

Confidentiality Agreement

This Confidentiality Agreement is entered in to this ____ day of _____, 2007, by and between Bridge Partners, Inc. (hereinafter referred to as “Agents”), and _____, his/her agents and/or assigns, whose principal business address is _____, (hereinafter referred to as “Client”).

RECITALS

WHEREAS, Agents agree to furnish Client certain confidential information relating to practices and other proprietary information (hereinafter referred to as the “Confidential Information”), for the purpose of Client’s evaluation of the possibility of acquiring any and/or investing in the businesses or real estate (the “Opportunities”); and

WHEREAS, Client agrees to review, examine, inspect or obtain the Confidential Information only for the purpose of assessing the Opportunities, and to otherwise hold such Confidential Information pursuant to the terms of this Agreement;

NOW THEREFORE, in consideration of their mutual covenants contained herein, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Disclosure of Confidential Information.** Agents shall furnish to Client and/or Client’s selected agents, the Confidential Information regarding the Opportunities, including, without limitation, confidential financial information on certain real properties. Further, Agents may make arrangements for Client to visually inspect the properties, on the following conditions:
 - (a) Client and its agents agree to hold the Confidential Information received as confidential or proprietary information or trade secrets (the “information”) in trust and confidence, and agrees that it shall be used only for the contemplated purpose, shall not be used for any other purpose or disclosed to any third party. Client shall not attempt to obtain any other information related to any Opportunities, without the expressed written consent of the Agents.
 - (b) All correspondence and questions from Client regarding the Confidential Information shall be made to Bridge Partners, Inc.
 - (c) Client acknowledges that Agents have provided information that has been given to them by the Sellers of the properties or the other Real Estate Agents involved in the transaction. While deemed reliable, Agents cannot guarantee the accuracy of the information. Therefore, Client acknowledges that he/she will assume total responsibility for the proper due diligence to verify the accuracy of the information provided.

- (d) Client acknowledges that Agents are the proximate cause of Client having the opportunity to review the Information for any property introduced to Client by the Agents. Therefore, in the event that Client were to successfully conclude a transaction on any of the aforementioned properties, within one year from the date of this agreement. Client agrees to pay Agents a fee equal to two and one-half percent (2-1/2%) of the consideration/purchase price paid for such property, which consideration/purchase price will include, without limitation, any debt assumed or to which a property is subject.
2. **Restricted Use.** Client agrees that the Confidential Information will not be used in any way that is detrimental to Agents, and will be kept strictly confidential by Client and its representatives; provided, however, that any of the Confidential Information may be disclosed to the representatives of Client who need to know such information for a business purpose, it being understood and agreed that such representative shall be informed by Client of the confidential nature of the Confidential Information and shall be directed by Client to treat such information confidentially, within the parameters set forth in this Agreement. Client agrees that it will make use of the Confidential Information only for the purpose contemplated by this Agreement, and will not use the Confidential Information for the purpose of competing with Agents or otherwise for its benefit at any time in the future. Client agrees that it will not knowingly permit or facilitate such use by any other person or entity without the express prior written consent of Agents.
3. **Representative.** For purposes of this Agreement, a representative means an officer or employee of Client, parent, brother/sister, or affiliated company, or a law firm, public accounting firm, or other entity or person (and their employees) who, in the good faith judgment of Client needs to have access to some or all of the Confidential Information; provided, however, such representative agrees to be bound by the terms and conditions of this Agreement and the representative agrees to be jointly and severally liable with Client to Agents for any breach thereof.
4. **Disclosure of Discussions.** Without the prior written consent of Agents, Client will not, and will direct its representatives not to, disclose to any person or entity the fact that discussions or negotiations may take place or are taking place concerning a possible transaction between Client and Agents or that it has a business relationship with Agents.
5. **Return of Confidential Information.** At the request of Agents, Client shall promptly return to Agents all written material containing or reflecting any information contained in the Confidential Information (whether prepared by Agents or otherwise); Client, its employees and its representatives, will not retain any copies, extracts, compilations or other representations or reproductions of

the Confidential Information, in whole or in part. Client shall thereupon promptly deliver to Agents or destroy all documents, memoranda, notes or other writings prepared by or on behalf of Client, based on the Confidential Information.

6. **Injunctive Relief.** Client acknowledges that the remedy at law for any breach by it of the terms of this Agreement shall be inadequate and that the damages resulting from such breach are not readily susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Client of the terms of this Agreement, Agents shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing herein shall be construed as prohibiting Agents from pursuing any other remedies available to Agents for such breach or threatened breach, including the recovery of damages from Client. Client further represents that it understands and agrees that the provisions of this Agreement shall be strictly enforced and construed against it. In the event the Client violates any legally enforceable provision of this Agreement for which there is a specific time period during which the Client is prohibited from taking certain actions or from engaging in certain activities, as set forth in such provision, then, in such event, such violation shall toll the running of such time period from the date of such violation until such violation ceases.
7. **Non-Waiver.** No failure or delay by Agents in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
8. **Production of Confidential Information.** In the event that Client is required by law to disclose any of the Confidential Information, it is agreed that Client will provide Agents with prompt notice of such request so that Agents may take such action as Agents shall deem appropriate, including, without limitation, timely seeking an appropriate protective order and/or waive compliance with the provision of this Agreement.
9. **Condition of Property.** Client agrees that Agent is not authorized to make any statements, observations or representations regarding the fitness, condition or use of any property and that Client will rely solely upon its or its agents investigation in determining whether a property is suitable for purchase.
10. **Due Diligence Documentation.** Client acknowledges that Agent may from time to time provide to Client certain information or documentation regarding the Opportunities. Client acknowledges and agrees that Agent is not making any representations or warranties regarding the accuracy of such information or documentation, nor is Agent responsible for independent verification of such information or documentation, and that Client is solely responsible for investigating and confirming that such information or documentation is accurate.

Further, Client acknowledges that any summaries, reports or the like prepared by Agent are made solely from information which Agent has obtained from a property owner or such owner's agents, and Agent has no liability or responsibility with respect thereto.

- 11. Ohio Law.** This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have caused their names to be affixed hereto on the month, day and year hereinabove written.

Client

Client

d.b.a.: _____

Its: _____

Its: _____

Date _____