

**CONFIDENTIALITY AGREEMENT FOR SIGNATURE**  
**BY PROSPECTIVE PURCHASER**

Kohr Royer Griffith, Inc. ("KRG")  
1480 Dublin Road  
Columbus, OH 43215

October 22, 2024  
Fax # (614) 228-1919  
Phone # (614) 228-2471

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Attention:

RE: **Marysville Restaurant / Bar (herein the "Property")**

Ladies and Gentlemen:

This will serve to confirm our understanding and agreement concerning certain material, data and information (herein "Evaluation Material") that you will make available to us in connection with a possible purchase by us of the Properties. You are prepared to furnish us with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Properties only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to you. Therefore, as a prerequisite to your furnishing to us the Evaluation Material, we hereby represent and agree as follows:

1. The Evaluation Material furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker or agent for any other person. Therefore, we agree to keep all Evaluation Material strictly confidential; provided however, that any of such Evaluation Material may be disclosed to our directors, officers or employees as well as our counsel, accounting firms and financial institution who need to know such information for the purpose of assisting us with our possible purchase of the Properties. Such directors, officers, employees, lawyers, financial institutions and accountants shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence. We will keep a record as to the exact location of all Evaluation Materials and all copies thereof. We will promptly, upon your request, deliver to you all Evaluation Material furnished to us, whether furnished before or after the date of this letter, without retaining copies thereof.
2. We agree not to copy or duplicate the Evaluation Material and to return the Evaluation Material to KRG the owner ("Owner") promptly and not retain any copies thereof if we decide not to go forward with discussions or if requested by the Owner. We agree that the Owner will have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, the Owner will have the right, in addition to any other right the Owner may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms.

In addition, we agree that we will not disclose, without the prior written consent of the Owner, and we will direct our representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person (other than a person authorized hereunder) the fact that the Evaluation Material has been made available to us, that discussions or negotiations among us and the Owner are now taking place or will take place, or any of the terms, conditions, or other facts with respect to the possible acquisition of the Properties.

3. Although you have endeavored to include in the Evaluation Material information which you believe to be relevant for the purpose of helping us in our evaluation of the Properties for possible purchase, we understand and acknowledge that the Owner of the Properties does not make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. The financial information and projections contained in the Evaluation Material represent estimates based upon assumptions considered reasonable under the circumstances. We acknowledge and agree that the Owner does not make any representation or warranty, express or implied, that actual results will conform to such projections. We agree that the Owner shall not have any liability to us as a result of our use of or reliance on the Evaluation Material and it is understood that we are expected to perform such due diligence investigations and inspections of the Properties as we deem necessary or desirable and as permitted by agreement with the Owner of the Properties.
4. We will not, and will not cause our Representatives, employees or agents or assigns to contact, **solicit** or advertise to the tenants of the Property for a period of thirty six (36) months from the date of this agreement. Any and all questions related to the Property must be directed to KRG. Furthermore, you agree you will not enter the Property without the prior permission of the Owner through Broker and, if given, you will be accompanied by a representative of the Broker.

5. By signing this addendum and receiving the Evaluation Material including the Rent Roll information, we agree such information and its content, except such information which is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Evaluation Material including the Rent Roll, we agree to abide by the terms of this Agreement.
6. We also represent that no broker or agent represents us or will represent us in any possible transactions involving the Properties unless we disclose the name of such broker or agent in writing to the Owner prior to our receipt of the Evaluation Material and that we fully agree to compensate our broker or agent.

**AS PRINCIPAL:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

***PLEASE PRINT***

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**AS BROKER:**

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

***PLEASE PRINT***

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGED:**

**Kohr Royer Griffith, Inc.**

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

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