C/O Dayton Street Partners LLC
350 W. Hubbard St. Suite 605
Chicago, IL 60654

PERSONAL AND CONFIDENTIAL

DATE ______________

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Re: Confidentiality and Non-Disclosure Agreement

Dear Prospective Buyer:

In connection with your consideration of a possible transaction ("Transaction") with Dayton Street Partners LLC, an Illinois limited liability company and DSP 1030 S 86th Venture LLC, a Delaware limited liability company (together "Company"), you have requested certain confidential and other information concerning the property located at 1020-1030 S. 86th Street, Tampa, FL 33619.

You agree to treat any information concerning the Company, whether furnished to you before or after the date of this letter, together with any and all analyses, notes, compilations, studies, interpretations or other documents prepared by you or any of your directors, employees, advisors, attorneys, accountants, consultants, subcontractors, representatives or lending institutions (collectively, "Representatives") which contain or otherwise reflect or are based upon such information (collectively, "Evaluation Material"), in accordance with this agreement. The term "Evaluation Material" does not include information which (a) was already in your possession prior to the time of disclosure to you by the Company or their respective Representatives, provided that such information was not furnished to you by a source known by you to be bound by a confidentiality agreement with the Company, or otherwise prohibited from disclosing the information to you, (b) was or becomes generally available to the public other than as a result of a disclosure by you or your Representatives, (c) becomes available to you on a non-confidential basis from a source other than the Company or their respective Representatives, provided that such source is not, to your knowledge after reasonable inquiry, bound by a confidentiality agreement with the Company, or otherwise prohibited from disclosing the information to you, or (d) which was or is independently developed by you without use of the Evaluation Material and without violating your obligations hereunder.

The Evaluation Material will be used solely for the purpose of evaluating the Transaction between the Company and you, and will be kept confidential by you and your Representatives, except to the extent that disclosure (a) has been consented to in writing by the Company, or (b) is made to your Representatives who need to know such information for the purpose of evaluating the Transaction (it being understood that such Representatives shall be informed by you of the confidential nature of the Evaluation Material). You shall be responsible for any breach of this agreement by any of your Representatives as if such Representative had been substituted for "you" as a party and signatory to this letter.

In the event that you or any of your Representatives are requested or required by law, regulatory authority or other applicable judicial or governmental order to disclose any Evaluation Material, you will provide the Company with prompt notice of the existence, terms and circumstances surrounding any such request or requirement so that the Company and/or its affiliates may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this agreement. In the event that such protective order or other remedy is not obtained, or that the Company waives compliance with the terms hereof, you may disclose only that portion of the Evaluation Material which is, in the opinion of your counsel, legally required and will reasonably cooperate with Company's efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Evaluation Material. In any event, neither you nor any of your Representatives will oppose an action by the Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Evaluation Material, and you will reasonably cooperate with the Company in seeking such protective order or other assurance.

Unless otherwise required by law, regulation or legal process in the opinion of your counsel, without the prior written consent of the Company, you will not, and will direct your Representatives not to, disclose to any person (a) that the Evaluation Material has been made available to you or your Representatives, (b) that discussions or negotiations are taking place concerning a Transaction, or (c) any terms, conditions or other facts with respect to the Transaction, including the status thereof. To the extent reasonably practicable under the circumstances, if you or any of your Representatives is required to disclose such information, you shall provide the Company, if time permits prior to making such disclosure, with written notice of the decision to make such disclosure and the reasons requiring disclosure to be made.

It is understood and agreed that money damages would not be a sufficient remedy for any breach of this agreement, and that the Company is entitled to seek specific performance and injunctive or other equitable relief. 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 equity to the Company.

The Evaluation Material is being provided to you for informational purposes only. This agreement does not constitute or create any obligation of the Company to provide any Evaluation Material or other information, but merely defines the duties and obligations of you and your Representatives with respect to the Evaluation Material to the extent it may be disclosed or made available. Under no circumstances is the Company obligated to disclose or make available any information, including any Evaluation Material, which in its sole and absolute discretion it determines not to disclose.

None of the Company or its affiliates shall be deemed to have made any representations or warranties, express or implied, as to the accuracy or completeness of the Evaluation Material. Only those representations or warranties which are made by the Company in a final definitive agreement regarding a Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect. None of the Company, its affiliates or Representatives shall have any liability to you or any other person (including, without limitation, any of your Representatives) resulting from your use of Evaluation Material.

The Evaluation Material shall at all times remain the property of the Company. If you determine that you do not wish to proceed with the Transaction, you will promptly advise the Company of that decision. In that case, or (i) in the event that the discussions between the parties do not result in the execution of a definitive agreement related to a Transaction or (ii) within five (5) days after being so requested by the Company, except to the extent you are advised by legal counsel that complying with such request would be prohibited by law or regulatory authority, you will return or destroy all Evaluation Material. Any destruction of materials shall be confirmed by you in writing. Any Evaluation Material that cannot be returned or destroyed (such as oral Evaluation Material) shall remain confidential, subject to the terms of this agreement.

This agreement binds the parties only with respect to the matters expressly set forth herein. As such, unless and until a subsequent definitive written agreement regarding a Transaction between the Company and you has been executed, (a) neither the Company nor you will be under any legal obligation of any kind whatsoever to negotiate or consummate a Transaction, and (b) you shall have no claim whatsoever against the Company or any of their respective directors, officers, owners, affiliates or representatives arising out of or relating to any Transaction or Evaluation Material.

All inquiries and other communications are to be made directly to officers or representatives of the Company specified by the Company. Accordingly, you agree not to directly or indirectly contact or communicate with any executive or other employee of the Company concerning a Transaction, or to seek any information in connection therewith from such person, without the express written consent of the Company.

You agree that if you are held by any court of competent jurisdiction to be in violation, breach, or nonperformance of any of the terms of this agreement, then you will pay all costs incurred by the Company or any of its respective representatives in connection with such action or suit, including reasonable attorneys' fees.

This agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. This agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof. No amendments, changes or modifications may be made to this agreement without the express written consent of each of the parties hereto. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. You agree that the Company is a beneficiary of this Agreement. No failure or delay by the Company in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder.

Your obligations under this agreement shall remain in effect for a period of three (3) years from the date hereof, except as otherwise stated herein.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us a copy of this letter.

Very truly yours,

Dayton Street Partners LLC, an Illinois limited liability company

and

DSP 1030 S 86th Venture LLC, a Delaware limited liability company

(together "Company")

By: ____________________________

Name:

Title:

Accepted and agreed to as of the date first written above:

By: _______________________________

Name:

Title: