

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into this 16th day of February 2021, by and between Barry H. and Kyoko Durmaz and family ("Durmaz") for Sans Peur Property Management Trust, and Cumberland Valley Property Management ("CVPM").

WHEREAS, CVPM desires to make certain sensitive, confidential, and proprietary information available to Durmaz relating to the business, operations and financial condition of CVPM solely for the purpose of Durmaz's performing real estate management and only if all such information is accorded the strictest confidential treatment, and Durmaz desires to obtain access to such information and comply with the confidential treatment and other requirements set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements made herein, the parties hereto do hereby covenant, promise and agree as follows:

1. All information, whether written, oral, electronic or in any other medium, furnished by or on behalf of CVPM to Durmaz or to the officers, directors, stockholders, members, employees, agents, representatives, attorneys, accountants, advisers or family members of Durmaz (such persons are hereinafter collectively referred to as the "Durmaz Representatives"), and in each case, regardless of the manner in which or the medium in or on which such information is furnished, stored or displayed, is agreed and deemed to be both "confidential" and "proprietary" (such information is hereinafter collectively referred to as "Proprietary Information"). Proprietary Information shall include, by way of example, and not in limitation: trade secrets, tax returns, financial information, bank statements and deposit information, client and tenant lists, billing rates, operating procedures, forms, letters, agreements, and names of contractors and suppliers. Written information supplied to Durmaz or to Durmaz Representatives may be marked "CONFIDENTIAL" when feasible, but the failure to so mark such information shall not be deemed a waiver by CVPM of confidentiality. Durmaz agrees that it shall be liable and responsible for any breach of its obligations and duties and the obligations and duties of Durmaz Representatives under this Agreement.

2. The Proprietary Information shall be used solely for the purpose of representing CVPM in the leasing and management of the property (the "Property") listed in exhibit "A" of the Management Agreement with Durmaz and shall not be used for any other purpose. All Proprietary Information supplied by either Durmaz or CVPM, unless otherwise agreed to in writing, shall remain the property of the supplying party.

3. Neither Durmaz or CVPM shall disclose any Proprietary Information or any part thereof to any person or entity other than to those Durmaz or CVPM Representatives who, on behalf of Durmaz or CVPM, are actively and directly participating in the evaluation of the possible business combination or who otherwise needs to know the Proprietary Information for the purpose of leasing and managing the Property all of



whom shall cause to observe the terms of this Agreement. The Proprietary Information shall be treated with the same degree of care as Durmaz or CVPM affords its own most sensitive and confidential information.

4. Neither Durmaz or CVPM shall make any copies (either through physical copying or storage of information through electronic means) of the Proprietary Information received from the other except as necessary for the purpose set forth in this Agreement, and any copies which are made shall be treated as Proprietary Information to the same extent as was the original.

5. Durmaz or CVPM shall not discuss with anyone or any entity the affairs of CVPM nor disclose any of the names of the officers, employees, Durmaz's or any other personnel working directly or indirectly for CVPM unless so required and authorized by the CVPM in order to protect its security interest(s). Durmaz and CVPM agree that he/she/they shall not disclose to any individual, company, agency or bureau any information whatever pertaining to the other party without the unanimous approval of the Board of Trustees of CVPM. Durmaz and CVPM are severely limited to disclose only such information as may be presented on the forms and agreements covered by this contractual obligation. Persons or entities with any questions regarding the affairs of CVPM shall reduce said questions to a written and signed communication to be mailed to the CVPM to a mailing location as provided by Durmaz for this purpose.

Who are they?

The obligation of non-disclosure shall not apply to information which is (a) on public record or was known to a party prior to the execution of this agreement (b) required by law to be disclosed; provided, however, that if Durmaz or CVPM Representatives are required in any action, suit or proceeding to disclose any Proprietary Information, such party shall notify such other party promptly of such requirement so that it may seek a appropriate protective order. If, in the absence of a protective order, Durmaz or CVPM Representatives are nonetheless compelled by court order (for contempt) to disclose such Proprietary Information, Durmaz or CVPM Representatives, as the case may be, may disclose such information without liability hereunder; provided, however, that such party shall give written notice of the information to be disclosed as far in advance of its disclosure as is reasonably practicable and shall exert its best efforts to obtain written assurances that confidential treatment shall be accorded such Proprietary Information.

