



Legacy  
Properties

Sotheby's  
INTERNATIONAL REALTY

## Confidentiality and Qualification Agreement

**Legacy Properties Sotheby's International Realty, (hereafter referred to as broker) agrees to furnish information regarding the business, financial condition, assets, and operations etc. The James Place Inn, Freeport, ME  
To: Broker**

**In consideration of obtaining the proprietary information I/we hereby agree:**

1. That all proprietary information furnished by Legacy Properties Sotheby's International Realty will be deemed confidential, and I/we acknowledge that disclosure to others could be damaging to the business.
2. Not to disclose any information regarding the business to any other person who has not also signed and dated this agreement with copy provided to Legacy Properties Sotheby's International Realty, except to secure their advice and counsel, in which case we agree to obtain their agreement to maintain such confidentiality. Information shall include the fact that the business and assets are for sale, plus any other data provided.
3. Not to contact the respective business owner, employees, suppliers or customers, except through broker, or in any way interfere with the contract for services which exists between broker and the business owner. All correspondence, inquiries, and negotiations relating to potential purchase or lease of any business represented by broker will be conducted exclusively through broker.
4. That Legacy Properties Sotheby's International Realty has included, in the proprietary information, certain information which is considered to be relevant for the purpose of my/our investigation of the proposed transaction, and that Legacy Properties Sotheby's International Realty makes no representations or warranties of accuracy or completeness, and further, I/we agree to hold Legacy Properties Sotheby's International Realty harmless from all claims, losses and damages related to the business.
5. In addition, understand that if I/we fail to abide to the terms and conditions of this agreement, that actual damages may be incurred to the business or broker, which would be determined by a court of law.

6. That if I/we determine that I/we do not wish to pursue the proposed transaction, I/we will promptly advise Legacy Properties Sotheby's International Realty of this fact and I/we will deliver to Legacy Properties Sotheby's International Realty all the proprietary information provided to us without retaining copies, summaries, analyses or extracts thereof.
7. In addition, represent to Legacy Properties Sotheby's International Realty and the business owners that I/we are qualified to purchase the subject property and, if necessary, have consulted with the appropriate financial professionals to establish this fact.
8. That I/we have received a copy of this agreement and that a copy will be provided to the sellers.

John I McCarthy

<b>Listing Broker's Name (print)</b>	<b>Seller Broker's Signature</b>	<b>Date</b>
<b>Buyer Broker's Name (print)</b>	<b>Buyer Broker's Signature</b>	<b>Date</b>
<b>Prospective Buyer Name (print)</b>	<b>Prospective Buyer Signature</b>	<b>Date</b>
<b>Prospective Buyer Address</b>	<b>Telephone</b>	<b>email address</b>
<b>Prospective Buyer 2 Name (print)</b>	<b>Prospective Buyer Signature</b>	<b>Date</b>
<b>Prospective Buyer 2 Address</b>	<b>Telephone</b>	<b>email address</b>