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:

- Recipient has read and understands the NDA;
- 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:
- Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
- 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
- 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.
- 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 Daniel Josephen 6, 2017

Signature Daniel Josephen

Print Name

EXHIBIT A NON-DISCLOSURE AGREEMENT

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OS (W)	Google Inc. Deduna Papedis Signature:	Party 1: Santa Clara Valley Transportation Authority (NA Company or MANNELLE MANNELL
	Print Name:	Print Name: Null'18 Per Mandez
	Title: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO
	Address: 1600 Amphitheatre Parkway	Address: 3331 North First Street
	Mountain View, California 94043	San Jose, California 95134
425	Date: 8/7/2017	Date: 8/7/2017

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Signature

Dated: 6 augustus 101;

Signature

Print Name

Occardes Notherlands

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Google Inc. Docusigned by: (AN) Deluna Paper	rdis	Party 1: Santa Clara Valley Transportation (full company or Mario Bernshaped by: Muria Furnandes	Authority
Signature: Dearing Pape	edis	Signature: Null 12 Per Mandez	
	gal, Contract Ops	Title: General Manager/CEO	9
Address: 1600 Amphitheatre	Parkway	Address: 3331 North First Street	
Mountain View, Califor	ornia 94043	San Jose, California 95134	
Date: 8/7/2017		Date: 8/7/2017	

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Recipient Dated: SEptember 6th, 20,7
Signature 2.T DEULING.

Print Name

NON-DISCLOSURE AGREEMENT

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Google Inc. Delinia Papidis Signature: Delinia Papidis	Party 1: Santa Clara Valley Transportation Authority (full company or prosvoller Histories by: Munia Firmandly Signature:
Print Name: Deanna Papedis	Print Name: Null 1 as Feet Handez
Title: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO
Address: 1600 Amphitheatre Parkway	Address: 3331 North First Street
Mountain View, California 94043	San Jose, California 95134
Date: 8/7/2017	Date: 8/7/2017
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Recipient	Dated: 9/6/17	
Signature Stophin Trumen Print Name		

NON-DISCLOSURE AGREEMENT

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Google Inc. Delluna Papedis Signature:	Party 1: Santa Clara Valley Transportation Authority (Wild company of Mario 1884) 1984 by: Nuna Firmander Signature:
Print Name: DeAnita Papedis Title: 5r Manager, Legal, Contract Ops	Print Name: Null 1854 Per Mandez Title: General Manager/CEO
Address: 1600 Amphitheatre Parkway	3331 North First Street
Mountain View, California 94043 8/7/2017 Date:	San Jose, California 95134 Date: 8/7/2017

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Recipient Tun Molen	Dated: 8/25/17
Signature RON GOLEM	•
Print Name	-

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Title: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO
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Mountain View, California 94043	San Jose, California 95134
Date: 8/7/2017	Date: 8/7/2017
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Recipient Evans	Dated: 8/25/17
Signature	•
Inez P Evans	
Print Name	•

NON-DISCLOSURE AGREEMENT

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- 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.

Google Inc. Delina Papedis Signature: Delina Papedis	Party 1: Santa Clara Valley Transportation Authority (Mul company or May 100 Purantus Signature: NUTTE SPECIAL CLARA NUTTE SPECIAL C
Print Name:	Print Name:
Title: Sr Manager, Legal, Contract Ops	Tille: General Manager/CEO
Address: 1600 Amphitheatre Parkway	Address: 3331 North First Street
Mountain View, California 94043	San Jose, California 95134
Date: 8/7/2017	Date: 8/7/2017
and the second s	

Page 1 of 1

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;

- Recipient has read and understands the NDA;
- 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;
- Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
- 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
- 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	761	Dated: 8/25/2017	
Signature			
Scott	Harwood		
Print Name			

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.
- 2. A party (the "Discloser") may disclose to another party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"). A party will only have a duty to protect Confidential Information disclosed to it by the other 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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- 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.
- 6. A party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.
- 6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.
- 7. This agreement imposes no obligation to proceed with any business transaction.
- 8. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
- 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.
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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.

Google Inc. Doousigned by: (AN) Signature: Deliver Papelis	Party 1: Santa Clara Valley Transportation Authority (ful company or processing the state of the
Print Name: DeAnita Paped is	Print Name: Nu 11 2 12 12 12 12 12 12 12 12 12 12 12 1
Title: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO
Address: 1600 Amphilheatre Parkway	Address: 3331 North First Street
Mountain View, California 94043	San Jose, California 95134
Date: 8/7/2017	Date: 8/7/2017

Page 1 of 1

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;

- Recipient has read and understands the NDA;
 - 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.
 - 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
 - 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.
 - 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 SIM THE CHELS ALLOWN STEIN		
Print Name		

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.
----	-----------------------------------	--

