

Kentucky Commercial Real Estate Alliance
12300 Sycamore Station Place, Louisville KY 40299
CONFIDENTIALITY AGREEMENT
For Metro Search, Inc. members use only.


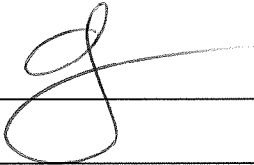
This Confidentiality Agreement (this "Agreement") is entered into as of _____, 20____, by _____ (referred to herein as "Owner") and _____ (referred to herein as "Agent").

1. Owner and Agent are evaluating the possibility of entering into a business transaction or relationship (the "Transaction"). Agent has requested Owner to provide certain oral and written information regarding its property located at 1514-1518 PETWICK AVE LOUISVILLE KY 40218 (the "Property Information"). Owner shall disclose such Property Information as Owner in its sole discretion deems advisable. Any and all Property Information previously or hereafter disclosed by Owner to Agent, whether or not it specifically pertains to the Transaction, shall be subject to the terms of this Agreement. All Property Information disclosed hereunder shall be and remain the property of Owner and shall be deemed proprietary and confidential except as may be specifically provided otherwise herein. Property Information may take the form of documentation, specifications, projections, financial information, technical and engineering data and other forms and may be communicated orally, in writing, by electronic or magnetic media, or by other means. "Property Information" includes but is not limited to all originals and copies thereof, and any summaries, compilations, notes, extracts, memoranda, drawings, reports, pictures, studies, analyses and other materials prepared by Agent based in whole or part upon the Property Information. The term "Property Information" does not include information which (i) is already known or possessed by Agent through legal means, (ii) is or becomes publicly available other than as a result of an unauthorized disclosure by Agent or its Representatives (as defined below), or (iii) is received from a third party whose disclosure does not violate any confidentiality or non-disclosure obligation.
2. Agent and its Representatives (as defined below) (i) will keep the Property Information confidential and will not (except as required by applicable law or legal process and only after compliance with Paragraph 3 below) without Owner's prior written consent, disclose or divulge any Property Information in any manner whatsoever, and (ii) will not use any Property Information for any purpose other than in connection with evaluating the Transaction; provided, however, Agent may reveal the Property Information to its directors, officers, employees, attorneys and other professional advisers ("Representatives") (a) who need to know the Property Information for the purpose of evaluating the Transaction, (b) who are informed by Agent of the confidential nature of the Property Information, and (c) who agree to act in accordance with the terms of this Agreement. The Property Information shall not be used by Agent or any Representatives to compete directly or indirectly with Owner or in any other manner adverse to Owner.
3. If Agent or any of its Representatives is requested pursuant to, or required by, applicable law, regulation or legal process, to disclose any of the Property Information, Agent will promptly notify Owner in writing so that Owner may seek a protective order or other appropriate remedy.
4. Agent agrees upon termination of any negotiations concerning the Transaction, or upon written request of Owner, whichever occurs first, to return the Property Information or to destroy all tangible or viewable copies of such Property Information as directed by Owner. All knowledge derived from reviewing the Property

Information and all Property Information, whether in oral, written, or other form, will continue to be subject to the terms of this Confidentiality Agreement.

5. All Property Information is provided "As Is" and Agent acknowledges that Owner does not make any representation or warranty as to the accuracy or completeness of the Property Information provided. Neither this Agreement nor the disclosure of any Property Information nor any ongoing discussions regarding the Transaction shall constitute or imply any agreement to enter into the Transaction. If in the future the parties elect to enter into the Transaction, the Transaction must be memorialized by one or more separate agreements signed by both parties. The obligations of Agent and its Representatives hereunder shall continue in full force and effect regardless of the outcome of any negotiations regarding the Transaction.
6. Agent agrees that Owner will be irreparably injured by, and would not be adequately compensated by damages for, any breach of this Agreement. Accordingly, Owner shall be entitled to injunctive or other equitable relief in the event of any such breach or threatened breach of this Agreement by Agent or its Representatives. If Owner is the prevailing party in any lawsuit or other action at law or in equity with respect to this Agreement, Owner shall be entitled to recover its reasonable attorneys' fees and court costs in addition to any other remedies it may have at law or in equity.
7. Neither party shall disclose that any investigations, discussions or negotiations are taking place concerning a possible Transaction without the prior written consent of the other party. Any press release or other public statement with respect to a possible Transaction must be approved in advance in writing by both parties.
8. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. The provisions of this Agreement are severable, and the invalidity of any specific provision herein shall not affect the other provisions of this Agreement. If any covenant or provision of this Agreement is determined by a court to be too broad as to the geographic area, scope of the Property Information, time or activity covered, said area, scope, time or activity shall be modified to the extent the court deems reasonable and enforced as so modified.

WITNESS the signatures of the parties hereto as of the date first set forth above but actually on the dates set forth below.

Owner:  Agent: 
By: _____ By: _____
Title: _____ Title: _____
Date: 11-6-2024 Time: 3:45 PM Date: _____ Time: _____