

**CONFIDENTIALITY AGREEMENT FOR SIGNATURE
BY PROSPECTIVE PURCHASER**

Date: _____

Cushman & Wakefield of Florida, Inc.
800 N. Magnolia Ave, Suite 450
Orlando, FL 32803

Re: Proposed Sale by WESTWOOD VISTA CORPORATION as Owner (hereinafter referred to as "Owner"), to _____, proposed purchaser (hereinafter referred to as "Purchaser") of the property and improvements located International Drive South, Orlando, Florida, which consists of 3.71± gross acres of land (hereinafter referred to as the "Property").

Ladies and Gentlemen:

This letter will serve to confirm our agreement concerning certain information which may include various papers, documents, data, plans and other materials, portions of which may be included in a package or brochure (hereinafter referred to collectively as the "Evaluation Material") which Cushman & Wakefield of Florida, Inc. ("C&W") will make available to us for study in connection with a possible purchase by us of the Property.

C&W is prepared to furnish us with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to C&W. Therefore, as a prerequisite to C&W furnishing to us the Evaluation Material, we hereby represent and agree as follows:

1. The Evaluation Material furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker, finder, or similar agent for any other person. Therefore, we agree to keep all Evaluation Material (other than information which is a matter of public knowledge or is provided in other sources readily available to the public) strictly confidential; provided, however, that any such Evaluation Material may be disclosed to our directors, officers, or employees, as well as our counsel, accounting firms, and financial institutions, who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such directors, officers, employees, counsel, financial institutions and accountants shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence subject to and in accordance with this agreement.

We agree not to copy or duplicate the Evaluation Material and to return the Evaluation Material to C&W promptly and not retain any copies thereof if we decide not to go forward with discussions or if requested by C&W or the Owner. We agree that the Owner and C&W will have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, the Owner or C&W will have the right, in addition to any other right the Owner or C&W may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms.

In addition, we agree that we will not disclose, without the prior written consent of the Owner, and we will direct our representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person (other than a person authorized hereunder) the fact that the Evaluation Material has been made available to us, that discussions or negotiations among us, the Owner, and C&W are now taking place or will take place, or any of the terms, conditions, or other facts with respect to the possible acquisition of the Property.

2. Although C&W has endeavored to include in the Evaluation Material information which C&W and the Owner believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither the Owner nor C&W makes any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. The financial information and projections contained in the Evaluation Material represent estimates based on assumptions considered reasonable under the circumstances although they have not been independently verified by C&W. C&W and the Owner make no representations or warranties, express or implied, that actual results will conform to such

projections. Owner and C&W expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Evaluation Material or omissions from the Evaluation Material, or in any other written or oral communications transmitted or made available to us. We agree that the Owner and C&W shall not have any liability to us as a result of our use of or reliance on the Evaluation Material. We acknowledge that neither C&W nor Owner is responsible to determine whether toxic or hazardous wastes or substances or other undesirable materials are present at the Property. It is understood that we are expected to perform and are responsible for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, as we deem necessary or desirable and as permitted by agreement with the Owner.

3. We also represent that no broker or agent represents us or will represent us in any possible transaction involving the Property.
4. This agreement embodies the full understanding of the parties and may only be amended or modified in writing executed by both parties. This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Very truly yours,

As Principal:

By (Signature): _____

As (Title): _____

Address: _____

E-Mail Address: _____

Telephone: _____

Access to the CW-One Document Vault will follow upon acceptance of this Confidentiality Agreement.

To submit, scan and email this completed document to Margery Johnson at Margery.Johnson@cushwake.com or fax to Margery Johnson at (407) 425-6455. It may also be sent to Margery Johnson, Cushman & Wakefield of Florida, Inc., 800 N Magnolia Avenue, Suite 450, Orlando, FL 32803.