

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2012, by and between _____ an Ohio professional firm (hereinafter “_____”) and Midwest Exchange Company, Inc. (EXCHANGE COOP) and Strategic Property Exchanges, LLC (hereinafter “Manager”), collectively hereinafter referred to as (the “Party”).

WHEREAS, in exploring a potential business relationship between the above mentioned parties, and in carrying out such business relationship, each Party finds it necessary to divulge unique and confidential information;

WHEREAS, such information is considered confidential by each Party, is not available to the public, and the disclosure of this information to any other person or entity will result in irreparable harm to each Party;

WHEREAS, in exploring a potential business relationship between the above mentioned parties, and in carrying out such business relationship, Manager finds it necessary to divulge unique and confidential information, as more fully defined below, in connection with the 1031 exchange business;

WHEREAS, such information is considered confidential by Manager, is not available to the public, and the disclosure of this information to any other person or entity will result in irreparable harm to Manager; and

WHEREAS, the Each Party desires additional information regarding Manager’s services in order to decide whether to enter into a business relationship with Manager;

NOW THEREFORE, the Parties agree as follows:

Section 1.01. Confidential Information.

1.01(a). Confidential Information shall consist of any and all information provided by either Party regarding financial information, business plans, tax strategies, organizational information, provided however, that as used in this Agreement, Confidential Information shall not include information which: has become generally known by or made available to the public; was independently ascertained by Manager using Each Party’s disclosed information; was known to Manager prior to entering into this Agreement; or was specifically authorized for release by Each Party in writing.

1.01(b). Confidential Information shall also consist of, without limitation, whether or not reduced to writing, and whether or not owned by Manager or another entity, any and all trade secrets, inventions, proposals, tapes, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, research and development procedures and test results, marketing techniques and materials and plans, price and discount lists, pricing policies, business plans, customer and vendor identities and agreements, customer lists, prospect lists and employee files provided to Each Party by Manager.

Section 2.01. Acknowledgement.

2.01(a). Each Party and Manager acknowledges that, upon execution of this Agreement and solely by reason of their mutual explorations into a business relationship, Manager and Each Party will come into possession of, have knowledge of or contribute to the Confidential Information of one and another.

2.01(b). Each Party and Manager understand that one another sell their products and services at various points throughout the United States and that, in order to protect their businesses, competitive positions and goodwill, Each Party and Manager must maintain and preserve all of the Confidential Information and knowledge of that Information as unavailable to Each Party's and Manager's competitors, the industry or industries in which the Each Party or Manager does business, and the general public.

Section. 2.02. Non-Disclosure.

2.02(a). Manager and Each Party agree and acknowledge to refrain from any misappropriation of trade secrets as defined in O.R.C. § 1333.61 and from improper revelation of other confidential information as prohibited by O.R.C. § 1333.81.

2.02(b). Manager and Each Party agree and acknowledge they shall, at all times, hold the Confidential Information as secret.

2.02(c). Manager and Each Party shall neither directly nor indirectly cause or permit the exploitation, copying or summarizing of any of the Confidential Information, except in the performance of Manager's and Each Party's duties for one another or as otherwise directed by one another.

2.02(d). During the term of this Agreement and after termination of this Agreement or any other agreement between them with or without cause, Manager and Each Party shall not, directly or indirectly, individually or in combination or association with any other person or entity, divulge or disclose to any third party any of the Confidential Information without, in each instance, the prior written consent of the Each Party and Manager.

2.02(e). Upon termination of any service agreement between the Each Party and Manager with or without cause, Manager and Each Party shall immediately deliver or cause to be delivered to one another all of the Confidential Information in one another's possession or control including, without limitation, originals or copies of books, catalogs, sales brochures, customer lists, prospect lists, price lists, employee manuals, operations manuals, scripts and other documents reflecting or referencing the Confidential Information, as well as all of the materials furnished to or acquired by Manager or Each Party as a result of or during the course of any such service agreement between the Each Party and Manager.

Section 2.03. Additional Restrictions. Confidential Information which is given to Manager shall be used solely for the purpose of preparing the business proposal for Each Party and in undertaking services on Each Party's behalf. Confidential Information which is given to Each Party shall be used solely for the



purpose of determining whether or not to enter into a service agreement with Manager and in undertaking services pursuant to any such service agreement.

Section 3.01. Term. The restrictions and limitations upon disclosure of Confidential Information shall not terminate upon the conclusion of the evaluation of the business proposal or the conclusion of any service agreement between the Each Party and Manager, but shall continue until such time as Each Party and Manager waive the same in writing.

Section 4.01. Damages. In the event any Party fails to comply with any of the terms of this Agreement, Each Party may, in addition to any other rights and remedies available to it, seek enforcement of the terms hereof by court injunction. In the event Each Party fails to comply with any of the terms contained in Sections 2.01, 2.02, and/or 2.03 of this Agreement, Manager shall be entitled to \$500,000.00 of liquidated damages. Such liquidated damages shall not limit Manager’s additional damages available to Manager under federal, state or local law, but shall be in addition to said damages, including, without limitation, injunctive relief.

Section 5.01. Entire Agreement. This instrument contains the entire Agreement between the Parties with respect to the transaction contemplated in this Agreement.

Section 6.01. Amendments. This Agreement may be amended, in whole or part, by the written agreement of both parties.

Section 7.01. Assignability. This Agreement shall be binding on the Parties hereto, and their respective successors, assign, and legal representatives.

Section 8.01. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

IN WITNESS WHEREOF, the Parties have executed this Agreement on 31st day of January 2012.

[Please print and sign Agreement, and send back to Strategic Property Exchanges, LLC by e-mail (Tina@spe1031.com, fax (513-412-3482) or postal mail (11353 Reed Hartman Hwy., Suite 300 Cincinnati, OH 45241)].

Manager:

Each Party:

Stephen L. Robison
Manager Property Exchanges, LLC

By: Stephen L. Robison

By:

Title: Manager

Title: Authorized Party