

**CONFIDENTIALITY/COMMISSION AGREEMENT**

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TO: Cushman & Wakefield of Georgia, Inc. ("Broker") – Via Facsimile (404) 875-4637 or [pierce.owings@cushwake.com](mailto:pierce.owings@cushwake.com)

RE: ALTAMA, a 5,622 +/- acre site located in Glynn County, Georgia, BIG PASTURE, a 10,000 +/- acre site located in Camden County, Georgia, LITTLE PASTURE, a 2,000 +/- acre site located in Camden County, Georgia, and SINCLAIR, a 130 +/- acre site located in Glynn County, Georgia (collectively, the "Property").

\_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Co-broker"), if applicable, hereby requests that Cushman and Wakefield of Georgia, Inc. ("Broker") provide information and materials ("Information Materials") concerning the Property to undersigned prospective Purchaser for the purpose of endeavoring to obtain an offer to purchase the Property.

If the undersigned Purchaser is represented by a Co-broker, said undersigned Co-broker agrees to accept from Broker, for ALTAMA a commission equal to 1% of the gross sales price, for BIG PASTURE a commission equal to 1% of the gross sales price, for LITTLE PASTURE a commission equal to 2% of the gross sales price, and for SINCLAIR a commission equal to 2% of the gross sales price, if the transaction contemplated in this paragraph closes and a commission is paid. The undersigned Co-broker further represents that it is licensed as a real estate broker in the State of Georgia.

Co- Broker agrees that in no event shall Broker be under any obligation or have any liability for the payment to Co-Broker of the cooperating broker's portion of the commission unless and until Broker has received payment thereof from Seller.

The undersigned acknowledges that Seller shall have no obligation to Purchaser unless and until a written agreement embodying all the terms and conditions of the proposed sale is executed and delivered by Seller and by Purchaser, and, in such event, Seller's only obligation to the Purchaser will be as and to the extent, if any, provided in such written agreement. The undersigned further acknowledges that neither Seller nor Broker assumes any responsibility for the accuracy or completeness of the information contained in any offering materials for the Property, and that the offering of the Property and any proposed transaction with respect thereto is subject to withdrawal, revocation, alteration, or change by you at any time with or without notice and without your obligation of any kind to the Purchaser or the undersigned in that event.

We understand that the information which you supply us concerning the Property is confidential, and we agree not to copy, discuss it with, or distribute it to anyone other than Purchaser without your prior written consent. We will return any information you have furnished to us upon your request.

Neither Broker nor Seller nor any other person makes any representation or warranty whatsoever, express or implied, as to the accuracy or completeness of the Information Materials. Purchaser agrees that neither Seller nor Broker nor any other person shall have any liability for any reason to the Co-Broker or Purchaser resulting from any use (or misuse) of the Information Materials.

Purchaser acknowledges that the Property has been offered for sale subject to the Seller's continuing right, in its sole discretion and without notice to anyone, (1) to withdraw the Property (or portions thereof) from the market, (2) to sell the Property (or portions thereof) to any person or (3) to reject any offer or discontinue any negotiations for any reason whatsoever. The Seller shall have no legal commitment or obligation to any person making an offer to purchase the Property (or any portion thereof), nor shall Purchaser have any obligation to purchase Property, unless and until a written agreement for the sale of the Property (or any portion thereof) has been fully executed, delivered, and approved by Seller and Purchaser.

The parties warrant and represent to one another, that each party, their constituents and affiliates: (a) is not, and shall not become, a person or entity with whom the parties are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (b) is not knowingly engaged in, and shall not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

Accepted by (Sign): \_\_\_\_\_  
(Prospective Purchaser)  
\_\_\_\_\_  
(Print name)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted by (Sign): \_\_\_\_\_  
(Co-broker)  
\_\_\_\_\_  
(Print name)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_