

## **APPENDIX C**

### **Confidentiality and Access Agreements**

## CONFIDENTIALITY AND ACCESS AGREEMENT

This CONFIDENTIALITY AND ACCESS AGREEMENT ("Agreement") is made and entered into as of 18 day of June 2014 by and between RAM DEVELOPMENT COMPANY, a Florida corporation, c/o Ram Realty Services, 4801 PGA Boulevard, Palm Beach Gardens, Florida 33418, Attn: Hugo Pacanins, Vice President of Development, [hpacanins@ramrealestate.com](mailto:hpacanins@ramrealestate.com); and Karen D. Geller, General Counsel, [kgeller@ramrealestate.com](mailto:kgeller@ramrealestate.com); facsimile: 561.282.4806 ("Purchaser") and The Institute For Regional Conservation, 22601 SW 152<sup>nd</sup> Ave, Miami, Fl. Attn: (Sarah Martin) email: [martin@regionalconservation.org](mailto:martin@regionalconservation.org) facsimile: \_\_\_\_\_ ("Contractor").

### RECITALS:

A. WHEREAS, Purchaser has entered into a Purchase and Sale Agreement dated August 1, 2011, as amended (collectively, the "P&S Agreement"), by and between University of Miami, as seller ("Seller") and Purchaser, as purchaser, to purchase the real property located in Miami-Dade County, Florida, and more particularly described in Exhibit "A" a/k/a University of Miami Land Purchase (the "Property"); and

B. WHEREAS, Contractor desires (i) access to the Property to rescue endangered species in all areas except for NFC Preserve areas of the Property (the "Work"), and Purchaser agrees, subject to receipt of Seller's Consent (as hereinafter defined), to allow such access and to provide such information on the terms and conditions set forth herein;

NOW, THEREFORE, with respect to the foregoing recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Contractor agree as follows:

### AGREEMENT

1. **CONSENT OF SELLER.** Contractor acknowledges that the prior written consent of Seller is required for (i) Contractor to have access to the Property to perform the Work, and (ii) to receive the Information, as defined below, from Purchaser (collectively, the "Seller's Consent"). Until such time as Seller's Consent is obtained by Purchaser, Contractor shall have no right to perform the Work or receive the Information. In the event Purchaser is unable to obtain Seller's Consent, this Agreement shall automatically terminate.
2. **MAINTENANCE OF THE PROPERTY.** During performance of the Work, Contractor shall keep that portion of the Property where the Work is being performed in a well-kept condition subject, however, to the actual Work being performed, and Contractor shall restore said portion of the Property to its original condition when the Work is completed.

