NEWMARK

NW MEDICAL PLAZA I & III CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made and entered into as of this _____ day of _____, 2026, by _____ ("**Recipient**").

WHEREAS Newmark Real Estate of Houston, LLC ("**Broker**") has been retained by the owners (the "**Owner**") of the property identified on **Exhibit A** (**"Property"**) as Owner's agent or broker in connection with the possible sale of the Property.

WHEREAS Recipient has requested certain Confidential Information (defined in Section 1(a) below) in connection with its evaluation of a possible acquisition of the Property (the "**Purpose**").

In consideration of Recipient receiving the Confidential Information and as a condition precedent thereto, Recipient hereby agrees, for the benefit of Owner, as follows:

1. Confidential Information

(a) "**Confidential Information**" means all information concerning the Property, that Broker furnishes or otherwise makes available to Recipient or its Representatives, as of the date of this Agreement and thereafter, and whether oral, written or electronic, together with any reports, analyses, compilations, forecasts, financial data, memoranda, notes, studies and any other written or electronic materials prepared by or for Recipient or its Representatives. Confidential Information shall not include information that Recipient can conclusively establish: (i) is or subsequently becomes generally available to the public without Recipient's or its Representatives' breach of any of the terms of this Agreement; (ii) became known to Recipient prior to Broker's disclosure of such information to Recipient; (iii) became known to Recipient from a source other than Broker who, to the knowledge of Recipient or its Representatives, is not subject to any confidentiality agreement regarding such information; or (iv) is independently developed by Recipient without use of or reliance on the Confidential Information.

(b) "**Representatives**" means, (i) with respect to Owner, its affiliates, directors, officers, employees, agents, accountants, counsel, members, and managing members; and (ii) with respect to Recipient, its partners, consultants, advisors, directors, officers, employees, agents, accountants and counsel, as well as bankers, financial advisors, persons providing capital or financing for any transactions and the partners, consultants, advisors, directors, officers, employees, agents and counsel of the foregoing.

2. Restrictions

(a) Recipient and Recipient's Representatives shall not disclose any Confidential Information, including information pertaining to the terms or existence of this Agreement, the fact that Recipient has made the Confidential Information available to any other parties or the fact that negotiations or discussions are taking place regarding the possible acquisition of the Property by Recipient, to any third parties (except as otherwise permitted by the terms of this Agreement). If any court or governmental authority requires Recipient to disclose any portion of the Confidential Information, Recipient shall, to the extent permitted by law, (a) provide Owner with prompt written notice of such requirement and (b) cooperate with Owner's Representatives in a commercially reasonable manner in obtaining any protective order or other remedy sought by Owner with respect to such requirement. If no such protective order or other remedy is obtained, then Recipient may disclose only that portion of the Confidential Information that in the reasonable opinion of its legal counsel is legally required to be disclosed, and shall exercise all commercially

reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

(b) Recipient may disclose Confidential Information only to Recipient's Representatives on a need-to-know basis. Recipient's Representatives shall be informed by Recipient of the confidential nature of the Confidential Information and shall be directed by Recipient to keep all Confidential Information confidential.

(c) Confidential Information may be disclosed, reproduced, summarized or distributed only as expressly provided hereunder and shall be used solely and exclusively for the Purpose hereunder, and for no other purpose whatsoever.

(d) Recipient agrees to not seek to gain access to any non-public areas of the Property or communicate with the Property' management employees, the holder of any financing encumbering the Property the Property' tenants, and the Owner's Representatives, without the prior consent of Owner or Broker, which consent may be withheld in the Owner's sole discretion.

3. Rights and Remedies

(a) Recipient shall notify Owner promptly upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Recipient, and will reasonably cooperate with Owner to regain possession of the Confidential Information and prevent its further unauthorized use. In any event, Recipient shall be responsible for any unauthorized disclosure or use of the Confidential Information by Recipient's Representatives or any other parties that receive the Confidential Information from Recipient and/or Recipient's Representatives and Recipient agrees at Recipient's expense to take all reasonable measures (including but not limited to court proceedings) to restrain Recipient's Representatives from prohibited or unauthorized disclosures of Confidential Information.

(b) Upon written request of Broker or Owner, Recipient shall promptly destroy (with written confirmation of such destruction) or return all originals, copies, reproductions and summaries of Confidential Information.

(c) Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Owner shall be entitled, without waiving any other rights or remedies, to exercise any right, power or remedy available to Owner at law or in equity. Such remedies may include, without limitation, the right to sue for specific performance, injunctive relief and/or damages. To the extent permitted by law, Recipient hereby waives any requirement that Owner post a bond in order to sue for such equitable relief. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof. Notwithstanding anything to the contrary contained herein, in no event shall Recipient be liable for punitive or consequential damages.

4. Miscellaneous

(a) All Confidential Information is and shall remain the property of Owner. By disclosing information to Recipient, Owner does not grant any express or implied right to Recipient to or under Owner's or Owner's Representatives copyrights, trademarks, or trade secret information.

(b) No representation is made by Broker or Owner as to the accuracy or completeness of the Confidential Information. Broker and Owner expressly disclaims any and all liability for representations, expressed or implied, contained in, or for omissions from, the Confidential Information and any other written or oral communication transmitted in connection herewith.

(c) Recipient agrees that unless and until a definitive written agreement between Owner and Recipient has been executed and delivered, neither Owner nor any of Owner's Representatives will have any legal obligation or liability of any kind with respect to any future transactions or business relationships by virtue of this Agreement.

(d) All notices and other communications required or permitted under this Agreement (other than routine operating communications) shall be in writing and shall be deemed to have been received by a party (i) when actually received, in the case of hand delivery against a signed receipt, (ii) two (2) business days after being given to a reputable overnight courier, or (iii) upon receipt, when mailed by first class mail, postage prepaid, and addressed to such party at its address set forth beneath its signature below (or to such other address as such party may designate in writing).

(e) The parties each acknowledge that nothing herein requires the disclosure of any Confidential Information, which information shall be disclosed, if at all, in the sole and absolute discretion of Owner.

(f) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior discussions between them as Confidential Information. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. In order to expedite the transaction contemplated herein, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Agreement. Broker and Recipient intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such telecopied or e-mailed signatures. Promptly following request by either party, the other party shall provide the requesting party with original signatures on this Agreement.

(g) If either of Owner or Recipient employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the laws of the state in which the Property are located, and Recipient further consents to the exclusive jurisdiction by the state and federal courts sitting in such state.

(h) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties hereto, their successors and assigns. The parties agree that Owner shall have the right to seek performance of the obligations hereunder.

(i) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(j) This Agreement will terminate upon the earlier to occur of (i) execution and delivery of a definitive agreement concerning the Property; or (ii) one year from the date of execution of this Agreement, after which time it shall have no further force or effect.

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IN WITNESS WHEREOF, Recipient has executed this Agreement on the date first above written.

RECIPIENT:

Date: _____

Signature: _____

Printed Name: _____

Company: _____

Title: _____

Email: _____

Phone: _____

Address: _____

_____

Please return to lauren.beam@nmrk.com

NEWMARK

Exhibit A

Northwest Medical Plaza I & III

1. 800 Peakwood Drive, Houston, Texas
2. 810 Peakwood Drive, Houston, Texas
3. 17045 St. Edwards Drive, Houston, Texas