

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

Whereas, in order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the Santa Clara Valley Transportation Authority ("VTA") have entered into a Non-Disclosure Agreement ("NDA") dated August 7, 2017, attached hereto as Exhibit A;

Whereas, the NDA contains provisions regarding how information the disclosing party ("Discloser") considers confidential ("Confidential Information") should be treated and handled by the recipient ("Recipient") once it has been received;

Whereas, in paragraph 3 of the NDA, Google and VTA (collectively, "Parties") are permitted to share Confidential Information with their employees, directors, agents, public agency representative, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential;

Whereas, the Recipient signing below is an employee, director, agent, public agency representative, or third party contractor who needs to have access to Confidential Information in order for the Parties to advance the Purpose;

Now therefore, in exchange for receiving access to Confidential Information, Recipient acknowledges and agrees to the following:

1. Recipient has read and understands the NDA;
2. Recipient has a duty to protect Confidential Information disclosed to him or her by either Party if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should have reasonably understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any other similar designation is used;
3. Recipient may use Confidential Information only for the Purpose;
4. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
5. Recipient must not disclose Confidential Information to anyone other than those individuals who are qualified to receive Confidential Information under the terms of the NDA, and who have agreed in writing to keep information confidential
6. Recipient acknowledges that he or she may be held personally liable for the disclosure of Confidential Information in contravention to this Agreement or the NDA.
7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient

Dated:

Signature

Print Name

EXHIBIT A

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11. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Santa Clara County, California.

DS

Google Inc.

DocuSigned by:

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara valley Transportation Authority
(full company or individual name)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

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Recipient

Dated:

Signature

Print Name



6 augustus 2017

M.C. Versteegden

Arcadis Netherlands

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Google Inc.

DocuSigned by:

(AN)

Deanna Papedis

Signature:

Print Name:

Deanna Papedis

Title: Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date: 8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual name)

Nuria Fernandez

Signature:

Print Name:

Nuria Fernandez

Title: General Manager/CEO

Address: 3331 North First Street

San Jose, California 95134

Date: 8/7/2017

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Recipient

Dated:

Signature

Print Name

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DS

Google Inc.

DocuSigned by:

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

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Recipient

Dated:

9/6/17

Signature

Print Name

Stephen Trueman

EXHIBIT A

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DocuSigned by:

(W)

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title: Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date: 8/7/2017

Party 1: Santa Clara valley Transportation Authority
(full company or provider name)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title: General Manager/CEO

Address: 3331 North First Street

San Jose, California 95134

Date: 8/7/2017

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Recipient Ron Goleman
Signature Ron Goleman
Print Name

Dated: 8/25/17

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AN

Signature:

Deanna Papedis

Print Name:

Deanna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date: 8/7/2017

Party 1: Santa Clara Valley Transportation Authority
(full company or individual name)

Signature:

Maria Fernandez

Print Name:

Maria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

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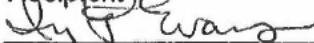
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Recipient



Signature

Inez P. Evans

Print Name

Dated:

8/25/17

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3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents, public agency representatives, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential.
4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the Discloser, unless a court orders that the other party not be given notice.
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11. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Santa Clara County, California.

DS

Google Inc.

DocuSigned by:

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual) signed by:

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

Whereas, in order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the Santa Clara Valley Transportation Authority ("VTA") have entered into a Non-Disclosure Agreement ("NDA") dated August 7, 2017, attached hereto as Exhibit A;

Whereas, the NDA contains provisions regarding how information the disclosing party ("Discloser") considers confidential ("Confidential Information") should be treated and handled by the recipient ("Recipient") once it has been received;

Whereas, in paragraph 3 of the NDA, Google and VTA (collectively, "Parties") are permitted to share Confidential Information with their employees, directors, agents, public agency representative, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential;

