

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by [\_\_\_\_\_, a \_\_\_\_\_], as Reviewer (the "**Reviewer**"), with an address at [\_\_\_\_\_, Attention: \_\_\_\_\_, E-mail: \_\_\_\_\_] for the benefit of TREA BRIDGEPOINTE PARKWAY, LLC (the "**Company**"), a Delaware limited liability company, having an address at c/o Nuveen Real Estate, 4675 MacArthur Court, Suite 1100, Newport Beach, CA 92660, Attention: Erik Halvorsen, E-mail: erik.halvorsen@nuveen.com.

### RECITALS

The Company has agreed to permit the Reviewer to review certain proprietary information pertaining to the real estate identified in **Schedule A** annexed hereto (collectively, the "**Asset**") for the sole purpose (the "**Purpose**") of determining its interest in purchasing the Asset or a direct or indirect interest therein (the "**Transaction**"). The Company has required the Reviewer to execute and deliver this Agreement as a condition to any right to review and inspect the information and Reviewer agrees that the information may be used for no other purpose other than the Purpose.

In connection therewith, the Company has agreed to permit the Reviewer to review and inspect certain non-public documents, files and other information relating to the Asset and/or the Transaction, which information (the "**Evaluation Material**") may include, but is not limited to, economic, commercial, marketing and financial information that is confidential and/or proprietary in nature. Evaluation Material includes all information regarding the Asset and/or the Transaction disclosed by or on behalf of the Company to Reviewer and any analyses, compilations and studies of such disclosed information prepared by or on behalf of the Reviewer that contain or otherwise reflect such disclosed information, other than information that (i) at the time of disclosure or thereafter is available to the public other than as a result of a breach of this Agreement; (ii) is already in Reviewer's possession or becomes available to Reviewer on a non-confidential basis from a source other than Company, provided that, to Reviewer's knowledge, such source is not bound by an obligation of confidentiality to Company; (iii) has been independently developed by Reviewer without violation of this Agreement; or (iv) has been released from confidential treatment by written consent of Company. The Evaluation Material shall also include (a) the fact that the parties are considering the Transaction, (b) any discussion, negotiations and investigations regarding the terms, conditions or other facts with respect to the Transaction, including the status thereof and the existence and terms of this Agreement, and (c) the fact that Evaluation Material has been made available to Reviewer.

In consideration of being granted the opportunity to review and inspect the Evaluation Material, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Reviewer agrees as follows:

### AGREEMENT

**Section 1. Purpose.** The Reviewer agrees that its review, inspection and use of the Evaluation Material shall be solely for the Purpose, and that Reviewer is not acting as an agent, representative or broker of any undisclosed party.

**Section 2. Non-Disclosure and Use of Evaluation Material.**

(a) The Reviewer agrees not to disclose any of the Evaluation Material to any third party other than its Representatives (as defined below), without the prior written consent of the Company.

(b) Any of the Evaluation Material that is required to be disclosed by law or by regulatory or judicial process may be disclosed without the Reviewer being in breach of its obligations under this Agreement. The Reviewer will provide the Company written notice at the address provided above (to the extent not prohibited by law) so as to enable the Company, at its sole expense, to take action to seek a protective order or other appropriate remedy to ensure confidential treatment of the Evaluation Material. The Reviewer agrees to furnish only that portion of the Evaluation Material as is legally required and agrees to cooperate with the Company on a reasonable basis in the Company's efforts to obtain a protective order.

(c) Notwithstanding the foregoing, Reviewer may disclose the Evaluation Material to its directors, officers, employees, agents, attorneys and affiliates (including, without limitation, attorneys, accountants, consultants and financial advisors) (collectively, "**Representatives**") who need to know such information for the Purpose, it being agreed that Reviewer shall make each such Representative aware of the confidential nature of the Evaluation Material and shall require each such Representative to treat such Evaluation Material confidentially in accordance with this Agreement. For the avoidance of doubt, unless expressly approved by the Company in writing, Representatives shall not include financing or capital sources of any kind, whether debt, equity or otherwise.

**Section 3. Review of Evaluation Material.** The Evaluation Material will be made available for review by Reviewer and its Representatives at a location and time and in a manner determined by the Company.

