



1756 & 1766 Lacassie Avenue and 245 & 255 Ygnacio Valley Road, Walnut Creek, CA

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("**Agreement**"), dated as of _____, 2026, is executed and delivered by the undersigned prospective purchaser ("Prospective Purchaser") and the undersigned prospective purchaser's broker ("**Purchaser's Broker**") for the benefit of 1756 Lacassie LLC, 1766 Lacassie LLC, 255 Ygnacio Valley LLC, 245 YVR LLC ("**Owner**") and Colliers ("**Colliers**") in connection with the proposed sale of the property located at 1756 & 1766 Lacassie Avenue and 245 & 255 Ygnacio Valley Road, Walnut Creek, CA (the "Property"). Prospective Purchaser and Purchaser's Broker have advised Owner and Colliers that they wish to obtain information with respect to the potential transaction involving the Property (the "**Transaction**").

Owner has available for review certain data, documents, files, records and other information concerning the Property in any form or medium and whether verbal, written, electronic, or any other form and whether prepared by Owner, Colliers or third parties (collectively "**Property Materials**"); provided, however, the term Property Materials shall not include (i) information which at the time of disclosure or thereafter is generally available to the public (other than as a result of a disclosure directly or indirectly by Prospective Purchaser or its Related Parties), or (ii) was or is in Prospective Purchaser's or Purchaser's Broker's possession prior to the disclosure thereof at the time of disclosure by Owner or Colliers. Neither Owner nor Colliers will make such Property Materials available to the Purchaser's Broker or the Prospective Purchaser unless and until the Purchaser's Broker and the Prospective Purchaser have executed this Agreement and thereby agreed to be bound by its terms. Upon Owner's and Colliers' receipt of this Agreement, executed by the Purchaser's Broker and the Prospective Purchaser, Owner and Colliers may deliver or make available to Purchaser's Broker and the Prospective Purchaser copies of the Property Materials by access to an electronic data room subject to the following conditions:

1. All Property Materials relating to the Property which may be furnished to the Purchaser's Broker and the Prospective Purchaser by Colliers or Owner shall continue to be the property of the Owner. The Property Materials will be used by the Purchaser's Broker solely for the purpose of presenting the same to the Prospective Purchaser and evaluating the merits of a potential Transaction. The Property Materials must be returned to Colliers and/or Owner, or duplicate paper copies destroyed or digital copies deleted, immediately upon either Colliers or Owner's request or when the Prospective Purchaser declines to make an offer for the Property or terminates any discussion or negotiation with respect to the Property.

2. Neither Purchaser's Broker nor the Prospective Purchaser will make any Property Materials available to or disclose any of the contents thereof with any other person other than Colliers or Owner unless Owner has approved in writing such disclosure or discussion; provided, however, that the Property Materials may be disclosed by Prospective Purchaser or its Purchaser's Broker to the Prospective Purchaser's employees, legal counsel and institutional lenders and potential equity investors in connection with the Transaction ("**Related Parties**") who, in the Prospective Purchaser's reasonable judgment, need to know such information for the purpose of evaluating the potential purchase of the Property. For purposes of this paragraph, the term "Property Materials" shall also include any data, test results, studies, reports, analysis, or other information developed by Prospective Purchaser or Purchaser's Broker at any time regarding the physical condition of the Property and/or the improvements thereon. Related Parties shall be informed by the Purchaser's Broker or Prospective Purchaser of the confidential nature of the Property Materials and Related Parties must agree to keep all Property Materials strictly confidential in accordance with this Agreement. Purchaser's Broker and Prospective Purchaser shall be responsible for any violation of this provision by any Related Party. Notwithstanding the foregoing, Prospective Purchaser may disclose any of the Property Materials and the reports, studies, documents and other matters generated by it as required by law or court order (provided prompt prior written notice of such disclosure shall be provided to Owner). If Prospective Purchaser or its Related Parties are requested, required or become legally



compelled pursuant to law, rule, regulation or legal process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Property Materials, Prospective Purchaser shall, to the extent legally permissible, provide Owner with prompt notice of such requirement so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement (and Prospective Purchaser shall reasonably cooperate with Owner, at Owner's expense, in Owner's efforts to obtain a protective order and nor shall its Related Parties oppose the same). If so requested, required or compelled, Prospective Purchaser or such Related Parties agrees to disclose only that portion of the Property Materials which it is advised by its counsel is legally required and to exercise commercially reasonable efforts to obtain reasonable assurance that confidential treatment will be accorded such Property Materials.

3. Neither Purchaser's Broker nor Prospective Purchaser shall disclose to any party (other than Related Parties) that any discussions or negotiations are taking place regarding the Transaction or disclose any of the terms or conditions related to the Transaction unless Owner has approved in writing of such disclosure or discussion. Related Parties shall be informed by the Purchaser's Broker and Prospective Purchaser of the confidential nature of this information and must agree to keep all such information strictly confidential in accordance with this Agreement. Purchaser's Broker and Prospective Purchaser shall be responsible for any violation of this provision by any Related Party.

