

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is made as of this ___ day of September 2024 by and between Westmac 303 Property, LLC (together with its affiliates, collectively “**Owner**”) and [_____] (“**Recipient**”), based upon the following facts:

A. Recipient desires to obtain and analyze information with respect to that certain real property and improvements built thereon located at 16451 W. Glendale Avenue, Glendale, AZ 85340 commonly known as Latitude 303 Logistics (collectively, the “**Property**”). Such analysis requires the disclosure of confidential and proprietary information concerning the Property and the Owner of the Property. Such confidential, non-public and proprietary information is further defined in Paragraph 1.1 below (the “**Information**”).

B. Owner is willing to provide Recipient with the Information.

C. Recipient acknowledges that the Information is being released to it on a confidential basis.

Therefore, in consideration of the mutual covenants hereinafter contained, Owner and Recipient agree as follows:

1. CONFIDENTIAL INFORMATION.

1.1 All “Information” (hereinafter defined) provided before or after the date hereof by Owner or any of its representatives (hereinafter defined) to Recipient or its affiliates, agents, representatives (including attorneys, accountants and financial advisors), directors, officers or employees (collectively, “**representatives**”) with respect to the Property and/or the Owner, will be treated by Recipient and its representatives as confidential. “**Information**” shall include (a) all information relating to the Property, Owner and Owner’s affiliates in written, electronic, oral or other tangible or intangible forms which may include, but is not limited to, offering memoranda, property information, plans, drawings, property condition reports, title reports, surveys, permits, contracts, agreements, leases, financial models, investment data or information, valuations, appraisals, financial statements, tax returns, marketing materials, customer lists, tenant lists, partner lists, and other technical, financial, operations or business or property information and (b) all analyses, compilations, studies or other documents prepared by Recipient or its representatives containing or based in whole or in part on any such information furnished by Owner or its representatives. The term “Information” does not include information which is or becomes generally available to the public other than as a direct or indirect result of a disclosure by Recipient or its representatives.

1.2 Recipient shall:

1.2.1 hold the Information in confidence;

1.2.2 restrict disclosure of the Information solely to those of its representatives with a need to know, solely to analyze the Property in connection with an existing or potential transaction with respect to the Property (the “**Transaction**”) between Owner and/or

its affiliates and Recipient and/or its affiliates, and not disclose the Information to any other third persons;

1.2.3 be responsible for any breach of this Agreement by its representatives; and

1.2.4 use the Information only as needed in connection with evaluating or performing the Transaction.

1.3 Without the prior written consent of Owner, Recipient will not, and Recipient will direct its representatives who are given access to the Information not to, disclose to any person (other than a person authorized hereunder) the fact that the Information has been made available to Recipient, that discussions or negotiations among Owner and/or its affiliates and Recipient and/or its affiliates are taking place or any of the terms, conditions or other facts with respect to the Transaction, including the status thereof. Neither Recipient nor any of its representatives shall communicate with respect to the Property with the holder of any loan on the Property, any ground lessor of any portion of the Property, or any tenant or any manager or other person having rights or responsibilities with respect to the operations, occupancy, management and/or leasing of the Property, nor shall Recipient or any of its representatives make any public disclosure regarding the subject of this agreement or contact any governmental body or administrative agency for information relating to the Property. Recipient agrees that neither Recipient nor any of its representatives shall seek to gain access to any non-public areas of the Property or to any books or records of the Property other than as made available by Owner or with Owner's express consent.

2. OWNERSHIP AND RETURN OF INFORMATION.

2.1 All Information provided to Recipient or its representatives by Owner or its representatives is and at all times will remain the property of Owner, and immediately upon written request (with email being sufficient), Recipient will return all Information (and all copies thereof) received in tangible form to Owner. The obligations of this Agreement shall remain in full force and effect for all retained Information for a period of three (3) years after the date of this Agreement.

2.2 Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed by Owner or its representatives.

3. GENERAL PROVISIONS.

3.1 In the event that Recipient or its representatives are requested or become legally compelled (by court order, interrogatories, subpoenas for the production of documents, civil investigative demand or similar process) to disclose any of the Information, it is agreed that Recipient or its representatives, as the case may be, will provide Owner with prompt written notice (unless prohibited by law) of each such request so that Owner may seek a protective order or other appropriate remedy and or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Owner waives compliance with the provisions of this Agreement, Recipient agrees that it will furnish only that portion of the

Information which is legally required and Recipient will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to that portion of the Information which is being disclosed.

3.2 All provisions of this Agreement are intended to be interpreted and construed in a manner to make such provisions valid, legal and enforceable. The invalidity or unenforceability of any phrase or provision hereof shall in no way affect the validity or enforceability of any other portion of this Agreement, and such terms shall be deemed modified, restricted or omitted to the extent necessary to make the Agreement enforceable.

3.3 The terms, provisions and obligations contained in this Agreement shall survive the termination of Recipient's analysis of the Information.

3.4 Recipient understands and acknowledges that Owner does not make any representations or warranties as to the accuracy or completeness of the Information. Recipient agrees that Owner and its representatives shall not have any liability under this Agreement to Recipient or any of its representatives.

3.5 Recipient agrees to indemnify and hold Owner and its representatives harmless from any losses, damages, claims, lawsuits or regulatory proceedings, and from any costs and expenses, including reasonable attorneys' fees, incurred in connection therewith, arising from a breach of this Agreement by Recipient or its representatives.

3.6 This Agreement shall be governed and construed in accordance with the laws of the State of Delaware and shall benefit and be binding upon the parties hereto and their respective successors and assigns. In the event of any action, suit or proceeding to enforce or interpret the terms of this Agreement, if a court of competent jurisdiction makes a determination in a final, non-appealable order with respect to such litigation, then the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and expenses incurred in connection with such litigation, in addition to any other remedy it may have. THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

3.7 No failure or delay by Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The parties acknowledge that the breach or threatened breach of this Agreement may result in irreparable injury to Owner and that, in addition to its other remedies, Owner shall be entitled to injunctive relief to restrain any threatened or continued breach of this Agreement. Recipient hereby waives any requirement for the posting of a bond or other security in connection with the granting to Owner of such injunctive relief.

3.8 This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or email shall be as effective as delivery of a manually executed counterpart thereof.

3.9 Each party represents to the other that this Agreement has been duly authorized and executed by it or its duly authorized officers or agents and constitutes a valid, binding, and enforceable obligation of such party.

[Signature page follows]

Executed as of the date first above written.

OWNER:

RECIPIENT:

[_____]

By: _____

Name:

Title: