

CNDA

Office/Medical - 17747 Chillicothe Rd., Bainbridge OH (hereinafter "Property")

This agreement is made between the Prospective Buyer and Lee Cleveland, LLC. (hereinafter referred to as "Broker") representing the Seller of the above property for sale (hereinafter referred to as "Owner") regarding release of confidential Information and Materials relevant to the Real Estate (hereinafter referred to as the "Property").

The Potential Buyer agrees the Information and Material, whether supplied by the Broker or Owner, or an analysis, study, compilation, document or record prepared by the Buyer's Representatives, will be used solely for the purpose of evaluating the Property for acquisition and that such Information and Material shall be kept confidential by the Potential Buyer. Should disclosure of any part of the Information or Material to Representatives be required on a need-to-know basis, for the purpose described above, it is understood that the Potential Buyer shall (a) inform each such representative of the confidentiality of the Information; and (b) maintain a list of those persons to whom such Information has been disclosed. This list shall be presented to Owner or Broker upon request.

The Potential Buyer agrees to indemnify Owner from any loss or damage, which Owner may suffer as a result of their breach of the terms and conditions of this Agreement. In the event of a breach or threatened breach of this Agreement, Owner shall be entitled to all remedies at law and equity, including injunctive relief and if Owner prevails in an action against the Potential Buyer, Potential Buyer shall be responsible for all reasonable attorney's fees and costs incurred by Owner in the prosecution of such action.

Neither Owner or Broker or any of their respective officers, employees or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Information or Materials provided and no liability of any kind whatsoever is assumed by Owner or Broker with respect thereto. In addition, the Information and Materials shall not be deemed to represent the current status, operation or financial performance of the Property or give any indication that there has been no change in the affairs of the Property subsequent to the date of preparation of said Information or Materials.

The Potential Buyer is advised to verify all Information and Materials independently and conduct thorough due diligence in evaluating the suitability of the Property for purchase. The Information and Materials is not to be construed as an offer, an expression of intent, an obligation, or as part of any contract or commitment, to sell the Property. Owner reserves the right to make modifications to, amend, delete, or supplement the Information or Materials or to withdraw the Property from consideration at any time, without notice.

Unless a buyer's broker has been registered in writing with the Broker concurrently or prior to execution of this document, the Potential Buyer represents and warrants that it has not had any discussion or dealings regarding the Property with any other broker, finder or agent other than Owner's Broker and hereby agrees that the obligation to pay any such brokerage commission, except for the compensation due to Owner's Broker is an obligation of the Potential Buyer and agrees that it shall not look to Owner for the payment of any such brokerage commission.

Owner expressly reserves the right at Owner's sole, singular, exclusive and arbitrary discretion to reject any or all proposals or expressions of interest in the property by the Potential Buyer and to terminate discussions in connection therewith at any time without notice.

Upon request, the Potential Buyer agrees to return all Information and Materials to the Owner or Broker.

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Agreed to by "Prospective Buyer":

Signature Date Company Name Mobile# E-mail Address

***PLEASE RETURN TO JSTEIGER@LEE-ASSOCIATES.COM**

