

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is dated as of this ____ day of _____, 20____, and made by _____ ("Potential Purchaser") for the benefit of Inland Products Inc and 800 Frank Road LLC, an Ohio limited liability company (together with its Affiliates, "Company"), in connection with discussions between Company and Potential Purchaser (collectively, the "Discussions") relating to the possible sale of PIDs: 570-145444-00, 570-145445-00, 570-234772-00, 570-145446-00, 570-241134-00, 140-007387-00, 140-003945-00, 140-002111-00, and 570-145447-00 (the "Transaction").

This Agreement sets forth the terms of an agreement under which Potential Purchaser will be (or has been) provided with certain written and oral non-public, confidential, proprietary information relating to Company and/or the Transaction. Company is willing to disclose to Potential Purchaser certain confidential information relating to Company and/or the Transaction, provided that Potential Purchaser agrees to certain agreements and commitments as set forth below. Accordingly, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Potential Purchaser agrees as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "Affiliate" of any Person means any Person controlling, controlled by, or under common control with such person or entity. For purposes of the foregoing definition, "control" shall mean the direct or indirect power to direct or cause the direction of the management of a Person, by ownership of equity securities, by contract, or otherwise, and shall be deemed to exist with respect to any entity as to which the Person in question owns 10% or more of the outstanding voting interests.

(b) "Confidential Information" means the information, whether in written or oral form, furnished by Company or any of its Representatives to Potential Purchaser or its Affiliates in connection with the Discussions, including, without limitation, (i) any leases, rent rolls, tenant lists or other documents prepared by Company or any of its Representatives and all supplements or amendments thereto, (ii) all information furnished by Company to Potential Purchaser concerning Company's, its Affiliates' or any joint venture's businesses, finances, financial projections, affairs, operations, plans, secrets, dealings or prospects, including, but not limited to, those relating to the Transaction, or (iii) the terms of any potential transaction between Potential Purchaser and Company, in each case whether furnished by Company or its Affiliates directly or by any of its Representatives, together with all written or electronically stored documentation prepared by either Potential Purchaser or Company or their respective Affiliates and/or Representatives based upon or reflecting, in whole or in part, such information. Notwithstanding the foregoing, the Confidential Information shall not include information which (i) is or becomes generally available to the public other than as a result of disclosure by Potential Purchaser, or its Affiliates or Representatives, or (ii) is or becomes available to Potential Purchaser on a non-confidential basis from a source, other than Company, its Affiliates or Representatives, which source Potential Purchaser believes, after reasonable inquiry, is not prohibited from disclosing such information to the Potential Purchaser by a contractual, legal or fiduciary obligation.

(c) "Person" means any natural person, partnership, corporation, limited liability company, trust, bank, government, governmental unit, and any other entity of any nature whatsoever.

(d) "Representative" means any director, officer, employee, agent, lender, partner or representative, including without limitation any accountant, attorney, or financial advisor, of or to the Potential Purchaser, Company, or their Affiliates.

2. Nondisclosure of Confidential Information. Potential Purchaser agrees that the Confidential Information (i) will be kept confidential, and shall not be disclosed or reproduced, by Potential

Purchaser, and (ii) will not be used other than in connection with the Discussions. Without limiting the foregoing, Potential Purchaser agrees that it shall not solicit or contact any tenant of Company disclosed in the Confidential Information. Potential Purchaser may, however, disclose the Confidential Information to its Affiliates, its Representatives, and Representatives of its Affiliates, but only if such Affiliates or Representatives reasonably need to know such Confidential Information in connection with the Discussions. Potential Purchaser (i) will inform each of such Representatives and Affiliates receiving any Confidential Information of the confidential nature of the Confidential Information and of this Agreement, (ii) will direct such Representatives and Affiliates to treat the Confidential Information confidentially and not to use it other than in connection with the Discussions, and (iii) will be responsible for any improper use of the Confidential Information by such Affiliates and Representatives (including without limitation its Representatives who, subsequent to the first date of disclosure of Confidential Information hereunder, become its former Representatives). Without the prior written consent of Company, except as provided herein, Potential Purchaser will not, and will direct its respective Representatives not to, disclose to any Person (other than its Representatives) (i) that the Confidential Information has been made available to Potential Purchaser, (ii) that the Discussions are taking place, or (iii) any other facts with respect to the Discussions.

