



Dear _____:

JUNIPER ON THE WATER, LLC. ("Owner" or "Company"), together with certain of its affiliates (collectively, "Protected Party"), is prepared to furnish the undersigned prospective purchaser ("Prospect") and/or Broker or Representative ("Broker") (collectively "Recipient"), with certain information selected by Owner for such dissemination ("Protected Party Confidential Information" or "Confidential Information") that is either confidential, proprietary or otherwise not generally available to the public concerning Protected Party's business, employees, financial condition, operations, assets and liabilities. Protected Party is prepared to furnish Recipient such confidential or proprietary information to facilitate its consideration of a potential acquisition (the "Transaction") related to the potential sale of THE LEASHOLD INTEREST AND ALL F/F&E FOR THE OP[ERATING RESTAURANT KNOWN AS JUNIPER ON THE WATER AND LOCATED AT 1975 SOUTH OCEAN DRIVE; HALLANDALE BEACH, FL. 33009. This letter constitutes an agreement between Protected Party and Recipient (this "Agreement").

As a condition to furnishing such information, Recipient and Protected Party agree as follows:

1. Nondisclosure of Confidential Information. Recipient shall use the Protected Party Confidential Information (as defined in Section 3) solely in connection with the consideration, administration, documentation, implementation or negotiation of the Transaction and for no other purpose whatsoever. Recipient shall not disclose the Protected Party Confidential Information to any person other than (i) those of the directors, officers, employees counsel, auditors, representatives, advisors and agents of Recipient (collectively, "Representatives"), if any, who need to know Protected Party Confidential Information in order to consider, administer, document, implement or negotiate the terms of the Transaction, (ii) regulatory or governmental authorities, including any administrative agencies or stock exchange, having jurisdiction over Recipient during the conduct of their routine examinations of Recipient ("Permitted Regulatory Disclosure"), (iii) to the extent required by legal process, applicable law or regulation and only to prevent financial penalty being imposed on Recipient, and only after giving prior notice to Protected Party and the opportunity to obtain a protective order, failing which, only the basic, minimal information required to comply shall be disclosed, or (iv) to Recipient Representatives who are first informed by Recipient of the confidential nature of the Protected Party Confidential Information and who execute a confidentiality agreement in favor of the Protected Party substantially similar to this Agreement. Recipient agrees that (a) it shall inform its Representatives of the confidential nature of the Protected Party Confidential Information and the requirement that it not be used other than for the purposes described above, and (b) in any event, Recipient shall be responsible for any

breach of this Agreement by any Recipient or any of its Representatives. Any Recipient must prior to any delivery or receipt of any Protected Party Confidential Information must first agree to comply with the terms hereof and safeguard the Protected Party Confidential Information in accordance with its customary procedures for handling its own similar information from unauthorized disclosure. The term “person” as used in this Agreement shall be broadly interpreted to include, without limitation, any individual, corporation, company, partnership or other entity.

2. Nondisclosure of Discussions. Except for persons to whom the disclosure of Protected Party Confidential Information is permitted hereunder, without the prior written consent of Protected Party, which may be granted or withheld in Owner’s sole and absolute discretion, Recipient shall not, and shall direct its Representatives not to, disclose to any person the fact that Recipient and Protected Party are considering or negotiating the Transaction, that the Protected Party Confidential Information has been made available to Recipient, or that Recipient has inspected any portion of Protected Party Confidential Information.

3. Definition of Protected Party Confidential Information. As used herein, “Protected Party Confidential Information” means all information that is furnished to Recipient or its Representatives by Protected Party or its Representatives that concerns Protected Party, its parents, subsidiaries or other affiliates, the business, assets or operations of any of them, or the Transaction. Notwithstanding the foregoing, the following will not constitute Protected Party Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by Recipient or its Representatives in violation of this Agreement, (b) information that Recipient can demonstrate through provable means, was already in Recipient’s files on a non-confidential basis prior to being furnished to Recipient by Protected Party, (c) information that becomes available to Recipient on a non-confidential basis from a source other than Protected Party or its Representatives if such source was not subject to any prohibition against transmitting the information to Recipient or its Representatives; (d) information internally developed by Recipient without reliance on Protected Party Confidential Information; or information released from obligations of confidentiality by Protected Party.

4. Non-Solicitation. In addition, Recipient agrees that for a period of five (5) years following the date hereof (the “Restricted Period”), neither the Recipient nor any current or future affiliates will (i) as a result of knowledge or information obtained from the Protected Party Confidential Information or otherwise in connection with any possible transaction divert or attempt to divert, in whole or in part, any business, tenant, prospect or customer of the Company or any of its affiliates, including without limitation any tenant of Owner; (ii) directly or indirectly solicit, or attempt to persuade, influence or

induce, or assist any other Person in so persuading or inducing, any officer, director or key employee (including management employees) of the Company, its subsidiaries or its affiliates to leave the employ of the Company or its affiliates, or to accept any other employment or position; provided, however, that the foregoing shall not prohibit any general solicitations of employment not directed primarily to the employees of the Company or any of its affiliates or prevent Recipient from hiring any such person who contacts Recipient on his or her own initiative without any direct or indirect solicitation by or encouragement from Recipient or its affiliates (other than general solicitations not directed primarily to the employees of the Company or any of its subsidiaries); (iii) through a search conducted by a third party employment firm; or (iv) if such employee or consultant was previously terminated by Company.

