

Confidentiality, Non-Circumvent and Non-Disclosure Agreement

This Agreement (the "Agreement") made and entered on this _____ day of _____ 2009 between Condo Metropolis LLC, a licensed Florida real estate brokerage (the "Disclosing Party") and the other party, _____ (the "Recipient"), and jointly referred to here as "the Parties."

1. Recipient is genuinely interested in pursuing a potential business arrangement proposed for discussion with the Disclosing Party. The Parties have as their purpose an interest in exploring potential capital, financial, residential and commercial real estate and real property opportunities but do not intend that any agency or partnership relationship be created between them by this Agreement.

2. The term "The Confidential Information" means and includes but is not limited to, the following: (a) ANY AND ALL INVESTORS, INVESTMENT GROUPS, SYNDICATES, CLUBS, BANKS AND OTHER REAL ESTATE BUYERS ("THE THIRD PARTIES") INTRODUCED OR DISCLOSED TO Recipient; (b) appraisals, title reports, financial statements, plat maps, resumes, programs, program plans and strategies, copyrightable materials and designs; financial performance and projections; (c) proprietary information received or developed under agreements, contracts, or other arrangements between Disclosing Party and third parties; such third party may permit Disclosing Party to disclose this proprietary information to the Recipient, subject to the same provisions as Disclosing Party's own proprietary information; (d) materials describing trade secrets or company-private information including, but not limited to, financial funding sources, customer lists and information; technical information including, but not limited to, program formats, program concepts, (e) such other information as Disclosing Party may deem or designate as Confidential Information; and (f) the terms of this Agreement.

3. Recipient acknowledges and agrees that said information is in all respects of a confidential nature and that any disclosure of the same or use of the same by the Recipient except for the express purpose stated can and will involve harm or damages to the Disclosing Party, its owners and / or proprietors. Recipient, including all employees, associates, its agents, third party consultants and other sources in connection or intending to be legally bound, shall not consult with the Third Parties disclosed by Disclosing Party in any way or form during the subsistence or after termination of this Agreement or at any time without Disclosing Party's prior written consent. Recipient shall not engage in a business relationship directly or indirectly, or represent or consult with the Third Parties in any way or form for the purpose of providing service or securing services substantially similar to the services provided by Disclosing Party without Disclosing Party's written consent and authorization. Recipient's duty is to protect and NOT CIRCUMVENT Disclosing Party / Disclosing Party's information under this Agreement for pecuniary advantage or otherwise. Recipient shall use the Confidential Information only for the purpose of communicating and aiding the acquisition of real estate projects.

4. Recipient agrees that the Confidential Information shall be disclosed to only those people within their respective organizations who have a need to know the information for the better performance of their respective services, duties and obligations to the Recipient, including representatives or advisors of parent or affiliated corporations of the Recipient who may be assisting the Recipient in evaluating the Confidential Information and who shall have agreed in writing to be bound by the terms hereof.

5. The obligations of the above paragraph(s) shall not apply to any information which:

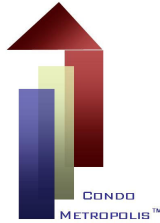
- (a) is already public or becomes available to the public through no breach of this Agreement by the Recipient; or
- (b) was in the Recipient's possession prior to the receipt from the Disclosing Party; or
- (c) is lawfully received independently from a third party who is free to disclose such information to the Recipient;
- (d) or is independently developed by or on behalf of the Recipient without benefit of the disclosed Confidential Information.

In the event of any dispute or difference between the parties as to the means of the Recipient's receipt of Confidential Information, then the onus of providing that such acquisition took place in any circumstances set out in this paragraph 5 shall be on the Recipient.

6. Neither party shall at any time disclose to the other party any information that is confidential or otherwise restricted by reason of any oral, written or implied agreement or other understanding it has with any third party unless specifically authorized by such third party.

Disclosing Party _____ Recipient _____

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7. Recipient shall protect the disclosed Confidential Information to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own Confidential Information of a like nature. Recipient shall have a duty to protect all Confidential Information which (a) is disclosed by Disclosing Party by way of email, fax, verbal, mail, written, or any other form in which pertains to any or all Parties mentioned in this agreement once delivered to the Recipient named in foregoing paragraph above AND (b) in the event the Recipient does not have direct contact with the investor, fund, fund manager, or investment institution,

Recipient shall be held responsible to secure in a like manner with ALL parties involved in the same duties as described in foregoing paragraph above and in this whole agreement.

