

Signature Associates
7150 Granite Circle, Suite 200
Toledo, Ohio 43617

CONFIDENTIALITY AGREEMENT

In connection with your possible acquisition of the building (real estate only), Signature Associates will furnish to you information regarding the real estate, land and premises information of the Property. In consideration of obtaining the Proprietary Information, you hereby agree as follows:

1. All Proprietary Information furnished by us or the Seller to you will be deemed confidential. The term Proprietary Information does not include any information which is, or becomes, generally available to the public. For the purpose of this agreement, Proprietary Information shall include, without limitation, all preliminary surveys, Phase I Environmental Site Assessment and surveys and property condition reports Seller has in its possession.
2. Unless we otherwise agree in writing, you will not disclose or reveal any Proprietary Information for three (3) years from the date hereof to any person or entities other than your employees or your representatives actively and directly participating in the evaluation of the information for any purpose other than in connection with the proposed transaction. In addition, you agree not to duplicate the forms for the same time period.

You also agree not to discuss the sale of the property with anyone (other than the persons mentioned previously) and further initiate or maintain contact with any officer, director or employee of the Seller regarding the Seller's, operations, prospects or finances except with the permission of the Seller and will direct and cause your representatives not to initiate or maintain such contact. **Further, if you or your authorized representatives tour, inspect and/or visit any of the locations of Seller you or your authorized representative will not have any communications with location employees other than as a customer of the location.** All (i) communications regarding this possible transaction, (ii) requests for additional information, (iii) requests for facility tour or management meetings, and (iv) discussions or questions regarding this transaction, will be submitted or directed only to Signature Associates.

3. If you determine that you do not wish to pursue the possible acquisition, you will promptly advise us of this fact and will deliver to us all of the Proprietary Information furnished to you without retaining copies, summaries, analyses or extracts thereof.
4. Although you understand that we and the Seller have included in the Proprietary Information certain information which we consider to be relevant for the purpose of your investigation of the possible acquisition, we do not make any representation or warranty as to its accuracy or completeness. You hereby agree to indemnify and hold harmless Signature Associates and the Seller for any damages or losses that any of them may sustain resulting from the failure by you or your Authorized Representatives to comply fully with this Agreement. Since it may prove difficult to determine damages in the event a breach of this Agreement should occur, the Seller reserves the right to seek immediate injunctive relief in the proper judicial forum and, if such relief is obtained, you will be responsible for the Seller's attorney's fees in obtaining such injunctive relief.
5. You will not contact Seller without written permission of listing broker(s).

The respective obligations of the parties under this Agreement shall survive for a period of three years following the date hereof.

This letter is for the benefit of the Seller and its stockholders, whose rights are being protected herein, and those parties may enforce the terms of this Agreement as if they were a direct party to this Agreement. This Agreement and all proceedings with respect to the subject matter hereof shall be governed and construed in accordance with the laws of the State of Ohio, without reference to its conflicts of laws principles.

If you are in agreement with the foregoing, please complete this form and indicate your acceptance in the space below.

Agreed to and accepted:

Date

Date

Signature

Signature

Title

Title