- 2. A party (the "Discloser") may disclose to another party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"). A party will only have a duty to protect Confidential Information disclosed to it by the other 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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- 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 AN	Google Inc. Deduna Papedis Signature:	Party 1: Santa Clara Valley Transportation (full company of provides Halfaged by: Altria Firmandia Signature:	Authority
	Print Name: DeAnna Papedis	Print Name:	- 4
	Title: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO	
	Address: 1600 Amphitheatre Parkway	Address: 3331 North First Street	
	Mountain View, California 94043	San Jose, California 95134	
	Date: 8/7/2017	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;

- Recipient has read and understands the NDA;
- 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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- 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.
- 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 An Soul	Dated: August 25, 2017
Signature RAJ SRINATH	,
Print Name	

NON-DISCLOSURE AGREEMENT

- 1. This agreement is effective as of _____, or if left blank, the earliest of the signature dates below.
- 2. A party (the "Discloser") may disclose to another party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"). A party will only have a duty to protect Confidential Information disclosed to it by the other 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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- 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.

Google Inc. Doousigned by: Duluma Papulis Signature: Dean Fa ² Paped is Print Name: Title: Sr Manager, Legal, Contract Ops Address: 1600 Amphitheatre Parkway Mountain View, California 94043	Party 1: Santa Clara Valley Transportation Authority (vul company or normolographics) Signature: Print Name: Title: General Manager/CEO Address: San Jose, California 95134
Date:	Date: 8/7/2017

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:
- 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;
- Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
- 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
- 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.
- 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.

Recliptiont Dated: 8-75-2017
Signature Dated: 8-75-2017

Print Name

EXHIBIT A NON-DISCLOSURE AGREEMENT

- 1. This agreement is effective as of ______, or if left blank, the earliest of the signature dates below.
- 2. A party (the "Discloser") may disclose to another party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential information"). A party will only have a duty to protect Confidential Information disclosed to it by the other 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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- 7. This agreement imposes no obligation to proceed with any business transaction.
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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 waiter.
- 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.

Signature: Vultura Papulis Signature Print Name: Prin	Null'18 Periandez neral Manager/CEO 3331 North First Street San Jose, California 95134
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AGREEMENT TO KEEP INFORMATION CONFIDENTIAL PURSUANT TO NON-DISCLOSURE AGREEMENT

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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;

- 1. Recipient has read and understands the NDA;
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Recipient	Dated: 9/8/17
Signature Childress	
Print Name	

NON-DISCLOSURE AGREEMENT

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DS (AN)	Google Inc. Docusioned by: Signature: Dewnifa Papedis Print Name:	Party 1: Santa Clara Valley Transportation Authority (ful company of party 95 Print Name: Null 185 Fer Mandez Print Name:
	Title: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO
	Address: 1600 Amphitheatre Parkway	Address: 3331 North First Street
	Mountain View, California 94043	San Jose, California 95134
	Date: 8/7/2017	Date: 8/7/2017
		·

Page I of 1	Itiparty CommMutual Rev 112707
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AGREEMENT TO KEEP INFORMATION CONFIDENTIAL PURSUANT TO NON-DISCLOSURE AGREEMENT

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Recipient Cullum	 Oct 23, 2017	
Signature KUIHHA DHEY		
Drint Nama		

NON-DISCLOSURE AGREEMENT

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DS Coordé Iva	Party 1. Santa Clara Valley Transportation Authority
Google Inc. Deluna Papedis	(will company or provide separation by: Mina Furnandy
Signature:	Signature: Null 1 as Persiandez
Print Name: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO
Address: 1600 Amphitheatre Parkway	Address: 3331 North First Street
Mountain View, California 94043	San Jose, California 95134
Date: 8/7/2017	Date: 8/7/2017

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:

- 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;
- Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
- 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
- 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.
- 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.

Signature
ROSIMAVIE GONZAUZ

Dated: 10/20/17

Print Name

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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Signature: Deliver faped is Print Name: Dearwig Paped is Title: Sr Manager, Legal, Contract Ops Address: 1600 Amphitheatre Parkway Mountain View, California 94043	Party 1: Santa Clara Valley Transportation Authority (full company or navaderH&Neged by: Numa Firmander Print Name: Title: General Manager/CEO Address: San Jose, California 95.1.34
Date: 8/7/2017	Date: 8/7/2017

Page 1 of 1

AGREEMENT TO KEEP INFORMATION CONFIDENTIAL PURSUANT TO NON-DISCLOSURE AGREEMENT

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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.
- 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

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.