6. The obligations and duties of the parties set forth in this Agreement regarding the disclosure and use of Proprietary Information shall survive for a period ending twenty (25) years after termination of the agency relationship between CVPM and Durmaz. In addition, without the prior written consent of either Durmaz or CVPM, for a period of one (1) year from the date of this Agreement, neither Durmaz or CVPM nor any Durmaz or CVPM Representatives (collectively, the "Covered Parties") shall solicit or in any manner attempt to influence or induce any employee, consultant or independent contractor employed by, under contract with or providing services to or for the benefit of Durmaz or CVPM (collectively, the "Related Parties") to leave the employment of either Durmaz or CVPM, cease providing services to, breach his or her contract with, or otherwise terminate his respective relationship with such party, nor shall any of the Covered Parties use or disclose to any person or entity any information obtained pursuant



to this Agreement concerning the names and addresses of any Related Parties.

7. Both Durmaz and CVPM shall immediately cease using and shall return all Proprietary Information, including all copies which either may have made without retaining any copy thereof, whether tangible or stored in any computer memory or storage medium (including all studies, work papers, schedules, notes, analysis, charts, memoranda and the like generated by its representatives, which were derived from the Proprietary Information), when there is no longer any need thereof for the purpose set forth in this Agreement or within ten (10) days after either Durmaz or CVPM so requests.

8. The Agreement is not intended to and shall not be construed as creating a joint venture, partnership, or other form of business association between the parties hereto, and except for the use of the Proprietary Information for the purpose set forth in this Agreement, no other rights are implied or granted.

9. Both Durmaz and CVPM acknowledge and agree that any breach of the terms of this Agreement, including, without limitation, disclosure or use other than as authorized under this Agreement of any of the Proprietary Information or breach of the provisions of Section 6 of this Agreement, would cause immediate, substantial and irreparable harm and that damages at law would not provide an adequate remedy for any breach of this Agreement. Consequently, in the event of any breach or threatened breach by either Durmaz or CVPM of any of the provisions of this Agreement, the parties agree that, in addition to any other remedies at law or in equity which may be available, such party shall also be entitled to injunctive relief to restrain such breach or potential breach. Any violation of this Agreement whatsoever by Durmaz shall constitute a Breach of Contract and Durmaz shall be completely and severally liable for any such breach to include reasonable attorney or other legal fees and court costs incurred by CVPM for any prosecution of said breach

Imposing  
employee  
or  
contractor

10. Durmaz hereby acknowledges that CVPM is a Pennsylvania Corporation.

11. This Agreement represents the entire integrated agreement between the parties and supersedes all prior agreements, written or oral, with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing signed by the parties hereto.

12. The invalidity or unenforceability of any particular provision of this Agreement in whole or in part shall not affect any other provision hereof, and this Agreement and each and every provision hereof shall be construed in all respects as though such invalid or unenforceable provision were omitted.

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Durmaz agrees to provide immediate notice to CVPM of any request, demand, of legal process requiring disclosure of any confidential information of CVPM.

Durmaz agrees to make all efforts and assist CVPM in every reasonable means to contest the demand for disclosure. Should Durmaz incur any cost or expense in its assistance of CVPM to maintain the confidentiality of its information and materials from disclosure then CVPM shall reimburse Durmaz for said cost or expense.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the date first herein above set forth.

WITNESS:

Tiffany Beam

Barry H. Durmaz  
Barry H. Durmaz, Trustee  
For San Pear Property Management Trust

Tiffany Beam

Kyoko Durmaz  
Kyoko Durmaz

Tiffany Beam

Harold Forney, President  
CVPM  
Harold Forney, President