

CONFIDENTIALITY AND CONDITIONS OFFERING AGREEMENT

Page 1 of 4



Property: 280 Smith Ranch Road

Location: 280 Smith Ranch Road, San Rafael

Owner(s):

Potential Investor:

Potential Investor Representative (if applicable):

**Upon execution of this agreement (this "Agreement"), please
remit entire agreement as a scanned image via email to:**

**Attention: Tatiana Hodapp
Email Address: tatiana.hodapp@jll.com**

- 1. General Terms.** Jones Lang LaSalle Americas, Inc., a Maryland corporation ("JLL"), represents Owner as Owner's exclusive agent or broker for the potential sale of the Property. This Confidentiality and Conditions of Offering Agreement (the "Agreement") will confirm the mutual understandings of Potential Investor, JLL, and Owner in connection with the disclosure and review of any and all information regarding the Owner or the Property that is provided to Potential Investor or any Related Party (as defined below) by Owner, JLL or any representative of Owner or JLL, including, but not limited to, any offering memorandum, documents, data, financial statements, reports, forecasts, projections, surveys, diagrams, records, engineering reports, and other documents, electronic transmittals or conversations concerning the Property or the Owner (the "Offering Materials"). Owner and/or JLL may make the Offering Materials available in written, electronic, or verbal form to the Potential Investor following JLL's receipt of this Agreement, duly executed by Potential Investor. The confidentiality requirements set forth below shall not apply to any information in the Offering Materials that (i) is or becomes generally available to the public other than as a result of disclosure by Potential Investor or any Related Party in breach of this Agreement, (ii) was in the possession of the undersigned or any Related Party prior to the date of the Agreement (and is not subject to any pre-existing confidentiality agreement in favor of Owner, any affiliate thereof, and/or JLL), (iii) was obtained by the undersigned or any Related Party from a third party who, to the knowledge of the undersigned and the Related Parties, is not subject to any confidentiality agreement regarding such information, or (iv) is independently developed by the undersigned or any Related Party without reliance on the Offering Materials. The terms of the Agreement follow.
- 2. Ownership, Use and Return of Offering Materials.** The Offering Materials shall continue to be the property of the Owner and JLL. The Offering Materials will be used by the Potential Investor solely for the purpose of evaluating the possible acquisition of the Property and not for any purpose unrelated to the possible acquisition of the Property. The Offering Materials may not be copied or duplicated without the Owner's and JLL's prior written consent, and must be returned to JLL (or with JLL's permission, destroyed by Potential Investor and any Related Party, and in such instance Potential Investor shall certify in writing to JLL and Owner that such information has been so destroyed) immediately upon request or when the Potential Investor declines to make an offer for the Property or terminates any discussions or negotiations with respect to the Property.
- 3. Confidentiality and Disclosure of Offering Materials by Potential Investor.** Potential Investor acknowledges on behalf of itself and any and all Related Parties that the Offering Materials are considered confidential and proprietary information of Owner and/or JLL, and Potential Investor will not make (or cause or permit any Related Party to make) any Offering Materials available, or disclose any of the contents thereof, to any person without Owner's or JLL's prior written consent; provided, however, that the Offering Materials may be disclosed to the Potential Investor's Representative (if any), the Potential Investor's partners, employees, legal counsel, advisors, institutional lenders and other capital sources (collectively the "Related Parties") as reasonably required for an evaluation of the Property. Such Related Parties shall be informed by Potential Investor of the confidential nature of the Offering Materials and the terms of this Agreement and shall be directed by Potential Investor to keep the Offering Materials and related information strictly confidential in accordance with this Agreement and to otherwise abide by the terms of this Agreement as if such party was the Potential Investor hereunder. In the event any Related Party shall take or omit to take any action which if taken or omitted to be taken by Potential Investor would constitute a breach of or a default under the terms hereof, then such act or omission by such Related Party shall be deemed to be a breach of the terms hereof by Potential Investor. If any court or governmental authority requires

CONFIDENTIALITY AND CONDITIONS OFFERING AGREEMENT

Page 2 of 4



Property: 280 Smith Ranch Road

Location: 280 Smith Ranch Road, San Rafael

Owner(s):

Potential Investor:

Potential Investor Representative (if applicable):

Potential Investor or any Related Party to disclose any portion of the Confidential Information, Potential Investor shall, to the extent permitted by law and legal process, (a) provide Owner with prompt written notice of such requirement and (b) cooperate with Owner in a commercially reasonable manner in obtaining any protective order or other remedy sought by Owner with respect to such requirement.