3. **CONFIDENTIALITY.** As a condition to Purchaser's agreement to furnish and/or disclose such Information to the Contractor for its review and inspection, the Contractor agrees to be bound by the terms set forth in this Agreement. "Information" shall include all documents, and other written or oral information, as well as diskettes and other forms of electronically transmitted data, furnished to the Contractor, or its officers, directors, employees, agents, subcontractors or representatives (collectively "Representatives") by Purchaser relating to the Property, as well as written memoranda, notes, analyses, reports, compilations, or studies prepared by or for the Contractor (in whatever form of medium) that contain, or are derived from, such information provided by Purchaser or the Inspection Work, as defined below.
4. **USE OF INFORMATION.** The Contractor agrees that it will use the Information exclusively for the purpose of performing the Work and not for any other purpose whatsoever. The Contractor further agrees that it will not disclose any Information or use it to the detriment of Seller or Purchaser or any of their affiliates; provided, however, that the Contractor may disclose Information (i) to any Representatives of the Contractor who need to know such Information for the purpose of performing the Work, provided that such Representative shall keep all information confidential pursuant to the terms hereof, it being understood and agreed that the Contractor shall be fully responsible for any disclosures by such person, and (ii) as required by law. Notwithstanding the foregoing, the confidentiality provisions of this Agreement will not apply to such portions of the Information that (a) are or become generally available to the public through no action by Contractor or any of its Representatives, (b) are or become available to Contractor or any of its Representatives on a non-confidential basis from a source other than the provision of the Information herein, or (c) were independently developed by Contractor or any of its representatives without reference to the Information provided hereunder.
5. **RELIANCE.** The Contractor agrees that all written Information will be returned to Purchaser promptly upon Purchaser's request. The Contractor acknowledges and agrees that neither Purchaser nor any other person has made or is authorized to make any representations or warranties whatsoever, including, without limitation, any representations as to the accuracy or completeness of any Information provided hereunder and that no such person will have any liability relating to the Information or for any errors therein or omissions therefrom. The Contractor further agrees that it is not entitled to rely on the accuracy or completeness of the Information and that it will be entitled to rely solely on those representations and warranties, if any, made by Purchaser to the Contractor in the definitive written documentation for a Transaction, subject to such limitations and restrictions as may be specified herein.
6. **EQUITABLE RELIEF.** The Contractor acknowledges that significant portions of the Information are proprietary in nature and that Purchaser would suffer significant and irreparable harm in the event of the misuse or disclosure of the Information. Without affecting any other rights or remedies that either party may have, the Contractor acknowledges and agrees that Purchaser shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any breach, threatened breach or anticipatory breach of the provisions of this Agreement by the Contractor or its Representatives. The Contractor agrees that it will not communicate with any other party

interested in purchasing or leasing the Property without the prior written consent of Purchaser.

7. **ACCESS.** Upon receipt of written notice from Purchaser that Purchaser has received Seller's Consent, Contractor, at its sole cost and expense, shall be entitled during Purchaser's business hours and after no less than forty-eight (48) hours' prior notice to Purchaser, to perform the Work. Purchaser and Seller shall have the right to have a representative present during any such entry.
8. **INSURANCE.** Prior to access to the Property, Contractor must deliver a certificate of insurance to Seller and Purchaser evidencing that Contractor, its Representatives and its subcontractors, have in place (and Contractor, its Representatives and its subcontractors shall maintain during the pendency of this Agreement) commercial general liability insurance with limits of at least Two Million Dollars (\$2,000,000) for bodily or personal injury or death covering any accident arising in connection with the presence of Contractor, its Representatives and its subcontractors on the Property, which insurance shall (A) name as additional insureds thereunder Seller, Purchaser and such other parties holding insurable interests as Seller and Purchaser may designate and (B) be written by a reputable insurance company having a rating of at least "A+;VII" by Best's Rating Guide (or a comparable rating by a successor rating service), and (C) otherwise be subject to Seller's and Purchaser's prior approval.
9. **INDEMNITY.** Contractor, at its sole cost and expense, and to the fullest extent permitted by law, hereby agrees to and shall indemnify, defend, protect and hold harmless Seller, Purchaser, Purchaser's management company, Purchaser's lender, and Seller's and Purchaser's respective partners, directors, officers, members, agents and employees, from and against any and all loss, damage, cause of action, cost, claim, expense, mechanic's lien, materialmen's lien and reasonable attorney's fees, actually incurred by any of the indemnified parties or affecting the Property to the extent arising out of the performance of the Work by Contractor and/or its Representatives and subcontractors.
10. **ATTORNEYS' FEES.** In the event of any litigation between the parties hereto with respect to any rights or obligations hereunder, the unsuccessful party to any such litigation shall pay to the successful party therein all costs and expenses, including but not limited to court costs and reasonable attorney's fees incurred therein by such successful party, which costs, expenses and reasonable attorney's fees shall be included in, and as a part of, any judgment rendered or settlement in such litigation.
11. **BINDING EFFECT.** The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and permitted assigns of the parties hereto.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be amended or terminated except by a writing executed by both parties to this Agreement.

