CONFIDENTIALITY AGREEMENT

This will serve to confirm our agreement concerning certain material, data and information (the "Offering Materials") which _____ and _____ and the owner may make available to _____ ("Prospective Purchaser") for study in connections with a possible purchase by Prospective Purchaser of _____ with related improvements, located in the City _____(the "Property").

1. In connection with our discussions, _____ shall provide to the Buyer and their designated representatives, an opportunity to examine the certain confidential records and the Property, as may be reasonably requested by them. In examining the confidential records and Property, Buyer shall act in a manner to prevent disruption to or interference with the activities conducted at the Property and the business of _____

2. All information provided or to be provided by _____, their officers, directors, employees, affiliates and agents, to Buyer, their officers, directors, affiliates and agents in connections with thier evaluation of the Property, whether written or oral, is provided on a strictly confidential basis for the Buyer's use solely in evaluating the possible purchase of the Property and may not be used for any other purpose or disclosed, reproduced or disseminated without the prior written consent of _____ _____by their Director, _____ (except as may be required by law or regulatory or judicial process and except for documents which are recorded in the public records). Buyer agrees to hold in strict confidence all confidential information obtained with respect to the Property. Upon demand by _____at any time, Buyer shall return to _____ all confidential information provided to Buyer without retaining any copies or abstracts thereof. Any unauthorized disclosure or use of the confidential information by Buyer may cause irreparable harm and result in significant damages to _____ and such harm and damages may be difficult to ascertain. Therefore, _____ shall have the right to an immediate injunction against any breach of this letter agreement by Buyer. The provisions of this paragraph shall survive expiration or termination of this letter agreement.

3. Neither party has dealt with any brokers or finders in connection with the proposed transaction. Buyer shall indemnify and hold harmless _____from and against any claims for brokerage commissions or other compensation based upon dealings with Buyer or its affiliates. Buyer will pay any commissions or other compensation due to Broker pursuant to a separate agreement. _____ _____ has an agreement with the owner, and will pay any commission or other compensation required by that agreement.

4. This letter shall be interpreted in accordance with the laws of the State of Ohio and is applicable to agreements made and performed in that state. This letter states the complete agreement between the parties and all prior negotiations and agreements, if any, are merged in this letter. This agreement may not be changed, modified or discharged orally, but only by a written instrument executed by the party against whom enforcement of the change, modification or discharge is sought.

Please indicate your agreement to the foregoing by signing this letter below and returning it to the undersigned. If this letter is not signed by you and returned to the undersigned on or before _____ _____, this letter will be null and void.

_____	_____
BUYER DATE	BUYER DATE
_____	_____
SELLER DATE	SELLER DATE