

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective as of _____, 2024 by and between San Diego CA I FGF, LLC, a Delaware limited liability company (the "Disclosing Party") and _____, a _____ ("Receiving Party").

1. Confidential Information.

The Disclosing Party, either through itself, its manager, or through its listing agent, Cushman & Wakefield, proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") regarding certain improved real property located at 8808 & 8810 Rio San Diego Drive, San Diego, CA (the "Property") to Receiving Party. Confidential Information shall include any and all information regarding the Disclosing Party, its affiliates, or the Property that is provided to the Receiving Party or its broker by the Disclosing Party, including, but not limited to, rent rolls, leases, financial information, as-built drawings and floor plans of the Property, offering memorandum, documents, correspondence, data, financial statements, expense and operations data, reports, forecasts, projections, surveys, diagrams, records, and any other non-public documents, or electronic transmittals or conversations concerning the Property or the Disclosing Party. Confidential Information shall not include information that (i) is or becomes generally available to the public, other than as a result of a disclosure by the Receiving Party in breach of this Agreement, (ii) was in the possession of the Receiving Party prior to the date of the Agreement (and is not subject to any pre-existing confidentiality agreement in favor of the Disclosing Party), (iii) was obtained by the Receiving Party from a third party who is not subject to any confidentiality agreement regarding such information, or (iv) is independently developed by the Receiving Party without reliance on the Confidential Information.

The Disclosing Party retains its entire right, title and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title and interest to Receiving Party or any other person.

The Receiving Party understands and acknowledges that the Disclosing Party has developed the Confidential Information through the expenditure of substantial time and money, that each party desires to retain the same in trust and confidence and to withhold access thereto from third parties.

Disclosing Party makes no representations or warranties, expressed or implied, as to the accuracy or completeness of this Confidential Information or any of its contents, and no legal commitment or obligation shall arise by reason of the Confidential Information or its contents. Analysis and verification of the Confidential Information is solely the responsibility of the prospective buyer. This is not an agreement to sell the Property nor an offer of sale. No agreement binding upon Disclosing Party, or any of its associated or affiliated companies, shall be deemed to exist, unless or until the Disclosing Party enters into a formal binding agreement of sale with respect to the Property. Disclosing Party shall have no obligation to enter into such an agreement.

2. Recipient's Obligations.

A. The Receiving Party agrees that the Confidential Information is to be considered confidential and proprietary to Disclosing Party and Receiving Party (a) will use its best efforts (but in any event not less than those employed for safeguarding its own Confidential Information) to keep Confidential Information of the Disclosing Party and/or any knowledge which may be imparted

through examination thereof or working therewith confidential and (b) will not, except as specifically authorized in writing by the Disclosing Party or required by law, (i) communicate such Confidential Information and/or knowledge to any third party (other than to an employee or agent of the Receiving Party who reasonably requires access thereto and has undertaken an obligation of confidentiality with respect to the Confidential Information described herein), or (ii) utilize such Confidential Information and/or knowledge for any purpose other than internal evaluation and/or furthering a business relationship with the Disclosing Party.

B. All Confidential Information must be returned to Disclosing Party (or deleted or destroyed by Receiving Party and in such instance Receiving Party shall certify in writing to Disclosing Party that such information has been deleted or destroyed) within ten (10) days upon request by Disclosing Party (e-mail being sufficient), or when the Receiving Party terminates any discussions or negotiations with respect to the Confidential Information, or upon termination of this Agreement.

C. In the event that Receiving Party is requested or required (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose (i) any Confidential Information, (ii) any information relating to Disclosing Party, or (iii) any other information supplied under this Agreement, the Receiving Party shall promptly notify Disclosing Party of such request or requirement, prior to disclosing any information.

3. **Term.**

The terms and conditions of this Agreement shall remain in full force and effect for five (5) years from the date hereof.

4. **No Publicity.**

The Receiving Party will not disclose, publish or otherwise reveal any of the Confidential Information received from Disclosing Party or any information regarding the potential transaction to any other party whatsoever except with the specific prior written authorization of Disclosing Party, which authorization may be granted or withheld in Disclosing Party's sole and absolute discretion.

5. **Governing Law and Remedies.**

This Agreement shall be governed and construed in accordance with the laws of the State of Ohio without regard to the conflict of laws provisions thereof.

In the event that Receiving Party fails to comply with the terms and conditions of this Agreement, Disclosing Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for such breach, in addition to all other remedies at law or in equity, and Receiving Party waives any requirement for the securing or posting of any bond in connection with such remedy. Receiving Party shall indemnify, defend, and hold harmless Disclosing Party for any losses, claims, liabilities, damages, causes of action, costs, expenses, or the like resulting from Receiving Party's breach of this Agreement or use of the Confidential Information.

6. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by

both parties. Nothing herein obligates any party to negotiate for, or to enter into a binding purchase and sale agreement or other transfer agreement regarding the Property or any portion thereof.

7. **No Assignment.**

The Receiving Party may not assign this Agreement or any interest herein without the Disclosing Party's express prior written consent.

8. **Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

9. **Notices.**

All notices required by this Agreement must be in writing and addressed to the relevant party at its address set forth below. All notices shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services, unless stated otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

Receiving Party:

a _____

By: _____

Name: _____

Title: _____

Address:

Disclosing Party:

San Diego CA I FGF, LLC,
a Delaware limited liability company

By:  _____

Name: Jeffrey Hurvitz

Its: Authorized Signatory

Address: One North Wacker Drive,
Suite 4025, Chicago, IL 60606, Attn:
Asset Management

With a copy to:

1301 E. 9th Street, Suite 2900
Cleveland, Ohio 44114
Attn: General Counsel