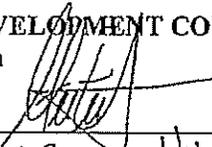
13. **WAIVER.** Neither Party shall be deemed to have waived any term or provision of this Agreement unless such waiver shall be in writing. The waiver of a term or provision of this Agreement by a Party on one occasion shall not constitute a continuing waiver thereof or a waiver as to other terms or provisions hereof.
14. **SEVERABILITY.** The provisions of this Agreement shall be severable, and if any of them is held to be invalid or unenforceable for any reason, such provision shall be modified to the extent necessary to cure such invalidity. The invalidity or unenforceability of one provision shall not affect any other provision of this Agreement.
15. **GOVERNING LAW.** This Agreement and any disputes arising hereunder or in connection herewith shall be governed by the laws of the state in which the property is located, without regard to choice of law principles.
16. **COUNTERPARTS.** This Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Agreement, and all such counterparts together shall constitute one and the same Agreement. A "pdf" of this Agreement shall constitute an original.
17. **LICENSE.** This Agreement shall be considered a license revocable by Purchaser at any time. Subject to receipt of Seller's Consent, Purchaser does hereby grant Contractor, and Contractor hereby accepts upon the terms herein stated, a non-exclusive, revocable license for ingress and egress over and upon the Property to perform the Work in accordance with this Agreement.
18. **NOTICE.** All notices required by this Agreement shall be hand-delivered to the other party, emailed, mailed by registered or certified mail (postage prepaid), return receipt requested, or delivered by an overnight courier service, to the address set forth above, or to such other address as the parties may hereafter specify in writing or sent by facsimile. Any such notice shall be considered delivered (a) on the date of hand delivery, (b) on the first day after the date of deposit with an overnight courier, (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as nondeliverable, as the case may be, if mailed by certified mail, or (d) on the sent date, provided sent before 5:00 pm EST, if delivered by email or facsimile telecommunication. If sent by email or facsimile after 5:00 pm EST, the received date shall be the next business day. By giving proper notice as required herein, either party may change its address hereunder.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement has been duly executed on the day first above written.

**PURCHASER:**

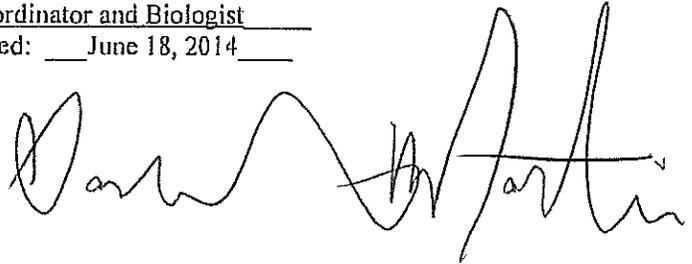
**RAM DEVELOPMENT COMPANY**, a Florida corporation

By:   
Print Name: JP Hugo (RAM)  
Title: \_\_\_\_\_  
Dated: 06/23, 2014

**CONTRACTOR:**

NAME

By: The Institute For Regional Conservation  
Print Name: Sarah Martin  
Title: IRC Pine Rockland Initiative Program  
Coordinator and Biologist  
Dated: June 18, 2014



MIAMI DADE CONSERVATION  
+ RECREATION  
200 MIAMI  
• FRANK RIDGLEY  
• CAMOLINA SEBASTIAO  
• DUSTIN SMITH

## CONFIDENTIALITY AND ACCESS AGREEMENT

This CONFIDENTIALITY AND ACCESS AGREEMENT (“**Agreement**”) is made and entered into as of 20 day of June 2014 by and between RAM DEVELOPMENT COMPANY, a Florida corporation, c/o Ram Realty Services, 4801 PGA Boulevard, Palm Beach Gardens, Florida 33418, Attn: Hugo Pacanins, Vice President of Development, [hpacanins@ramrealestate.com](mailto:hpacanins@ramrealestate.com); and Karen D. Geller, General Counsel, [kgeller@ramrealestate.com](mailto:kgeller@ramrealestate.com); facsimile: 561.282.4806 (“**Purchaser**”) and Zoo Miami 12400 SW 152<sup>nd</sup> Street Miami, FL 33177. Frank Ridgley email: [frid@miamidade.gov](mailto:frid@miamidade.gov) facsimile: 305-378-6381 (“**Contractor**”).