8. Either party can disclose Confidential Information it has received if it is required to do so by a governmental agency or a court of law having proper jurisdiction. If such a requirement is made, the party required to make such a disclosure shall give the other party reasonable notice to enable the other party to try to protect the confidentiality of the information.

9. Each party shall have the right to refuse to accept any information under this Agreement, and nothing herein shall obligate either party to disclose to or receive from the other party any particular information.

10. Recipient does not acquire any intellectual property rights under this Agreement except the limited right to the use of information as set out in this agreement.

11. Disclosing Party and Recipient acknowledge that this Agreement does not guarantee that any property disclosed by the Disclosing Party to the Recipient as being available for sale shall be sold. Recipient has no obligation under this Agreement to purchase or sell any real estate, service or item disclosed by the Disclosing Party unless written in a separate agreement. Similarly, the Parties hereto shall not be obligated to compensate each other for the simple exchange of information under this Agreement. If a sale should occur as a result of the exchange of information, compensation may be required if noted in a separate written agreement between the Parties

12. Recipient should independently and thoroughly investigate all financial, economic, market, and background data believed relevant in connection with any sale or purchase and similarly each party introduced to Recipient. Recipient assumes sole responsibility to obtain from the introduced party or other third party all information believed necessary to make any decisions regarding any sale, purchase, including information about incentive programs. All research, information, conclusions, and recommendations provided by the Disclosing Party regarding market factors and conditions (including rental rates, HOA dues, and tax rates) are statements based on information provided by the buyer, seller, third party, or are general opinions only.

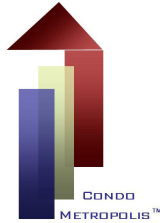
13. All written or other tangible information including, without limitation, plans, drawings, proposals, formats, models, or data disclosed in writing (or other tangible form) by the Disclosing Party to the Recipient in connection with this Agreement shall remain the property of the Disclosing Party at all times. Upon termination of this Agreement, on written request to the Recipient, the Recipient shall return all Confidential Information and copies thereof or certify in writing that it has destroyed the Confidential Information and any and all copies thereof.

14. To the maximum extent permitted by applicable law, the Disclosing Party DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, AND ANY EXPRESS WARRANTY WITH RESPECT TO ANY OF THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER. In no event shall Disclosing Party be liable for any damages whatsoever (including without limitation, damages for the loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use Disclosing Party's product, even if Disclosing Party has been advised of the possibility of such damages.

15. Both Parties hereto agree that they will indemnify and hold each other harmless from all losses, damages, causes of action, and attorneys' fees incurred arising from the breach of this Agreement by the other party.

16. The Parties hereby mutually agree that, in the event any litigation becomes necessary for any reason under the terms of this contract, that venue shall be Orange County Florida Judicial Circuit.

Disclosing Party _____ Recipient _____



17. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. This agreement controls only the Confidential Information which is disclosed from the date of the agreement until otherwise agreed in writing by the Parties or until five (5) years has elapsed, whichever occurs first.
19. The principals and affiliates of Condo Metropolis collectively hold real estate licenses to provide real estate services within the State of Florida, but do not hold any licenses to provide real estate services in any State other than Florida, or legal services in any state and no such representation is made or offered.
20. This Agreement constitutes the sole and entire agreement between the Parties hereto and shall be construed under the laws of Florida and that there are no other agreements, promises or understandings either expressed or implied between the Parties other than the agreements specifically set forth herein. No modification of this Agreement shall be binding unless signed by all Parties to this Agreement. In the event that any portion of this Agreement is found to be unenforceable, said clause shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.
21. Disclosing Party and Recipient agree that facsimile copies of signatures to this Agreement are acceptable and shall bind the Parties to this Agreement.

ACKNOWLEDGEMENT:

By signing below, Recipient agrees that he/she has read, understands, and accepts the terms set forth in this agreement. It is understood that use or disclosure of Confidential Information in violation of this Agreement may result in legal or equitable action by or for the Disclosing Party to enjoin its use or disclosure or recover damages for same.

<p>Recipient:</p> <p>_____ (Company)</p> <p>x:</p>	<p>Disclosing Party:</p> <p>Condo Metropolis, LLC</p> <p>x:</p>
<p>Its:</p>	<p>Its: Broker</p>
<p>Date:</p>	<p>Date:</p>

Disclosing Party _____ Recipient _____