

This document contains the CA agreements for **Skyline Commerce Center** and **International Airport Center**.

**Skyline Owner LLC**  
30 Hudson Yards  
New York, New York 10001

[Date], 2024

**[Counterparty Name and Address]**

**Re: Confidentiality Agreement**

Ladies and Gentlemen:

In connection with the potential participation by [Entity Name] (“you”) with an affiliate of Skyline Owner LLC (the “Company”) in a potential sale of the properties set forth on Exhibit A attached hereto (a “**Potential Transaction**”), the Company is prepared to make available to you and your Representatives (as defined below) certain confidential and proprietary information relating to the Company, the Potential Transaction and/or the Company’s or one or more of its affiliates’ business. As a condition to such information being furnished to you and your Representatives, you agree that you will, and will cause your Representatives to, treat the Evaluation Material (as defined below) in accordance with the provisions of this agreement and take or abstain from taking certain other actions as set forth herein. The term “**Representatives**” shall include the members, directors, officers, employees, agents, affiliates and advisors (including, without limitation, attorneys, accountants and consultants) of a party. The term “**person**” as used in this agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, limited liability company or other entity or any natural person, or any group of such entities or natural persons.

**1 Evaluation Material**

The term “**Evaluation Material**” shall mean (a) all documents, materials and information relating, directly or indirectly, to (i) a Potential Transaction or (ii) the Company, its parent entities, its subsidiaries and their respective businesses, products, markets, conditions (financial or other), operations, assets, liabilities, results of operations, cash flows, plans and prospects, including, without limitation, technical, commercial, financial, accounting, legal and administrative information, in each case, which has been or will be furnished to you or any of your Representatives, in any format, in writing or orally, by or on behalf of the Company or any of its Representatives in connection with a Potential Transaction, together with all notes, analyses, compilations, studies, reports, forecasts, interpretations or other documents and materials prepared by or for you or any of your Representatives or by or for the Company or its subsidiaries or any of their respective Representatives and which is delivered, disclosed or furnished to you or any of your Representatives by or on behalf of the Company or any of its Representatives in connection with a Potential Transaction, and (b) (i) the fact that an evaluation of a Potential Transaction is occurring or has occurred, (ii) the fact that any Evaluation Material is being or has been made available to you and (iii) the existence of (x) any discussions, negotiations or agreements among any of you, the Company, its subsidiaries or any other person, in relation to a Potential Transaction, or (y) any of the terms, conditions or other facts with respect to a Potential Transaction, including the substance or status of any such discussions, negotiations or agreements.

Notwithstanding any other provision hereof, the term "Evaluation Material" shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in violation hereof or any other obligation of confidentiality to which you or they are bound, (ii) prior to disclosure to you by or on behalf of the Company, was already in your or your Representatives' possession (as demonstrated by your written records) lawfully and on a non-confidential basis, (iii) after disclosure to you by or on behalf of the Company, is disclosed to you or your Representatives (as demonstrated by your written records) from a source (other than the Company, any of its subsidiaries or their respective Representatives) that, to your knowledge after reasonable inquiry, is not bound by any duty of confidentiality to the Company, any of its subsidiaries or their respective Representatives in respect of such information, or (iv) is the subject of a written consent to disclose provided by the Company.

## **2 Use and Disclosure of Evaluation Material**

You recognize and acknowledge the competitive value and confidential nature of the Evaluation Material and the irreparable damage that could result to the Company if any information contained therein is disclosed to any person in violation hereof. You hereby covenant and agree with the Company that you and your Representatives shall use the Evaluation Material solely for the purpose of evaluating a Potential Transaction and for no other purpose, that the Evaluation Material will not be used in competition with or in any other way detrimental to the Company or its affiliates, that you will keep the Evaluation Material strictly confidential and that you and your Representatives will not disclose any of the Evaluation Material in any manner whatsoever to any person in violation hereof. You agree to undertake reasonable precautions to safeguard and protect the confidentiality of the Evaluation Material, not to reproduce any of the Evaluation Material in any form (except as reasonably required for any disclosure permitted hereby). You agree to be responsible for any breach of this agreement by any of your Representatives. All Evaluation Material (including all copies thereof) shall remain the property of the Company.

