

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") dated this _____ day of _____, 2025, is entered into by and between Sugarcreek Plaza II, LLC ("Disclosing Party"), and _____ ("Buyer" and "Recipient") and Harbert Realty Services, Inc. ("Broker").

WHEREAS, Disclosing party desires to provide certain information and/or materials to Recipient to use in connection with the purchase and sale of 6202 Wilmington Pike, Dayton, Ohio 45459, known as Sugarcreek Plaza II (the "Proposed Transaction");

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. "Confidential Information" means any nonpublic data or information (a) contained in documentary format that Disclosing Party marks or stamps with the word "Confidential" (hereinafter the "Documents"), or (b) nonpublic information which due to the nature of the data or information or the circumstances surrounding the disclosure, should be treated as confidential. Confidential Information includes, without limitation, Disclosing Party's financial reports, information and projections, intellectual property, employees, technologies, technical and business strategies, marketing and promotion strategies, concepts, work product, designs, documentation, reports, data, specifications, and trade secrets; and the fact that the parties have entered into discussions regarding the Proposed Transaction and the terms of such discussions.
2. Confidential Information shall not include information which: (a) is in the public domain prior to the date of its disclosure to Recipient by Disclosing Party; (b) is known and can be shown to be known by Recipient prior to the date of its disclosure to Recipient by Disclosing party; (c) becomes part of the public domain by publication or otherwise, and is not the result of any unauthorized act or omission on the part of Recipient; (d) can be demonstrated to have been supplied to Recipient by a third party who is under no obligation to Disclosing Party to maintain such information in confidence; or (e) is independently developed by Recipient without the use of the Confidential Information.
3. Recipient may use the Confidential Information only in connection with its consideration of the Proposed Transaction. Recipient shall not, at any time, make any use of the Confidential Information for any other purpose. Recipient shall (i) maintain the Confidential Information in strict confidence and take all commercially reasonable steps to prevent its disclosure to third parties: (ii) use at least the same degree of care as Recipient uses in maintain the secrecy of its own Confidential Information (but no less than a reasonable degree of care); and (iii) prevent the removal of any proprietary, confidential or copyright notices placed on the Confidential Information. Recipient shall keep the Confidential Information confidential at all times and shall not disclose

the Confidential Information to any person including its employees except to its employees, representatives, advisors and agents (the "Representatives") who have a need to know such information in connection with assisting Recipient in its evaluation of the Proposed Transaction. If requested by Disclosing Party, each Representative shall execute a counterpart of this Agreement acknowledging that s/he has received a copy of this Agreement and agreeing to be bound by all of the terms of this Agreement.

4. The Confidential Information shall remain the sole and exclusive property of Disclosing Party, and Recipient shall not obtain any right, title or interest in or to such Confidential Information.
5. In the event Recipient is requested or required by applicable law, regulation or legal process (including a subpoena or other administrative or judicial request), to disclose any Confidential Information of Disclosing Party, Recipient shall promptly notify Disclosing Party so that it may seek a protective order or other appropriate remedy. Unless the demand shall have been timely limited, quashed or extended, Recipient shall thereafter be entitled to comply with such demand to the extent required by law.
6. Recipient acknowledges and agrees that a remedy at law for any breach of this Agreement is and will be inadequate, and in the event of a breach or threatened breach by Recipient of the provisions of this Agreement, Disclosing Party shall be entitled to an injunction restraining Recipient from disclosure or use of the Confidential Information or from otherwise violating the provisions of this Agreement. Recipient further acknowledges that (a) its breach of this Agreement could result in irreparable injury and permanent damage to Disclosing Party; (b) this Agreement is reasonable and necessary to protect the interest of Disclosing Party and its critical to the continued success of Disclosing Party's business; and (c) determining the damages upon a breach of this Agreement would be difficult. Nothing contain herein shall preclude Disclosing Party from seeking monetary damages for breach of this Agreement, including reasonable fees and expenses of counsel and other expenses, in a court of law.
7. This Agreement constitutes the entire understandings between the parties hereto with respect to the subject matter hereof, and may not be modified, amended or changed, except by a writing signed by both parties. This Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Alabama. If any provision of this Agreement is adjusted by a court to be invalid, void or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms and conditions. Notwithstanding the termination of the discussions between the parties hereto, the provisions of this Agreement shall survive and bind the parties indefinitely. The failure of either party to give notice of non-performance, breach or termination, or to otherwise enforce any rights hereunder, shall not constitute a waiver of any terms or conditions of this Agreement. Each of the parties represents that it has the authority and right to enter into this Agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DISCLOSING PARTY
SUGARCREEK PLAZA II, LLC

RECIPIENT

By: _____

By: _____

Title: _____

Title: _____

BROKER

By: _____

Title: _____