

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is dated as of April ____, 2024 (the “**Effective Date**”), by and between, _____, a _____, having a principal business address of _____, the (“**Interested Party**”), and ASB 989 MARKET, LLC, a Delaware limited liability company, (the “**Disclosing Party**”).

1. Evaluation Material, Representatives. The Interested Party is considering one or more possible transactions with the Disclosing Party (a “**Transaction**”) and, in order to assist the Interested Party in evaluating the Transaction, the Disclosing Party is prepared to make available to the Interested Party certain confidential, non-public or proprietary information in written, electronic and digital formats concerning the business, operations, assets and properties of the Disclosing Party (the “**Evaluation Material**”). As a condition to the Evaluation Material being furnished to the Interested Party and its agents, directors, officers, members, employees, partners, insurers, lenders, potential lenders, investors, potential investors advisors, attorneys, accountants, consultants, bankers and financial advisors (collectively, “**Representatives**”), the Interested Party agrees to treat the Evaluation Material in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth and to require its Representatives to do the same.

2. Excluded Information. The Evaluation Material shall not include information that (i) is or becomes publicly available other than as a result of acts by the Interested Party or its Representatives in breach of this Agreement, or (ii) is in the Interested Party’s or its Representatives’ possession prior to disclosure by the Disclosing Party or (iii) is independently derived by the Interested Party or its Representatives, or on their behalf without reference to the Evaluation Material or (iv) becomes available to the Interested Party or any of its Representatives from a source other than Disclosing Party, provided that such source is not to Interested Party’s or such Representative’s knowledge disclosing such information in violation of an obligation of confidentiality owed to the Disclosing Party with respect to such information.

3. Non-Disclosure of Evaluation Material. The Interested Party and its Representatives shall use the Evaluation Material solely for the purpose of evaluating a possible Transaction between the Disclosing Party and the Interested Party. The Interested Party and its Representatives shall keep the Evaluation Material confidential and shall not disclose any of the Evaluation Material in any manner whatsoever except as expressly permitted herein; provided, however, that (i) the Interested Party and its Representatives may make any disclosure of information contained in the Evaluation Material to which the Disclosing Party gives its prior written consent, and (ii) any information contained in the Evaluation Material may be disclosed to the Interested Party’s Representatives who need to know such information for the purpose of evaluating a possible Transaction with the Disclosing Party. Before providing access to any Evaluation Material to any of the Interested Party’s Representatives, the Interested Party shall inform such Representatives of the provisions of this Agreement and instruct them to comply with

such provisions. The Interested Party shall be responsible for any breach of this Agreement by any of its Representatives.

4. Non-Disclosure of Existence of Negotiations. Without the prior written consent of the Disclosing Party, or unless required by law, regulation or legal process, neither the Interested Party nor its Representatives shall disclose to any other person that it has received the Evaluation Material. Without the prior written consent of the Disclosing Party, neither the Interested Party nor its Representatives shall disclose to any person, including without limitation, any governmental agency or authority having jurisdiction over the property involved in the Transaction, (a) that discussions or negotiations are taking place between the parties concerning a possible Transaction and (b) any of the Evaluation Material.

5. Return of Evaluation Material. Promptly upon the written request of the Disclosing Party, the Interested Party and its Representatives will return or destroy all copies of the Evaluation Material to the Disclosing Party, and all notes, studies, reports, memoranda and other documents prepared by the Interested Party or its Representatives that contain or reflect the Evaluation Material shall be destroyed. Notwithstanding the foregoing, the Interested Party and its Representatives shall not be obligated to return any Evaluation Material to the extent that retention of such Evaluation Material is required by applicable law, regulation, rule or practice applicable to the Interested Party or its Representatives or any internal policy or procedure relating to the archiving or backup storage of electronic data and in no event shall the Interested Party or any of its Representatives be required to return any electronic information stored on any backup server or archival system.

6. Law, Regulation or Legal Process. In the event that the Interested Party or a Representative receives a request or is required to disclose all or any part of the Evaluation Material under the terms of a subpoena or other order issued by a court of competent jurisdiction or by another governmental agency, the Interested Party or its Representatives shall, to the extent legally permissible, (i) promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such a request; (ii) reasonably consult with the Disclosing Party on the advisability of taking steps to resist or narrow such request; (iii) if disclosure of such Evaluation Material is required, the Interested Party or its Representative shall furnish only such portion of the Evaluation Material as the Interested Party or its Representative is advised by the Interested Party's or its Representative's counsel is legally required to be disclosed; and (iv) reasonably cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Evaluation Material that is required to be disclosed.

7. Disclaimer of Warranty. The Disclosing Party has not made and makes no representation or warranty as to the accuracy or completeness of the Evaluation Material. The Interested Party agrees that neither the Disclosing Party nor its directors, officers, employees or affiliates shall have any liability to the Interested Party or any of its Representatives resulting from the Interested Party's or its Representative's use of the Evaluation Material.

8. Definitive Agreement. Unless and until a definitive written agreement between the Disclosing Party and the Interested Party with respect to a Transaction has been executed and delivered, neither the Disclosing Party nor the Interested Party nor its affiliates or Representatives will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this or any other written or oral expression by either of them or their Representatives except, in the case of this Agreement, for the matters specifically agreed to herein.

9. Remedies. The Interested Party acknowledges that in the event of any breach of this Agreement, the Disclosing Party could not be made whole by monetary damages. Accordingly, the Disclosing Party, in addition to any other remedy to which it may be entitled in law or in equity, shall be entitled to an injunction to prevent breaches of this Agreement, and to an order compelling specific performance of this Agreement. The Interested Party shall reimburse the Disclosing Party for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the Disclosing Party in the event it successfully enforces the obligations of the Interested Party or its Representatives hereunder.

10. Entire Agreement. This Agreement represents the entire understanding and agreement of the parties hereto with respect to the matters contained herein, and may be modified or waived only by a separate writing executed by the Disclosing Party and the Interested Party expressly so modifying or waiving this Agreement.

11. No Waiver. No failure or delay by the Disclosing Party 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.

12. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of Delaware, without regard to the laws of conflict of laws.

13. Term. This Agreement shall expire upon the earlier of (i) eighteen months after the date hereof or (ii) the date upon which the Transaction is consummated.

14. Captions. The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

15. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and the parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement or any amendments or exhibits hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, THIS AGREEMENT is executed and delivered effective as of the date first written above.

Accepted and Agreed to this date: {{{*Dte_es :signer1:date}}}

INTERESTED PARTY:

{{{*Cmpy_es :signer1:company}}}
Company

{{{*address_es :signer1.....}}}
Address

{{{*Sig_es :signer1:signature}}}
Signature

{{{*address2_es :signer1.....}}}
City, State, Zip Code

{{{*{{Name1_es :fullname}}}
Name

{{{*Em_es :signer1:email.....}}}
Email

{{{*Ttl_es :signer1:title}}}
Title

{{{*Mobile_es :signer1:phone.....}}}
Telephone