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 of thete	Dated: 10/20/17
Signature Kevin Kuriansto	
Print Name	

NON-DISCLOSURE AGREEMENT

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Google Inc. Pulnua Papedis Signature: Deanita Papedis Print Name:	Party 1: Santa Clara Valley Transportation Authority (Null Company of Provide Parks Harved by: Number of Parks Appendix Parks
Tille: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO
Address: 1600 Amphitheatre Parkway	Address: 3331 North First Street
Mountain View, California 94043	San Jose, California 95134
Date: 8/7/2017	Date: 8/7/2017

AGREEMENT TO KEEP INFORMATION CONFIDENTIAL PURSUANT TO NON-DISCLOSURE AGREEMENT

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Recipient DII	Dated: 10 · 20 · /4	
Signature 1		
DENN'S PATCLIFFE Print Name	•	

NON-DISCLOSURE AGREEMENT

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DS	Google Inc.	Party 1. Santa Clara Valley Transportation A	uthority
(M)	Deduna Papedis	Minia Furnander	
	Signature:	Signature:	*
	Print Name: Deanna Papeurs Title: Sr Manager, Legal, Contract Ops	Print Name: Title: General Manager/CEO	
	Address: 1600 Amphitheatre Parkway	3331 North First Street Address:	
	Mountain View. California 94043	San Jose, California 95134	
F+2	Date: 8/7/2017	Date: 8/7/2017	

AGREEMENT TO KEEP INFORMATION CONFIDENTIAL PURSUANT TO NON-DISCLOSURE AGREEMENT

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Recipient hawsm	Dated: 10/30/17
Signature LAWSON	
Print Name	

NON-DISCLOSURE AGREEMENT

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Ds	Google Inc. Docusigned by:	Party 1: Santa Clara Valley Transportation Authority
	Signature: Delluna Papelis Delluna Papelis	Signature: Miria Furnandus
	Print Name: Sr Manager, Legal, Contract Ops	Print Name: Title: General Manager/CEO
	Address: 1600 Amphitheatre Parkway	Address:San Jose, California 95134
* 1	Mountain View, California 94043 Date: 8/7/2017	Date: 8/7/2017

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	/ /	,
Recipient	Dated: //27//7	
Signature	•	
DENNIS KEARNEY		,
Drint Nama	,	

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DS (AN)	Google Inc. Deduna Papedis	Party 1: Santa Clara Valley Transportation Authority (Wilcompany or new Observation) Munia Furnandun Signature:
	Print Name: DeAnfild Papedis Title: Sr Manager, Legal, Contract Ops	Print Name: Title: General Manager/CEO
,	Address: 1600 Amphitheatre Parkway Mountain View, California 94043	Address: 3331 North First Street San Jose, California 95134
包		Date: 8/7/2017

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Recipient 1.1	Dated: AUGUST 28, 2017
Signature	
JAMES B. UNITES Print Name	

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 (A)	Signature: Deanifar Paped is	Party 1: Santa Clara Valley Transportation Authority (Juli Company or Mario Ref Hary aby: Signature: NUM FUMANDER Print Name:
	Title: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO
	Address: 1600 Amphitheatre Parkway	3331 North First Street
	Mountain View, California 94043	San Jose, California 95134
	Date: 8/7/2017	Date: 8/7/2017

Page 1 of 1

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;

- Recipient has read and understands the NDA;
- 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;
- Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
- 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
- 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.
- 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: 8/10/17	
Signature Shoolen	=	
Print Name		

NON-DISCLOSURE AGREEMENT

- 1. This agreement is effective as of _____, or if left blank, the earliest of the signature dates below.
- 2. A party (the "Discloser") may disclose to another party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"). A party will only have a duty to protect Confidential Information disclosed to it by the other 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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- 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.
- A party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.
- 6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.
- 7. This agreement imposes no obligation to proceed with any business transaction.
- No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
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AN	Signature: Dellura Papedis
	Print Name: Dewnia Papedis
	Title: Sr Manager, Legal, Contract Ops
	Address: 1600 Amphitheatre Parkway
	Mountain View, California 94043
	8/7/2017

	Santa Clara Valley Transportation Transportation Nuria Fernander	Authority
Signature	Nu Was Per Wandez	
Title: Ger	neral Manager/CEO	
Address:	3331 North First Street	
	San Jose, California 95134	
Date: 8/7	/2017	

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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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;

- 1. Recipient has read and understands the NDA;
- 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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- 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 Annual	Dated:	8/18/17	
Signature			
Print Name			

NON-DISCLOSURE AGREEMENT

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

AN	Google Inc. Decusigned by:
140	Signature: Delluna Papedis
	Print Name: DeAnira Papedis
	Title: Sr Manager, Legal, Contract Ops
	Address: 1600 Amphitheatre Parkway
	Mountain View, California 94043
	Date: 8/7/2017

01	anta Clara Valley Transportation ANNO FUMANDUS Munia Fumandus	Authority
	Nutras rentandez	
Title: Gene	ral Manager/CEO 31 North First Street	
S	an Jose, California 95134	
Date: 8/7/2	017	