You may disclose the Evaluation Material to your Representatives who need to know such information for the purpose of evaluating a Potential Transaction and who are provided with a copy hereof and agree to comply with the confidentiality provisions hereof. If you or any of your Representatives becomes legally compelled (by deposition, interrogatory, request for information or documents, subpoena, civil investigative demand, governmental agency action or similar legal, regulatory or judicial process) or otherwise is required pursuant to law or regulation or the rules of any securities exchange or pursuant to an audit or examination by a regulator, bank examiner or self-regulatory organization to disclose any Evaluation Material to a person or persons not otherwise permitted to receive such information, then, to the extent legally permissible, you or such Representative shall provide the Company with prompt written notice of such requirement and shall cooperate with the Company in seeking a protective order or other appropriate remedy. If such protective order or other remedy is not obtained or reasonably obtainable, or if the Company waives compliance with the provisions hereof, then you or such Representative may disclose only that portion of the Evaluation Material that you or such Representative is advised by legal counsel is legally required to be disclosed and shall exercise

your or its reasonable commercial efforts to ensure that all information so disclosed will be accorded confidential treatment. Nothing herein shall be deemed to grant a license, whether directly or by implication, estoppel or otherwise, to any Evaluation Material disclosed pursuant to this agreement.

### **3 Return and Destruction of Evaluation Material**

At any time upon the request of the Company, you and your Representatives that have received any Evaluation Material, at your expense, shall (x) promptly return to the Company or destroy all written Evaluation Material (including any copies or reproductions thereof in whatever form or medium, including electronic copies, as well as any notes, analyses, compilations, studies, reports, forecasts, interpretations or other documents and materials prepared by or for you or any of your Representatives or by or for the Company or its subsidiaries or any of their respective Representatives) that was delivered, disclosed or furnished to you or such Representative by or on behalf of the Company, and (y) except as otherwise required by applicable law or regulation, or for compliance with your document retention policies, destroy (or delete or expunge from any electronic storage device, to the extent reasonably practicable) all other Evaluation Material in your or such Representative's possession. Notwithstanding the return or destruction of any Evaluation Material, you and your Representatives that have received any Evaluation Material shall continue to be bound by your and their obligations herein.

### **4 No Representations or Warranties**

You and your Representatives that have received any Evaluation Material acknowledge and agree that none of the Company, its subsidiaries or any of their respective Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material or makes any commitment to correct, update or supplement any of the Evaluation Material. You and your Representatives agree that the Evaluation Material is for discussion purposes only and that none of the Company, its subsidiaries or any of their respective Representatives shall have any liability to you or any of your Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom. Notwithstanding any other provision hereof, the Company reserves the right in its sole discretion not to make available to you or any of your Representatives any information. Moreover, the Company and its Representatives may have access to additional information pertaining to the Company, its affiliates and each of their respective businesses, which may be material and does not form part of the Evaluation Material.

### **5 Inquiries**

All inquiries for information about the Company or its affiliates and communications with the Company or its affiliates shall be made through the Company. Neither you nor any of your Representatives will contact any third party with whom the Company or any of its subsidiaries has a business or other relationship (including, without limitation, any director, officer, employee or stockholder of the Company or any of its subsidiaries) or any competitor of the Company or

any of its subsidiaries or in connection with a Potential Transaction without the Company's prior written consent.

**6 No Other Obligations**

Each party hereto agrees that neither party will be under any legal obligation of any kind whatsoever with respect to a Potential Transaction (or any part of it) by virtue of this agreement, except for the matters specifically agreed to herein.

**7 No Modification**

No provision in this agreement can be waived, modified or amended, except by written consent signed by you and the Company, which consent shall specifically refer to the provision to be waived, modified or amended and shall explicitly make such waiver, modification or amendment; provided that no consent shall be required for the Company to assign any or all of its rights and delegate any or all of its obligations hereunder to the Company or one or more of its subsidiaries.

**8 No Waiver of Rights**

It is understood and agreed that no failure or delay by the Company 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 other right, power or privilege hereunder.

**9 Entire Agreement; Prior Agreements**

This agreement contains the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, understandings, arrangements and discussions between the parties regarding such subject matter.

