

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is dated as of the ____ day of _____ 2021, by and between: (i) _____ ("Invitee"), and (ii) Reading Investments, LLC (the "Company"), and (iii) the Estate of Grace Ayer and Executor, Lillian Ferrante (the "Estate"). At times, the Invitee, the Company, and the Estate, may be collectively referred to as a "Party" and collectively, the "Parties,"

RECITALS

WHEREAS, the Estate owns a 50% membership interests ("Membership Interest") in Reading Investments, LLC., which is a real estate holding company with its principal asset being the real property and improvements located at 7162 Reading Road, Cincinnati, Ohio 45237;

WHEREAS, the Membership Interest is subject to the terms and conditions of a March 3, 2000 Operating Agreement and subsequent amendments thereto ("Operating Agreement"). Reading Investments is a Manager Managed Company and the other 50% Members, Mark D. Ayer is the Manager of Reading Investments;

WHEREAS, the Estate has been ordered by the Hamilton County, Ohio Probate Court, Case No. 2017003096 (the "Probate Case") to sell at auction its Membership Interest, subject to the terms of the existing Operating Agreement;

WHEREAS, the Invitee has requested the Company or the Estate to disclose to Invitee, orally or in writing, certain information pertaining to the Membership Interest, and Reading Investment's assets (all of such non-public information to be disclosed to Invitee pursuant to this Agreement being referred to in this Agreement as the "Confidential Information") in connection with Invitee's evaluation of potentially purchasing the Estate's Membership Interest.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the Parties hereby agree as follows:

AGREEMENT

1 CONFIDENTIAL INFORMATION.

(a) Invitee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that Invitee shall: (i) keep the Confidential Information confidential; (ii) not use the Confidential Information for any reason or purpose other than to evaluate Invitee's possible purchase of the Membership Interest; and (iii) without limiting the foregoing, not disclose the Confidential Information to any person, except to Invitee's employees, outside attorneys, accountants, lenders, real estate agents and consultants who need to know such Confidential Information for the purpose set forth herein and who agrees to keep such Confidential Information confidential, and who are provided with a copy of this Agreement and agree to be bound by its terms. For purposes of this Agreement, the term "Confidential Information" shall mean and refer to, without limitation, the following information, held or used by the Company or the Estate or relating to the Facility or the Business:

(1) all information that is a trade secret;

(2) all information including, but not limited to, all financial information, tax returns, balance sheets, profit and loss statements, including but not limited to all rental income, leases, tenants, current rental rates, rent rolls, the terms and conditions of any lease, the expenses, compensation, processes, designs, sketches, photographs, graphs, drawings, ideas, any asset descriptions or designs, and any information describing the Company property within or attached in any way to the Company including, but not limited to, floor plans, utility information, the construction of the buildings, HVAC system information; and

(3) all information concerning the business and affairs of the Company, including historical and current financial statements, financial projections and budgets, tax returns and accountants' materials, historical, current, and projected rents, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, tenants, current and anticipated tenant requirements, price lists, market studies, contracts, the names and backgrounds of key personnel;

(b) The foregoing Section 1 does not apply to that part of the Confidential Information that becomes generally available to the public other than as a result of a breach of Section 1 by Invitee. Confidential Information shall not be deemed

“generally available to the public” merely because it is included or incorporated in more general information that is publicly available or because it combines features which individually may be publicly available.

(c) In the event that Invitee is requested or required to disclose any Confidential Information pursuant to written, or oral question or request for information or, documents in any legal action, interrogatory, subpoena, civil investigation demand, or similar process, Invitee will notify the Company promptly of the request or requirement so that the Company may seek an appropriate protective order or waive compliance with the provisions of this Section 1. If, in the absence of a protective order or the receipt of a waiver hereunder, Invitee is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, then Invitee may disclose such Confidential information to the tribunal; provided, however, that Invitee shall use all commercially reasonable efforts to obtain, at the request and expense of the Company, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the Company shall designate.

(d) Section 1 shall survive the termination of the Agreement.

2. **REMEDIES.** Invitee recognizes that a breach of this Agreement may give rise to irreparable injury to the Company, which is inadequately compensable in damages and, accordingly, agrees that the Company may seek and obtain injunctive relief against such breach or threatened breach, in addition to any other legal remedies which may be available. The Company shall also be entitled to recover reasonable attorneys' fees and costs of the action in any action brought against Invitee to enforce the rights of the Company under this Agreement. This section shall, survive the termination of the Agreement.

4 **MISCELLANEOUS.**

(a) **Ownership.** All Confidential Information shall remain the sole and exclusive property of the Disclosing Party. Neither the execution of this Agreement nor the disclosure of Confidential Information shall be construed as a license, or an obligation to negotiate a license, a patent right or any other right.

(b) **No Obligation.** The Parties acknowledge and agree that the exchange of information under this Agreement does not obligate either Party to bid at the Auction or purchase the Membership Interest from the other Party nor shall it commit or bind

either Party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given, manner. The Parties acknowledge and agree that neither Party is obliged to disclose any information (including any Confidential Information).

(c) **No representations or warranties.** Both the Estate and the Company are providing the Confidential Information to comply with a Court Order and the Invitee hereby unconditionally and irrevocably agrees and acknowledges that both the Company and the Estate are providing the Confidential Information without representation or warranties and the Invitee acknowledges that neither the Company nor the Estate have provided any financial forecast or projections regarding the Membership Interest or Reading Investments,

(d) **Benefit and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors, permitted assigns, heirs and legal representatives. No Party shall assign or attempt to assign this Agreement without the prior written consent of the other Party.

(e) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its principles of conflicts of laws and to the extent necessary regarding the Auction through the Hamilton County, Ohio Probate Court, the Invitee hereby submits to the exclusive jurisdiction and venue of the Hamilton County, Ohio, Probate Court.

(f) **Entire Agreement.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between the Parties. This Agreement may be amended, supplemented or changed only by an agreement in writing which makes specific reference to this Agreement, and which is signed by the Party against whom enforcement of any such amendment, supplement or modification is sought.

(g) **Notices.** All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given: (i) when personally delivered to the Party to be given such notice or other communication; (ii) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice; (iii) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt

requested and postage thereon fully prepaid; or (iv) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Invitee: _____

If to the Company: Reading Investments, LLC
7162 Reading Road
Cincinnati, Ohio 45237
Attn. Mark D. Ayer
(513) 608-3619

If to the Estate: The Estate of Grace Ayer, Deceased
c/o The Honerlaw Firm
9227 Winton Road
Cincinnati, Ohio 45231
Attn. Joseph Honerlaw, Esq.
(513) 931 – 2200

or to such other address or facsimile number as the Parties may designate by proper notice.

(h) **No Waiver.** No failure on the part of any Party to exercise, and no delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by any such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any Party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

(i) **Termination.** Upon termination, of Invitee's evaluation of a possible purchase of the Membership Interest, Invitee shall forthwith return to the Company all Confidential Information or, at the Company's option, destroy such Confidential Information.

(j) **Facsimile and Counterparts.** The Parties agree that signatures sent and received via facsimile shall be valid and binding upon the Party signing this Agreement

in such manner. The Parties further agree that this Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. Each copy executed in compliance with this Section shall be deemed an executed original for all purposes.

The Parties have executed this Confidentiality Agreement as of the date first written above.

INVITEE:

By: _____

Its: _____

Name: _____

Email: _____

Phone: _____

COMPANY:

Reading Investments, LLC

By: _____

Mark D. Ayer, Manager

SSSS

**The ESTATE OF GRACE AYER,
DECEASED**

By: _____

Lillian Ferrante, Executor