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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- 1. Recipient has read and understands the NDA;
- 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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- 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 Rollschuld	Dated: 3/14/2017.	
Signature ADRIANO ROTHSCHILD		1
Print Name		

NON-DISCLOSURE AGREEMENT

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— DS	Google Inc. Docusigned by:
(AN)	Signature: Delluna Papedis Delluna Papedis
	Print Name: Sr Manager, Legal, Contract Ops
	Address: 1600 Amphitheatre Parkway
	Mountain View, California 94043 8/7/2017

	anta Clara Valley Transportation 150108984888989 by: Munia Fernandez	Authority
Signature:	Nu भरे विक्शितिndez	
Title: Gene	ral Manager/CEO 331 North First Street	
Address: 3.	331 North First Street	
S	an Jose, California 95134	
Date: 8/7/2	2017	

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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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;

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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 Jusus	Dated: 8/9/17	
John Janouce		*
Aghatura Tyla Traasure		•
Print Name		

NON-DISCLOSURE AGREEMENT

- 1. This agreement is effective as of ______, or if left blank, the earliest of the signature dates below.
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Google Inc. Docusigned by: Delluna Papelis Signature: Delluna Papelis Print Name:	Party 1: Santa Clara Valley Transportation Authority (volcompany or navious Hawayed by: Munia Furnandus Print Name:
Title: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO
Address: 1600 Amphitheatre Parkway	Address: 3331 North First Street
Mountain View, California 94043	San Jose, California 95134
Date: 8/7/2017	Date: 8/7/2017

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 Oll Calosso	Dated:	08	08	117		
Signature Sill Globox		žī.			×	

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:

- _, or if left blank, the earliest of the signature dates below. 1. This agreement is effective as of
- 2. A party (the "Discloser") may disclose to another party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"). A party will only have a duty to protect Confidential Information disclosed to it by the other 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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Signature: Delana Papedis Print Name: Delana Papedis	Party 1: Santa Clara Valley Transportation Authority (full company or practice of the full
Tille: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO
Address: 1600 Amphitheatre Parkway	Address: 3331 North First Street
Mountain View, California 94043	San Jose, California 95134
Date: 8/7/2017	Date: 8/7/2017

AGREEMENT TO KEEP INFORMATION CONFIDENTIAL PURSUANT TO NON-DISCLOSURE AGREEMENT

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Recipient Rocks	Dated: 06/06/17
Signature EXLCA ROEUCS	
Print Name	

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. DoouSigned by:
AN	Signature: Delluna Papedis
	Print Name: DeAnita Paped is
	Title: Sr Manager, Legal, Contract Ops
	Address: 1600 Amphitheatre Parkway
	Mountain View, California 94043

Meria 1	ara valley Transportation Funanduz	Authority
Signature: Numara	er Mandez	
Title: General Mana	ager/CEO	
Address: 3331 Nort	h First Street	
	, California 95134	
Date: 8/7/2017		

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;

- Recipient has read and understands the NDA;
- 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;
- Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
- 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
- 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.
- 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.

of else has declined to consult with an attorney after having had an opportunit	y to do
Recipient Dated: 8/8/2017	
- 1900 A NEW ANNOY	
Signature	
Levila Hedaya TU	
Drint Nome	

NON-DISCLOSURE AGREEMENT

- This agreement is effective as of ______, or if left blank, the earliest of the signature dates below.
- 2. A party (the "Discloser") may disclose to another party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"). A party will only have a duty to protect Confidential Information disclosed to it by the other 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. 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.
- 5. A party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.
- 6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.
- 7. This agreement imposes no obligation to proceed with any business transaction.
- No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
- 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.

Google Inc. Docusigned by: De Alana Page dis	Party 1: Santa Clara Valley Transportation Authority
Signature: Velluna Papedis Print Name: Dearing Papedis	Signature: Numa Furnandus Print Name: Numa Furnandus
Title: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO
Address: 1600 Amphitheatre Parkway	Address: 3331 North First Street
Mountain View, California 94043	San Jose, California 95134
Date: 8/7/2017	Date: 8/7/2017

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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:

Recipient has read and understands the NDA;

Print Name

- 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;
- 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.
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- 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:	11/27	12017	
Signature Cretohen Baisa		1		

NON-DISCLOSURE AGREEMENT

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Google Inc. Deluna fapedis Signature: Deluna fapedis Print Name:	Party 1: Santa Clara Valley Transportation Authorit (Noticompany or Market Market By: Muria Furnanty Print Name: Null 1254 Per Wandez	
Tille: Sr Manager, Legal, Contract Ops	Title: General Manager/CEO	
Address: 1600 Amphitheatre Parkway	Address: 3331 North First Street	
Mountain View, California 94043	San Jose, California 95134	
Date: 8/7/2017	Date: 8/7/2017	