

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

This Confidentiality and Non-Circumvention Agreement (this "**Agreement**") is entered into among Penn-Florida Companies on behalf of itself, its related and affiliated persons and entities ("**Related Parties**") and all directors, officers, members, employees, agents, principals, partners, affiliates and advisors of both Penn-Florida Companies and each Related Party (collectively, the "**Benefitted Parties**"), Avison Young - Florida, LLC ("**AY**"), and the prospective investor, lender, consultant, vendor or other interested party as identified in the signature blocks below and related and affiliated persons and entities (the "**Interested Party**") in connection with the following potential investment and/or transaction, whether directly or indirectly, involving the property or properties identified on **Exhibit A** attached hereto (the "**Property(ies)**"). In consideration of being provided Confidential Information (as hereafter defined), Interested Party agrees as follows:

1. The term "**Confidential Information**" as used herein means, collectively, (i) all information furnished by Benefitted Party regarding the Property, the Property's operation and/or a possible investment or other involvement in the Property by Interested Party (the "**Proposed Transaction**"); (ii) all analyses, notes, summaries or computer files generated by or for Interested Party or its Representatives (as hereafter defined) which are based upon or incorporate the information referred to in clause (i); and (iii) items and terms discussed or negotiated in connection with the Proposed Transaction. Notwithstanding the preceding sentence, "Confidential Information" shall not include information which (a) was in Interested Party's possession prior to the effective date hereof (provided that, to Interested Party's knowledge, the source of the information was not prohibited from transmitting it to Interested Party); (b) is or becomes publicly known, except for any such information that becomes publicly known because of disclosure by Interested Party or its Representative in violation of this Agreement; or (c) subject to the terms herein, is required to be disclosed pursuant to judicial or regulatory action, law or similar legal process. If the Interested Party or any of its Representatives (as hereinafter defined) is required by any subpoena, interrogatories, request for production, civil investigative demand (or similar process) or other legal process or requirement imposed by a court or by a judicial, regulatory, self-regulatory or legislative body, organization, agency or committee or otherwise in connection with any judicial or administrative proceeding (including in response to oral questions, interrogatories or requests for information or documents) or by any applicable law or regulation to disclose any Confidential Information, the Interested Party will give the Benefitted Parties prompt notice of the requirement and will cooperate with the Benefitted Parties, to the extent legally permissible, so that the Benefitted Parties, at the Benefitted Parties expense, may seek an appropriate protective order. In the absence of a protective order, the Interested Party and its Representatives may disclose only such Confidential Information as may be necessary to avoid any penalty, sanction, or other material adverse consequence, and the Interested Party will use reasonable efforts to secure confidential treatment of any Confidential Information so disclosed. Notwithstanding any such compelled disclosure by the Interested Party or its Representatives, such compelled disclosure will not otherwise affect the Interested Parties and its Representatives' obligations hereunder with respect to Confidential Information so disclosed. At any time upon the written request of Benefitted Party, Interested Party must return to Benefitted Party, or destroy, the Confidential Information. Such return or destruction must occur within five (5) business days after Benefitted Party's request. If Interested Party chooses to destroy the Confidential Information, then upon written request by Benefitted Party such destruction must be certified to in writing and such certification delivered to Benefitted Party within such five (5) business day period.

2. Interested Party agrees that the Confidential Information will be used solely to evaluate the Proposed Transaction and must be kept confidential by Interested Party and its Representatives. Interested Party will not disclose Confidential Information or permit it to be disclosed to any other party, provided, however, that Confidential Information may be disclosed (and copies provided) to Interested Party's directors, officers, agents, members, partners, employees, parents, subsidiaries, affiliates and advisors (collectively, "**Representatives**"), but only to the extent necessary to evaluate the Proposed Transaction, and, provided further, that such Representatives have been informed by Interested Party of the confidential nature of the Confidential

Information, and Interested Party will inform each of its Representatives who will receive Confidential Information of the obligations under this Agreement and agrees to take all commercially reasonable measures to restrain its Representatives from taking any action that would constitute a breach of the terms of this Agreement. In any event, the Interested Party shall be responsible for any breach of the terms of this Agreement by any of its Representatives. Interested Party shall be responsible for any disclosure by its Representatives of the Confidential Information, which is not expressly authorized hereby. Interested Party agrees to be responsible for enforcing the confidentiality provisions herein with respect to its Representatives. Within five (5) business days following Benefitted Party's request therefore, Interested Party will provide the names and addresses of all Representatives to whom Interested Party has provided Confidential Information. Neither Interested Party, nor any of its Representatives, shall directly or indirectly communicate with anyone other than Penn-Florida Companies including without limitation any equity owner, tenants, property managers, leasing agents, service contractors, vendors, lien holders or other party with any interest in or contractual relationship affecting the Property or the Proposed Transaction, except in the ordinary course of business unrelated to the Proposed Transaction. Nor shall Interested Party contact any governmental authority regarding the Property or the Proposed Transaction without the prior written consent of Penn-Florida Companies.

