

Confidentiality Agreement

THE PROPERTY

Live Aqua Resort Hotel 258-B Boulevard Kukulcan Km. 12.5 Zona Hotelera Cancun Quintana Roo Mexico

B Realtors Inc, ("BR") (the "Broker") has been retained on an exclusive basis by Owner, (the "Owner") with respect to the offering for sale of (the "Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to BR. All fees due BR in connection with the sale of the Property shall be paid by the Owner. Potential Purchaser agrees that neither BR nor Owner shall be responsible for paying any fees to agents representing Potential Purchaser.

BR has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). BR will not disclose such Informational Materials to Potential Purchaser unless and until the Potential Purchaser has executed this Agreement. Upon BR's receipt of this executed agreement, BR is prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Informational Materials pertaining to the Property, which may be furnished to the Potential Purchaser by BR, shall continue to be the property of the Owner and BR. The Informational Materials will be used solely for the purpose of the Potential Purchaser and may not be copied or duplicated without BR written consent and must be returned to BR immediately upon BR's request or when the Potential Purchaser terminates negotiations with respect to the Property.
2. The Informational Materials may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property.
3. The Potential Purchaser understands and acknowledges that BR and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to BR by others and has not been independently verified by BR and is not guaranteed as to completeness or accuracy.
4. The Potential Purchaser hereby indemnifies and holds harmless BR and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this Agreement including, without limitation, claims for brokerage commissions from any agent representing Potential Purchaser.
5. The Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. This agreement terminates two (2) years from the date hereof except as to written claims by Owner or BR against Potential Purchaser prior thereto. Broker (BR) has a written listing agreement with the seller, in the event the transaction occurs after the expiration on the agreement, the Buyer or any agent or representative may be liable to pay Broker "BR" a commission equal to 2% of the transaction value, if any interest in the property is transferred to the above party or any affiliated party, whether by sale, lease or exchange, or any other means of transfer. The Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion, or national origin.

If in agreement with the foregoing, please return one signed copy of this agreement to: B Realtors Inc
Attention: Jaime Godur | Email: jaime@jvaglobal.com | Phone: 561-654-1333
100 Plaza Real South Suite F Boca Raton 33432

POTENTIAL PURCHASER

I AM A BROKER: I also need a Broker Agreement

I AM A BROKER ACTING AS PRINCIPAL

ACCEPTED AND AGREED TO:

THIS _____ DAY OF _____ 2017

_____ (Signature)

NAME: _____
(Print Name)

TITLE: _____

CHANGE OF ADDRESS? Y OR NO

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

MOBILE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____