5. Return of Information. Upon Protected Party's request, Recipient shall return or cause to be returned to Protected Party or destroyed (with proof of such destruction by means of an affidavit under oath or otherwise), written Protected Party Confidential Information, except for that portion of Protected Party Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for Recipient by a person other than Protected Party or its Representatives from information that is not Confidential Information. Upon Protected Party's request, Recipient shall destroy or cause to be destroyed that portion of Protected Party Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for Recipient by a person other than Protected Party or its Representatives and deliver written certification of such destruction in a form reasonably acceptable to Protected Party. Notwithstanding any other provision of this Agreement, written Protected Party Confidential Information and that portion of Protected Party Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for Recipient by a person other than Protected Party or its Representatives not so requested, returned or destroyed, and oral Protected Party Confidential Information will be held by Recipient and kept subject to the terms of this Agreement, or returned to Protected Party or destroyed.

6. Remedies; Enforcement. Recipient agrees that monetary damages would not be an adequate remedy for breach of this Agreement and therefore Protected Party shall be entitled to, and Recipient shall not object to or oppose the granting of equitable relief, including injunction (without necessity of bond) and/or an order of specific performance to the maximum extent available under applicable law, in the event of any such breach or threatened breach, in addition to any and all other remedies available to Protected Party at law or in equity. In the event that any term or provision of this Agreement shall be deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, or all of them, such court shall have the power, and is hereby directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is not overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement. The termination or expiration of any understanding or agreement between the parties

hereto for whatever reason shall not relieve the parties from their respective obligations hereunder, which shall survive and continue after any expiration or termination of this Agreement.

7. Term. This Agreement shall remain in full force and effect until the earlier to occur of (i) five (5) years from the date hereof and (ii) the date on which definitive documentation in respect of the Transaction containing confidentiality provisions superseding the terms of this Agreement is executed by the parties hereto.

8. Disclaimers.

(a) As between Protected Party and Recipient, no employment, agency, joint venture, partnership or fiduciary relationship shall be deemed to exist or arise as a result of our entering into this Agreement. This Agreement does not constitute a definitive agreement regarding the Transaction, and unless and until a definitive agreement regarding the Transaction is executed and delivered by each of Recipient and Protected Party, neither Recipient nor Protected Party shall be under any legal obligation of any kind whatsoever with respect to the Transaction or any other transaction except as set forth herein. Owner reserves the right at any time, to limit the information it supplies or delivers to Recipient hereunder in its sole, absolute discretion, to reject any and all offer received with respect to the Transaction and to withdraw any offer to sell or other actions relating to the Transaction, unless and until a definitive agreement shall be accepted and executed by Owner.

(b) Protected Party and/or its agents or representatives, employees, officers, directors or shareholders make no representation or warranty of any type regarding or in connection with any of the materials delivered to recipient pursuant to this Agreement, and Recipient hereby acknowledges and agrees that while Protected Party has endeavored to include in the Protected Party Confidential Information those materials which are believed to be reliable and relevant for the purpose of Recipient's evaluation, that neither Protected Party nor any of its Representatives shall have any liability to Recipient or any of its Representatives resulting from the use of the Protected Party Confidential Information, it being understood that only those particular representations and warranties which may be made in a definitive agreement, when, as and if it is executed, and subject to such limitations and restrictions as may be specified in such definitive agreement, shall have any legal effect.

9. No Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or farther exercise thereof or the exercise of any right, power or privilege hereunder.

10. Binding Effect. This Agreement shall bind, inure to the benefit of, and be enforceable by each of Protected Party and Recipient, and their respective successors and permitted assigns; provided that without the prior written consent of Protected Party, Recipient shall not assign its rights or delegate its duties hereunder (by operation of law or otherwise).

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to the principles of conflicts of laws thereof. Venue for any action hereunder, shall be the State or Federal courts having appropriate and proper jurisdiction of the subject matter, in and for Broward County, Florida.

11. Severability. To the extent that any provision(s) of this Agreement is held to be invalid, illegal or unenforceable, such provision(s) shall be considered null and void but the remaining provisions of this Agreement shall be unimpaired and the invalid, illegal or unenforceable provision(s) shall be replaced by the provision(s) that are acceptable to both parties and are valid, legal and enforceable and come as close as possible to reflect accurately the intentions of the parties underlying the invalid, illegal or unenforceable provision(s).

12. Counterparts; Telecopy. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by telecopy or other facsimile means and if so executed and delivered, shall constitute and have the same binding effect as an original.

13. Attorney Fees. In the event any action is brought by any party, to enforce the terms of this Agreement, the prevailing party, as determined in any final judgment or other order rendered by the court, shall be entitled to also (additionally to any other award of any type) receive and collect, its reasonable attorney fees, court costs, filing fees and other reasonable costs and fees so awarded, through all appellate levels.

14. Miscellaneous. Other than as may be set forth in a definitive agreement with Prospect relating to a Transaction, Broker shall have shall have no right to make or assert, any claim, demand or right to any commission or fee of any type in connection with this Agreement or the delivery of any Protected Party Confidential Information. Notwithstanding anything herein to the contrary, Broker and/or Representative shall have no right to list or claim a right to list or advertise the Property for sale at any time or in any manner, without Owners specific written agreement.

Notwithstanding anything contained herein to the contrary, Owner reserves the right to terminate its obligations (if any) under this agreement, and/or to withdraw the Property from any market or marketing effort, or to elect not to supply any information in connection with the Property, to the Prospect, at any time in its sole and absolute discretion.

Sincerely,

Nathan A. Werner
Broker/President
Retail Sites International, Inc.
Florida Licensed Real Estate Broker

The foregoing terms and conditions are hereby accepted and agreed to this ____ day of _____, 20__,
by:

Broker/Representative:

Prospect:

By: _____

By: _____

_____ its _____

_____, its _____

Address:

Address:

Tel.:

Tel.:

Cell:

Cell:

E-mail:

E-Mail: