

CONFIDENTIALITY and FEE AGREEMENT

The "Prospective Buyer" is soliciting expressions of interest to purchase of the property known XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, located in XXXXXXXXXXXXXXXXXXXX, Florida (the "Property"). We have agreed to afford the Prospective Buyer the opportunity to review certain limited information relating to the Property to determine whether or not whether there is any prospect of a mutually acceptable purchase and sale transaction. This letter (the "Agreement") sets for the terms and conditions which shall govern his review of any such information.

1. Confidential Information. Owner and or Broker(s) will furnish to the Prospective Buyer certain information regarding the Property, including, without limitation, information, set forth in Property disclosure packages delivered to Prospective Buyer (collectively, the "Information"). The following will not constitute Information subject to the terms of this Agreement: (a) information which has become generally available to the public other than as a result of a disclosure by or through Prospective Buyer or its employees or agents; (b) information which was available to Prospective Buyer on a non-confidential basis prior to its disclosure by Owner and or Broker(s) to Prospective Buyer; and (c) information which becomes available to Prospective Buyer from a source not subject, to the best of Prospective Buyer's knowledge, to any prohibition against disclosing such information to Prospective Buyer.
2. Use of Information. (a) Prospective Buyer shall use the Information solely for the purpose of evaluating the possible purchase of the Property. Prospective Buyer will not disclose the Information to any person or entity other than Prospective Buyer's Real Estate firm, if any; officers, employees, legal counsel, accountants and consultants (collectively, the "Disclosure Parties") if an to the extent that Prospective Buyer reasonably determines such parties need to know such Information for the purpose of review and analysis of the Property. None of the Disclosure Parties shall disclose any Information to any party other than another Disclosure Party. Neither Prospective Buyer nor any Disclosure Party will disclose to any person the fact that Owner and or Broker(s) had made the Information available to Prospective Buyer, that discussions or negotiations between Prospective Buyer and Owner are taking place or have taken place concerning a possible transaction with respect to the Property or the status of any of the terms, conditions or other facts with respect to any such possible transaction.
 - (b) Prospective Buyer will return all Information to Owner and or Broker(s) promptly upon Owner and or Broker(s)'s written request (which may be given by Owner and or Broker(s) at any time), provided that any portion of the Information that may be found in analyses, compilations, studies or other documents prepared by or for Prospective Buyer may be held by Prospective Buyer subject to the terms of the confidentiality portion of this Agreement or destroyed.
 - (c) If Prospective Buyer is requested by any regulatory authority or otherwise required by legal process to disclose any Information, Prospective Buyer will notify Owner and or Broker(s) promptly of such request or requirements. Owner and or Broker(s), at its expense, may seek an appropriate protection order or waive Prospective Buyer's compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver, Prospective Buyer, in the good faith option of its counsel, is compelled to disclose Information or suffer any civil criminal liability, Prospective Buyer may disclose such Information to the party compelling such disclosure, provided that Prospective Buyer uses reasonable efforts to preserve the confidentiality of Information.
 - (d) Prospective Buyer is responsible for paying the real estate commission associated with the successful closing of this transaction. The real estate commission is four percent (4%) of the final agreed purchase price, to be paid in cash at closing to broker(s) of record and shared equally between them.
3. Remedies and Indemnification. Prospective Buyer agrees (a) that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by Prospective Buyer or any Disclosure Parties, and (b) that, in addition to all other remedies, Owner shall be entitled to specific performance, and injunctive or other equitable relief, as a remedy for any such breach or threatened breach. Prospective Buyer further agrees to waive, and to use its best efforts to cause any Disclosure Parties to waive any requirements for the securing or posting of any bond in connection with any remedy. The prevailing party in any action or other judicial proceeding arising out of or relating to this Agreement shall be entitled to recover from the non-prevailing party such sums as the court therein may determine to be reasonable attorney's fees and costs. Prospective Buyer will indemnify, defend and hold harmless Owner and Owner and or Broker(s)'s employees and agents from and

against any and all claims, losses, damages and liabilities, and all reasonable costs and expenses (including, without limitation, attorneys' fees), suffered or incurred in connection with any material breach by Prospective Buyer or any Disclosure Party of the provisions of this Agreement.

4. Acknowledgments re: Properties and Review. (a) Prospective Buyer acknowledges and agrees that: (i) Owner and or Broker(s) are not making and has not made any representations or warranties as to the accuracy, completeness or currency of any Information provided to Prospective Buyer; (ii) Prospective Buyer as an independent right and duty to analyze and evaluate the Information and the Property to which the Information pertains and to obtain any additional information which it considers necessary or desirable for the analysis and evaluation of the same; (iii) certain components of the Information were prepared by third parties and Owner and or Broker are not making and have not made any independent evaluation of such Information; (iv) certain of the Information may reflect evaluations or projections of market or economic conditions which are inherently uncertain; and (v) Owner and or Broker(s) shall have no liability hereunder resulting from the use by Prospective Buyer of any of the Information.

(b) Prospective Buyer further acknowledges that: (i) Owner has no obligation to present the Property for Prospective Buyer evaluation on an exclusive basis and that Owner are concurrently soliciting and furnishing the Information to other potential purchasers; (ii) Owner shall have the right, in the exercise of its sole and unqualified discretion, to terminate its solicitation of expressions of interest and any discussions regarding the purchase and sale of the Property and to reject or accept any and all expressions of interest or offers to purchase any or all of the Property - all with or without notice to Prospective Buyer; (iii) Owner shall bear no liability to Prospective Buyer whatsoever or any compensation, fee or expenses incurred by Prospective Buyer in connection with possible sale and purchase of the Property (other than for any fee expressly agreed to within a purchase and sale agreement ultimately executed between the parties) or the review by Prospective Buyer of the Information; (iv) this Agreement does not constitute an offer to sell any or all of the Property, nor even an attempt to define the terms and conditions of any such sale; and (v) neither Owner nor Prospective Buyer shall have any obligation or right with respect to the sale or purchase of any or all of the Property unless Owner and Prospective Buyer execute a definitive and expressly binding purchase agreement.

5. The respective obligations of the parties under this Agreement shall survive for a period of three (3) years following the date hereof.

Agreed and acknowledged by:

Name: _____

Name: Donald Bullock and Jeff Matthew

Title: _____

Title: Brokers

Company: _____

Company: Far Points Group, Inc/Matthew Realty

Address: _____

Address: _____

City, State: _____

City, State: _____

Phone: _____

Phone: 407-221-3036 Phone: 407-927-9997

Signature: _____
(Signature)

Signature: *Donald E. Bullock* , *(Electronic Signature)*

Date:

Date:

Confidentiality Agreement

09/23/11

Page 3

Name: _____

Title: _____

Company: _____

Address: _____

City, State: _____

Phone: _____

Signature: _____

Date:

Name: _____

Title: _____

Company: _____

Address: _____

City, State: _____

Phone: _____

Signature: _____

Date: