

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In consideration of the disclosure of confidential information, including the Offering Memorandum and due diligence materials (collectively any and all such information being referred to herein as “Confidential Materials”) regarding **North First Commons in San Jose, California** (the “Property”) to be made available by **Ocean West Capital Partners** and/or its affiliates, agents, advisors or consultants (all such persons and entities being collectively referred to herein as “Owner”) or Owner’s real estate broker, Cornish & Carey Commercial, a California corporation dba Newmark (“Broker”), to _____ (“Prospective Buyer,” which term shall include the real estate broker representing Prospective Buyer if the information for and signature of any such broker appears at the end of this document), Prospective Buyer is executing this Confidentiality and Non-Disclosure Agreement (this “Agreement”) for the benefit of Owner and Broker to confirm its agreement to all of the following terms and conditions:

The Confidential Materials do not purport to provide a completely accurate summary of the Property or any of the documents related thereto, nor do they purport to be all-inclusive or to contain all of the information which prospective investors may need or desire. All financial projections are based on assumptions relating to the general economy, competition, and other factors beyond the control of Owner, and therefore, are subject to material variation. The Confidential Materials do not constitute an indication that there has been no change in the business or affairs of the Property or Owner since the date of preparation of the Confidential Materials. Additional information and an opportunity to inspect the Property may be made available to interested and qualified prospective buyers. In any event, any and all additional information provided to Prospective Buyer in connection with the Property shall be deemed to be “Confidential Materials” and shall be subject to this Agreement.

Neither Owner, Broker, nor any of their respective officers, agents, advisors, representatives or principals has made, will make or will be deemed to have made any representations or warranties, express or implied, as to the accuracy, reliability, or completeness of the Confidential Materials or any of their contents, and no legal commitment or obligation shall arise by reason of the Confidential Materials or their contents, unless otherwise expressly stated in a definitive written agreement. Analysis and verification of the information contained in the Confidential Materials is solely the responsibility of Prospective Buyer.

Owner and Broker expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers to purchase the Property and/or terminate discussions with any person or entity at any time with or without notice, without any liability. Owner shall have no legal commitment or obligations to any entity reviewing the Confidential Materials or making an offer to purchase the Property unless and until a final and binding written agreement for the purchase of the Property has been fully executed, delivered, and approved in writing by Owner, following all necessary governmental approvals, and its legal counsel and any conditions to Owner’s obligations thereunder have been satisfied or waived in writing. This Agreement does not obligate Owner to deal exclusively with the Prospective Buyer to enter into a sale agreement, and Owner shall have the right, in its sole and absolute discretion, to negotiate the sale of the Property with one or more parties at any time.

The Confidential Materials are of a confidential nature and are being provided to Prospective Buyer solely in connection with the possible purchase by Prospective Buyer of the Property (the “Business Purpose”) and shall not be used for any other purpose. Prospective Buyer agrees that it will (i) hold and treat the Confidential Materials in the strictest confidence,

(ii) not photocopy or duplicate the Confidential Materials or any part thereof, and (iii) not disclose the Confidential Materials to any other person or entity without the prior written consent of Owner, except that Prospective Buyer may disclose such information to its directors, officers, employees, advisors, legal counsel and prospective lenders (collectively, "Representatives") who need to know such information solely in connection with the evaluation of the Property for the Business Purpose and provided that all such persons and entities shall be informed that such information is confidential and covered by this Agreement and Prospective Buyer causes the compliance of such parties with the terms of this Agreement and shall be responsible for the failure of any Representatives to comply with the terms and conditions of this Agreement.

Without the prior written consent of Owner, Prospective Buyer shall not, and shall direct its Representatives not to, disclose to any person the fact that Confidential Materials have been made available to Prospective Buyer or that Prospective Buyer has inspected any portion of the Confidential Materials. Without limiting the foregoing, Prospective Buyer agrees that it and its Representatives will not communicate with any occupant of the Property regarding the Property or its occupancy thereof or the Business Purpose or any related matter without the prior written consent of Owner.

It is understood and agreed that money damages may not be a sufficient remedy for any breach by Prospective Buyer of this Agreement and that Owner shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by Prospective Buyer of this Agreement but shall be in addition to all other remedies available at law or equity to Owner. It is further understood and agreed that no failure or delay by Owner in exercising any right, power or privilege hereunder shall operate as a waiver hereof, 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.

In the event Prospective Buyer is represented by a broker other than Newmark, Prospective Buyer will be responsible for any payment of any commission, fee or other compensation to be paid to such broker. Newmark shall not be expected or required to share any real estate commission if received from Owner with Prospective Buyer's broker.

This Agreement shall be governed by the law of the State of California. This Agreement is binding upon the successors, assigns and legal representatives of the parties, and protects Confidential Materials of any successors or assigns of Owner. Should any dispute or legal action or proceeding arise between the parties concerning any provision of this Agreement or the rights or duties of any entity or person in relation thereto, the party prevailing in any such dispute or legal action or proceeding shall be entitled, in addition to such other relief that may be granted, to recover reasonable and documented attorneys' fees and legal costs that are in connection with such dispute or legal action or proceeding, upon a final, non-appealable order from a court of competent jurisdiction.

This Agreement shall expire on the date that is the later to occur of one year after the date set forth below, or on the date that the Owner and Prospective Buyer enter into a purchase agreement for the Property, if any, whichever is earlier. Prospective Buyer's obligations under this Agreement shall survive the expiration of this Agreement for a period of two (2) years.

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

Notwithstanding anything to the contrary above, as used herein, the term "Confidential Materials" shall not include any information which is a matter of public record or is generally

available to the public. All information provided to Prospective Buyer, including without limitation any Confidential Materials, shall remain the property of Owner. At Owner's request, Prospective Buyer shall immediately return to Owner or immediately destroy, at Owner's option, all Confidential Materials.

Please signify Prospective Buyer's acceptance of this Agreement by returning an executed copy of this Agreement via email to Dylan Gruber at dylan.gruber@NMRK.com

ACCEPTED AND AGREED ON THIS ____ DAY OF _____ 2025.

Prospective Buyer:

Name: _____

By: _____

Print Name: _____

Date: _____

Email: _____

Phone No: _____

Address: _____

Prospective Buyer's Broker:

Name: _____

By: _____

Print Name: _____

Date: _____

Email: _____

Phone No: _____

Address: _____
