

CONFIDENTIALITY AGREEMENT FOR SIGNATURE BY PROSPECTIVE INVESTOR/PURCHASER

Cushman & Wakefield of Dallas, LLC
("Cushman & Wakefield")
2021 McKinney Ave, Suite 900
Dallas, TX 75201

February 2023

Attention: C&W Industrial Advisory Group - Dallas

RETURN VIA:

E-mail: robby.rieke@cushwake.com;
yolanda.boyd@cushwake.com ;
taylor.starnes@cushwake.com

RE: Austin Fulfillment Center (the "Property")

This will serve to confirm our understanding and agreement concerning certain material, data and information (herein "Evaluation Material") which you will make available to us in connection with a possible purchase by us of the Property. The term "Evaluation Material" does not include information that (a) is already in our possession (other than information previously furnished to us by you or your agents), provided that such information is not known by us to be subject to another agreement or obligation of confidentiality, (b) is or becomes generally available to the public other than as a result of a disclosure by us or our agents, representatives, consultants, members, partners, officers, advisors, legal counsel, potential lenders, affiliates, or employees (collectively "Representatives"), (c) becomes available to us on a non-confidential basis from a source other than you or your agents or advisors, provided that such source is not known by us to be bound by an agreement or other obligation of confidentiality, or (d) was or is hereafter developed by us or on our behalf without violating any of the confidentiality provisions hereunder. You are prepared to furnish us with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to you. Therefore, as a prerequisite to your furnishing to us the Evaluation Material, we hereby represent and agree as follows:

1. The Evaluation Material furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker or agent for any other person. Therefore, we agree to keep all Evaluation Material confidential; provided however, that any of such Evaluation Material may be disclosed to our Representatives who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such Representatives, by their receipt of the Evaluation Material, shall be deemed to understand the confidential nature of the Evaluation Material and the terms of this agreement, and therefore we will be responsible for any breach of this agreement by any of our Representatives.
2. Although you have endeavored to include in the Evaluation Material information which you believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither the owner ("Owner") of the Property nor Cushman & Wakefield make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material except as set forth in a definitive agreement. We agree that the Owner and Cushman & Wakefield shall not have any liability to us as a result of our use of the Evaluation Material except as set forth in a definitive agreement and it is understood that we are expected to perform such due diligence investigations and inspections of the Property as we deem necessary or desirable and as permitted by agreement with the Owner of the Property.
3. If we or any of our Representatives are required by applicable law, regulatory, legal or administrative process, or any other order or mandate of a court or other governmental authority, to disclose all or any portion of the Evaluation Material, the party being requested to make the disclosure will notify, to the extent possible and permitted, you of such process, order, or mandate. In the absence of a protective order, we and our Representatives will disclose only such Evaluation Material as is required by such process, order, or mandate.
4. We also represent that no broker or agent represents us or will represent us in any possible transactions involving the Property unless we disclose it in writing to Cushman & Wakefield prior to the receipt of the Evaluation Material and that we fully agree to compensate our broker or agent. Neither Cushman & Wakefield nor the Owner is responsible for any compensation to be paid to our broker or agent.
5. The execution of this agreement and the delivery and receipt of any Evaluation Material will not constitute an offer, implied or otherwise, to enter into or to negotiate a definitive agreement with respect to the Property, and until such an agreement is executed by the parties, no legally binding agreement related to the Property, other than this agreement,

will exist between the parties.

6. We hereby acknowledge that a breach of this agreement will result in extraordinary and irreparable damage to Owner and that, consequently, monetary damages would not be a sufficient remedy. In addition to all other remedies that may be available to Owner at law or in equity, Owner will be entitled to seek specific performance and any injunctive or other equitable relief (without the necessity of posting any bond or other surety) as a remedy for any such breach.

7. The laws of the State of Texas will govern and construe this Agreement (without regard to its laws relating to choice-of-law). Each party hereby irrevocably submit generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court or any United States federal court sitting in County where the Property is located in State of Texas over any suit, action or proceeding arising out of or relating to this agreement. The prevailing party in any litigation arising out of or in connection with this agreement will be entitled to recover its legal fees and costs of suit in addition to any award of monetary damages or equitable relief.

POTENTIAL INVESTOR:

Authorized Signature

Date: _____

Print Name: _____

Title: _____

E-mail address:

Company: _____

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

CLIENT OR OTHER REQUESTED RECIPIENT:

Print Name: _____

Title: _____

Phone: _____

Email: _____

CLIENT OR OTHER REQUESTED RECIPIENT:

Print Name: _____

Title: _____

Phone: _____

Email: _____