

WEXFORD COMMERCIAL PROPERTIES

CONFIDENTIALITY AGREEMENT

In consideration of the mutual benefits and possibility of damage in the marketplace, and acknowledging such considerations, and given that WCP HUFFMEISTER VENTURE, LP both directly and through their officers, agents and employees are engaging in discussions with the undersigned, regarding contemplated business transactions and/or sensitive information needs by both parties, the parties have entered into this agreement.

The parties and their representatives involved in these continuing discussions will hold in the strictest of confidence all information received either in written or verbal form from one another. There will be no information given to any outsider by undersigned (outsider being defined as any person, company or entity not directly engaged in the discussions or the possibility of the proposed transactions) without the expressed prior written consent of WCP HUFFMEISTER VENTURE, LP.

Unless and until a transaction has been consummated or information received, the undersigned shall cause their clients, counsel, independent certified public accountants, appraisers, investment bankers, representatives and employees to hold in strict confidence any data or information made available to them using the same standard of care to protect such data or information as is used to protect their own confidential information. If the transaction contemplated by this agreement is not consummated, the undersigned agrees that it shall return, upon request, all written materials and all copies thereof that were supplied or produced and that such knowledge of the information will remain within strict confidence.

During or after the term of this agreement, the undersigned shall not directly or indirectly disclose any information concerning the contemplated business to any outsiders nor shall the parties make use of any proprietary information for their own purposes or for the benefit of any person, firm, corporation or other entity. Proprietary information includes, but is not limited to, property information and other confidential information, drawings, specifications, designs, improvements, development projects, customer lists, billing and other customer information, pricing, costs, product and market information, marketing strategies, computer programs, data and records relating to operations, finance, accounting, sales, personnel and management, financial statements and any other information which is not in the public domain. Any unauthorized use or disclosure of such information shall constitute a material breach hereof and shall cause irreparable harm and loss to the respective party.

If the undersigned shall be served with a subpoena or other official request for information in connection with any judicial or investigatory proceeding, the undersigned shall promptly notify WCP HUFFMEISTER VENTURE, LP of such subpoena or request, so that WCP HUFFMEISTER VENTURE, LP may seek an appropriate protective order, but the undersigned shall be authorized to comply with such subpoena or request.

HEREBY AGREED TO AND ACCEPTED:

By: _____

Address: _____

Name: _____

Company: _____

Phone: _____