

## **CONFIDENTIALITY AGREEMENT**

RETURN via EMAIL: [gfolz@woodwardrealty.com](mailto:gfolz@woodwardrealty.com)  
ATTN: GREG FOLZ

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is dated as of \_\_\_\_\_, 2024, and is made by HOOCAT HOLDINGS LLC (hereinafter referred to as the "Seller/") and \_\_\_\_\_ ("Recipient"), in connection with the possible purchase of a certain land and improvements located at 15001 Foundation Ave, Evansville, IN ("Property").

WITNESSETH, THAT:

WHEREAS, Seller desires Recipient to keep such information confidential pursuant to the terms and conditions contained herein; and

WHEREAS, Recipient desires to receive such confidential and proprietary information and agrees to keep such information confidential pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. **CONFIDENTIAL INFORMATION.** As used in this Agreement, the term "Confidential Information" shall refer to any and all written or oral communications provided or otherwise made available to Recipient by Seller or any of the employees associated with Seller or any agents of Seller relating to financial, legal, marketing and sales information of the Seller or which was disclosed to Recipient in relation to Recipient's proposed purchase of certain of the assets of the Seller. Notwithstanding the foregoing, Confidential Information shall not include the following (a) Information which is or becomes part of the public domain through no violation of this Agreement by the Recipient; (b) Information in Recipient's or its Representatives' possession at the time of the disclosure by Seller, as demonstrated by the then existing written records of Recipient; (c) Information acquired by Recipient or its Representatives from a third party that has not previously obtained any part of the Confidential Information directly or indirectly from Seller and such third party, insofar as is known by Recipient, has the independent lawful right to transfer such information; or (d) Information independently developed by Recipient or its Representatives.
2. **USE/NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.** Recipient agrees to use the Confidential Information solely for the purpose of determining whether Recipient is interested in negotiating with Seller with respect to Recipient purchasing assets of the Seller or effectuating some other contractual relationship with Seller or its shareholders. Recipient shall not use the Confidential Information in any other way or for any other purpose.
3. **OBLIGATION OF CONFIDENTIALITY.** Recipient agrees that the Confidential Information will be (a) disclosed only to Recipient's directors, employees, officers, lenders, partners, agents, attorneys and accountants (collectively, "Representatives") of Recipient who have a need to know the information consistent with the purposes for the disclosure of the Confidential Information to Recipient, and (b) safeguarded from disclosure to third parties in the same manner as Recipient safeguards its own confidential information that it does not wish to disclose, publish, or disseminate. Before disclosure to any of the above-named persons, Recipient will have the above-named persons agree to treat information in accordance with the terms of this Agreement. Recipient and its Representatives may disclose information to the extent requested pursuant to any legal, regulatory or supervisory process or to the extent required by law; however, prior to any such disclosure

Recipient must, to the extent practicable and permissible by law, give the Seller prompt notice of such request and shall make a reasonable effort to obtain a protective order to maintain such non-disclosure.

4. APPLICABLE LAW / JURISDICTION. This Agreement shall be governed by federal law, and, to the extent that state law would apply under applicable federal law, the laws of the State of Indiana.
5. PARTIES BOUND AND ASSIGNMENT. Neither party may assign its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
6. AUTHORITY TO EXECUTE. The individual executing this Agreement on behalf of the respective parties hereto represents and warrants that such person is duly authorized to execute and deliver this Agreement on behalf of the respective parties and that this Agreement is binding upon the respective party hereto in accordance with its terms.
7. TERM. Notwithstanding anything to the contrary in this Agreement, the obligations of the parties under this Agreement shall expire no later than two (2) years from the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**RECIPIENT**

\_\_\_\_\_  
**Name Printed**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Name**