



Principal and Broker

CONFIDENTIALITY/INDEMNIFICATION AGREEMENT

**RE: First Merit Bank, 1 East Main St., West Jefferson, Ohio 43162
West Jefferson Retail Center, 93-103 East Main St., West Jefferson, Ohio 43162**

Ladies and Gentlemen:

We have advised you that Colliers International|Greater Columbus Region and United Country Real Estate and Auction Services LLC are acting as agents ("Agents") on behalf of the "Owner", in connection with the sale of the First Merit Bank and West Jefferson Retail Center ("Property").

You have informed us that you, _____ ("Broker"), if applicable, are authorized to act on behalf of ("Principal") _____ and represent that Principal is interested in the possible investment in the Property and has the experience and financial capabilities to undertake a transaction of this magnitude. Therefore, you have requested that the Agents furnish Principal and Broker information concerning the Property. This information may include, without limitation, the offering memorandum prepared by Agents, various papers, documents, legal instruments, studies, brochures, computer output, and other materials including any discussions or Property visitations which are conducted with or by Principal and Broker concerning the Property. (All of the aforementioned information is collectively referred to as "Evaluation Material.") In this connection, we are prepared to consider furnishing the Evaluation Material to Principal and Broker only on the condition that Principal and Broker agree to treat the Evaluation Material confidentially as hereinafter provided. Therefore, as a prerequisite to Agents furnishing this Evaluation Material to Principal and Broker, you hereby agree as follows:

1. All Evaluation Material furnished to Principal and Broker by Agents or Owner will not be used or duplicated by Principal or Broker in any way detrimental to Agents or Owner, or for any purpose other than evaluating a possible investment in the Property by Principal. Therefore, Principal and Broker agree to keep all Evaluation Material (other than information which is a matter of public record or is provided in other sources readily available to the public other than as a result of disclosure by Principal or Broker) strictly confidential; provided; however, that the Evaluation Material may be disclosed to directors, officers, and employees of Principal as well as Broker, and to outside counsel and Principal's accounting firm (all of whom are collectively referred to as "Related Parties") who, in Principal's judgment, need to know such information for the purpose of evaluating a possible investment in the Property. These Related Parties shall be informed by Principal of the confidential nature of such information and shall be directed by Principal to keep all such information in the strictest confidence and to use such information only for the purpose of evaluating a possible investment by Principal. Principal shall keep a record as to the exact location of all Evaluation Materials and all copies thereof. Principal and Broker will promptly, upon the request of Agents or Owner, deliver to Agents or Owner all Evaluation Material furnished to them by Agents or Owner, whether furnished before or after the date of this letter, without retaining copies thereof.
2. Principal and Broker agree not to make any of the Evaluation Material available or disclose any of the contents of the Evaluation Material, or the fact that discussions or negotiations are taking place concerning a possible investment proposal in the Property by Principal, or any of the terms, covenants, conditions, or other facts with respect to any such investment proposal, including the status thereof, to any person other than as permitted by the receding paragraph unless: (i) such person has been identified to Agents and Owner; (ii) Agents and Owner have approved in writing the disclosure of the Evaluation Material to such person;



and (iii) such person has entered into a confidentiality agreement with Agents and Owner, the provisions of such agreement shall be substantially the same as the provisions of this Agreement. The term "person" as used in this Agreement shall be interpreted broadly to include, without limitation, any corporation, partnership, association, individual and limited liability company. Principal and Broker will direct Related Parties to whom Evaluation Material is made available not to make similar disclosures and any such disclosure shall be deemed made by, and be the responsibility of Principal.

3. Although we have endeavored to include in the Evaluation Material information known to us which we believe to be relevant for the purpose of your investigation, Principal understands and acknowledges that neither Agents nor Owner make any representation or warranty as to the accuracy or completeness of the Evaluation Material. The financial information and projections contained in the Evaluation Material, if any, represent estimates based on assumptions considered reasonable under the circumstances although they have not been independently verified by Agents. Agents and Owner make no representations or warranties, expressed or implied, that actual results will conform to such projections. Owner and Agents expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in this Evaluation Material, or omissions from this Evaluation Material, or in any other written or oral communications transmitted or made available to Principal and Broker. Principal and Broker agree that neither Agents nor Owner nor any affiliate of Agents or Owner shall have any liability to Principal and Broker or any of its representatives or Related Parties resulting from its use of or reliance upon the Evaluation Material.
4. Owner and Agents expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to invest in the Property from Principal, Broker or any other person or entity, and/or to terminate discussions with Principal, Broker or any other person or entity at any time with or without notice. Owner shall have no legal commitment or obligation to Principal, Broker, or any other person or entity reviewing the Evaluation Material or making an offer to invest in the Property unless and until such investment in the Property is approved on whatever terms deemed desirable by Owner including the necessary officers and/or Financial Committee of the Board of Directors of Owner, a written agreement for the investment in the Property has been fully executed, delivered and approved by Owner and its legal counsel, any conditions to Owner's obligations hereunder have been satisfied or waived, and any conditions to Principal's obligations thereunder have been fully satisfied in the opinion of Owner.
5. Principal and/or Broker with a listing agent present, will be granted the right to perform site inspections of the Property during regular business hours upon advance notice to Agents or Owner and at the Owner's sole and absolute discretion. Principal acknowledges that the cost and expenses of such access shall be borne solely by Principal. In addition, Principal hereby indemnifies, defends and holds the Owner, Agents and the Property harmless from any and all costs, loss, damages or expenses of any kind or nature arising out of or resulting from such entry and/or activities upon the Property by Broker, Principal, its agents, contractors and/or subcontractors.



- 6. This Agreement shall be governed by, and construed in accordance with, the laws of the State and County in which the Property is located. Any litigation arising out of this Agreement or the transactions contemplated hereby shall be brought in the courts of the State and County in which the Property is located and the parties hereto consent to the venue of such courts.

If you are in agreement with the foregoing, both Principal and Broker should execute and return a copy of this letter to Agent. We will consider forwarding the Evaluation Material to you as soon as we (i) receive the fully executed Confidentiality/Indemnification Agreement, (ii) satisfy ourselves in our sole judgment that the Principal has the experience and financial capability to consummate the contemplated investment transaction (including, if we deem necessary, personal interviews, bank reference investigations, and other appropriate financial disclosure).

ACCEPTED AND AGREED TO:

PRINCIPAL:

BROKER, IF APPLICABLE:

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Telephone Number: _____

Telephone Number: _____

Fax Number: _____

Fax Number: _____

Email Address: _____

Email Address: _____

WWW: _____

WWW: _____

ACCEPTED AND AGREED TO:

Colliers International and/or United Country Real Estate Services and Auction Services

By: _____

Date: _____