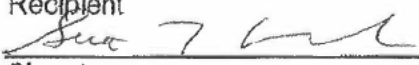
Whereas, the Recipient signing below is an employee, director, agent, public agency representative, or third party contractor who needs to have access to Confidential Information in order for the Parties to advance the Purpose;

Now therefore, in exchange for receiving access to Confidential Information, Recipient acknowledges and agrees to the following:

1. Recipient has read and understands the NDA;
2. Recipient has a duty to protect Confidential Information disclosed to him or her by either Party if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should have reasonably understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any other similar designation is used;
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6. Recipient acknowledges that he or she may be held personally liable for the disclosure of Confidential Information in contravention to this Agreement or the NDA.
7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient

Dated: 8/25/2017


Signature

Scott Haywood
Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

In order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates, and the other parties identified below hereby agree:

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DS

Google Inc.

DocuSigned by:

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual represented by:

Signature:

Maria Fernandez

Print Name:

MURIA FERNANDEZ

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

Whereas, in order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the Santa Clara Valley Transportation Authority ("VTA") have entered into a Non-Disclosure Agreement ("NDA") dated August 7, 2017, attached hereto as Exhibit A;

Whereas, the NDA contains provisions regarding how information the disclosing party ("Discloser") considers confidential ("Confidential Information") should be treated and handled by the recipient ("Recipient") once it has been received;

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Whereas, the Recipient signing below is an employee, director, agent, public agency representative, or third party contractor who needs to have access to Confidential Information in order for the Parties to advance the Purpose;

Now therefore, in exchange for receiving access to Confidential Information, Recipient acknowledges and agrees to the following:

1. Recipient has read and understands the NDA;
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6. Recipient acknowledges that he or she may be held personally liable for the disclosure of Confidential Information in contravention to this Agreement or the NDA.
7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient

Dated:

8-23-17

Signature

CHRIS ALLENSTEIN

Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

In order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates, and the other parties identified below hereby agree:

1. This agreement is effective as of _____, or if left blank, the earliest of the signature dates below.
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DS

Google Inc.

DocuSigned by:

Signature:

Deanna Papedis

Print Name:

Deanna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address:

1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority
(full company or firm name)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

Whereas, in order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the Santa Clara Valley Transportation Authority ("VTA") have entered into a Non-Disclosure Agreement ("NDA") dated August 7, 2017, attached hereto as Exhibit A;

Whereas, the NDA contains provisions regarding how information the disclosing party ("Discloser") considers confidential ("Confidential Information") should be treated and handled by the recipient ("Recipient") once it has been received;

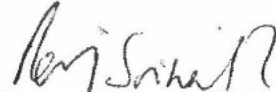
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7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient



Dated:

August 25, 2017

Signature

RAJ SRINATH

Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

In order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates, and the other parties identified below hereby agree:

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DS

Google Inc.

DocuSigned by:

Signature:

Deanna Papedis

Print Name:

Deanna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual)

DocuSigned by:

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

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Recipient

Dated: 8-25-2017

Signature

Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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DS

Google Inc.

DocuSigned by:

Signature:

Diana Papedis

Print Name:

Diana Papedis

Title:

Sr Manager, Legal, Contract Ops

Address:

1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual name)

Signature:

Maria Fernandez

Print Name:

Maria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

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PURSUANT TO NON-DISCLOSURE AGREEMENT**

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Recipient

Dated:

9/8/17

Signature

Brandi Childress

Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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DS

Google Inc.

DocuSigned by:

Signature:

Deanna Papedis

Print Name:

DEANNA PAPEDIS

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual name)

Signature:

Maria Fernandez

Print Name:

MARIA FERNANDEZ

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

Whereas, in order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the Santa Clara Valley Transportation Authority ("VTA") have entered into a Non-Disclosure Agreement ("NDA") dated August 7, 2017, attached hereto as Exhibit A;

Whereas, the NDA contains provisions regarding how information the disclosing party ("Discloser") considers confidential ("Confidential Information") should be treated and handled by the recipient ("Recipient") once it has been received;

Whereas, in paragraph 3 of the NDA, Google and VTA (collectively, "Parties") are permitted to share Confidential Information with their employees, directors, agents, public agency representative, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential;

Whereas, the Recipient signing below is an employee, director, agent, public agency representative, or third party contractor who needs to have access to Confidential Information in order for the Parties to advance the Purpose;

Now therefore, in exchange for receiving access to Confidential Information, Recipient acknowledges and agrees to the following:

1. Recipient has read and understands the NDA;
2. Recipient has a duty to protect Confidential Information disclosed to him or her by either Party if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should have reasonably understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any other similar designation is used;
3. Recipient may use Confidential Information only for the Purpose;
4. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
5. Recipient must not disclose Confidential Information to anyone other than those individuals who are qualified to receive Confidential Information under the terms of the NDA, and who have agreed in writing to keep information confidential
6. Recipient acknowledges that he or she may be held personally liable for the disclosure of Confidential Information in contravention to this Agreement or the NDA.
7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient



Dated:

Oct 23, 2017

Signature

KRISHNA DNEY

Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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11. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Santa Clara County, California.

DS

Google Inc.

DocuSigned by:

Signature:

Denna Papedis

Print Name:

Denna Papedis

Title: Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date: 8/7/2017

Party 1: Santa Clara Valley Transportation Authority
(full company or individual name)

Signature:

Maria Fernandez

Print Name:

Maria Fernandez

Title: General Manager/CEO

Address: 3331 North First Street

San Jose, California 95134

Date: 8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

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7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient

Dated:

10/20/17

Signature

Rosmarie Gonzalez

Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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DS

Google Inc.

DocuSigned by:

Signature:

Deanna Papedis

Print Name:

Deanna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address:

1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual) DocuSigned by:

Signature:

Maria Fernandez

Print Name:

Maria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

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Recipient

Dated:

10/20/17

Signature

Kevin Kurimoto

Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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DS

Google Inc.

DocuSigned by:

(A)

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title: Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date: 8/7/2017

Party 1: Santa Clara Valley Transportation Authority
(full company or individual name)

DocuSigned by:

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title: General Manager/CEO

Address: 3331 North First Street

San Jose, California 95134

Date: 8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
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7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient

Dated: 10.20.17

Signature

DERN'S RATCLIFFE

Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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DS

Google Inc.

DocuSigned by:

(1/1)

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara valley Transportation Authority
(for company or individual represented by:

Signature:

Mia Fernandez

Print Name:

Mia Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

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PURSUANT TO NON-DISCLOSURE AGREEMENT**

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Recipient

Dated: 10/30/17

Signature

Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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DS

Google Inc.

DocuSigned by:

(A)

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority
(full company or individual name)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

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Recipient

Dated: 11/27/17

Signature

Print Name

DENNIS KEARNEY

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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DS

Google Inc.

DocuSigned by:

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual name)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT

Whereas, in order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the Santa Clara Valley Transportation Authority ("VTA") have entered into a Non-Disclosure Agreement ("NDA") dated August 7, 2017, attached hereto as Exhibit A;

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Recipient

Dated: AUGUST 28, 2017

Signature

Print Name

JAMES B. UNITES

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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Google Inc.

DocuSigned by:

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority
(full company or person disclosed by)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

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PURSUANT TO NON-DISCLOSURE AGREEMENT**

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Recipient

Dated:

8/10/17

Signature

Erin Sheelen

Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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DS

Google Inc.

DocuSigned by:

/s/

Signature:

Deanna Papedis

Print Name:

Deanna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual name)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

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Recipient

Dated:

Signature

Print Name

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NON-DISCLOSURE AGREEMENT

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DS

Google Inc.

