

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (this "**Agreement**") is made as of the _____ day of _____, 2010 by and between Gordon Homes, LLC, and Tres Belle 2, Inc. and all other individuals and entities that are affiliates of Gordon, their successors and/or assigns (collectively, "**Gordon**") and _____ ("**Purchaser**"), and the parties agree as follows:

Recitals

A. Gordon is the owner of certain real property in Martin County, Florida commonly known as "Tres Belle II" (either or both, the "**Project**").

B. Purchaser has requested and has been offered the opportunity to buy the Project or its note on terms and conditions yet to be determined (the "**Purchase**").

C. In connection with the evaluation by Purchaser of whether to enter into the Purchase, and/or to enable Purchaser to evaluate and determine the terms and conditions upon which the Purchase could be consummated, Gordon will or may be disclosing to Purchaser or its representatives certain of Gordon's confidential and proprietary information and materials concerning the Project, the potential sale of the Project by Gordon to Purchaser, and Gordon's business, affairs, operations, services, trade secrets, technologies, buyers, contractors, suppliers, employees, business and marketing plans and techniques, financial and operating results, markets, sales, hardware, software, means, methods and processes of doing business and books and records (as the case may be, "**Confidential Information**").

D. Because the Confidential Information may be sensitive in nature and in light of Gordon's primary business reasons for considering the possible Purchase by Purchaser, the Confidential Information to be provided by Gordon to Purchaser would not be provided by Gordon, nor would the discussions and negotiations regarding the Purchase be commenced by Gordon, if (i) Purchaser did not enter into this Agreement and (ii) Gordon and Purchaser did not agree that the terms and conditions of any Purchase by Purchaser will include the removal of Gordon from any and all mortgage loan guarantees and other guarantees relating to the Project.

E. Furthermore, Purchaser acknowledges and recognizes, specifically, that Gordon does not want its employees, lenders, agents or other affiliates or third parties to become aware of the negotiations between Gordon and Purchaser.

NOW, THEREFORE, in consideration of the opportunity to review Confidential Information relating to the Project and Gordon, and other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, Purchaser and Gordon hereby agree as follows:

Agreement

1. The parties hereto acknowledge that the Recitals are accurate and constitute a part of this Agreement

2. Purchaser shall keep the Confidential Information strictly confidential and will not disclose any Confidential Information in any manner whatsoever, except as provided in this Agreement and then solely on a need-to-know basis.

3. Purchaser agrees that it will not communicate the Confidential Information to any third parties whatsoever including, without limitation, any neighboring property owners, lenders, real estate brokers or any other persons, except as permitted hereunder, without Gordon's advance express written consent (which may be withheld for any reason or no reason); *provided, however*, that the Confidential Information may be disclosed to Purchaser's officers, directors, partners, capital providers, agents, attorneys, accountants, consultants and employees, but only to those needing to know such Confidential Information in order for Purchaser to make use effectively of same for the Permitted Uses (as defined in Section 4, below), subject, however, first to advising any such person of the confidentiality and restrictions concerning the use of the Confidential Information and the confidentiality of the Purchase and the discussions and negotiations in connection therewith and having such person agree to maintain such confidentiality and abide by the other restrictions set forth in this Agreement. Purchaser agrees to be liable for any breach of this Agreement by any of its representatives who have not themselves executed a joinder to this Agreement.

4. Purchaser shall not use or utilize any Confidential Information for any purpose other than to evaluate whether to enter into the Purchase or directly related uses within the spirit of this Agreement ("**Permitted Uses**") and shall refrain from allowing such information to be used in any way for commercial or any other business purposes.

5. At the request of Gordon at any time or from time to time, Purchaser shall, as promptly as practicable, deliver to Gordon all Confidential Information then in Purchaser's possession or under Purchaser's control.

6. The obligations of Purchaser set forth above shall not apply to information and materials that:

(a) are contained in the public records or are otherwise available to the public other than through disclosure by those parties;

(b) is already in Purchaser's possession;

(c) otherwise becomes available to Purchaser from a source other than Gordon if such source is not bound by a confidentiality agreement that specifically prohibits disclosure to Purchaser;

(d) is developed by Purchaser not in violation of this Agreement; or

(e) is required to be disclosed pursuant to applicable law or regulation, or by legal or regulatory process, but only to the extent necessary to comply with such law, regulation or regulatory process. In any such circumstance, Purchaser shall notify Gordon promptly after the legal requirement of disclosure arises and becomes known to Purchaser so as to afford Gordon a reasonable period of time (if possible under the circumstances) to seek to obtain an appropriate protective order if one is desired and obtainable.

