

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") dated \_\_\_\_\_, is made by and between ANICO REO ECR LLC and Brookfield Properties Management (CA) Inc. (collectively "Landlord" or "Brookfield"), and [ ] ("Receiving Party")

### BACKGROUND

Receiving Party has requested that Brookfield provide access to certain confidential information (as defined below, the "Proprietary Information") about that certain property known as 4410 El Camino, located at 4410 El Camino Real, Los Altos, CA (the "Building") in connection with the sale of the Building (the "Subject Matter"). Brookfield has a significant interest in maintaining the confidentiality of its finances, financial and other proprietary information and Brookfield policy prohibits the release of such information except as necessary to effectuate Brookfield business and then only in connection with assurances that the confidentiality of such information will be strictly maintained by the recipients thereof. Taking into consideration such interests and pursuant to the terms set forth below, Brookfield has made and plans to make Proprietary Information available to the Receiving Party.

### AGREEMENT

1. For the purposes of this Agreement:

- (a) "Proprietary Information" means all information about the Subject Matter or Landlord or its Affiliates which is furnished by Landlord or its Representatives (as defined below), whether furnished before or after the date hereof, whether oral or written, and regardless of the manner in which it is furnished, and includes all notes, analyses, compilations, studies, interpretations or other documents prepared by Receiving Party or its Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to Receiving Party or its Representatives pursuant hereto. However, Proprietary Information does not include information which:
  - (1) is or becomes generally available to the public, other than as a result of a direct or indirect disclosure by Receiving Party or its Representatives in violation of this Agreement;
  - (2) is already in Receiving Party's possession or becomes available to Receiving Party on a non-confidential basis from a Person other than Landlord or its Representatives who is not known by Receiving Party, after due inquiry, to be bound by any duty, restriction or obligation whatsoever not to disclose the Proprietary Information ;
  - (3) is independently developed by Receiving Party or its Representatives, without reference to the Proprietary Information; or
  - (4) is disclosed with the prior written consent of Landlord;
- (b) "Representative" means, as to any Person, its directors, officers, employees, Affiliates, agents and advisors (including, without limitation, financial advisors, counsel, accountants and financing sources (including their advisors and agents));
- (c) "Person" shall be broadly interpreted to include, without limitation, any individual, corporation, Receiving Party, partnership, limited liability Receiving Party, trust, trustee, association, joint venture, unincorporated organizations and every other legal or business entity whatsoever; and

- (d) "Affiliate" means a Person controlling or controlled by, directly or indirectly, or under common control, directly or indirectly, with another Person.
2. Unless otherwise agreed to in writing by Landlord, Receiving Party shall:
    - (a) keep all Proprietary Information confidential and shall not disclose or reveal any Proprietary Information to any Person (other than those of Receiving Party's Representatives who are actively and directly participating in the Subject Matter or who otherwise need to know the Proprietary Information for the purpose of the Subject Matter);
    - (b) not use Proprietary Information for any purpose other than in connection with the Subject Matter;
    - (c) refrain from copying Proprietary Information, in whole or part, except as required in furtherance of the uses thereof permitted by this Agreement and any subsequent Agreement, and except with accurate reproduction of all proprietary legends and notices located in the originals;
    - (d) if Receiving Party becomes compelled to disclose any Proprietary Information pursuant to applicable laws, rules or regulations, or pursuant to any rules and regulations of any stock exchange or stock association on which securities of Receiving Party may be traded from time to time, (collectively the "Requirements"), Receiving Party shall provide Landlord with prompt notice of any such Requirement and shall cooperate with Landlord at Receiving Party's sole expense, in seeking to obtain any protective orders or other arrangement pursuant to which the confidentiality of the Proprietary Information is preserved. If such an order or arrangement is not obtained, Receiving Party shall disclose only that portion of the Proprietary Information as is required pursuant to such Requirements. Any such required disclosure shall not, in and of itself change the status of the disclosed information as Proprietary Information under the terms of this Agreement;
    - (e) except as allowed under subsection 2(d) above, not disclose to any Person (other than those of Receiving Party's Representatives who are actively and directly participating in the Subject Matter or who otherwise need to know the Proprietary Information for the purpose of the Subject Matter) any Proprietary Information or any other information about the Subject Matter, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, or the fact that Proprietary Information has been made available to Receiving Party or its Representatives; and
    - (f) be expressly prohibited from (i) using or otherwise processing any Proprietary Information in any manner in connection with any tools, products or services that consist of, incorporate, train or otherwise leverage artificial intelligence (including but not limited to generative artificial intelligence) technologies, and (ii) disclosing any Proprietary Information to any third party that could reasonably be expected to do the same.
  3. Receiving Party shall cause any of its Representatives who receive Proprietary Information to observe the obligations of Receiving Party pursuant to this Agreement with respect to such information.
  4. Receiving Party shall be responsible for, and shall indemnify Landlord against any damage, loss or expense (including reasonable legal fees and disbursements) incurred as a result of any disclosure or use of the Proprietary Information by Receiving Party or its Representatives contrary to the terms of this Agreement.
  5. All Proprietary Information disclosed to Receiving Party is, and shall remain, the property of Landlord. In the event that Landlord, in its sole discretion, so requests, Receiving Party shall promptly deliver to Landlord all copies of Proprietary Information in its possession or in the possession of any of its Representatives. Receiving Party may retain all other documents, memoranda, notes, summaries, analyses or other material whatsoever prepared by it or any of its Representatives which contain, reflect or are based upon, in whole or in part, Proprietary Information provided that such materials shall remain subject to the limitations and other provisions of this Agreement.

