



Confidentiality Agreement

To Be Disclosed Upon Execution (“Seller”)

- For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned (“The Recipient”) enters into this Confidentiality Agreement with and for the benefit of the Seller and the Pamela K. Rose Auction Company, LLC., (“The Agent”).
- The Agent or Seller may provide to the Recipient in connection herewith certain technical, financial, and/or business information (collectively the “Information”) regarding the Seller (as above designated) to facilitate an evaluation by the Recipient whether to acquire the Seller’s property, stock or assets thereof. The Recipient acknowledges that the Information is highly confidential and proprietary to the Seller.
- The Recipient shall not at any time, without prior written consent of the Seller, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, the Information to anyone, except Recipient’s financial advisors and investors, who may be furnished with the Information for the sole purpose of advising the Recipient as to the structure of any proposed purchase of the Seller’s property, stock or assets, and it will keep permanently confidential the Information and will use the Information only for the purpose set forth above. The Recipient shall be under no obligation to maintain as confidential any information which (a) Recipient can show by legally sufficient written evidence was in its possession prior to disclosure by the Agent and/ or the Seller; or (b) becomes generally available to the public in tangible form other than by acts or omissions of Recipient; or (c) is lawfully obtained from a third party. The Recipient shall not contact the Seller to discuss the sale or purchase of the Seller’s property, stock or assets, or the Information without prior written consent of the Agent.
- The Recipient hereby indemnifies and holds harmless the Agent, and its agents, representatives, employees and attorneys, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, from, or attributed to the transactions or matters subject hereof, or the actions, omissions, wrongful conduct or other breach of this Confidentiality Agreement by Recipient, which indemnification shall include, without limitation, reimbursement of attorney’s fees and expenses incurred by the Agent in connection herewith.
- The Recipient shall not enter into any agreement for the purchase of the Seller’s property, stock or assets unless said agreement contains a provision wherein the parties thereto acknowledge that the Agent is the procuring cause of such agreement and the Agent is entitled to an Agent’s commission as agreed upon by the Seller and the Agent.
- While the Information is believed to be accurate, it is subject to change, error or withdrawal of offering, without notice. The Seller and the Agent expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Information, or, for omissions from it. The Seller will reserve the right to require the return of the Information at any time.
- A facsimile transmission of this document is legal and binding.
- This Agreement contains the entire agreement between the parties hereto with regard to the subject matter hereof. If one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties’ heirs, successors and assigns, where permitted. This Agreement may not be assigned by the Recipient without the prior written consent of the Agent. No ambiguity herein shall be resolved presumptively against any party. This Agreement shall be construed in accordance with the laws of the State of Ohio, and the obligations of the parties are performable in Lucas County, State of Ohio, where venue shall lie for any actions brought hereunder.

Property Address: **4848 Dorr Street, Toledo, Ohio 43615**

RECIPIENT: _____
Printed Name

Email: _____

BY: _____
Signature/Title

Dated: _____

Address: _____

Telephone: _____

City, State, Zip: _____