

NON-DISCLOSURE AGREEMENT

To: 7209 Chagrin Partners LLC ("Owner") and  
Chagrin Valley Commercial Real Estate LLC, dba CVCRE ("Broker")

From: \_\_\_\_\_ ("Principal")

Re: 7207 Chagrin Rd., Chagrin Falls, Ohio 44023

Principal has requested certain information for the sole purpose of considering whether to pursue the acquisition of the property commonly known 7207 Chagrin Road, Chagrin Falls, Ohio ("Property"). The information to be provided may include an Offering Memorandum, inspection reports, and other information (collectively, the "Documentation"). In consideration of and as a condition of Broker sending the documentation to Principal, Principal itself and for its partners, co-investors, affiliates, subsidiaries, agents, heirs, successors, and assigns, agrees as follows:

1. That no representations or warranties are made by the Owner (except and unless set forth in a written agreement executed by Owner) and that no representations or warranties are made by CVCRE, the exclusive listing agent representing the Owner regarding the Property, including without limitation whether there has been any investigations by Owner or its agents or with respect to any information relating to the Property, including without limitation income, expenses, size, dimensions, soil and engineering characteristics, zoning and other land use matters, the presence or absence of hazardous materials, ADA compliance, and ad valorem taxes.
2. That the Documentation, except such information which is a matter of public record or is provided in sources available to the public, is and shall be treated by Principal as confidential. In consideration of CVCRE's promise to send Principal the Documentation, Principal agrees to hold and treat the Documentation as confidential, that it will not photocopy or otherwise duplicate it, that it will not disclose the Documentation or any of the contents to any other person or entity (except to outside Advisors retained by Principal as necessary, to determine whether or not to purchase the Property) without the prior written authorization of Owner and CVCRE. Principal and \_\_\_\_\_ ("Advisors"), agree that its Advisors shall be bound by the terms of this agreement.
3. That Principal is acting solely as principal for this transaction, and if Principal is represented or elects to be represented by a real estate broker, Principal will compensate said broker, separate and apart from any fees received by CVCRE from the Owner. Principal agrees to indemnify, hold harmless, and defend Owner and CVCRE against any claim of any real estate broker claiming to represent or to have procured Principal for a real estate commission in the event Principal is the purchase of the Property.

By: \_\_\_\_\_  
Principal

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
City, State                      Zip Code

Phone: \_\_\_\_\_