### RECITALS:

A. WHEREAS, Purchaser has entered into a Purchase and Sale Agreement dated August 1, 2011, as amended (collectively, the “**P&S Agreement**”), by and between University of Miami, as seller (“**Seller**”) and Purchaser, as purchaser, to purchase the real property located in Miami-Dade County, Florida, and more particularly described in Exhibit “A” a/k/a University of Miami Land Purchase (the “**Property**”); and

B. WHEREAS, Contractor desires (i) access to the Property to rescue endangered species in all areas except for NFC Preserve areas of the Property (the “**Work**”), and Purchaser agrees, subject to receipt of Seller’s Consent (as hereinafter defined), to allow such access and to provide such information on the terms and conditions set forth herein;

NOW, THEREFORE, with respect to the foregoing recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Contractor agree as follows:

### AGREEMENT

1. **CONSENT OF SELLER.** Contractor acknowledges that the prior written consent of Seller is required for (i) Contractor to have access to the Property to perform the Work, and (ii) to receive the Information, as defined below, from Purchaser (collectively, the “**Seller’s Consent**”). Until such time as Seller’s Consent is obtained by Purchaser, Contractor shall have no right to perform the Work or receive the Information. In the event Purchaser is unable to obtain Seller’s Consent, this Agreement shall automatically terminate.
2. **MAINTENANCE OF THE PROPERTY.** During performance of the Work, Contractor shall keep that portion of the Property where the Work is being performed in a well-kept condition subject, however, to the actual Work being performed, and Contractor shall restore said portion of the Property to its original condition when the Work is completed.

3. **CONFIDENTIALITY.** As a condition to Purchaser's agreement to furnish and/or disclose such Information to the Contractor for its review and inspection, the Contractor agrees to be bound by the terms set forth in this Agreement. "Information" shall include all documents, and other written or oral information, as well as diskettes and other forms of electronically transmitted data, furnished to the Contractor, or its officers, directors, employees, agents, subcontractors or representatives (collectively "**Representatives**") by Purchaser relating to the Property, as well as written memoranda, notes, analyses, reports, compilations, or studies prepared by or for the Contractor (in whatever form of medium) that contain, or are derived from, such information provided by Purchaser or the Inspection Work, as defined below.
4. **USE OF INFORMATION.** The Contractor agrees that it will use the Information exclusively for the purpose of performing the Work and not for any other purpose whatsoever. The Contractor further agrees that it will not disclose any Information or use it to the detriment of Seller or Purchaser or any of their affiliates; provided, however, that the Contractor may disclose Information (i) to any Representatives of the Contractor who need to know such Information for the purpose of performing the Work, provided that such Representative shall keep all information confidential pursuant to the terms hereof, it being understood and agreed that the Contractor shall be fully responsible for any disclosures by such person, and (ii) as required by law. Notwithstanding the foregoing, the confidentiality provisions of this Agreement will not apply to such portions of the Information that (a) are or become generally available to the public through no action by Contractor or any of its Representatives, (b) are or become available to Contractor or any of its Representatives on a non-confidential basis from a source other than the provision of the Information herein, or (c) were independently developed by Contractor or any of its representatives without reference to the Information provided hereunder.
5. **RELIANCE.** The Contractor agrees that all written Information will be returned to Purchaser promptly upon Purchaser's request. The Contractor acknowledges and agrees that neither Purchaser nor any other person has made or is authorized to make any representations or warranties whatsoever, including, without limitation, any representations as to the accuracy or completeness of any Information provided hereunder and that no such person will have any liability relating to the Information or for any errors therein or omissions therefrom. The Contractor further agrees that it is not entitled to rely on the accuracy or completeness of the Information and that it will be entitled to rely solely on those representations and warranties, if any, made by Purchaser to the Contractor in the definitive written documentation for a Transaction, subject to such limitations and restrictions as may be specified herein.
6. **EQUITABLE RELIEF.** The Contractor acknowledges that significant portions of the Information are proprietary in nature and that Purchaser would suffer significant and irreparable harm in the event of the misuse or disclosure of the Information. Without affecting any other rights or remedies that either party may have, the Contractor acknowledges and agrees that Purchaser shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any breach, threatened breach or anticipatory breach of the provisions of this Agreement by the Contractor or its Representatives. The Contractor agrees that it will not communicate with any other party

