

## CONFIDENTIALITY AGREEMENT

In connection with the consideration of the purchase and sale of certain real property (the "Transaction") located at 21 West 66th Street, Cincinnati, OH 45216, also known as Parcel No. 241-0002-0029-00 (the "Property"), the undersigned (the "Recipient") will receive from Prodigy Properties (the "Company"), and others (collectively with the Company hereinafter called "Delivering Parties") information regarding the Property, including, but not limited to, information regarding its operations and financial condition, that is (i) identified as confidential at the time of disclosure by the Delivering Parties or (ii) is non-public information and is disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the Recipient (such information whether written or oral called the "Evaluation Material"). In consideration of furnishing the Evaluation Material to Recipient, Recipient agrees to the following:

1. The Evaluation Material will be used solely for the purpose of assisting Recipient in evaluating the Transaction and not for any other purpose. The Evaluation Material will be kept confidential by Recipient and Recipient agrees not to disclose such Evaluation Material to any person other than its employees, representatives, advisors, attorneys, lenders and consultants (collectively "Representatives") whose duties justify the need to know, without the Company's prior written consent.
2. It is understood and agreed that Recipient's Representatives will be informed of the confidential nature of the Evaluation Material prior to receipt of such Evaluation Material. In the event that Recipient or any of the Recipient Representatives becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other legal or administrative process) to disclose any of the Evaluation Material ("Compulsory Process") in any matter or controversy, Recipient shall provide the Company with prompt written notice so that Delivering Parties may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order is not obtained or the Company waives compliance with the provisions of this Agreement, Recipient will furnish only that portion of the Evaluation Material that, in the opinion of Recipient's counsel, is legally required. Notwithstanding the foregoing, nothing contained herein shall require Recipient to take, or refrain from taking, any action which would, in the reasonable opinion of Recipient's counsel, subject it to the risk of being sanctioned or held in contempt of court or other violation of the law.
3. The term "Evaluation Material" does not include any information which (i) at the time of disclosure or thereafter is available to the public (other than as a result of a disclosure directly or indirectly by Recipient or Recipient's Representatives), (ii) was available to Recipient on a nonconfidential basis, provided that the source of the information, to the best of Recipient's knowledge, is not and was not bound by a confidentiality agreement with Delivering Parties or is not and was not under a fiduciary duty not to disclose such information, (iii) is disclosed generally to a third party by the Delivering Parties without a duty of confidentiality on the third party or (iv) has been independently acquired or developed by Recipient without violating any of Recipient's obligations under this Agreement.
4. Upon the Company's request, Recipient will promptly return to the Company or destroy all originals and copies of the Evaluation Material in Recipient's possession or in the possession of Recipient's Representatives, and, so long as not in contravention of any Compulsory Process or other legal requirement, Recipient will destroy all copies of any analyses, compilations, studies, notes, memoranda or other documents (collectively "Ancillary Material") prepared by Recipient or for Recipient's use containing or reflecting any Evaluation Material. Notwithstanding the return or destruction of the Evaluation Material and the Ancillary Material, Recipient and Recipient's Representatives shall continue to keep confidential and not disclose the Evaluation Material or Ancillary Material except as permitted by this Agreement.

5. The terms "person" or "persons" as used in this Agreement will be interpreted broadly to include, without limitation, any corporation, company, partnership, trust or individual.
6. Recipient understands and acknowledges that no representation or warranty, express or implied, is made as to the accuracy or completeness of the Evaluation Material. Recipient further acknowledges and agrees that if the Evaluation Material involves estimates and projections that are based upon assumptions reflecting the Company's judgment of current circumstances and anticipated future events and conditions. Some assumptions inevitably will not materialize and some conditions and events will not occur. In addition, unanticipated events and circumstances may occur after delivery of the Evaluation Material. As a result, the projections and results that are estimated may vary from those that actually occur, and the variation may be material. Accordingly, Recipient agrees for itself and on behalf of its Representatives that neither Delivering Parties nor any of its respective owners, partners, shareholders, officers, directors, employees, agents or attorneys will have any liability to Recipient, Recipient's Representatives or any other person resulting from Recipient's or Recipient's Representatives' use of and reliance upon the Evaluation Material; provided, however, that such Evaluation Material is accurate to the extent of Delivering Parties' actual knowledge at the time of delivery.
7. Recipient represents and warrants that it has not employed the services of a real estate broker in connection with this Property, or if it has, or will employ the services of a real estate broker in connection with this Property, acknowledges that Recipient is solely responsible for all of that broker's brokerage fees. Recipient agrees to indemnify and save and hold Company harmless from and against any claims by any broker, finder, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with Recipient with regard to this Property.
8. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, without reference to conflict of law principles.
9. No provision of this Agreement may be waived or amended without the Company's prior written consent. It is further understood and agreed that no failure or delay by Delivering Parties in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Recipient agrees that any breach of this Agreement will cause Delivering Parties irreparable harm and therefore, the Recipient further agrees Delivering Parties may seek to specifically enforce this Agreement without proof of actual damages or posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy, but shall be in addition to all other remedies available at law or in equity. Notwithstanding anything in this Agreement, neither Party shall be liable under this Agreement to the other Party for unforeseeable, consequential or indirect loss; punitive or exemplary or special damages; or lost profits.
10. This agreement and all obligations of the Recipient shall survive for a period of five (5) years from the date below and shall be binding upon the successors and assigns of Recipient.

THE ABOVE TERMS AND OBLIGATIONS ARE ACCEPTED AND AGREED TO THIS DAY OF \_\_\_\_\_, 2021 AS A CONDITION TO ACCESS TO THE EVALUATION MATERIAL.

Recipient:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_