

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is effective as of _____, 20__ (the "Effective Date") by and between **Willa Property LLC** a Florida corporation ("Seller"), having an address at 1016 Spring Villas Pt, Winter Springs FL, 32708 ("Seller"), and _____, whose address is _____ (the "Receiving Party"), for good and valuable consideration and on the promises and premises set forth below.

Receiving Party agrees, on behalf of itself and its representatives and agents, that all information Seller or any of its subsidiaries or its or their respective agents furnishes to the Receiving Party or its accountants, counsel, directors, officers, employees, agents or investment bankers (collectively, "Representatives") and all other information hereinafter defined as Review Material shall not be used by the Receiving Party or its Representatives in any way adverse to Seller and such information at all times will be kept confidential; provided, however, that such information may be disclosed to the Receiving Party's Representatives who have a need to know such information for the purpose of evaluating whether the Receiving Party is interested in making an offer to purchase the real property located at 1016 Spring Villas Pt, Winter Springs FL 32708 from which the known as "Geneva Motel" is operated. The Receiving Party will be responsible for any breach of this confidentiality agreement by its Representatives.

Notwithstanding the foregoing, if a Receiving Party or its Representatives are requested or required by legal compulsion such as a subpoena, civil investigative demand or similar process, to disclose any Review Material, the Receiving Party will promptly notify the Seller of such request(s) so that the Seller, at Seller's cost, may seek an appropriate protective order or waive compliance with the provisions of the confidentiality agreement. The Receiving Party will cooperate fully with Seller in seeking any protective order. In the event that such protective order or other remedy is not obtained, or that Seller, in its sole discretion, waives compliance with the provisions of this confidentiality agreement, the Receiving Party will furnish only that portion of the Review Material which it reasonably believes is legally required to be disclosed and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded the Review Material.

The term "Review Material" includes all information furnished to the Receiving Party or its Representatives by Seller, its subsidiaries, or its or their respective agents or representatives and all analyses, compilations, studies, surveys, financial reports, or other material prepared by the Receiving Party or its Representatives containing or based in whole or in part upon such information except for information which (i) is publicly available, (ii) becomes publicly available other than as a result of a disclosure by the Receiving Party or its Representatives, (iii) was known by the Receiving Party or its Representatives prior to disclosure by Seller or its agents or representatives or (iv) becomes available to the Receiving Party from a source other than Seller or its agents or representatives, provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with Seller.

In the case that the purchase and sale transaction does not proceed or is not consummated for any reasons, whatsoever, the Receiving Party will use its best efforts to cause all copies of any summaries or synopses thereof prepared by such Receiving Party or its Representatives to be returned to Seller or destroyed. Optima Real Estate represents the Seller and discloses that commission paid, at closing, to a Buyer's Broker will be calculated at 2% of contract sales price.

No failure or delay by Seller in exercising any right, power or privilege hereunder shall operate as waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right.

The obligation of the Receiving Party to maintain the confidentiality of Seller with respect to the Review Material shall survive the expiration or termination of this Agreement and any purchase and sale agreement entered into by the Receiving Party and Seller.

The construction and meaning of the terms and provisions of this Agreement will be interpreted in accordance with the laws of the State of Florida, and any litigation or alternative dispute resolution relating thereto will be brought in a court of competent jurisdiction in Orlando, Florida. Receiving Party recognizes and acknowledges that a breach by Receiving Party of any of the covenants, agreements or undertakings hereunder with respect to the Review Material will cause Seller irreparable damage, which cannot be readily remedied in monetary damages in an action at law. In the event of any default or breach by Receiving Party which could result in irreparable harm to Seller, or cause some loss or dilution of the good will, reputation or business of Seller, Seller will be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss or dilution, and Receiving Party hereby consents to same without the need of Seller to post bond or other security. If any action is brought to enforce or interpret this Agreement, Seller will recover its reasonable attorney's fees and other costs incurred in that action from Receiving Party, in addition to any and all other relief to which it may be entitled.

This Agreement constitutes the entire agreement with respect to the Review Material disclosed hereby and supersedes all prior or contemporaneous oral or written agreements concerning such information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both Parties.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement, and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals on the same copy.

Agent:

Receiving Party:

By: _____

By: _____

Print Name/Title:

Print Name/Title: _____

Date: _____

Date: _____