interested in purchasing or leasing the Property without the prior written consent of Purchaser.

7. **ACCESS**. Upon receipt of written notice from Purchaser that Purchaser has received Seller's Consent, Contractor, at its sole cost and expense, shall be entitled during Purchaser's business hours and after no less than forty-eight (48) hours' prior notice to Purchaser, to perform the Work. Purchaser and Seller shall have the right to have a representative present during any such entry.
8. **INSURANCE**. Prior to access to the Property, Contractor must deliver a certificate of insurance to Seller and Purchaser evidencing that Contractor, its Representatives and its subcontractors, have in place (and Contractor, its Representatives and its subcontractors shall maintain during the pendency of this Agreement) commercial general liability insurance with limits of at least Two Million Dollars (\$2,000,000) for bodily or personal injury or death covering any accident arising in connection with the presence of Contractor, its Representatives and its subcontractors on the Property, which insurance shall (A) name as additional insureds thereunder Seller, Purchaser and such other parties holding insurable interests as Seller and Purchaser may designate and (B) be written by a reputable insurance company having a rating of at least "A+:VII" by Best's Rating Guide (or a comparable rating by a successor rating service), and (C) otherwise be subject to Seller's and Purchaser's prior approval.
9. **INDEMNITY**. Contractor, at its sole cost and expense, and to the fullest extent permitted by law, hereby agrees to and shall indemnify, defend, protect and hold harmless Seller, Purchaser, Purchaser's management company, Purchaser's lender, and Seller's and Purchaser's respective partners, directors, officers, members, agents and employees, from and against any and all loss, damage, cause of action, cost, claim, expense, mechanic's lien, materialmen's lien and reasonable attorney's fees, actually incurred by any of the indemnified parties or affecting the Property to the extent arising out of the performance of the Work by Contractor and/or its Representatives and subcontractors.
10. **ATTORNEYS' FEES**. In the event of any litigation between the parties hereto with respect to any rights or obligations hereunder, the unsuccessful party to any such litigation shall pay to the successful party therein all costs and expenses, including but not limited to court costs and reasonable attorney's fees incurred therein by such successful party, which costs, expenses and reasonable attorney's fees shall be included in, and as a part of, any judgment rendered or settlement in such litigation.
11. **BINDING EFFECT**. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and permitted assigns of the parties hereto.
12. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be amended or terminated except by a writing executed by both parties to this Agreement.