6. Receiving Party shall not, without Brookfield's prior written consent, for a period of two years from the date hereof directly or indirectly solicit for employment any Person who is now, or who becomes, employed by Brookfield or any of its subsidiaries; provided, however, that Receiving Party shall not be prohibited from employing any such Person who contacts it on his or her own initiative and without any direct or indirect solicitation by Receiving Party. Notwithstanding the foregoing, general solicitations of employment published in a journal, newspaper or other publication of general circulation and not specifically directed towards such employees shall be deemed not to be in violation of this paragraph.
7. Receiving Party acknowledges and agrees that, except as explicitly set out in any other Agreement, Landlord does not make any representation or warranty as to the accuracy or completeness of any of the Proprietary Information and that neither Landlord nor any of its Representatives shall have any liability hereunder to Receiving Party or to any of its Representatives relating to or arising from the use of the Proprietary Information by Receiving Party or by any of its Representatives.
8. Landlord and Receiving Party acknowledge and agree that this Agreement does not obligate either of them to enter into any further Agreements relating to the Subject Matter or otherwise, and does not obligate Landlord to provide any Proprietary Information to Receiving Party. No provision of this Agreement shall affect, limit or restrict either party's right to engage in any business in any place and at any time, whatsoever, provided Receiving Party does not disclose the Proprietary Information in violation of this Agreement. Receiving Party agrees not to advertise, or otherwise make known to others, any information regarding the existence of this Agreement except as may be required by law.
9. Receiving Party acknowledges that the Proprietary Information belongs to Landlord and is confidential information which contains trade secrets. Receiving Party further agrees that as a result of the unique nature of the Proprietary Information, the unauthorized disclosure of the Proprietary Information will cause irreparable harm to Landlord, and that remedies at law may be inadequate to protect Landlord against actual or threatened breach of this Agreement by Receiving Party or its Representatives. Accordingly, and without prejudice to the rights and remedies otherwise available to Landlord, Landlord shall be entitled to equitable relief by way of injunction or otherwise if Receiving Party or any of its Representatives breach or threaten to breach any of the provisions of this Agreement. Receiving Party shall reimburse Landlord for all of its costs and expenses (including, without limitation, reasonable legal fees and disbursements) incurred in successfully enforcing its rights under this Agreement.
10. No failure or delay by Landlord 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 further exercise thereof or the exercise of any right, power or privilege hereunder.
11. The parties agree that all covenants contained in this Agreement are reasonable and valid. If any provision of this Agreement is declared void or unenforceable by a final judicial or administrative order, this Agreement will continue in full force and effect, except that the void or unenforceable provision will be deemed deleted and replaced with a provision as similar in terms to such void or unenforceable provision as may be possible and be valid and enforceable.
12. This Agreement contains the entire Agreement between Landlord and Receiving Party concerning the confidentiality of the Proprietary Information, and no modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon Receiving Party or Landlord, unless approved in writing by each of Receiving Party and Landlord.
13. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall inure only to the benefit of the parties hereto, and the rights and obligations of each party under this Agreement may not be assigned or delegated without the consent of the other party.

*[Reminder of Page Intentionally Left Blank]*

In witness whereof, the parties have executed this Agreement by their duly authorized representatives effective as of the date first written above.

[      ]

**BROOKFIELD PROPERTIES  
MANAGEMENT (CA) INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ANICO REO ECR LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_