

ALTUS GROUP
1401 60th St, SE
Kentwood, MI 49508
Office: (616) 949-5500 Fax: (616) 974-6000
www.altusgroup.net

CONFIDENTIAL INFORMATION AGREEMENT

This Agreement is made by and between Altus Group, of 1401 60th St SE, Kentwood, Michigan 49508 (“**Broker**”) and _____ of

_____ (“**Prospect**”). Any reference to “Prospect” herein also refers to all of Prospect’s affiliates, subsidiaries, officers, directors, shareholders, agents, employees, and advisors (including lawyers and accountants) (the “**Representatives**”).

RECITALS

This Agreement is made with reference to the following facts and circumstances, all of which are true and are incorporated into the Agreement of the parties:

- A. Broker is a Licensed Real Estate Broker Company and Prospect has requested information from Broker about possible business opportunities and/or real estate offerings (the “**Opportunities**”).
- B. Prospect desires to evaluate the Opportunities and, in connection with this purpose, wishes to conduct a Study to analyze factors that will assist Prospect in determining whether to make a binding offer on any or all of such Opportunities (the “**Study**”).
- C. To conduct the Study, Prospect requires Information (as defined in paragraph 2 of this Agreement) possessed by, or available to, Broker.
- D. Broker has agreed to release the Information to Prospect only upon the terms of this Agreement.

AGREEMENT

In consideration of good and valuable consideration, including but not limited to the mutual promises herein, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Confidentiality.** Prospect shall at all times during the term of the Study and thereafter hold any Information in the strictest confidence. Prospect shall not directly or indirectly disclose any Information to any person, firm, or corporation or use any of the Information for any purpose except in the course of conducting the Study as permitted by this Agreement. Prospect further agrees not to utilize, now or at any time in the future, any Information for any purpose other than for the Study, specifically including, without limitation, not utilizing the Information to enter into or engage in competition with any of the Companies, defined below, or to assist or promote any other party(ies) in so doing. The foregoing prohibition against utilizing said Information in competition with the Companies shall remain in effect for five (5) years from the conclusion of the Study and shall be applicable to competition within the presently existing marketing area of each of the relevant Companies.

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2. Information.

(a) “**Information**” shall mean any and all knowledge, materials, and information, in whatever medium (including reproductions) and howsoever obtained, regarding the Opportunities and the existence of the Opportunities (i) that Prospect develops or obtains knowledge of or access to as a result of conducting the Study; or (ii) that Broker or any of the Companies release to Prospect in connection with the Study (including any knowledge conceived, originated, discovered, or developed in whole or in part as a result of the release of such Information).

(b) The Information includes, but is not limited to, the following types of knowledge or similar data (whether or not reduced to writing):

(i) Plans and materials, marketing surveys and plans, purchasing information, price lists, pricing policies, quoting procedures, financial information, products (current and planned), services, customers, processes, procedures, vendors, employees, or other information relating to the manner in which the Companies do business.

(ii) Discoveries, trade secrets, methods of manufacturing, specifications, techniques, inventions, concepts, and ideas, whether patentable or not, including, without limitation, the nature and results of research and development activities, techniques, know-how, and related documents and manuals.

(iii) Any other materials or knowledge related to the services, products, or activities of the Companies that are not generally publicly known.

(iv) Any knowledge described above that Broker or the Companies treat as confidential or proprietary or designate as such.

(v) All notes, analyses, compilations, studies, or other documents relating to any other Information whether prepared by Prospect, the Broker, any Representative, or the Companies (the “**Notes**”).

3. **Remedies and Indemnification.** Prospect agrees to be responsible for any breach of this Agreement by itself and/or its Representatives. Prospect acknowledges that by reason of conducting the Study and having access to the Information, Prospect has access to information that is not generally known and that the Companies have only given to the Broker in strictest confidence. As a result of the unique and sensitive nature of the Information, Prospect acknowledges and agrees that Broker and the Companies will suffer irreparable harm if Prospect fails to comply with any of the obligations under this Agreement and that monetary damages will be inadequate to compensate Broker for any breach. Accordingly, Prospect agrees that Broker, and each of the Companies, shall be entitled, in addition to any other remedies available to Broker and/or the Companies at law or in equity, to injunctive relief to enforce the terms of this Agreement. Prospect agrees to indemnify the Broker and the Companies and hold them harmless from any loss, charge, or expenses (including actual attorneys’ fees) which the Broker and/or the Companies sustain as a result of any breach of this Agreement.

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4. Termination of Study. After completion of the Study, Prospect shall deliver to Broker all Information including but not limited to all Notes, documents, and papers (including diskettes or other media for electronic storage of information) as they relate to any Information that is in the possession or under the control of Prospect, without making copies or summaries of any such Information, provided that in lieu of so delivering Notes prepared by Prospect, Prospect may destroy such Notes and provide Broker with a written certificate by an authorized representative of Prospect as to the fact of such destruction. Notwithstanding the foregoing, if the parties enter into a binding purchase agreement, Prospect may retain such Information. However, the retention of such Information shall be subject to the terms of the purchase agreement.

5. Miscellaneous.

5.1 Prospect acknowledges and agrees that neither this Agreement nor any disclosure hereunder shall affect the ability of the Broker or any of the Companies to allow third parties to also evaluate the Opportunities. Prospect acknowledges and agrees that Broker shall not be under any continuing obligation to provide any Information. Prospect further agrees not to contact any of the Companies or any representatives of any of the Companies except through Broker.

5.2 With respect to the Information or other information that Prospect acquires hereunder, Prospect agrees that none of such information is provided with any representation or warranty on the part of the Broker or the Companies, express or implied (including without limitation, any representation as to the accuracy or completeness of such information). Accordingly, neither the Broker nor any of Companies shall have any liability to Prospect resulting from the use or selection of any Information, in connection with Prospect's decision to proceed with any of the Opportunities.

5.3 This Agreement cannot be modified or terminated except by a writing that is signed by the parties. This Agreement shall inure to the benefit of the parties and shall be binding on their heirs, legal representatives, and permitted assigns. This Agreement shall survive the termination of the Study of the Opportunities.

5.4 This Agreement shall be deemed a contract made under the laws of the State of Michigan and, together with the rights and obligations of the parties hereunder, shall be construed and governed by the laws of such state applicable to contracts executed in and to be performed entirely in such state. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Michigan and of the United States of America located in the City of Grand Rapids for any actions, suits, or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any action, suit, or proceeding relating thereto except in such courts). Each party further irrevocably and unconditionally waives and agrees not to plead or claim in any such court any objection to venue or that such court is an inconvenient forum.

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5.5 The companies being marketed by Broker and that are mentioned or referred to within the Information (the “**Companies**”) are intended third party beneficiaries of this Agreement. The Prospect desires to entice the Companies to release the Information to allow Prospect to evaluate the Opportunities, and, as such, the Prospect and the Broker hereby agree that each of the Companies may enforce each and every right of the Broker under this Agreement pursuant to MCL 600.1405.

5.6 The Prospect acknowledges that Broker has advised that Prospect review this and all matters regarding the Opportunities with legal counsel.

BROKER: Altus Group

By: _____

Its: _____

PROSPECT:

Date: _____

By: _____

Its: _____

Please print name Title Company

Address: Street City State Zip

Daytime Phone # Evening Phone # FAX # Email

Area of Interest: _____

Initials