13. **WAIVER.** Neither Party shall be deemed to have waived any term or provision of this Agreement unless such waiver shall be in writing. The waiver of a term or provision of this Agreement by a Party on one occasion shall not constitute a continuing waiver thereof or a waiver as to other terms or provisions hereof.
14. **SEVERABILITY.** The provisions of this Agreement shall be severable, and if any of them is held to be invalid or unenforceable for any reason, such provision shall be modified to the extent necessary to cure such invalidity. The invalidity or unenforceability of one provision shall not affect any other provision of this Agreement.
15. **GOVERNING LAW.** This Agreement and any disputes arising hereunder or in connection herewith shall be governed by the laws of the state in which the property is located, without regard to choice of law principles.
16. **COUNTERPARTS.** This Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Agreement, and all such counterparts together shall constitute one and the same Agreement. A "pdf" of this Agreement shall constitute an original.
17. **LICENSE.** This Agreement shall be considered a license revocable by Purchaser at any time. Subject to receipt of Seller's Consent, Purchaser does hereby grant Contractor, and Contractor hereby accepts upon the terms herein stated, a non-exclusive, revocable license for ingress and egress over and upon the Property to perform the Work in accordance with this Agreement.
18. **NOTICE.** All notices required by this Agreement shall be hand-delivered to the other party, emailed, mailed by registered or certified mail (postage prepaid), return receipt requested, or delivered by an overnight courier service, to the address set forth above, or to such other address as the parties may hereafter specify in writing or sent by facsimile. Any such notice shall be considered delivered (a) on the date of hand delivery, (b) on the first day after the date of deposit with an overnight courier, (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as nondeliverable, as the case may be, if mailed by certified mail, or (d) on the sent date, provided sent before 5:00 pm EST, if delivered by email or facsimile telecommunication. If sent by email or facsimile after 5:00 pm EST, the received date shall be the next business day. By giving proper notice as required herein, either party may change its address hereunder.

(SIGNATURE PAGE FOLLOWS)



## CONFIDENTIALITY AND ACCESS AGREEMENT

This CONFIDENTIALITY AND ACCESS AGREEMENT ("**Agreement**") is made and entered into as of 20<sup>th</sup> day of June 2014 by and between RAM DEVELOPMENT COMPANY, a Florida corporation, c/o Ram Realty Services, 4801 PGA Boulevard, Palm Beach Gardens, Florida 33418, Attn: Hugo Pacanins, Vice President of Development, [hpacanins@ramrealestate.com](mailto:hpacanins@ramrealestate.com); and Karen D. Geller, General Counsel, [kgeller@ramrealestate.com](mailto:kgeller@ramrealestate.com); facsimile: 561.282.4806 ("**Purchaser**") and Fairchild Tropical Botanic Garden, 10901 Old Cutler Road Miami, Fl. 33156 Attn: Carl E Lewis, Director email: [clewis@fairchildgarden.org](mailto:clewis@fairchildgarden.org) facsimile: 305.740.2003 ("**Contractor**").

### R E C I T A L S:

A. WHEREAS, Purchaser has entered into a Purchase and Sale Agreement dated August 1, 2011, as amended (collectively, the "**P&S Agreement**"), by and between University of Miami, as seller ("**Seller**") and Purchaser, as purchaser, to purchase the real property located in Miami-Dade County, Florida, and more particularly described in Exhibit "A" a/k/a University of Miami Land Purchase (the "**Property**"); and

B. WHEREAS, Contractor desires (i) access to the Property to rescue endangered species in all areas except for NFC Preserve areas of the Property (the "**Work**"), and Purchaser agrees, subject to receipt of Seller's Consent (as hereinafter defined), to allow such access and to provide such information on the terms and conditions set forth herein;

NOW, THEREFORE, with respect to the foregoing recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Contractor agree as follows:

### A G R E E M E N T

1. **CONSENT OF SELLER.** Contractor acknowledges that the prior written consent of Seller is required for (i) Contractor to have access to the Property to perform the Work, and (ii) to receive the Information, as defined below, from Purchaser (collectively, the "**Seller's Consent**"). Until such time as Seller's Consent is obtained by Purchaser, Contractor shall have no right to perform the Work or receive the Information. In the event Purchaser is unable to obtain Seller's Consent, this Agreement shall automatically terminate.
  
2. **MAINTENANCE OF THE PROPERTY.** During performance of the Work, Contractor shall keep that portion of the Property where the Work is being performed in a well-kept condition subject, however, to the actual Work being performed, and Contractor shall restore said portion of the Property to its original condition when the Work is completed.