**Section 4. Return or Destruction of Evaluation Material.** Upon the earlier of (i) the Company's written demand to the Reviewer and (ii) termination of this Agreement, the Reviewer agrees to promptly return or destroy and certify to its destruction all Evaluation Material and all handwritten summaries, notes or self-generated computer records of any items of Evaluation Material previously delivered to Reviewer or provided by the Reviewer to any Representative. Notwithstanding the foregoing, the Reviewer may retain one copy of the Evaluation Material if required by law, regulation or mandated by bona fide corporate policy, and will continue to treat the Evaluation Material in accordance with the terms of this Agreement. Furthermore, with regard to Evaluation Material in electronic form which is difficult to extract, Reviewer may retain such Evaluation Material in accordance with a bona fide, pre-existing internal document retention or disaster recovery policy applied in the usual and ordinary course of business and shall continue to treat such Evaluation Material in accordance with the terms of this Agreement. All of the Reviewer's obligations hereunder and all of the Company's rights and remedies hereunder with respect to any retained Evaluation Material shall survive termination of this Agreement.

**Section 5. Reliance on Third Party Reports and Other Evaluation Material.**

(a) The Reviewer acknowledges and agrees that the Company makes no warranties or representations, whether express or implied, in fact or in law, with respect to the content, accuracy or completeness of financial statements, documents pertaining to the real property and improvements constituting the Asset and/or any of the Evaluation Material, unless expressly set forth in a separate, written purchase and sale agreement executed between the Company and the Reviewer in connection with the Transaction (herein called a "**Purchase and Sale Agreement**"). Such Evaluation Material is provided for informational purposes only and the Reviewer shall not have the right to rely upon, and hereby expressly agrees not to rely upon, any reports or any other Evaluation Material and shall have no recourse against the Company or its affiliates, subsidiaries, shareholders, partners, members, officers, directors, trustees, employees, agents, advisors, counsel or other representatives, including without limitation, the preparers of such reports or other Evaluation Material, in the event of any errors therein or omissions therefrom or for

any other reason, unless otherwise agreed to by the parties hereto in a Purchase and Sale Agreement. Only those representations and warranties that may be made by the Company in a Purchase and Sale Agreement shall have any legal effect.

(b) The Reviewer's decision to purchase or not purchase the Asset is and will be based on the Reviewer's independent evaluation of the Asset and the Evaluation Material. The Reviewer is experienced in evaluating, owning and holding commercial real estate in the nature of the Asset. The Reviewer is familiar with the risks associated with commercial real estate transactions.

(c) The Company agrees not to claim any conflict of interest solely by reason of any engineering or environmental firms whose work is part of the Evaluation Material, discussing its report with the Reviewer or the Reviewer utilizing any such firm in its investigation of the Asset or the Transaction, as the case may be, provided that the Reviewer shall be solely responsible for any associated costs and expenses. If the Reviewer utilizes any such firm, the Reviewer acknowledges and agrees that it has selected such firm on the basis of independent information and has not relied upon or received any recommendation from the Company and that such firm and the Reviewer shall be responsible for determining the appropriate level or inquiry and scope of services to be provided to the Reviewer, and such firm shall conduct such services independently of the services conducted for the Company. Although such firm may utilize records it utilized on behalf of the Company, the Reviewer and such firm shall be solely responsible for determining the need to update or further research such records, without reliance on the Company. Upon written request of the Company, the Reviewer shall cause such firm to provide the Company with a copy of any engineering or environmental report regarding such services it performs for the Reviewer at the same time it is provided to the Reviewer; provided, however, the Company agrees that any such engineering or environmental report shall not be distributed to any third party by the Company during the period that the Reviewer is evaluating the Evaluation Material.

**Section 6. Property Inspection.** The Reviewer agrees that without written consent from the Company, the Reviewer will not seek to gain access to any non-public areas of the Asset, or to any books and records of the Asset other than those made available by the Company. The Reviewer agrees not to communicate with any tenant, property manager, engineer or other person having rights and/or responsibilities with respect to the Asset or any of the Evaluation Material without the prior written consent of the Company, unless such communication is in the ordinary course of the Reviewer's business and does not in any way relate to or involve the Company, the Asset or any of the Evaluation Material.

**Section 7. Termination.** Notwithstanding anything to the contrary set forth herein, this Agreement shall remain in full force and effect until the earlier of (a) twelve (12) months from the date hereof, or (b) the sale, if any, of the Asset to the Reviewer or the Reviewer's permitted affiliate or subsidiary pursuant to a Purchase and Sale Agreement in which case this Agreement shall be attached as an exhibit to the Purchase and Sale Agreement.