4. Owner has retained Colliers as its exclusive listing agent for the Property. Purchaser's Broker understands that a separate written cooperating broker agreement between Colliers and Purchaser's Broker stating the terms and conditions of Purchaser's Broker's compensation will be required at the time that a definitive agreement is executed between Owner and Prospective Purchaser.

5. The Purchaser's Broker represents and covenants that it is and at the time of the consummation of any sale of the Property to Prospective Purchaser will be a duly licensed real estate broker under the laws of California.

6. Purchaser's Broker and Prospective Purchaser understand and acknowledge that the Property Materials are being provided to Prospective Purchaser and Purchaser's Broker without any representation or warranty, express or implied, as to the accuracy or completeness thereof and Owner and Colliers assume no liability related to Purchaser's Broker or Prospective Purchaser's use of the Property Materials. The Property Materials have not been independently verified by Colliers or Owner and neither Colliers or Owner have guaranteed the completeness or accuracy of the Property Materials. Prospective Purchaser and Purchaser's Broker agree that neither Colliers nor the Owner shall have any liability for any reason to the Purchaser's Broker or the Prospective Purchaser or Related Parties resulting from the use of or reliance upon the Property Materials by Prospective Purchaser, Purchaser's Broker or the Related Parties.

7. Prospective Purchaser and Purchaser's Broker hereby indemnify and hold harmless Colliers and the Owner and their affiliates, successors and permitted assigns, and their respective officers, directors, employees and partners, against and from any loss, liability, claims, damages, costs or expenses including attorney's fees arising out of any (a) breach of any of the terms of this Agreement by Purchaser's Broker, the Prospective Purchaser or any Related Party and (b) claim or claims by any other cooperating salesperson or broker of Purchaser's Broker, or any finder retained by Purchaser's Broker or cooperating salesperson or broker of Purchaser's Broker, or other party retained by contract with Purchaser's Broker or such cooperating salesperson or broker, if such claim or claims are based in whole or in part on dealings with the Purchaser's Broker, the Prospective Purchaser, any Related Party or any of their representatives for commissions, fees, and other compensation of any kind whatsoever for the sale or proposed sale, or any other transaction involving, the Property.

8. Prospective Purchaser and Purchaser's Broker acknowledge that Owner has the right at any time prior to the execution of any definitive agreement by Owner and Prospective Purchaser for the purchase and sale of the Property to withdraw the Property from the market, change the offering price, reject any offer because of the terms



thereof, discontinue discussions with Prospective Purchaser due to a lack of satisfactory credit references or for any other reason whatsoever, without notice. Prospective Purchaser and Purchaser's Broker acknowledge that the Property is being offered without regard to race, creed, sex, religion, national origin or any other protected class under local, state and federal law.

9. The terms of this Agreement shall continue for a period of four (4) years from the date of mutual execution.

10. Prospective Purchaser and Purchaser's Broker acknowledge and agree that the Owner is under no legal obligation of any kind whatsoever to consummate any Transaction by virtue of this Agreement. Owner reserves the right, in its sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to the purchase of the Property at any time. If the Transaction goes forward, any confidentiality provisions of any applicable definitive transaction documents, including, without limitation, any purchase and sale agreement or other definitive documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement, unless otherwise expressly set forth in the transaction documents. In the event a confidentiality provision is not included in said transaction documents, this Agreement shall continue in full force and effect. In the event of any conflict between this Agreement and any transaction document, the transaction document shall control.

11. This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of California (without giving effect to its choice of law principles). The parties agree that all suits or actions of any kind brought to interpret or enforce the terms of, or otherwise arising out of or relating to, this Agreement shall be filed and litigated solely in the state or federal courts in Contra Costa County, California. Each party hereby consents to the personal and subject matter jurisdiction of said courts.

12. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. The terms and conditions hereof may not be changed or modified except by written agreement and signed by all parties.

13. This Agreement may be executed in separate counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one agreement. Any signed counterpart of this Agreement that is executed and delivered by electronic means shall be deemed to have the same effect as an original.

14. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

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

Please return an original signed copy of this Agreement to Colliers, email brian.clack@colliers.com or eric.erickson@colliers.com. Any questions, call Brian Clack at (415) 407-7998 or Eric Erickson at (925) 279-5580.

[The remainder of this page intentionally left blank.]



IN WITNESS WHEREOF, Prospective Purchaser and Purchaser's Broker have executed this Agreement as of the date set forth above.

Purchaser's Broker:

ACCEPTED AND AGREED TO BY:

By: _____

Name Printed: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Prospective Purchaser:

ACCEPTED AND AGREED TO BY:

By: _____

Name Printed: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Email: _____