4. **Potential Investor as Principal and Other Brokers or Agents.** Potential Investor is a principal and not an agent of or acting on behalf of any other party in connection with the purchase of the Property. Potential Investor will not look to JLL or to Owner for any brokerage commission, finder's fee, or other compensation in connection with the sale of the Property or any interest therein. Potential Investor acknowledges that it has not had any discussion regarding the Property with any broker or agent other than the Potential Investor's Representative (if any) identified above. Potential Investor shall indemnify and hold Owner and JLL and their respective officers, directors, shareholders, partners, members, employees, agents and representatives and any affiliate, successor or assign thereof (collectively, the "Owner/JLL Related Parties"), harmless from and against any and all claims, causes of action, damages, suits, demands, liabilities, fines, fees, costs and expenses (including, but not limited to, court costs and attorney's fees) of any kind, nature or character relating to the Property by any agents or brokers (including any Potential Investor's Representative) (other than JLL) resulting from (i) any failure by Potential Investor or any Related Party to disclose any relationship Potential Investor may have with respect to any broker or other intermediary, (ii) any failure by Potential Investor to pay any amounts claimed by any broker or other intermediary (including, without limitation, any Potential Investor's Representative), other than JLL, in connection with the marketing or sale of the Property and (iii) any breach or default hereunder by Potential Investor and/or any deemed breach or default hereunder by any Related Party.
5. **No Representations as to Offering Materials or Condition of Property.** Potential Investor understands and acknowledges that neither Owner, JLL nor any Owner/JLL Related Party makes any representation or warranty as to the accuracy or completeness of the Offering Materials or the condition of the Property in any manner. The Potential Investor further understands and acknowledges that the information used in the preparation of the Offering Materials was furnished by Owner and has not been independently verified by JLL, and is not guaranteed as to completeness or accuracy. Potential Investor agrees that neither Owner, JLL, nor any Owner/JLL Related Party shall have any liability for any reason to the Potential Investor or any of its representatives or Related Parties resulting from the use of the Offering Materials by any person in connection with the sale of, or other investments by Potential Investor in the Property whether or not consummated for any reason. Neither Owner, JLL nor any Owner/JLL Related Party is under any obligation to notify or provide any further information to Potential Investor or any Related Party if either Owner or JLL becomes aware of any inaccuracy, incompleteness or change in the Offering Materials. The undersigned acknowledges that neither Owner, JLL nor any Owner/JLL Related Party, has made any representation or warranty as to the accuracy or completeness of the Offering Materials, or the suitability of the information contained therein for any purpose whatever, and any representation or warranty in connection therewith is hereby expressly excluded. The Offering Materials provided to the undersigned are subject to, among other things, correction of errors and omissions, additions or deletion of terms, and withdrawal upon notice. The undersigned agrees that neither Owner, JLL, nor any Owner/JLL Related Party shall have any liability to Potential Investor and/or any Related Party resulting from the delivery to, or use by the undersigned of the Offering Materials or otherwise with respect thereto. Potential Investor and Related Parties shall rely only their own due diligence and investigation of the Property, including but not limited to any financial, title, environmental, physical, tenant or any other matters.
6. **Withdrawal of Property from Market or Termination of Discussions.** Potential Investor acknowledges that the Property has been offered for sale subject to withdrawal of the Property from the market at any time or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever. No agreement binding upon Owner, or any of its associated

CONFIDENTIALITY AND CONDITIONS OFFERING AGREEMENT

Page 3 of 4



Property: 280 Smith Ranch Road

Location: 280 Smith Ranch Road, San Rafael

Owner(s):

Potential Investor:

Potential Investor Representative (if applicable):

or affiliated companies, shall be deemed to exist, at law or equity, unless Owner enters into a formal binding agreement of sale.

7. **Term of Agreement.** The terms and conditions of this Agreement shall remain in full force and effect for a period of three years from the date hereof.
8. **Remedies.** In the event that Potential Investor and/or any Related Party fails to comply with the terms and conditions of this Agreement, Potential Investor and such Related Party may be liable to Owner and/or JLL for such breach, Owner and/or JLL shall be entitled to exercise any right, power, or remedy available at law or in equity for such breach. Without prejudice to any other rights or remedies that Owner and/or JLL may have with respect to any breach by Potential Investor and/or any Related Party, Potential Investor on behalf of its and any Related Party, hereby acknowledges and agrees that (a) damages would not be an adequate remedy for any breach of the terms of this Agreement by Potential Investor and/or any Related Party, (b) it is not aware of and will not seek to advance any reason why Owner and/or JLL should not be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the terms of this Agreement by Potential Investor and/or any any Related Party and (c) no proof of special damages shall be necessary for the enforcement of the terms of this Agreement.
9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the property is located without reference to its conflicts of law provisions.
10. **Access to Property, Property's Management, Property Lender, and Property Tenants.** Potential Investor agrees to not seek to gain access to any non-public areas of the Property or communicate with Property's management employees, the holder of any financing encumbering the Property, the Property's tenants, and the Owner's partners in the ownership of the Property, without the prior consent of Owner or JLL, which consent may be withheld in the Owner's sole discretion. Potential Investor further agrees not to discuss the Property or the proposed transaction with any city, state, or other governmental agency or representative having jurisdiction over the Property without the prior written consent of Owner or JLL and Owner (which consent may be withheld in Owner's sole discretion) and the opportunity for JLL and/or Owner to approve the form and substance of any correspondence and/or attend any meetings with such governmental agency or representatives.
11. **Potential Investor's Representative.** The Potential Investor has appointed the Potential Investor's Representative, if any, identified above, as Potential Investor's broker or other intermediary with respect to the purchase of the Property. The Potential Investor agrees to pay out of Potential Investor's own funds all brokerage fees, finder's fees or any other compensation claimed by the Potential Investor's Representative or any broker or intermediary other than JLL in connection with Potential Investor's interest in or proposed or actual purchase of the Property or any interest therein. The Potential Investor's Representative, if any, by signing below, agrees to be bound by all the terms and conditions of this Agreement whether stated as obligations of the Potential Investor or a Related Party under the terms and conditions of this Agreement. The Potential Investor's Representative, if any, further agrees by signing below that it will not look to the Owner, JLL or any Owner/JLL Related Party for any brokerage commissions, finder's fee or any other compensation claimed in connection with the sale of the Property or any interest therein to the Potential Investor or any other party (whether or not consummated for any reason). The Potential Investor's Representative, if any, by its signature hereto agrees herewith that its authorization to act in any capacity with respect to the purchase of the Property is limited to representing the Potential Investor and agrees that it will not discuss or exchange any information regarding the Property with any party other than the Potential Investor. Potential investor and Potential Investor's Representative, if any, by its signature hereto agree to hold JLL and Owner, its officers, directors, partners, employees, agents, representatives, and any of their affiliates, beneficiaries, successors, and assigns harmless from, and shall indemnify and defend them against any and all fines, losses, damages suites, claims actions, demands, liabilities, costs and expenses (including court costs and attorney's fees) of any

CONFIDENTIALITY AND CONDITIONS OFFERING AGREEMENT

Page 4 of 4



Property: 280 Smith Ranch Road

Location: 280 Smith Ranch Road, San Rafael

Owner(s):

Potential Investor:

Potential Investor Representative (if applicable):

kind, nature or character (collectively, the "Claims"), in connection with, related to, resulting from or arising or alleged to have arisen in connection with the Potential Investor's Representative's actions.

- 12. Entire Agreement, Waiver or Modification.** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by the parties subsequent to the date of this Agreement. The parties have not made any other agreement or representation with respect to such matter.

[signatures on the following page]

CONFIDENTIALITY AND CONDITIONS OFFERING AGREEMENT

Page 5 of 4



Property: 280 Smith Ranch Road

Location: 280 Smith Ranch Road, San Rafael

Owner(s):

Potential Investor:

Potential Investor Representative (if applicable):

Accepted and Agreed to this ____ day of _____, 20__.

POTENTIAL INVESTOR:

**POTENTIAL INVESTOR REPRESENTATIVE
(If applicable)**

Company

Company

Signature

Signature

Name

Name

Title

Title

Date

Date

Address 1

Address 1

Address 2

Address 2

City, State, and Zip Code

City, State, and Zip Code

Telephone

Telephone

Email Address

Email Address

CONFIDENTIALITY AND CONDITIONS OF OFFERING AGREEMENT



Property: _____
Location: _____
Owner: _____
Potential Investor: _____

AGENCY CONFIRMATION
CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIP(S)
(As required by California Civil Code)

Subject Property Address: _____

THE FOLLOWING AGENCY RELATIONSHIP(S) IS/ARE HEREBY CONFIRMED:

- Jones Lang LaSalle Americas, Inc. is the agent of (check one):
Name of Listing Agent* (Company)
Name of Individual Broker(s)
[] the landlord/seller exclusively
[] both the tenant/buyer and the landlord/seller*
[] Landlord/Seller is NOT represented by a broker

*"Listing Agent" means the representative of Seller.

- Name of Selling Agent* (Company) is the agent of (check one):
Name of Individual Broker(s)
[] the buyer exclusively
[] both the buyer and the landlord/seller*
[] Buyer is NOT represented by a broker

*"Selling Agent" means the representative of Buyer.

AGENT REPRESENTING BOTH THE BUYER/TENANT AND THE SELLER *:

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
b. Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONFIRMATION.

Buyer: _____ Date _____
Seller: _____ Date _____
Listing Agent: _____ Date _____
Selling Agent: _____ Date _____

NOTE: "Listing Agent" acts exclusively for the seller
"Selling Agent" acts exclusively for the buyer