**Section 8. Remedies.** The Reviewer acknowledges that the covenants contained in this Agreement are fundamental for the protection of the legitimate business and proprietary interests of the Company and its subsidiaries and/or affiliates and that in the event of a violation by the Reviewer or its Representatives of any such covenants, remedies at law would be inadequate. In the event of any violation or attempted violation of this Agreement, the Company and its subsidiaries and/or affiliates shall be entitled to specific performance and injunctive relief or other equitable remedy without any showing of irreparable harm or damage, and the Reviewer hereby waives, and shall direct its Representatives to waive, any requirement for the securing or posting of any bond or other security in connection with any such remedy. Such remedies shall not be deemed to be the exclusive remedies for any breach of this Agreement, but will be in addition to all other remedies available at law or in equity to the Company or any of its subsidiaries and/or affiliates

in the event the Reviewer or any of its Representatives fails in any respect to comply with its obligations under this Agreement, the Reviewer shall be liable to the Company for such breach, and the Company shall be entitled to exercise any right, power or remedy available to the Company at law or in equity for such breach. Such remedies may include, without limitation, the right to sue for specific performance, injunctive or other equitable relief and/or damages. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof. The parties agree that in the event of litigation relating to this Agreement, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to reimbursement of its reasonable costs and expenses (including attorneys' fees) incurred in connection with such litigation.

**Section 9. Applicable Law.** This Agreement is governed by and will be construed in accordance with the laws of the State of New York without giving effect to its conflict of laws principles, other than Section 5-1401 of the New York General Obligations law.

**Section 10. Notices.** All notices and other communications required or permitted under this Agreement (“**Notices**”) must be in writing and must be sent by electronic mail addressed to the appropriate party at its e-mail address indicated above. The Reviewer or the Company each may change from time to time the e-mail address to which Notices must be sent by Notice given in accordance with this Section. All Notices given in accordance with this Section will be deemed to have been received on the date delivered by electronic mail. Notices given by counsel to a party in accordance with the above shall be deemed given by such party.

**Section 11. Unenforceable Provisions.** If any provision of this Agreement is found to be illegal or unenforceable or would operate to invalidate this Agreement, then the provision will be deemed to be expunged, and this Agreement will be construed as though the provision was not contained herein and the remainder of this Agreement will remain in full force and effect.

**Section 12. Entire Agreement.** Any agreements between the parties relating to the matters described herein are contained in this Agreement, which contains the complete and exclusive statement of the agreements between the Company and Reviewer, except as the Company and Reviewer may later agree in writing to amend this Agreement.

**Section 13. No Oral Amendment.** This Agreement may not be amended, waived or terminated orally or by any act or omission made individually by the Company or Reviewer but may be amended, waived or terminated only by a written document signed by the party against whom enforcement of the amendment, waiver or termination is sought.

**Section 14. No Discussion.** Reviewer shall not discuss bid pricing for the Asset with any other party, other than its Representatives, or reveal to any party, other than its Representatives, the amount of the Reviewer's bid for the Asset.

**Section 15. E-mail or PDF Signatures.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement with the same effect as if the parties had signed the same signature page. Counterparts may be delivered via electronic mail that includes a pdf signature or an electronic signature complying with the U.S. federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et seq., (ESIGN Act of 2000) (e.g., via or other similar electronic signature transmission and confirmation method). Any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. None of the Parties executing this Agreement shall raise the use of electronic methods as a means of signing this Agreement or the use of e-mail as a means of delivering a

signature to this Agreement or any amendment hereto as a defense to the formation or enforceability of a contract, and each such Party hereby forever waives any such defense.

**Section 16. Successors and Assigns.** This Agreement shall not be assignable by either party without the consent of the other party; provided, however, that the Company may assign this Agreement to its current or future affiliates without the Reviewer's consent. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the successors and permitted assigns of each party to this Agreement.

**Section 17. Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT OR ACTION RELATED HERETO

**[SIGNATURE PAGE FOLLOWS; REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, a duly authorized representative of the Reviewer has executed this Agreement as of the date set forth above.

**Accepted and Agreed to this date:** {{\*Dte\_es :signer1:date}}

**INTERESTED PARTY:**

{{\*Cmpy\_es :signer1:company}}

**Company**

{{\*address\_es :signer1.....}}

**Address**

{{\*Sig\_es :signer1:signature}}

**Signature**

{{\*address2\_es :signer1.....}}

**City, State, Zip Code**

{{\*{{Name1\_es :fullname}}

**Name**

{{\*Em\_es :signer1:email.....}}

**Email**

{{\*Ttl\_es :signer1:title}}

**Title**

{{\*Mobile\_es :signer1:phone.....}}

**Telephone**