not purport to be all-inclusive or to contain all information that a prospective purchaser may desire. The Potential Purchaser understands and acknowledges that neither Client nor CUSHMAN & WAKEFIELD, nor any of their employees or agents, make any representations or warranties as to the accuracy or completeness of the Informational Materials and that the information has not been independently verified by Client or CUSHMAN & WAKEFIELD. The Informational Materials are not guaranteed as to completeness or accuracy nor are they intended as a substitute for independent due diligence and analysis by the Potential Purchaser.

Potential Purchaser acknowledges that neither Client nor CUSHMAN & WAKEFIELD has any responsibility to update the Informational Materials.

6. Potential Purchaser acknowledges it is acting as a Principal or an Investment Advisor with respect to the proposed purchase of the Property, and not as a broker, and will not look to Client or CUSHMAN & WAKEFIELD for any fees or commissions other than those described in a separate commission agreement.
7. The Potential Purchaser hereby indemnifies and holds harmless Client and CUSHMAN & WAKEFIELD and their respective affiliates, shareholders, partners, directors, officers, employees, agents and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this agreement or arising from any broker, agent or finder reclaiming by or through Potential Purchaser.
8. The Potential Purchaser acknowledges that the Transaction is being offered subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. The Potential Purchaser acknowledges that the Transactions is being offered without regard to race, creed, sex, religion, or national origin.
9. In any action to enforce the terms of this agreement, the non-prevailing party shall be responsible for payment of the prevailing party's reasonable attorneys' fees and expenses incurred in any such action. Upon execution of this agreement, this will become a binding agreement and will be construed in accordance with California law, without regard to conflict of law principles. This agreement terminates one (1) year from the date hereof.

Please Email Signed Agreement to: Jon DeCoite at jon.decoite@cushwake.com

POTENTIAL PURCHASER:

Accepted and Agreed To This _____ Day of _____, 202__

Company: _____ Address: _____

By: _____ City, State, Zip: _____

Name: _____ Phone: _____

Title: _____ Email: _____

POTENTIAL PURCHASER'S BROKER:

Accepted and Agreed To This _____ Day of _____, 202__

Company: _____ Address: _____

By: _____ City, State, Zip: _____

Name: _____ Phone: _____

Title: _____ Email: _____