**10 Remedies**

You agree and acknowledge that irreparable damage could occur to the Company and its respective affiliates and Representatives in the event of any disclosure of any Evaluation Material in breach of this agreement and that money damages would not be a sufficient remedy for any breach of any provision of this agreement. Accordingly, the Company and its respective affiliates and Representatives shall be entitled to seek in any Chosen Court (defined below) the remedies of specific performance, injunctive relief or other equitable remedies, in addition to any other remedy to which the Company and its respective affiliates and Representatives may be entitled, at law or in equity.

**11 Term**

Except as set forth in paragraph 7 herein, these provisions shall expire two (2) years from the date hereof.

**12 Severability**

If at any time subsequent to the date hereof, any provision of this agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be

of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this agreement.

**13 Successors**

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**14 Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed in and to be performed in that State. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of New York located in New York County and of the United States of America located in the Southern District of New York (the “**Chosen Courts**”), and irrevocably and unconditionally waive any objection that they may now or hereafter have to the laying of venue in the Chosen Courts for any actions, suits or proceedings arising out of or relating to this agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts, and each party hereto further agrees that service of any process, summons, notice or document by U.S. registered mail to the address of such party set forth herein shall be effective service of process for any action, suit or proceeding brought against such party in any such court).

**15 Counterparts**

This agreement may be signed by facsimile or electronic delivery in .pdf format and may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

**Skyline Owner LLC**  
30 Hudson Yards  
New York, New York 10001

Please confirm your agreement with the foregoing by having a duly authorized officer of your organization sign and return one copy of this letter to the undersigned, whereupon this agreement shall become a binding agreement among you and the Company.

Very truly yours,

**Skyline Owner LLC**

By: \_\_\_\_\_  
Name:  
Title: Authorized Signatory

Accepted and agreed  
as of the date first written above:

**[ PLEASE CONFIRM THE APPROPRIATE ENTITY ]**

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

<b>Property</b>	<b>SF</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
Skyline Building 1	62,713	5570 S. Buckner Blvd.	Mesquite	TX	75149
Skyline Building 2	135,396	5590 S. Buckner Blvd	Mesquite	TX	75149



**Platinum Owner TX LLC**  
30 Hudson Yards  
New York, New York 10001

[Date], 2024

**[Counterparty Name and Address]**

**Re: Confidentiality Agreement**

Ladies and Gentlemen:

In connection with the potential participation by [Entity Name] (“**you**”) with an affiliate of Platinum Owner TX LLC (the “**Company**”) in a potential sale of the properties set forth on Exhibit A attached hereto (a “**Potential Transaction**”), the Company and Cushman & Wakefield U.S., Inc. (“**Broker**”), who represents the Company as its agent or broker for the Potential Transaction, are prepared to make available to you and your Representatives (as defined below) certain confidential and proprietary information relating to the Company, the Potential Transaction and/or the Company’s or one or more of its affiliates’ business. As a condition to such information being furnished to you and your Representatives, you agree that you will, and will cause your Representatives to, treat the Evaluation Material (as defined below) in accordance with the provisions of this agreement and take or abstain from taking certain other actions as set forth herein. The term “**Representatives**” shall include the members, directors, officers, employees, agents, affiliates and advisors (including, without limitation, attorneys, accountants and consultants) of a party. The term “**person**” as used in this agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, limited liability company or other entity or any natural person, or any group of such entities or natural persons.

**1 Evaluation Material**

The term “**Evaluation Material**” shall mean (a) all documents, materials and information relating, directly or indirectly, to (i) a Potential Transaction or (ii) the Company, its parent entities, its subsidiaries and their respective businesses, products, markets, conditions (financial or other), operations, assets, liabilities, results of operations, cash flows, plans and prospects, including, without limitation, technical, commercial, financial, accounting, legal and administrative information, in each case, which has been or will be furnished to you or any of your Representatives, in any format, in writing or orally, by or on behalf of the Company, Broker or any of their Representatives in connection with a Potential Transaction, together with all notes, analyses, compilations, studies, reports, forecasts, interpretations or other documents and materials prepared by or for you or any of your Representatives or by or for the Company, Broker, or their subsidiaries or any of their respective Representatives and which is delivered, disclosed or furnished to you or any of your Representatives by or on behalf of the Company, Broker or any of their Representatives in connection with a Potential Transaction, and (b) (i) the fact that an evaluation of a Potential Transaction is occurring or has occurred, (ii) the fact that any Evaluation Material is being or has been made available to you and (iii) the existence of (x) any discussions, negotiations or agreements among any of you, the Company, Broker, their subsidiaries or any other person, in relation to a Potential Transaction, or (y) any of the terms, conditions or other facts with respect to a Potential Transaction, including the substance or status of any such discussions, negotiations or agreements.

