CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the date hereinafter set forth by F**ocus Holdings, Inc.,** (hereinafter referred to as, 'Seller") and the person(s) designated as the Reviewer on the signature page hereof (the "Reviewer").

WHEREAS, Ohio Real Estate Auctions, LLC ("Auction Company") is soliciting bidders to purchase the real property more particularly described as **4585 Medina Road, Akron, OH 44333** (the "Property"); and

WHEREAS, the Reviewer has requested information about the Property; and

WHEREAS, as a condition to furnishing the Reviewer with such requested information, Seller requires that the Reviewer agree to treat such information confidentially as set forth in detail below.

In consideration of the foregoing, the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. All information furnished by Seller or any of its representatives or agents (collectively, the "Confidential Information") to the Reviewer or its directors, officers or employees, or outside attorneys, accountants or financial advisors (collectively, "Representatives") shall not be used for any purpose that is without consent by Seller. The term "Confidential Information" shall be deemed also to include all cash flow information, analyses, compilations, modeling, studies or other documents prepared by the Reviewer or its representatives containing or based in whole or in part on any information furnished by Seller or any of its representatives or agents. Confidential Information may be disclosed only to those who sign their own confidentiality agreement furnished by the Reviewer, and who in the Reviewer's considered judgment, need to know such information for the purpose of assessing the Property. The Reviewer shall direct all of its representatives to keep all such information in the strictest confidence. Any disclosure by a representative shall be deemed made by, and be the responsibility of, the Reviewer.

2. The Reviewer agrees not to communicate with any borrower, guarantor, indemnitor, or the accountant, attorney or representative of any of same, relative to any financials, leases, loans or subject properties.

3. In the event that the Reviewer or its representatives are requested or become legally compelled to disclose any of the Confidential Information or the fact that the Confidential Information has been made available to the Reviewer or that discussions or negotiations between the Reviewer and Seller are taking place, the Reviewer agrees to provide Seller with prompt written notice of such request so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.

4. Upon the request of Seller, the Reviewer shall promptly deliver to Seller all Confidential Information furnished to the Reviewer, whether furnished before or after the date of this Agreement, without retaining copies thereof. The Reviewer shall destroy any compilations, studies, notes or other documents or records which contain or reflect Confidential Information relating to any financials, leases, loans or subject properties. The obligations of confidentiality and secrecy contained in this Agreement shall continue to apply to the Reviewer and its Representatives and be binding and enforceable upon the Reviewer and its Representatives following the return to Seller of the Confidential Information.

5. Seller shall be entitled to equitable relief, including injunction, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available at law or in equity. If litigation should be necessary to enforce this Agreement, Seller shall be entitled to recover from the Reviewer all costs of such litigation, including reasonable attorneys' fees, in addition to any other relief to which it is entitled.

6. The Reviewer shall indemnify and hold harmless Seller against any and all claims, damages, losses, liability or expenses, including reasonable attorneys' fees that may result as a breach of this Agreement by the Reviewer, or its officers, directors, employees or representatives.

7. This Agreement shall be governed by, and construed in accordance with, the laws of the State where the Property is located.

8. Some information provided to the reviewer may have been provided to the seller by third parties and has not been independently verified by the seller. Seller makes no representation that the third party information provided is complete or accurate and specifically disclaims any warranties, express or implied, relating to any financials, leases, loans or subject properties. The reviewer is solely responsible for conducting its own investigations, inspections and due diligence to determine the condition of the property and its fitness and suitability for a particular purpose prior to submitting any offer for the purchase of any property.

9. All property is offered for sale on an "as·is", "where is", and "with all faults" basis. The seller does not and will not make any express or implied warranty, guarantee, or representation concerning any of the information included in the property information packages or provided by any agent or broker or otherwise related to the property. Any projections, opinions, or assumptions that may be made by seller, its agents or affiliates regarding the property shall not be relied upon by the reviewer. Unless otherwise indicated, personal property, including but not limited to furniture, fixtures and equipment ("ff&e") are included in the sale of this property.

10. All properties will be conveyed by warranty deed, as applicable for the jurisdiction.

Reviewer Name: _____

Company (if applicable): _____

Reviewer Signature: _____

Address: _____

Phone: _____

Email: _____

Date:_____

To receive the requested due diligence materials email this executed document to:

timlileauctioneer@gmail.com