

GRUBB & ELLIS CO.
1350 Euclid Avenue
Cleveland, OH 44115
Tel. 216.861.3040 - Fax 216.453.3093
Attn: *Bob Nosal, Terry Coyne or Jeffrey Cristal*

PRINCIPAL CONFIDENTIALITY AGREEMENT

Oakwood Country Club, 1516 Warrensville Center Road, Cleveland Heights & South Euclid, Ohio

The undersigned hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Property and agrees that it will not look to the Owner or the Owner's Agent, or any of their agents or affiliates for any fees or commissions in connection with the sale of the Property.

Seller will be responsible for any commission due by Agent's designated team (Terry Coyne, Jeffrey Cristal and Robert Nosal) in connection with a sale of the Property. Each prospective purchaser will be responsible for any claims for commissions by any other broker or agent in connection with a sale of the Property if such claims arise from acts of such prospective purchaser or its broker/agent.

The Owner's Agent has available for review certain information ("Confidential Information") concerning the business and affairs of the Owner. On behalf of the Owner, the Owner's Agent may make such Confidential Information available to the undersigned upon execution of this Confidentiality Statement. The Confidential Information is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Property. This is neither an agreement to sell the Property nor an offer of sale. No agreement binding upon the Owner of the Property, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner enters into a formal binding agreement of sale in form and substance satisfactory to Owner in its absolute discretion. Neither Owner's Agent nor any other person or entity has any authority to enter into any agreement on behalf of Owner. Without limiting the foregoing, in no event shall Owner be obligated to sell the Property based upon any verbal agreement or any course of dealing by Owner, Owner's Agent or any of their agents or affiliates.

The Confidential Information contains information pertaining to the business and affairs of the Owner, and has been prepared by the Owner. It does not purport to be all-inclusive or to contain all the information which a prospective purchaser may require or desire. The Confidential Information is being provided without any warranty, expressed or implied, as to its accuracy or completeness.

By executing this Confidentiality Statement you agree that the Confidential Information provided is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone to disclose the Confidential Information to any person, firm or entity without prior written authorization of the Owner and the Owner's Agent, except that the information may be disclosed to your partners, employees, legal counsel and lenders ("Related Parties") in connection with your evaluation of the Property, provided that: (a) the Related Parties shall be given a copy of, and shall be bound by, the terms of this Agreement; and (b) you and the Related Parties shall be jointly and severally responsible for any breach by the Related Parties of the terms of this Agreement. Notwithstanding the foregoing, upon written notice to Owner and Owner's Agent, you may disclose the Confidential Information to the extent that you are required to do so by court order. Owner expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice. This agreement shall be binding on your successors and assigns and shall expire after three years. If you do not wish to pursue acquisition negotiations, or if Owner, in its absolute discretion, elects to terminate discussions with you, you hereby agree to promptly return the Confidential Information to the Owner's Agent without retaining copies thereof. You are entering into this Agreement for the benefit of Owner. If you breach any provision of this Agreement, Owner may, in its sole discretion, exercise any or all legal or equitable rights or remedies to which Owner is entitled on account of your breach. Owner shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance. You acknowledge that remedies at law are inadequate to protect against any actual or threatened breach of this Agreement and that, without prejudice to any other rights or remedies otherwise available to Owner, Owner shall be entitled to injunctive relief in the event of any actual or threatened breach of this Agreement by you.

If in agreement with the foregoing, please return an original signed copy to Grubb & Ellis (attention: Bob Nosal or Terry Coyne).

ACCEPTED AND AGREED TO

THIS _____ DAY OF _____, 2010

Signature: _____

Name (Printed): _____

Title: _____

Company: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____