DocuSigned by:

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority
(full company or previously disclosed)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

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PURSUANT TO NON-DISCLOSURE AGREEMENT**

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Recipient

Adriano Rothschild

Signature

ADRIANO ROTHSCHILD

Print Name

Dated: 8/14/2017

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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DocuSigned by:

(A)

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority
(full company or individual)

DocuSigned by:

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

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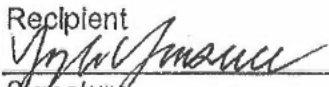
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Recipient

Dated: 8/9/17


Signature

Tyia Treasure
Print Name

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DocuSigned by:

Signature:

Deanna Papedis

Print Name:

Deanna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date: 8/7/2017

Party 1: Santa Clara Valley Transportation Authority
(full company or known by name)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

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Date:

8/7/2017

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**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

Whereas, in order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the Santa Clara Valley Transportation Authority ("VTA") have entered into a Non-Disclosure Agreement ("NDA") dated August 7, 2017, attached hereto as Exhibit A;

Whereas, the NDA contains provisions regarding how information the disclosing party ("Discloser") considers confidential ("Confidential Information") should be treated and handled by the recipient ("Recipient") once it has been received;

Whereas, in paragraph 3 of the NDA, Google and VTA (collectively, "Parties") are permitted to share Confidential Information with their employees, directors, agents, public agency representative, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential;

Whereas, the Recipient signing below is an employee, director, agent, public agency representative, or third party contractor who needs to have access to Confidential Information in order for the Parties to advance the Purpose;

Now therefore, in exchange for receiving access to Confidential Information, Recipient acknowledges and agrees to the following:

1. Recipient has read and understands the NDA;
2. Recipient has a duty to protect Confidential Information disclosed to him or her by either Party if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should have reasonably understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any other similar designation is used;
3. Recipient may use Confidential Information only for the Purpose;
4. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
5. Recipient must not disclose Confidential Information to anyone other than those individuals who are qualified to receive Confidential Information under the terms of the NDA, and who have agreed in writing to keep information confidential
6. Recipient acknowledges that he or she may be held personally liable for the disclosure of Confidential Information in contravention to this Agreement or the NDA.
7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient

Signature

Print Name

Dated:

08/08/17

EXHIBIT A

NON-DISCLOSURE AGREEMENT

In order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates, and the other parties identified below hereby agree:

1. This agreement is effective as of _____, or if left blank, the earliest of the signature dates below.
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4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the Discloser, unless a court orders that the other party not be given notice.
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9. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by any party without the prior written consent of the other parties.
10. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.
11. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Santa Clara County, California.

DS

Google Inc.

DocuSigned by:

(A)

Signature:

Deanna Papedis

Print Name:

Deanna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date: 8/7/2017

Party 1: Santa Clara Valley Transportation Authority
(full company or individual name)

DocuSigned by:

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date: 8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

Whereas, in order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the Santa Clara Valley Transportation Authority ("VTA") have entered into a Non-Disclosure Agreement ("NDA") dated August 7, 2017, attached hereto as Exhibit A;

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7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient

Erica Roebuck

Signature

ERICA ROEBUCK

Print Name

Dated: 08/08/17

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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DS

Google Inc.

DocuSigned by:

(A)

Signature:

Deanna Papedis

Print Name:

Deanna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual name)

DocuSigned by:

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

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Recipient

Dated:

8/8/2017

Signature

Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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DS

Google Inc.

DocuSigned by:

(AA)

Deanna Papedis

Signature:

Deanna Papedis

Print Name:

Title: Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date: 8/7/2017

Party 1: Santa Clara Valley Transportation Authority
(full company or individual name)

DocuSigned by:

Nuria Fernandez

Signature:

Print Name: Nuria Fernandez

Title: General Manager/CEO

Address: 3331 North First Street

San Jose, California 95134

Date: 8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

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Recipient

Dated: 11/27/2017

Signature

Print Name

Gretchen Balsa

EXHIBIT A

NON-DISCLOSURE AGREEMENT

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DS

Google Inc.

DocuSigned by:

(1/1)

Signature:

Deanna Papedis

Print Name:

Deanna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

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(full company or individual name)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

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San Jose, California 95134

Date:

8/7/2017