7. Neither party hereto shall issue any press release or otherwise publicize or disclose in any manner or form or to any third party (other than as specifically permitted under Section 3, above) anything regarding or related to the Purchase or the terms or conditions thereof or the parties discussions or negotiations with respect thereto or the existence thereof or that any Confidential Information has been made available to it without the prior consent of the other party, except only to the extent necessary to comply with law.

8. Neither party is obligated by this Agreement to enter into the Purchase or any contract or business relationship of any kind with the other party, and either party may at any time terminate any discussions or negotiations which may be taking place or which may subsequently occur.

9. Notwithstanding the foregoing, Purchaser hereby acknowledges and agrees that, in the event that it decides to proceed with the Purchase or purchases the property or the note, the terms and conditions of such transaction will include, among other terms and conditions, the removal of Gordon from any and all mortgage loan guarantees and other guarantees relating to the Project.

10. If Purchaser breaches the provisions of this Agreement, then each of the parties understands and agrees that Gordon will be irreparably harmed by such breach and that the use of the Confidential Information of Gordon by Purchaser for other than the Permitted Uses could enable Purchaser to compete unfairly with Gordon and would materially harm Gordon and its business. Accordingly, in the event of a breach or imminent breach by Purchaser of its obligations under this Agreement, Gordon shall be entitled (in addition to the recovery of any damages (direct, but not indirect or consequential) which are ascertainable and an award of other appropriate relief, including reasonable attorneys' and paralegals' fees and costs incurred in enforcing this Agreement) to obtain from a court of competent jurisdiction injunctive relief and to enforce this Agreement by specific performance (without being required to post bond or other security) to prevent or restrain, or limit the effects of, as applicable or appropriate, such breach or imminent breach.

11. This Agreement will be construed in accordance with the laws of the State of Florida. The venue with respect to any litigation arising hereunder shall be in the Circuit Court in and for Palm Beach County, Florida.

12. This Agreement will not be construed more strongly against either party regardless of which party is responsible for its preparation. This instrument will have no force or validity until and unless it has been fully executed and delivered by all parties hereto.

13. In connection with any litigation arising out of this Agreement, including, without limitation, all trial, appellate, bankruptcy and post-judgment proceedings, the prevailing party will be entitled to recover reasonable attorneys' fees, paralegal fees, expenses and costs including, but not limited to, witness fees, expert fees, consultant fees, incurred in the original proceedings and on appeal.

14. This Agreement will bind and accrue to the benefit of the parties hereto and their heirs, executors, administrators, assigns and successors in interest.

15. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or email will be deemed to be an original signature.

16. This Agreement may be amended, altered or modified only by a written agreement executed by both parties.

17. Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver thereof, and no waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted. Any waiver of any provision of this Agreement shall only be applicable to the specific provision and instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provisions or as to any other provision.

18. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CAUSE OR CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS, THIRD PARTY CLAIMS, AND INTERVENOR'S CLAIMS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, REGARDLESS OF THE CAUSE OR CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ALLEGED OR THE RELIEF SOUGHT BY ANY PARTY, AND REGARDLESS OF WHETHER SUCH CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ARE BASED ON, OR ARISE OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, OUT OF ANY ALLEGED CONDUCT OR COURSE OF CONDUCT, DEALING OR COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR OTHERWISE. ANY PARTY HERETO MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY.

19. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. Notwithstanding anything to the contrary contained herein, nothing herein shall preclude Purchaser or its affiliates from purchasing the Project or debt or equity securities related thereto should they otherwise become available for sale.

22. Purchaser's obligations under this Agreement shall remain in effect for a period of five (5) years following the date hereof and shall nonetheless continue and remain in effect during such period whether or not one party or the other party hereto or both terminate the discussions or negotiations regarding the Purchase; provided, however, that, if the parties enter into a written, fully-executed contract covering the Purchase, the confidentiality and nondisclosure provisions of such contract shall govern to the extent of any conflict with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

Gordon:

Purchaser:

GORDON HOMES, LLC, on its own behalf
and on behalf of Gordon

By: _____
Print Name: Robert J. Gordon
Title: Manager

By: _____
Print Name: _____
Title: _____