Notwithstanding any other provision hereof, the term "Evaluation Material" shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in violation hereof or any other obligation of confidentiality to which you or they are bound, (ii) prior to disclosure to you by or on behalf of the Company or Broker, was already in your or your Representatives' possession (as demonstrated by your written records) lawfully and on a non-confidential basis, (iii) after disclosure to you by or on behalf of the Company or Broker, is disclosed to you or your Representatives (as demonstrated by your written records) from a source (other than the Company, Broker, any of their subsidiaries or their respective Representatives) that, to your knowledge after reasonable inquiry, is not bound by any duty of confidentiality to the Company, Broker, any of their subsidiaries or their respective Representatives in respect of such information, or (iv) is the subject of a written consent to disclose provided by the Company or Broker.

## **2 Use and Disclosure of Evaluation Material**

You recognize and acknowledge the competitive value and confidential nature of the Evaluation Material and the irreparable damage that could result to the Company if any information contained therein is disclosed to any person in violation hereof. You hereby covenant and agree with the Company that you and your Representatives shall use the Evaluation Material solely for the purpose of evaluating a Potential Transaction and for no other purpose, that the Evaluation Material will not be used in competition with or in any other way detrimental to the Company or its affiliates, that you will keep the Evaluation Material strictly confidential and that you and your Representatives will not disclose any of the Evaluation Material in any manner whatsoever to any person in violation hereof. You agree to undertake reasonable precautions to safeguard and protect the confidentiality of the Evaluation Material, not to reproduce any of the Evaluation Material in any form (except as reasonably required for any disclosure permitted hereby). You agree to be responsible for any breach of this agreement by any of your Representatives. All Evaluation Material (including all copies thereof) shall remain the property of the Company.

You may disclose the Evaluation Material to your Representatives who need to know such information for the purpose of evaluating a Potential Transaction and who are provided with a copy hereof and agree to comply with the confidentiality provisions hereof. If you or any of your Representatives becomes legally compelled (by deposition, interrogatory, request for information or documents, subpoena, civil investigative demand, governmental agency action or similar legal, regulatory or judicial process) or otherwise is required pursuant to law or regulation or the rules of any securities exchange or pursuant to an audit or examination by a regulator, bank examiner or self-regulatory organization to disclose any Evaluation Material to a person or persons not otherwise permitted to receive such information, then, to the extent legally permissible, you or such Representative shall provide the Company with prompt written notice of such requirement and shall cooperate with the Company in seeking a protective order or other appropriate remedy. If such protective order or other remedy is not obtained or reasonably obtainable, or if the Company waives compliance with the provisions hereof, then you or such Representative may disclose only that portion of the Evaluation Material that you or such

Representative is advised by legal counsel is legally required to be disclosed and shall exercise your or its reasonable commercial efforts to ensure that all information so disclosed will be accorded confidential treatment. Nothing herein shall be deemed to grant a license, whether directly or by implication, estoppel or otherwise, to any Evaluation Material disclosed pursuant to this agreement.

### **3 Return and Destruction of Evaluation Material**

At any time upon the request of the Company or Broker, you and your Representatives that have received any Evaluation Material, at your expense, shall (x) promptly return to the Company or Broker or destroy all written Evaluation Material (including any copies or reproductions thereof in whatever form or medium, including electronic copies, as well as any notes, analyses, compilations, studies, reports, forecasts, interpretations or other documents and materials prepared by or for you or any of your Representatives or by or for the Company, Broker or their subsidiaries or any of their respective Representatives) that was delivered, disclosed or furnished to you or such Representative by or on behalf of the Company or Broker, and (y) except as otherwise required by applicable law or regulation, or for compliance with your document retention policies, destroy (or delete or expunge from any electronic storage device, to the extent reasonably practicable) all other Evaluation Material in your or such Representative's possession. Notwithstanding the return or destruction of any Evaluation Material, you and your Representatives that have received any Evaluation Material shall continue to be bound by your and their obligations herein.

