

Simply Marinas
4000 Ponce De Leon Blvd, Suite 479, Coral Gables, FL 33146
fax: (888) 456-3068
phone: (305) 439-9581
ash1@simplymarinas.com

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CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

(Confidential TN Marina & RV Campground Portfolio - Offering ID: SMTN87)

This confidentiality and non-circumvention agreement (the "Agreement") will govern the treatment of information to be provided to the undersigned below ("PROSPECTIVE PURCHASER") in connection with an investigation of Confidential TN Marina & RV Campground Portfolio - Offering ID: SMTN87 (the "Property"), an exclusive listing of Simply Marinas ("BROKER").

The undersigned below, agree to the following:

Buyer desires to participate in discussions regarding the purchase of the Property. During these discussions, Seller and BROKER may share certain proprietary, confidential information with the Buyer.

Therefore, the undersigned Buyer, below, agrees to the following:

For purposes of this Agreement, 'Confidential Information' means not to disclose that the Property is for sale, and includes any data or information that is proprietary to the Seller and not generally known to the public, that should reasonably be recognized as Seller's confidential information including, but not limited to financial information, financial projections and sales estimates, present or future business activities, and plans or products or services. Confidential information shall be used solely in connection with consummation of the sale of Seller's Property to PROSPECTIVE PURCHASER and may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property; such Representatives shall be informed of the confidential nature of such information, shall be directed to treat such information with strict confidence and shall agree to be bound by the provisions of this Agreement. The Potential Purchaser is liable for any Representative's breach of this Agreement.

All Informational Materials pertaining to the Property, which may be furnished to the undersigned by BROKER, shall continue to be the property of the Seller and BROKER. The Informational Materials will be used solely for the purpose of the PROSPECTIVE PURCHASER and may not be copied or duplicated, or shared without BROKER's written consent and must be returned to BROKER immediately upon BROKER's request or when the PROSPECTIVE PURCHASER terminates negotiations with respect to the Property. Neither the enclosed materials nor any information contained herein is to be used for any other purpose or made available to any other person without the express written consent of Seller.

By executing this Agreement, PROSPECTIVE PURCHASER represents that no outside broker is representing PROSPECTIVE PURCHASER in this transaction and PROSPECTIVE PURCHASER acknowledges that BROKER is representing the Seller only. In states where permitted, BROKER may represent both Seller and PROSPECTIVE PURCHASER, but only upon the approval of Seller and request of PROSPECTIVE PURCHASER. Therefore, PROSPECTIVE PURCHASER agrees to pay all brokerage commissions, finder's fees, and other compensation to which any outside broker, finder, or other person may be entitled in connection with the sale of the Property if such claim or claims for commissions, fees or other compensation are based in whole or in part on dealings with PROSPECTIVE PURCHASER or any of PROSPECTIVE PURCHASER'S representatives (except BROKER, whose compensation is paid by Seller); and agrees to indemnify and hold harmless BROKER and Seller, their respective affiliates, agents, successors and assigns, employees, officers, and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation from bringing about any sale of the Property to PROSPECTIVE PURCHASER if such claim or claims are based in whole or in part on dealings with PROSPECTIVE PURCHASER or any representatives of PROSPECTIVE PURCHASER. If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs so incurred.

BROKER and the Seller do not make any representations or warranties as to the accuracy or completeness of the information or materials provided. The information used in the preparation of these materials was furnished to BROKER by others and has not been independently verified by BROKER and is not guaranteed as to completeness or accuracy. Neither BROKER nor Seller shall have any liability whatsoever for the accuracy or completeness of the information contained herein or any other written or oral communication or information transmitted or made available or for any action taken or decision made by the recipient with respect to the Property. Interested parties are to make their own investigations, projections, and conclusions without reliance upon the material contained herein.

The undersigned shall not communicate, directly or indirectly, with the Seller, its management, representatives, staff or employees except through BROKER. All negotiations regarding the Property shall be initiated exclusively through BROKER. All showings shall be by appointment only, and all appointments shall be coordinated by and exclusively through BROKER. All offers are to be made through BROKER. The undersigned further agree not to circumvent or interfere with Listing Broker's contract with Seller / Landlord in any way.

The Property has been offered for sale subject to withdrawal from the market, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any PROSPECTIVE PURCHASER, or for any other reason whatsoever, without notice. Seller or BROKER shall have no commitment or obligation to any interested party to provide confidential information until, if the Seller so chooses, that the PROSPECTIVE PURCHASER has been pre-qualified by BROKER and the PROSPECTIVE PURCHASER has submitted an acceptable offer.

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This Agreement terminates in two (2) years from the date hereof except as to written claims by Seller and BROKER against the undersigned. The Seller and BROKER shall remain to be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement beyond the two-year termination period.

If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs so incurred.

The undersigned shall indemnify, defend, and hold BROKER and Seller and each of their representatives, principals, employees, agents, successors, assigns, and affiliated entities, harmless from and against any and all losses, damages, liabilities, costs and expenses (including, without limitation, attorney's fees and costs) arising as a result of any breach of any of the terms of this Agreement.

If in agreement with the foregoing, please sign this Agreement and return one signed copy to BROKER: Fax: 888-456-3068 or email to: ash1@simplymarinas.com

ACKNOWLEDGED AND AGREED TO BY:

(All information below must be completed fully and legibly)

PROSPECTIVE PURCHASER'S Name (Print Clearly): _____

PROSPECTIVE PURCHASER'S Signature (Print Clearly): _____

Date: _____

PROSPECTIVE PURCHASER'S Company: _____

PROSPECTIVE PURCHASER'S Address: _____

PROSPECTIVE PURCHASER'S Phone Number: _____

PROSPECTIVE PURCHASER'S Email Address: _____