CONFIDENTIALITY AGREEMENT

Konigsberg Commercial Real Estate
PHONE: (786) 556-8988
FAX: (786) 524-7885
EMAIL: tkonigsb@bellsouth.net

Owner has available for review certain information ("Confidential Information") concerning the Building and Land being offered to the market by Konigsberg Commercial Real Estate in Miami-Dade County, City of Miami Gardens, Florida ('Property") which Property Owner is offering for sale. The Sale offering for this Property is titled "Prime North Miami Dade County MultiTenant Industrial Investment Property For Sale". The Owner may make such Confidential Information available to the undersigned upon execution of this Confidentiality Agreement. The Confidential Information is intended solely for limited use by the undersigned in considering whether to pursue negotiations to acquire the Property. This is neither an agreement to sell the Property nor an offer of sale. No agreement binding upon the Owner of the Property, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner enters into a formal binding agreement of sale in form and substance satisfactory to Owner in its absolute discretion. No person or entity has any authority to enter into any agreement on behalf of Owner. Without limiting the foregoing, in no event shall Owner be obligated to sell the Property based upon any verbal agreement or any course of dealing by Owner, Owner's Broker, or any of their agents or affiliates.

The Confidential Information contains brief, selected information pertaining to the Property and the business and affairs of the Owner, and has been prepared by the Owner, in part, from information supplied by others. It does not purport to be all-inclusive nor to contain all the information, which a prospective purchaser may require or desire. Neither the Owner nor any of its respective officers, directors, agents or affiliates, make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto.

By executing this Confidentiality Statement, you agree that the Confidential Information provided is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone to disclose the Confidential Information to any person, firm or entity without prior written authorization of the Owner, except that the information may be disclosed to your partners, employees, legal counsel and lenders ("Related Parties") in connection with your evaluation of the Property, provided that: (a) the Related Parties shall be given a copy of, and shall be bound by, the terms of this Agreement; and (b) you and the Related Parties shall be jointly and severally responsible for any breach by the Related Parties of the terms of this Agreement. You agree that all Confidential Information delivered to you by the Owner shall be and remain the property of Owner, and the written Confidential Information and any copies thereof shall be returned to Owner upon written request, within five (5) days.

Owner expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time without notice. This agreement shall be binding on you, your successors and assigns. If in agreement with the foregoing, please return a fully executed copy to Owner's Broker (attention: Ted Konigsberg). Facsimile and scanned and electronically transmitted copies of this Confidentiality Agreement with executed signature pages will be deemed valid as original signatures.

SIGNATURE PAGE FOLLOWS: **INITIALS: _____**

ACCEPTED AND AGREED TO

THIS ____ DAY OF _____, 2010

Signature: _____

Name (Printed): _____

Title: _____

Company: _____

Address: _____

_____

Phone No.: _____

Fax No.: _____

E-Mail: _____

BROKERAGE DISCLOSURE AGREEMENT

The Owner has engaged the services of Konigsberg Commercial Real Estate, P.A. ("Broker") and Broker is representing the Owner in a fiduciary capacity. The Owner has directed that all communications to Owner regarding the sale of the Building and Land in the City of Miami Gardens, Florida. ('Property") shall be made through Broker. Further, Owner shall make certain Confidential Information available to the potential Buyer ("Reviewing Party") and their Related Parties, and requires this Brokerage Disclosure be executed prior to mutual execution of a separate, written Confidentiality Agreement. Owner may choose not to provide confidential information, subsequent to Owner's review of this Brokerage Disclosure. Now, therefor:

1) ___ Reviewing Party is representing itself, and has not dealt with any Broker or Agent regarding the contemplated transaction. Reviewing Party has executed this Brokerage Disclosure Agreement, no other signatures being required herein, in expectation of receiving a Confidentiality Agreement from Seller's Broker, precedent to receiving materials relevant to the contemplated transaction.

OR

2) ___ Reviewing Party is being represented by _____ "Co-Broker" regarding the contemplated transaction. Pursuant to Florida Statutes Section Ch. 475, Co-Broker and Reviewing Party make the following disclosures and agree to be bound by all terms, conditions and provisions of this Brokerage Disclosure Agreement.

3) Broker and Owner consider the Reviewing Party as registered by Co-Broker only with all required signatures below, and subsequent to the execution of the separate Confidentiality Agreement. If the Reviewing Party, Broker and Co-Broker do not execute this document, Co-Broker agrees it will not be owed a commission or finder's fee. Co-Broker agrees to be bound by the terms and conditions of the Confidentiality Agreement, shall be subject to the obligations and penalties provided therein, and shall not reproduce or make any material available or disclose the contents thereof, to any person other than the Reviewing Party whose signature appears below, without the consent of Broker. Co-Broker represents:

___ (a) The Reviewing Party exclusively.

___ (b) Co-Broker is representing the contemplated transaction only, and has limited fiduciary responsibilities to the parties pursuant to Florida State Law.

1) The amount of the Co-Broker's compensation regarding the contemplated transaction is _____% of the contract price. In the above transaction, Co-Broker shall receive its compensation from the Reviewing Party exclusively.

SIGNATURE PAGE FOLLOWS: **INITIALS:_____**

AGREED AND ACCEPTED BY REVIEWING PARTY THIS ____ DAY OF _____, 2010:

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____

PHONE: _____

FAX: _____

EMAIL: _____

AGREED AND ACCEPTED BY CO-BROKER THIS ____ DAY OF _____, 2010:

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____

PHONE: _____

FAX: _____

EMAIL: _____

AGREED AND ACCEPTED BY BROKER THIS ____ DAY OF _____, 2010:

COMPANY NAME: Konigsberg Commercial Real Estate, P.A.

SIGNATURE: _____
TITLE: President
PHONE: (786) 556-8988
FAX: (786) 524-7885
EMAIL: tkonigsb@bellsouth.net