

CONFIDENTIALITY AGREEMENT

_____, (“Buyer”), acknowledges that **Welnick Marketplace, LLC, et al** and/or its affiliates (collectively, “Owner”), has or may deliver or make available to Buyer, certain confidential and proprietary information, including but not limited to, rent rolls, financial statements, cash flow statements, income and expense statements, audit statements, financial projections, title, survey, property reports and related information (the “Confidential Information”), all of which relate to certain property known locally as **The Welnick (341-345 W. Van Buren Street, Phoenix, AZ)** (the “Property”) in connection with a possible acquisition of the Property by Buyer. The term “Confidential Information” shall include any and all copies or notes concerning the information supplied by Owner which are made by Buyer or its Related Parties (as hereinafter defined). The term “Confidential Information” does not include information which: (i) was obtained from a party other than Owner, and is already in the possession of Buyer, provided that such information is not known by Buyer to be subject to another confidentiality agreement with or other obligation of secrecy to Owner, or (ii) becomes generally available to the public other than as a result of a disclosure by Buyer, or Buyer’s clients, directors, officers, employees, agents or advisors, or (iii) becomes available to Buyer on a non-confidential basis from a source other than Owner, or its directors, officers, employees, agents or advisors, provided that such source is not known by Buyer to be bound by a confidentiality agreement with or other obligation of secrecy to Owner. Buyer and Owner mutually desire to preserve the confidentiality and proprietary nature of the Confidential Information, subject to Buyer’s use as hereinafter provided.

Buyer acknowledges to Owner that Owner is furnishing Buyer the Confidential Information for the sole purpose of permitting Buyer to analyze the possible acquisition of the Property. Therefore, except as otherwise hereinafter provided, Buyer agrees not to use, disclose, make accessible, or permit to be disclosed to any other person, firm, or entity any Confidential Information which Owner delivers, makes available or discloses to Buyer. Notwithstanding the foregoing, Owner acknowledges and agrees that Buyer may disclose and provide copies of the Confidential Information to its clients, potential partners, joint venturers, lenders, consultants, engineers, auditors, attorneys and other advisors (collectively referred to as “Related Parties”), to the extent necessary to assist Buyer and its clients in evaluating a possible transaction; providing that all such Related Parties are first advised of the existence of this Agreement and their obligation to comply with the provisions hereof. In addition, the Confidential Information may be disclosed pursuant to a subpoena or order issued by a court of competent jurisdiction, provided, however, in the event that Buyer should receive a request to disclose any such information under such subpoena or order, Buyer shall use commercially reasonable efforts to: (a) promptly notify Owner thereof, (b) consult with Owner on the advisability of taking steps to resist or narrow such request, and (c) if disclosure is required or deemed advisable, cooperate with Owner in any attempt it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of such information.

Buyer acknowledges that Owner makes no representation as to the accuracy or completeness of the Confidential Information or that actual results will conform to any projections. Owner expressly disclaims any and all liability for representations or warranties, express or implied, contained in the Confidential Information or in any other written or oral communications transmitted or made available to Buyer by Owner. Only those representations or warranties which may be set forth in a future definitive agreement between the parties regarding the acquisition of the Property will have any legal effect.

The Confidential Information with respect to the Property shall remain the sole and exclusive property of Owner, and Buyer shall, upon the request of Owner, immediately return to Owner all Confidential

Information provided by Owner, including all Confidential Information in the possession of Related Parties.

Buyer acknowledges that it is aware, and will advise its Related Parties who are provided Confidential Information of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received in trust and in confidence (all Confidential Information shall be deemed received in trust and in confidence) material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

Buyer shall not disclose, except to Related Parties or except as may be required by law, any terms, conditions or other facts relating to negotiations that take place concerning the possible acquisition of the Property.

In the event of a breach or threatened breach of this Agreement, Owner shall be entitled to injunctive relief without proof of actual damages, in addition to any other remedies available at law or in equity.

Nothing herein, nor the provision of any Confidential Information, shall constitute an offer or an acceptance of an offer for the purchase or sale of any of the Properties and Owner expressly reserves the right, at its sole discretion, to reject any or all proposals or expressions of interests in the Property and Owner may elect to terminate discussions with any party at any time, with or without notice. A binding commitment or commitments shall occur only upon the execution and delivery of a written agreement of sale.

AGREED AND ACCEPTED, this _____ day of _____, 2024.

BUYER:

By: _____

Name: _____

Its: _____