

CONFIDENTIALITY AGREEMENT & DISCLAIMER

This Confidentiality Agreement is entered into between the Aztec Group, Inc. ("Aztec") and the undersigned.

Please be advised that Aztec has available and is willing to make available to you certain information in connection with the proposed sale of Cypress Falls at Palm Harbor located at 2480 Cypress Pond Road, Palm Harbor, Florida (the "Property"). As a condition to the receipt of such information, you agree to treat confidentially any information furnished to you by Aztec or Seller regarding the Property, together with analyses, compilations, studies or other documents or records prepared by you or your directors, officers, employees, agents, attorneys, advisors or representatives and financing sources (collectively, "Representatives") of yours, to the extent that such analyses, compilations, studies or documents are generated from such information (collectively, the "Material"). Confidential information includes all information that is or may be property of third parties including Palm Harbor One LLC, as well as all information that may be property of Compass/Citron.

You hereby agree that the Material shall be used solely for the purposes of your evaluating the proposed purchase of the Property by you and your firm, and that such Material shall be kept confidential by you and your Representatives. You and your Representatives shall not allow any portion of the Materials to be distributed to anyone outside of your organization without prior written approval from Aztec.

You shall promptly upon the request of Aztec or the Seller deliver to the Seller all documents furnished by Aztec or the company or its agents to you or your Representatives constituting Material, without retaining any copy thereof. Notwithstanding the return of any Material, you shall continue to be bound by your obligation of confidentiality and your other obligations hereunder.

Although the Seller and its agents have endeavored to include in the Material information known to them which they believe to be relevant for the purpose of your evaluations, you understand that neither Aztec nor the Seller makes any representation or warranty as to the accuracy or completeness of any of the Material or any portion thereof. You agree that neither Aztec nor the Seller nor any of their respective officers, directors, employees, agents, attorneys, advisors, or representatives shall have any liability to you or any of your Representatives resulting from the use of the Material by you or your Representatives.

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 Aztec. Should the undersigned require the assistance of any broker other than Aztec, then the undersigned will be responsible for any fees or commissions due to said additional broker. All other real estate brokers or mortgage brokers contacted or consulted on this transaction must be disclosed in writing to Aztec Group, Inc.

It is agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that the Seller shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or in equity to the Seller. You expressly agree that the Seller is a third party beneficiary hereunder and all of the terms and conditions herein shall inure to the benefit of the Seller.

ACKNOWLEDGEMENT

We have read and understood the foregoing and accept and agree to all terms herein this ____ day of _____ 2008:

Company: _____

BY: _____

Name: _____

Phone: _____

Title: _____

Fax: _____

Address: _____

E-mail: _____

City, State, Zip: _____

Please sign and return via fax to Michael Stein, Aztec Group, Inc. at (305) 938 - 8608