

CONFIDENTIALITY AGREEMENT

To: **ROSS REALTY GROUP, INC.**
5415 Mariner St., Suite 208
Tampa, FL 33609

Attention: **Elliott M. Ross, CCIM**

Office Ph: 813-755-6700

The undersigned principal and principal's broker, if applicable (collectively, the "Principal") has been advised that Ross Realty Group, Inc. ("RRG") has been retained on an exclusive basis by **Temple Terrace Holdings LLC** (the "Owner") with respect to the offering for sale of **9385 N 56th Street, Temple Terrace, FL 33617** (the "Property"). On behalf of the Owner, RRG may make an "Offering Memorandum" available to Principal upon execution of this Confidentiality Agreement (the "Agreement"). The Offering Memorandum and any and all other evaluation materials delivered to Principal/Agent, including but not limited to rent rolls, leases and financial data are intended solely for Principal's own limited use in considering whether or not to pursue negotiations to acquire the Property. This is not an agreement to sell the Property, nor an offer of sale.

The Offering Memorandum has been prepared by RRG primarily from information supplied by the Owner or the Owner's agents or representatives. It does not purport to be all-inclusive or to contain all the information which a prospective purchaser may desire. Neither RRG nor the Owner make any representation or warranty, express or implied, as to the adequacy, accuracy or completeness of the Offering Memorandum, and no legal liability is assumed or to be implied with respect thereto.

Principal agrees that the Offering Memorandum and evaluation materials provided are confidential, that Principal will hold and treat it in the strictest of confidence, and that Principal will not disclose or permit to anyone else to disclose the information to any person, firm or entity without prior written authorization of the Owner or RRG. The Principal agrees that if it, or its Representatives commits a breach of any of the provisions of this Agreement, the Owner or RRG shall have the right and remedy to institute proceedings to obtain immediate injunctive relief including damages to Owner or RRG for any breach hereof.

Owner expressly reserves the right in its sole discretion to reject any and all proposals or expressions of interest in the Property and to terminate discussions with the Principal or any other party at any time with or without prior notice. Principal hereby agrees to return the original of the requested documentation to RRG within five days of demand by Owner or RRG. Neither Principal, nor any party to which Principal may have provided such Offering Memorandum or any portion thereof, shall make or retain any copies thereof. If in agreement with the foregoing, please return one original signed copy of this Agreement to RRG per name and address shown above.

ACCEPTED AND AGREED

THIS _____ DAY OF _____, 20____

By: _____

PRINCIPAL

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

ACCEPTED AND AGREED

THIS _____ DAY OF _____, 20____

By: _____

Principal's BROKER (if applicable)

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

To receive your Offering Memorandum, please choose one:

_____Hard Copy Only _____Electronic Version Only _____Hard Copy and Electronic Version