

NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

On this the ___ day of _____ 2026, Recipient (as defined below) requested access to certain information that is either non-public or proprietary, or both, in connection with a potential acquisition or other business venture (the "Transaction") of substantially all the assets located at and including the real property located at 925 Euclid Avenue in Cleveland, Ohio (the "Property") by Recipient. Recipient understands that Property is presently under the control of and being operated under the supervision of Court Appointed Receiver John K. Lane ("Receiver") appointed by that certain *Order Appointing Receiver* in the United States District Court for the Northern District of Ohio (the "Court") case styled as *Deutsche Bank AG, New York Branch v. HH Cleveland Huntington, L.P. et al.* (Case Number 1:25-cv-02332). In furtherance of same, the Receiver is prepared to provide Recipient with requested information and in consideration for doing so, Recipient enters into this Non-Disclosure Agreement (this "Agreement").

1. "Confidential Information" as used in this Agreement shall mean all such information that is or has been provided or disclosed by the Receiver or its Representatives (defined below) or Affiliates (defined below) to Recipient or its Affiliates (defined below): (i) in writing, by email, or other tangible electronic storage medium regardless of whether such information is marked "Confidential" or "Proprietary," or (ii) orally or visually, regardless of whether such information is described as "Confidential" or "Proprietary". Confidential Information also includes, but is not limited to, confidential business data or proprietary information as defined in this Agreement or by applicable law, whichever is broader, including without limitation all trade secrets, ideas, concepts, development plans, technology, client lists, strategic analysis, software, technical drawings, models, and other tangible material constituting confidential research and development, business plans or operations, development or collaborative plans, manufacturing methods, processes, techniques, applications for particular technologies, materials and designs constituting trade secret information and such information need not to be marked "Confidential" or "Proprietary" to be treated as Confidential Information under this Agreement. As used in this Agreement, an "Affiliate" with respect to Recipient means any entity (including without limitation any individual, corporation, company, partnership, limited liability company or group) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Recipient. Receiver expressly provides no warranty of accuracy or completeness to any Confidential Information.

2. Recipient agrees, except as may be required by law: (a) to protect the confidentiality of the Receiver's Confidential Information (including on behalf of and relating to the Property), including any notes, summaries, reports, analyses or other material derived about the Property or by the Receiver or its Representatives (defined below) in whole or in part from the Confidential Information in whatever form maintained; (b) to use the Confidential Information only for the purposes of evaluating the possible Transaction and the terms thereof; (c) to use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information, except to its Affiliates and its or their officers, directors, employees, members, managers, agents, and advisors (collectively, "Representatives"), to the extent necessary to permit them to assist Recipient in evaluating the Transaction; and (d) not to disclose to persons (other than those described in (c) above) that the Confidential Information has been made available, that Recipient is considering a possible Transaction or that the parties have had or are having discussions or negotiations with respect thereto. Recipient further agrees that prior to disclosing any Confidential Information to its Affiliates or their Representatives as provided above, such Affiliates and/or Representatives will be advised of the confidential nature of the Confidential Information, provided a copy of this Agreement and directed to abide by its terms. Recipient agrees to be responsible for any breach of this Agreement by it, its Affiliates or its or their Representatives.

3. Recipient acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity that the Receiver may have, the same shall be entitled to equitable relief, including injunctive relief or specific performance, or both (although the Receiver shall be entitled to any special, consequential, indirect, punitive or exemplary damages as a result of a breach of this Agreement, whether a claim is asserted in contract, tort, or otherwise). Obligations herein regarding Confidential Information shall, with respect to each disclosure of Confidential Information hereunder, continue for two (2) years from the date of each disclosure of Confidential Information. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain.

4. This Agreement shall not control as to particular portions of the Confidential Information disclosed by the Receiver if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Recipient, its Affiliates or its or their Representatives; (ii) was available on a non-confidential basis prior to its disclosure to Recipient; (iii) is or becomes available to Recipient, its Affiliates or its Representatives on a non-confidential basis from a source other than the Receiver or Receiver when such source is not subject to a confidentiality obligation with the Receiver, or (iv) was independently developed by Recipient, its Affiliates or its Representatives, without reference to the Confidential Information in furtherance of Recipient's duties to Receiver, and Recipient can verify the development of such information by written documentation.