3. **CONFIDENTIALITY.** As a condition to Purchaser's agreement to furnish and/or disclose such Information to the Contractor for its review and inspection, the Contractor agrees to be bound by the terms set forth in this Agreement. "Information" shall include all documents, and other written or oral information, as well as diskettes and other forms of electronically transmitted data, furnished to the Contractor, or its officers, directors, employees, agents, subcontractors or representatives (collectively "Representatives") by Purchaser relating to the Property, as well as written memoranda, notes, analyses, reports, compilations, or studies prepared by or for the Contractor (in whatever form of medium) that contain, or are derived from, such information provided by Purchaser or the Inspection Work, as defined below.
4. **USE OF INFORMATION.** The Contractor agrees that it will use the Information exclusively for the purpose of performing the Work and not for any other purpose whatsoever. The Contractor further agrees that it will not disclose any Information or use it to the detriment of Seller or Purchaser or any of their affiliates; provided, however, that the Contractor may disclose Information (i) to any Representatives of the Contractor who need to know such Information for the purpose of performing the Work, provided that such Representative shall keep all information confidential pursuant to the terms hereof, it being understood and agreed that the Contractor shall be fully responsible for any disclosures by such person, and (ii) as required by law. Notwithstanding the foregoing, the confidentiality provisions of this Agreement will not apply to such portions of the Information that (a) are or become generally available to the public through no action by Contractor or any of its Representatives, (b) are or become available to Contractor or any of its Representatives on a non-confidential basis from a source other than the provision of the Information herein, or (c) were independently developed by Contractor or any of its representatives without reference to the Information provided hereunder.
5. **RELIANCE.** The Contractor agrees that all written Information will be returned to Purchaser promptly upon Purchaser's request. The Contractor acknowledges and agrees that neither Purchaser nor any other person has made or is authorized to make any representations or warranties whatsoever, including, without limitation, any representations as to the accuracy or completeness of any Information provided hereunder and that no such person will have any liability relating to the Information or for any errors therein or omissions therefrom. The Contractor further agrees that it is not entitled to rely on the accuracy or completeness of the Information and that it will be entitled to rely solely on those representations and warranties, if any, made by Purchaser to the Contractor in the definitive written documentation for a Transaction, subject to such limitations and restrictions as may be specified herein.
6. **EQUITABLE RELIEF.** The Contractor acknowledges that significant portions of the Information are proprietary in nature and that Purchaser would suffer significant and irreparable harm in the event of the misuse or disclosure of the Information. Without affecting any other rights or remedies that either party may have, the Contractor acknowledges and agrees that Purchaser shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any breach, threatened breach or anticipatory breach of the provisions of this Agreement by the Contractor or its Representatives. The Contractor agrees that it will not communicate with any other party

interested in purchasing or leasing the Property without the prior written consent of Purchaser.

