

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is executed this _____ day of _____ by and between _____, a _____ with its principal place of business at _____, ("Deliverer") and **MCM Capital Advisors II, LLC**, an Ohio Limited Liability Company with its principal address at 25201 Chagrin Blvd., Suite 360, Cleveland, Ohio 44122 ("Recipient").

RECITALS:

A. Deliverer and Recipient are investigating the possibility of a business transaction between them (the "Transaction").

B. In order to properly evaluate the Transaction, Recipient has asked Deliverer for access to certain information regarding the business of Deliverer which Deliverer considers to be confidential or proprietary information.

C. Deliverer is willing to disclose such confidential and proprietary information to Recipient and Recipient is willing to receive such information, upon the terms and conditions of this Agreement.

ACCORDINGLY, the parties agree as follows:

1. Confidential Information.

(a) "Confidential Information" shall mean all information disclosed by Deliverer or obtained by Recipient from or on behalf of Deliverer which relates to any one or more of the following: the financial or business conditions of Deliverer, its processes of manufacture, the design or technology behind the equipment and/or products it manufactures, its research or development efforts, the identity of its customers or suppliers, the specifications under which it operates, or its performance of such specifications.

(b) Any information provided pursuant to the terms of this Agreement shall be deemed to be Confidential Information (except as set forth in paragraph 7 below) and Deliverer's proprietary information and trade secrets, whether or not any portion of it is validly copyrighted or patented.

2. Disclosure of Confidential Information. Deliverer will provide to Recipient such information as is reasonably necessary for Recipient in its evaluation of the Transaction.

3. No Right or License. No right or license under any patents, patent applications or technology which Deliverer (or third party licensors to Deliverer) may now or hereafter own or control will be deemed granted by Deliverer's disclosure of any of the Confidential Information.

4. Confidentiality.

(a) Recipient agrees to receive and hold the Confidential Information in confidence and to take all reasonable and necessary steps to guard against the unauthorized dissemination or disclosure of any of the Confidential Information. Recipient agrees that it will not provide or make any of the Confidential Information available to any employee, officer, director, attorney, accountant, professional advisor, or other representative (each such person is referred to hereinafter individually as a "Representative" and all such persons are referred to collectively hereinafter as the "Representatives") not requiring such information for the execution of his or her assigned duties in connection with the Transaction or the evaluation thereof. To this end, Recipient agrees to acquaint each Representative with the confidentiality provisions of this Agreement and to only disclose Confidential Information to him/her if such Representative acknowledges his/her understanding of and agreement to be bound by the terms of this Agreement. Recipient agrees to be responsible for any breach of this Agreement committed by his/its Representatives.

(b) Recipient agrees that it will not disclose, give, sell, license, lease, or otherwise make available any of the Confidential Information to any third person, organization or entity.

(c) Recipient agrees that neither it nor its Representatives will use or copy any of the Confidential Information for any purpose other than for the purpose of evaluating the Transaction, and that neither Recipient nor any of its Representatives shall use any of the Confidential Information for its own commercial or economic benefit.

5. Term. Recipient's obligations under this Agreement to protect the confidentiality of and not to disclose Confidential Information shall terminate two (2) years after the date of the last disclosure of Confidential Information pursuant to this Agreement.

6. Documents. All written documents of any nature furnished by Deliverer under this Agreement and all copies, extracts and other reproductions thereof, including copies in the possession of Recipient's Representatives, are and shall remain the property of Deliverer and shall be returned to Deliverer, or destroyed at Deliverer's option, immediately after receipt of Deliverer's request. Recipient shall deliver to Deliverer, or destroy at Deliverer's option, all documents, memoranda, notes, studies, analysis, compilations and other writings prepared by its Representatives based on Confidential Information, immediately after receipt of Deliverer's request. An officer of Recipient shall provide Deliverer with a written certification of the delivery of all such documents to Deliverer or of such destruction, upon receipt of a request therefor.

7. Exceptions To Confidentiality. The parties understand and agree that any Confidential Information shall not be considered confidential if Recipient can show that such information: (a) was at the time of disclosure, as shown by written records, already in the possession of Recipient, provided that it was not directly or indirectly obtained from Deliverer and was not received by Recipient from a third party under conditions which imposed an obligation of confidence upon such party, (b) was at the time of disclosure, or subsequently became through no act or omission of Recipient, known to the general public, through

publication or otherwise, or (c) was, subsequent to the disclosure, lawfully and independently received by Recipient from a third party, provided that such third party did not obtain it, directly or indirectly, under conditions which imposed an obligation of confidence on such third party.

8. No Representations or Warranty. Recipient acknowledges that any and all of the Confidential Information is being provided without representation or warranty, express or implied, as to the accuracy or completeness of any of the Confidential Information, it being further understood that the scope of any representations and warranties are among the items to be negotiated, along with other terms and conditions, in arriving at a mutually acceptable form of definitive agreement with respect to the Transaction.

9. Employees. Recipient acknowledges that, in connection with its evaluation of the Transaction, Recipient will be introduced to and will work with certain employees of Deliverer. In order to induce Deliverer to allow the aforementioned interaction between Recipient and employees of Deliverer, Recipient agrees that, unless the Transaction is consummated, for a period of one year from the date of this Agreement, Recipient will not, directly solicit for employment any current employee of Deliverer. However, no provision of the section will preclude Recipient from hiring an employee provided such hire was through the response of an employee responding to a general search.

10. Equitable Relief. The provisions of this Agreement shall be enforceable by equitable relief. Such equitable relief shall be in addition to and not exclusive of any other relief to which Deliverer may be entitled.

11. Notices. All notices, requests, demands, applications, services of process, and other communications which are required to be or may be given under this Agreement shall be deemed to have been duly given if sent by facsimile transmission, or personally delivered, or mailed via certified first class mail, postage prepaid, return receipt requested, to the parties hereto at the address set forth in the first paragraph of this Agreement, or to such other address as a party shall furnish to the other by notice given in accordance with this section.

12. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement constitutes the entire agreement between Deliverer and Recipient regarding the treatment of Confidential Information. This Agreement may be waived, amended, or modified only by an instrument in writing signed by the party against which such waiver, amendment or modification is sought to be enforced. Neither party shall be entitled to assign this Agreement without the prior written consent of the other. If any provisions of this Agreement shall for any reason be adjudged to be void, invalid or unenforceable, the remainder of this Agreement shall continue and remain in full force and effect. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original and all of which when taken together shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

By: _____

Its:

MCM Capital Advisors II, LLC

By: _____

Its: Managing Director