

Patrick Berman
Jason Donald
Todd Tolbert
Cushman & Wakefield of Florida, LLC
One Tampa City Center, Suite 3300, Tampa, FL 33602

Return Executed To:
Nicole Thomas
E-mail: Nicole.thomas@cushwake.com

Re: 1310 W. Osceola Parkway, Kissimmee, FL 34741 (the "Property")

This will serve to confirm our agreement concerning certain material, data and information, including, without limitation, an Offering Memorandum and other information located on an online Property Information Document Center (collectively, the "Evaluation Materials"), which you will make available to us for study in connection with a possible purchase by us of the Property.

You are prepared to furnish us with the Evaluation Materials in connection with discussions and negotiations concerning a possible transaction involving the Property upon the condition that we treat such Evaluation Materials confidentially and confirm certain representations to you. Therefore, as a prerequisite to your furnishing to us the Evaluation Materials, we hereby represent and agree as follows:

- 1) *The Evaluation Materials furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal or principal advisor in the transaction, and not as a broker or agent for any other person. Therefore we agree to keep the Evaluation Materials strictly confidential; provided, however, that any such Evaluation Materials may be disclosed to our directors, officers or employees, as well as our counsel, accounting firms and financial institutions, who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such directors, officers, lawyers, financial institutions and accountants ("Permitted Parties") shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence.*

We agree not to copy or duplicate the Evaluation Materials and to return the Evaluation Materials to you promptly if we decide to discontinue discussions or if requested by you. We agree that the owner of the Property, ("Seller"), and Cushman & Wakefield ("C&W") will have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, Seller or C&W will have the right, in addition to any other right Seller or C&W may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms.

- 2) *In addition, we agree that we will not disclose and we will direct our representatives who are given access to the Evaluation Materials in accordance with the terms hereof, not to disclose to any person, the fact that the Evaluation Materials have been made available to us, that discussions or negotiations among us, Seller, and C&W are now taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition of the Property.*
- 3) *Unless Seller has consented in writing in advance, we shall not discuss with any tenant at the Property any fact or circumstance relating to the Property, including without limitation, the tenant's performance at the Property, and the fact that discussions or negotiations may be taking place regarding the Property. We further agree that we shall not interfere with the relationships Seller has with any existing or prospective tenant or mortgagee and agree not to, directly or indirectly, contact or attempt to contact any said tenant or mortgagee either on our own behalf or on anyone else's behalf, without, in each and every instance, first obtaining the prior written consent of Seller.*

If any provision of this agreement is declared void or unenforceable, such provision shall be severed from this agreement, which shall otherwise remain in full force and effect. In the event any suit or other action is commenced to enforce any provision of this agreement, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and costs.

We recognize that any actual or threatened disclosure of Evaluation Materials in violation of this agreement may cause the Seller irreparable injury and that the Seller therefore shall be entitled to injunctive relief, a decree of specific performance or other equitable relief, upon a proper showing of such a violation, without the necessity of demonstrating actual monetary damage and without limiting any other remedies which Seller may have at law or in equity.

- 4) *We agree that neither we, nor the Permitted Parties, will contact the Seller in connection with our reviewing the Evaluation Materials. Any and all questions related to our evaluations must be directed to C&W.*

Although you have endeavored to include in the Evaluation Materials information which you believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither Seller nor C&W have made any representation or warranty to us as to the accuracy or completeness of the Evaluation Materials. We agree that the Seller and C&W shall not have any liability to us as a result of our use of the Evaluation Materials and it is understood that we are expected to perform and are responsible for such due diligence investigations and inspections of the Property, including investigation of any physical or environmental conditions, as we deem necessary or desirable and as permitted by agreement with Seller.

We also represent that no broker or agent represents us or will represent us in any possible transaction involving the Property unless we disclose representation in writing to C&W prior to the receipt of the Evaluation Material and further confirm in writing that our broker or agent shall accept a one and one-half percent (1.50%) cooperating brokerage fee to be paid at closing.



**CUSHMAN &
WAKEFIELD**

OSCEOLA SHOPS

Prospective Purchasing Company Name: _____

Contact Name: _____

Street Address and Suite Number: _____

City, State and Zip Code: _____

Phone Number/Fax Number: _____

E-Mail Address: _____

Authorized Signatory for Company (Print Name): _____

Authorized Signatory for Company (Signature): _____

Acknowledged and Agreed on Date: _____

Brokerage Company Name: _____

Contact Name: _____

Street Address and Suite Number: _____

City, State and Zip Code: _____

Phone Number/Fax Number: _____

E-Mail Address: _____

Authorized Signatory for Company (Print Name): _____

Authorized Signatory for Company (Signature): _____

Acknowledged and Agreed on Date: _____