### **4 No Representations or Warranties**

You and your Representatives that have received any Evaluation Material acknowledge and agree that none of the Company, Broker, their subsidiaries or any of their respective Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material or makes any commitment to correct, update or supplement any of the Evaluation Material. You and your Representatives agree that the Evaluation Material is for discussion purposes only and that none of the Company, Broker, their subsidiaries or any of their respective Representatives shall have any liability to you or any of your Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom. Notwithstanding any other provision hereof, the Company and Broker reserve the right in their sole discretion not to make available to you or any of your Representatives any information. Moreover, the Company, Broker and their Representatives may have access to additional information pertaining to the Company, its affiliates and each of their respective businesses, which may be material and does not form part of the Evaluation Material.

### **5 Inquiries**

All inquiries for information about the Company or its affiliates and communications with the Company or its affiliates shall be made through Broker. Neither you nor any of your Representatives will contact any third party with whom the Company or any of its subsidiaries

has a business or other relationship (including, without limitation, any director, officer, employee or stockholder of the Company or any of its subsidiaries) or any competitor of the Company or any of its subsidiaries or in connection with a Potential Transaction without the Company's or Broker's prior written consent.

**6 No Other Obligations**

Each party hereto agrees that neither party will be under any legal obligation of any kind whatsoever with respect to a Potential Transaction (or any part of it) by virtue of this agreement, except for the matters specifically agreed to herein.

**7 No Modification**

No provision in this agreement can be waived, modified or amended, except by written consent signed by the parties hereto, which consent shall specifically refer to the provision to be waived, modified or amended and shall explicitly make such waiver, modification or amendment; provided that no consent shall be required for the Company or Broker to assign any or all of their rights and delegate any or all of its obligations hereunder to the Company or Broker or one or more of their subsidiaries.

**8 No Waiver of Rights**

It is understood and agreed that no failure or delay by the Company or Broker 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 other right, power or privilege hereunder.

**9 Entire Agreement; Prior Agreements**

This agreement contains the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, understandings, arrangements and discussions between the parties regarding such subject matter.

**10 Remedies**

You agree and acknowledge that irreparable damage could occur to the Company or Broker and their respective affiliates and Representatives in the event of any disclosure of any Evaluation Material in breach of this agreement and that money damages would not be a sufficient remedy for any breach of any provision of this agreement. Accordingly, the Company, Broker and their respective affiliates and Representatives shall be entitled to seek in any Chosen Court (defined below) the remedies of specific performance, injunctive relief or other equitable remedies, in addition to any other remedy to which the Company, Broker and their respective affiliates and Representatives may be entitled, at law or in equity.

**11 Term**

Except as set forth in paragraph 7 herein, these provisions shall expire two (2) years from the date hereof.

**12 Severability**

If at any time subsequent to the date hereof, any provision of this agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this agreement.

**13 Successors**

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**14 Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed in and to be performed in that State. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of New York located in New York County and of the United States of America located in the Southern District of New York (the "**Chosen Courts**"), and irrevocably and unconditionally waive any objection that they may now or hereafter have to the laying of venue in the Chosen Courts for any actions, suits or proceedings arising out of or relating to this agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts, and each party hereto further agrees that service of any process, summons, notice or document by U.S. registered mail to the address of such party set forth herein shall be effective service of process for any action, suit or proceeding brought against such party in any such court).

**15 Counterparts**

This agreement may be signed by facsimile or electronic delivery in .pdf format and may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

**Platinum Owner TX LLC**  
30 Hudson Yards  
New York, New York 10001

Please confirm your agreement with the foregoing by having a duly authorized officer of your organization sign and return one copy of this letter to the undersigned, whereupon this agreement shall become a binding agreement among you and the Company.

Very truly yours,

**Platinum Owner TX LLC**

By: \_\_\_\_\_  
Name:  
Title: Authorized Signatory

Accepted and agreed  
as of the date first written above:

**[ PLEASE CONFIRM THE APPROPRIATE ENTITY ]**

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

<b>Property</b>	<b>SF</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
IAC Building 1	102,450	601 Westport Parkway	Grapevine	TX	76051
IAC Building 2	356,530	615 Westport Parkway	Grapevine	TX	76051