7. **ACCESS.** Upon receipt of written notice from Purchaser that Purchaser has received Seller's Consent, Contractor, at its sole cost and expense, shall be entitled during Purchaser's business hours and after no less than forty-eight (48) hours' prior notice to Purchaser, to perform the Work. Purchaser and Seller shall have the right to have a representative present during any such entry.
8. **INSURANCE.** Prior to access to the Property, Contractor must deliver a certificate of insurance to Seller and Purchaser evidencing that Contractor, its Representatives and its subcontractors, have in place (and Contractor, its Representatives and its subcontractors shall maintain during the pendency of this Agreement) commercial general liability insurance with limits of at least Two Million Dollars (\$2,000,000) for bodily or personal injury or death covering any accident arising in connection with the presence of Contractor, its Representatives and its subcontractors on the Property, which insurance shall (A) name as additional insureds thereunder Seller, Purchaser and such other parties holding insurable interests as Seller and Purchaser may designate and (B) be written by a reputable insurance company having a rating of at least "A+:VII" by Best's Rating Guide (or a comparable rating by a successor rating service), and (C) otherwise be subject to Seller's and Purchaser's prior approval.
9. **INDEMNITY.** Contractor, at its sole cost and expense, and to the fullest extent permitted by law, hereby agrees to and shall indemnify, defend, protect and hold harmless Seller, Purchaser, Purchaser's management company, Purchaser's lender, and Seller's and Purchaser's respective partners, directors, officers, members, agents and employees, from and against any and all loss, damage, cause of action, cost, claim, expense, mechanic's lien, materialmen's lien and reasonable attorney's fees, actually incurred by any of the indemnified parties or affecting the Property to the extent arising out of the performance of the Work by Contractor and/or its Representatives and subcontractors.
10. **ATTORNEYS' FEES.** In the event of any litigation between the parties hereto with respect to any rights or obligations hereunder, the unsuccessful party to any such litigation shall pay to the successful party therein all costs and expenses, including but not limited to court costs and reasonable attorney's fees incurred therein by such successful party, which costs, expenses and reasonable attorney's fees shall be included in, and as a part of, any judgment rendered or settlement in such litigation.
11. **BINDING EFFECT.** The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and permitted assigns of the parties hereto.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be amended or terminated except by a writing executed by both parties to this Agreement.

13. **WAIVER.** Neither Party shall be deemed to have waived any term or provision of this Agreement unless such waiver shall be in writing. The waiver of a term or provision of this Agreement by a Party on one occasion shall not constitute a continuing waiver thereof or a waiver as to other terms or provisions hereof.
14. **SEVERABILITY.** The provisions of this Agreement shall be severable, and if any of them is held to be invalid or unenforceable for any reason, such provision shall be modified to the extent necessary to cure such invalidity. The invalidity or unenforceability of one provision shall not affect any other provision of this Agreement.
15. **GOVERNING LAW.** This Agreement and any disputes arising hereunder or in connection herewith shall be governed by the laws of the state in which the property is located, without regard to choice of law principles.
16. **COUNTERPARTS.** This Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Agreement, and all such counterparts together shall constitute one and the same Agreement. A "pdf" of this Agreement shall constitute an original.
17. **LICENSE.** This Agreement shall be considered a license revocable by Purchaser at any time. Subject to receipt of Seller's Consent, Purchaser does hereby grant Contractor, and Contractor hereby accepts upon the terms herein stated, a non-exclusive, revocable license for ingress and egress over and upon the Property to perform the Work in accordance with this Agreement.
18. **NOTICE.** All notices required by this Agreement shall be hand-delivered to the other party, emailed, mailed by registered or certified mail (postage prepaid), return receipt requested, or delivered by an overnight courier service, to the address set forth above, or to such other address as the parties may hereafter specify in writing or sent by facsimile. Any such notice shall be considered delivered (a) on the date of hand delivery, (b) on the first day after the date of deposit with an overnight courier, (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as nondeliverable, as the case may be, if mailed by certified mail, or (d) on the sent date, provided sent before 5:00 pm EST, if delivered by email or facsimile telecommunication. If sent by email or facsimile after 5:00 pm EST, the received date shall be the next business day. By giving proper notice as required herein, either party may change its address hereunder.

**(SIGNATURE PAGE FOLLOWS)**

IN WITNESS WHEREOF, this Agreement has been duly executed on the day first above written.

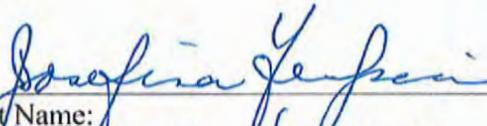
**PURCHASER:**

**RAM DEVELOPMENT COMPANY**, a Florida corporation

By:   
Print Name: VP HUGO PAGAN  
Title: VP  
Dated: 6/24, 2014

**CONTRACTOR:**

**NAME**

By:   
Print Name: JOSEFINA HESPICA  
Title: CEO  
Dated: 6/20/14