3. Interested Party for itself and on behalf of its Representatives, acknowledges and agrees that, except as may be set forth in a fully executed, definitive agreement, neither Benefitted Party on its behalf or on behalf of any other party, nor their affiliates, agents or advisors, and none of their respective officers, directors, employees, agents or controlling persons, has made or hereby makes any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information. None of the foregoing persons shall have any liability to Interested Party or its Representatives relating to or arising from the use of any Confidential Information or for any errors therein or omissions therefrom. Interested Party and its Representatives are not entitled to rely on the accuracy or completeness of the Confidential Information. Interested Party and its Representatives agree to rely solely on their own independent investigation, analysis, appraisal and evaluation of the facts and circumstances in connection with the Proposed Transaction.

4. Benefitted Party may conduct the process that may or may not result in the Proposed Transaction in such manner as Benefitted Party, in its sole discretion, may determine (including, without limitation, negotiating and entering into a definitive agreement with any third party without notice to Interested Party). Benefitted Party reserves the right to change (in its sole discretion, at any time and without notice) the procedures relating to Benefitted Party's and Interested Party's consideration of the Proposed Transaction. This Agreement is not an offer to sell or a promise to do business with Interested Party and shall not be construed as such. Neither Benefitted Party nor any principal of Benefitted Party is under any obligation to enter into the Proposed Transaction with Interested Party or any other party by virtue of this Agreement. Benefitted Party may discontinue the Proposed Transaction at any time for any reason or no reason without notice to Interested Party.

5. In the event of any breach of this Agreement by Interested Party or its Representative, Benefitted Party and, as applicable, its principals may be irreparably and immediately harmed and may not be made whole by monetary damages. Accordingly, it is agreed that, without prejudice to any rights and remedies otherwise available to Benefitted Party, the Parties agree to waive any requirement for the security or posting of any bond in connection with pursuing remedies hereunder and Benefitted Party shall be entitled (i) to equitable relief by way of temporary and/or injunctive relief in the event of a breach of any provision of this Agreement; (ii) to compel specific performance, in each case without the need for proof of actual damages; and (iii) general damages, together with all court costs and reasonable attorneys' fees incurred by Benefitted Party and/or its principals at trial and appellate level in the event Benefitted Party is the prevailing party.

6. Interested Party and its Representatives shall not circumvent Benefitted Party in any form or manner with regard to the Property or the Proposed Transaction. Circumvention shall include, but shall not be limited to,

contact or discussions (directly or indirectly) with Property lenders or partners, purchasing, selling leasing, optioning, or entering into a joint venture or the purchase of any equity or debt position of any portion of the debt, or entities whether directly or indirectly.

7. This Agreement shall be binding upon both Interested Parties and their Representatives successors and assigns and shall inure to the benefit of and be enforceable by the respective successors and assigns of Benefitted Party. Benefitted Party and its successors and assigns shall be deemed the beneficiaries of this Agreement, and shall be entitled to all the rights and remedies accorded to such party at law or in equity. This Agreement shall be governed by the laws of the state in which the Property is located and the exclusive venue for any and all litigation related to this Agreement shall be the courts of Palm Beach County, Florida. Notwithstanding anything herein to the contrary, each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement. This Agreement may be waived, amended or modified only by a written instrument signed by both Benefitted Party and Interested Party, which shall set forth specifically the provisions of this Agreement that are to be so waived, amended or modified. Time is of the essence in connection with the performance of Interested Parties and its Representative's obligations pursuant to this Agreement.

8. Any portion of this Agreement found to be unenforceable shall be considered null and void, just as if it had never appeared in the Agreement, and it shall not affect the validity of any other item in this Agreement. Plural references made to the party in this Agreement may also be singular, and singular references may be plural. Any references to any particular gender shall apply to all genders. Time is of the essence in connection with the performance of Interested Party's obligations pursuant to this Agreement.

9. It is agreed that the undersigned is acting as a principal and has had no dealings, negotiations, or consultations involving the Property with any broker other than Avison young – Florida, LLC and the co-broker listed below. **The undersigned Interested Party and Co-Broker understand that there is no co-broker fee being offered on this sale and neither the Seller nor Broker shall be obligated to pay any fees to Co-Broker.** It shall be the Interested Party's responsibility to compensate Co-Broker. The Co-Broker/Recipient's Agent/Broker agrees to abide by all the provisions outlined in this agreement.

Interested Party:	Co-Broker:
Signature:	Signature:
Print Name:	Print Name:
Company Name:	Company Name:
Title:	Title:
E-Mail:	E-Mail:
Phone:	Phone:
Date:	Date:
Address:	Address:

Exhibit A

Listing of Properties

Citadel I
5850 TG Lee Blvd
Orlando, FL 32822

Citadel II
5955 TG Lee Blvd
Orlando, FL 32822