

CONFIDENTIALITY AGREEMENT

Dated: _____

To: Ty Underwood
Vice President
NAI Brannen Goddard
Fax: 404-816-3939

Re: Gulf Place Town Center
37 Town Center Loop
Santa Rosa Beach, FL 32459

Ladies and Gentlemen:

We have requested that various materials, documents, information and other matters regarding the Properties (“Properties Information”) be delivered and disclosed to us by you. As a condition to, and in consideration of, the delivery and disclosure of the Properties Information by you to us we agree as follows:

1. Confidentiality. We agree to use the Properties Information only for the purpose of evaluating our desire to make an offer to purchase the Property, and not for any other purpose whatsoever. We agree that all of the Properties Information is confidential and that we shall not disclose any of the Properties Information in any manner whatsoever to any person or entity, except to the extent that the Properties Information is (a) generally publicly available through means other than delivery or disclosure by you or your affiliates, or (b) required to be disclosed by law. Promptly after request by you, we shall return all Property Information and all copies thereof to you.

2. Disclaimer and Waiver. We acknowledge that neither you nor any of your representatives makes or have made any representations or warranties regarding the accuracy or completeness of the Properties Information. The Properties Information furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction and not as a broker or agent for any other person.

3. Completeness and Accuracy of Information. This confidential Properties Information does not purport to be all-inclusive or to contain all the information which prospective purchaser may desire. Neither Owner nor NAI Brannen Goddard., nor any of their officers, employees, or agents, make any representation or warranty, expressed or implied, as to the accuracy or completeness of this offering memorandum or any of its contents, and no legal liability is assumed or shall be implied with respect thereto.

4. Payment of Brokerage Commissions. As a further condition of your providing us with the Properties Information for our consideration in connection with a prospective purchase of the Properties, we agree that neither Owner, NAI Brannen Goddard , nor any of their affiliates will be responsible for the payment to us or to any third party representing us of any brokerage commissions of any type whatsoever relating to our purchase of the Properties, unless specifically agreed to in writing. In the absence of such an agreement we agree to be responsible for all such commissions.

THE OWNER EXPRESSLY RESERVES THE RIGHT AT ITS SOLE DISCRETION TO REJECT ANY OR ALL PROPOSALS OR TERMINATE DISCUSSIONS WITH ANY PARTY AT ANY TIME WITH OR WITHOUT NOTICE.

By: _____

Address: _____

Printed Name: _____

Company: _____

Phone: _____

Fax: _____

Email: _____