5. If either party decides not to proceed with a Transaction, it will promptly inform the other party of that decision, and all parties understand that entry into any Transaction is not inferred, agreed upon or expected by entering into this Agreement. In addition, the Receiver may elect at any time by notice to Recipient to terminate further access to and Recipient's review of the Confidential Information. In any such case, or upon any other termination of this Agreement, Recipient will immediately return or destroy (with such destruction to be certified by Recipient) all Confidential Information disclosed to it without retaining any copy thereof. No such termination of the Agreement or return or destruction of the Confidential Information will affect the confidentiality obligations of Recipient, its Affiliates or its Representatives, all of which will continue in effect as provided in this Agreement.

6. If Recipient, its Affiliates or its Representatives are requested or required (by interrogatories, subpoena, or similar legal process) to disclose any Confidential Information, Recipient agrees to provide Receiver with prompt notice of each such request, to the extent practicable, so that the Receiver may seek an appropriate protective order or waive compliance by Recipient with the provisions of this Agreement, or both. If, absent the entry of a protective order or receipt of a waiver, Recipient is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, Recipient may disclose such Confidential Information to the persons and to the extent required without liability under this Agreement and will use its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

7. Intentionally Omitted

8. This Agreement contains the entire understanding between the parties relating to the subject matter contained herein, and supersedes all prior and collateral communication, reports and understandings between the parties relating thereto. This Agreement is not intended as a teaming, joint venture or other such arrangement. No change, modification or addition to or waiver of any provision of this Agreement shall be binding unless in writing and signed by authorized representatives of both parties. Except as provided herein, the parties agree that any disclosures contemplated hereunder, and any discussions or communications between the parties relating thereto, shall not restrict either party's right to take whatever future actions such party unilaterally determines to be in its best interests, including the right to discontinue discussions with the other party at anytime or to undertake similar discussions or to enter into agreements

or relationships with third parties covering subjects related to the matters covered herein. All provisions of this Agreement are severable, and if any provision or part thereof of this Agreement is deemed invalid or otherwise unenforceable, then such term shall be construed to reflect the closest lawful interpretation of the parties' original intent, and the remaining provisions of this Agreement shall remain valid, enforceable and binding. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile or e-mail transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile or e-mail transmission of any signature of a party shall be deemed an original and shall bind such party. Recipient shall notify the Receiver immediately upon discovery of any loss, unauthorized disclosure or use of the Confidential Information or any other breach of this Agreement by Recipient, its Affiliates or its Representatives. In any such event, Recipient shall help the Receiver in every reasonable way to regain possession of the Confidential Information and shall prevent any further unauthorized disclosure or use. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except for the foregoing, neither party may assign this Agreement or any of their rights and obligations hereunder or delegate the performance thereof to a third party without the prior written consent of the other party. Except as stated herein, nothing in this Agreement is intended to confer any benefit to any third party or any right to enforce any term of this Agreement. Any failure by a party hereto to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of that party's right to subsequently enforce such provision or any other provision of this Agreement.

9. Each party hereby agrees to take such measures as may be necessary to ensure that the disclosure of Confidential Information complies with any export control laws which may govern such disclosure. Recipient shall indemnify and hold the Receiver harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees and all other expenses arising from its failure to comply with this clause and/or applicable export control laws and regulations.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio and the Receiver Order, and all parties consent to the jurisdiction of the Court to determine any disputes resulting under or emanating from this Agreement, excluding its conflict of laws rules.

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IN WITNESS WHEREOF, the parties hereto execute this Non-Disclosure Agreement as of the date first written above.

Receiver:

Signature

John K Lane, Receiver

Name

Court Appointed Receiver for 925 Euclid Ave

Title

jlane@ingw.com

Email

Recipient:

Signature

Name

Title

Email

Phone

Company

Company Address

Company City, State, Zip