3. Notice Preceding Compelled Disclosure. If Potential Purchaser, any of its Affiliates or any Representatives of Potential Purchaser or its Affiliates are requested pursuant to a subpoena or order issued by a court or other governmental authority to disclose any Confidential Information, Potential Purchaser will promptly notify Company. Potential Purchaser will also cooperate, at Company's sole cost and expense, in Company's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. Notwithstanding anything herein to the contrary, if, in the absence of a protective order, Potential Purchaser or any of such Affiliates or Representatives are, in the written opinion of Potential Purchaser's counsel addressed to Company, compelled as a matter of law to disclose the Confidential Information, such party shall be permitted to disclose such Confidential Information to the extent so required or compelled by law; provided, however, such party will advise and consult with Company and its counsel as to such disclosure and the nature and wording of such disclosure, and such party will, at Company's sole cost and expense, use its reasonable best efforts to obtain confidential treatment therefor.

4. Treatment of Confidential Information. As soon as practicable upon Company's written request or upon termination of the Discussions, Potential Purchaser, its Affiliates and their respective Representatives will return to Company, or at Company's option destroy, all Confidential Information which has been provided to any of them. Such destruction (or return) will be confirmed in writing to Company.

5. No Obligation to Enter into Transaction. It is understood that neither this Agreement nor any prior communications between the parties or their Representatives shall constitute or give rise to any obligation on the part of either party to enter into any joint venture or other arrangement.

6. Remedies. Potential Purchaser agrees to indemnify and hold Company and its Representatives harmless from any damages, losses, costs, or liabilities (including legal fees and the costs of enforcing this Agreement) arising out of or resulting from any unauthorized use or disclosure by Potential Purchaser, its Affiliates or their respective Representatives of the Confidential Information in violation of this Agreement which is proven at law or in equity. Potential Purchaser acknowledges that money damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, Company will be entitled to specific performance and injunctive relief as remedies for any violation, in addition to all other remedies available at law or equity. Company shall be entitled to recover reasonable attorneys' fees and costs incurred in the trial court, on appeal, and in enforcing any judgment obtained in connection with any breach of this Agreement which is proven at law or in equity.

7. Assignment of all Rights. Potential Purchaser, for himself and his heirs, does hereby assign to Company all right to any materials and ideas (whether written or oral) developed in connection with the Discussions.

8. General Provisions. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. This Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns, but neither this Agreement nor any right hereunder may be assigned by Potential Purchaser without Company's consent. This Agreement sets forth the entire Agreement of the parties with respect to the subject matter hereof. If any provision of this Agreement shall be held unenforceable, such enforceability shall not affect the enforceability of any other provision hereof. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than Potential Purchaser and Company any rights or remedies under or by reason of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the conflict of laws rules thereof.

9. Potential Purchaser Broker To be recognized as the "Potential Purchaser Broker" and eligible for any commission, the designated broker representing the Potential Purchaser must sign this NDA at the time of its submission. Failure to do so will result in the broker forfeiting any rights to a commission related to this Transaction.

IN WITNESS WHEREOF, Potential Purchaser has caused this Agreement to be duly executed by its duly authorized representative, all effective as of the day and year first written above.

POTENTIAL PURCHASER:

By: _____
Name: _____
Title: _____

Address: _____

Phone: _____

Email: _____

POTENTIAL PURCHASER BROKER:

By: _____
Name: _____
Title: _____

Address: _____

Phone: _____

Email: _____