

NONDISCLOSURE AGREEMENT

(88 Bluxome Street, San Francisco, CA 94107)

This Nondisclosure Agreement (this “**Agreement**”) is entered into by _____ (“**Recipient**”) as of _____, to protect the confidentiality of certain Confidential Information to be disclosed by ARE-San Francisco No. 53, LLC, a Delaware limited liability company, and/or its affiliates (collectively, “**Owner**”) to Recipient solely for use in evaluating a potential real estate transaction between the parties relating to that certain real property located at 88 Bluxome Street, San Francisco, CA 94107 (such property, the “**Property**”, and such use, the “**Permitted Use**”).

1. For the purposes of this Agreement, “**Confidential Information**” shall mean any information or materials provided to Recipient by Owner or on Owner’s behalf, including without limitation: information or materials concerning or including trade secrets, inventions, ideas, processes, know-how, developments, business activities or plans, budgets, operations plans, floor plans and construction drawings, customized construction and design features, fixtures, equipment, building systems, laboratory and office systems, forms of leases and related documentation, names of actual tenants, partners, vendors, suppliers, and distributors, marketing strategies and materials, business methods, analytical methods and tools, operations, agreements, proposals, personnel or other information about Owner or its present or future interests in the Property that is not generally known or available to the public. For the avoidance of doubt, any information disclosed to Recipient by or on behalf of Owner relating to the existence and content of services, development, or construction contracts, tenant lease information, tax bills, rent rolls, operating or development plans, loan information, and the offering memorandum relating to the Property shall be deemed the Confidential Information of Owner and shall be subject to the terms of this Agreement whether disclosed prior to or after the date of this Agreement.

2. Recipient agrees that it will hold the Confidential Information in strict confidence using at least the same degree of care Recipient uses to protect its own confidential information of a similar nature, but not less than a reasonable degree of care. Except for the Permitted Use, Recipient shall not use the Confidential Information for any other purpose, whether for Recipient’s own benefit or the benefit of any third party. Recipient shall not contact any current occupant, lessee, vendor, or lender of the Property, including any current tenant, except with the express written consent of Owner. Recipient shall only disclose Confidential Information to its employees or advisors, partners, consultants, accountants, legal counsel or other representatives having a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein. Recipient shall not otherwise disclose to any third party that discussions or negotiations are taking place concerning the potential sale of the Property or any terms relating thereto, except with the express written consent of Owner. Without limiting its other obligations under this Agreement, Recipient shall not, and shall ensure that its personnel (including its employees, advisors, partners, consultants, accountants, legal counsel, or other representatives), suppliers, licensors, and vendors shall not, use any Confidential Information, to develop or train any large language, machine learning, artificial intelligence, or other models, or otherwise develop, improve, operate, support, or provide products or services to any third party, or for its own benefit.

3. Recipient shall not have any confidentiality or nondisclosure obligations under this Agreement with respect to a specific portion of the Confidential Information if Recipient demonstrates with competent evidence that such Confidential Information is or becomes generally available to the public other than as a result of disclosure by Recipient (or any person or entity to whom Recipient discloses Confidential Information) in violation of this Agreement or any agreement. In addition, Recipient may disclose certain Confidential Information, without violating this Agreement, to the extent such disclosure is necessary for compliance with a valid order of a court or other governmental body having jurisdiction, provided that Recipient gives reasonable prior notice to Owner of such required disclosure and makes a reasonable effort to obtain, or assist Owner in obtaining, a protective order preventing or limiting the disclosure and/or requiring the Confidential Information disclosed may be used only for the purposes for which the order was issued. Recipient’s obligations under this Agreement shall continue to apply to any Confidential Information disclosed to a governmental body, notwithstanding such disclosure.

4. Recipient agrees not to copy, reproduce or modify the Confidential Information or any portion thereof. Recipient shall be liable for any breach of the obligations in this Agreement by any employee or representative of Recipient or by any other person or entity to whom Recipient or its representative(s) discloses the Confidential Information. Recipient shall immediately notify Owner in the event of any loss or unauthorized use or disclosure of any Confidential Information.

5. Recipient acknowledges and agrees that it is a principal or acquisition advisor and not an agent of, or acting on behalf of, any other party in connection with the potential acquisition of the Property, and agrees Owner will provide no commissions, finder’s fees, or other compensation in connection with the acquisition of the Property. Recipient acknowledges and agrees that Recipient shall indemnify, defend, and hold Owner and its broker harmless from and against all commissions, finder’s fees, or any other compensation resulting from its acts or omissions or those of any of its affiliates, representatives, advisors, or lenders.

6. This Agreement does not obligate Owner to disclose any Confidential Information or to complete any transaction with Recipient. Owner shall at all times continue to have sole and exclusive ownership of the Confidential Information. The Confidential Information is provided by Owner "AS IS" and for use by Recipient for informational purposes only and at Recipient's own risk. OWNER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO ANY INFORMATION PROVIDED UNDER THIS AGREEMENT INCLUDING, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

7. Recipient agrees to indemnify, defend, and hold Owner and its affiliates and each of their respective employees, directors, agents, and representatives harmless from any and all claims, liabilities, damages, losses, costs, and expenses (including attorneys' fees) incurred as a result of the use or disclosure of Confidential Information by Recipient or any other person or entity to whom Recipient has disclosed Confidential Information other than as expressly permitted under this Agreement.

8. Upon written request of Owner, Recipient shall promptly return to Owner or destroy (and provide certification of such destruction) all such Confidential Information and all documents, notes and other tangible materials representing the Confidential Information without retaining any copy thereof or extract therefrom.

9. Recipient's obligations under this Agreement shall survive the termination of the discussions or dealings between the parties related to the Permitted Use and shall be binding upon Recipient's heirs, successors and assigns.

10. Recipient hereby agrees that breach of this Agreement will cause Owner irreparable damage for which recovery of damages would be inadequate, and that Owner shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

11. This Agreement is governed by the laws of the State of California. It constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all prior representations or agreements, written or oral. This Agreement can be modified or waived only in a writing signed by a duly authorized officer of Owner.

12. Notices to Owner for all purposes shall be sent to the address set forth in this Section and to Recipient as set forth below. Either party may change its address at any time by specifying such change to the other party in writing. Notices to Owner shall be directed to: 26 North Euclid Avenue, Pasadena, California 91101; Attention: Corporate Secretary.

13. This Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature process complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any executed copy so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

Recipient acknowledges that Recipient has read, understands and agrees to be bound by the terms of this Agreement.

RECIPIENT:

Company Name: _____

Address: _____

Signature: _____

Printed Name: _____

E-Mail Address: _____

Title: _____

Phone Number: _____

Date: _____

Fax Number: _____

Please return this form to sylvia.anderson@cbre.com