

**Fiber Optic and Electric Power Line Company (The "Company")**

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned ("The Recipient") enters into this Confidentiality Agreement with National Business Search ("NBS") and for the benefit of NBS and the Company. NBS has attached hereto or has provided or may subsequently provide to the Recipient in connection herewith certain technical, financial and/or business information (collectively the "Information") regarding the Company (as above designated) to facilitate an evaluation by the Recipient whether to acquire the Company or stock or assets thereof. The Recipient acknowledges that the Information is highly confidential and proprietary to the Company.

2. The Recipient shall not at any time, without prior written consent of the Company, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, the Information to anyone, except the Recipient's financial advisors and investors, who may be furnished with the Information for the sole purpose of advising the Recipient as to the structure of any proposed purchase of the Company (or its stock or assets), and it will keep permanently confidential the Information and will use the Information only for the purpose set forth above. The Recipient shall be under no obligation to maintain as confidential any information which: (a) The Recipient can show by legally sufficient written evidence was in its possession prior to disclosure by NBS and/or the Company; (b) becomes generally available to the public in tangible form other than by acts or omissions of the Recipient; or (c) is lawfully obtained from a third party not under a Confidentiality Agreement with NBS or the Company. The Recipient shall not contact the Company to meet with same and/or any other agents, employees or individuals, inside or outside of the Company to discuss the sale or purchase of the Company or the Information without prior written consent of NBS.

3. The Recipient hereby indemnifies and holds harmless NBS and the Company, and their respective agents, representatives, shareholders, directors, officers, agents, and its agents, representatives, employees and attorneys, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, from, or attributed to the transactions or matters subject hereof, or the actions, omissions, wrongful conduct or other breach of this Confidentiality Agreement by Recipient, which indemnification shall include, without limitation, reimbursement of attorney's fees and expenses incurred by NBS or the Company in connection herewith.

4. The Recipient shall not enter into any agreement for the purchase of the Company or its stock or assets unless said agreement contains a provision wherein the parties thereto acknowledge that NBS is the procuring cause of such agreement and NBS is entitled to a broker's commission as agreed upon by the Company and NBS. While the Information is believed to be accurate, it is subject to change, error or withdrawal of offering, without notice. The Company and NBS expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Information, or, for omissions from it. The Company reserves the right to require the return of the Information at any time, and the Recipient shall immediately return the Information, together with all copies thereof and notes relating to the Information upon demand by NBS or the Company.

5. A facsimile or electronically scanned and emailed transmission of this document is agreed to be legal and binding. The Recipient acknowledges and agrees that NBS is the agent for the Company or/ or the owner(s) of the Company and as such represents the Company and/or the owners(s) of the Company and not the Recipient. The duties, loyalties and faithfulness of NBS is owed to the Company and/or the owner(s) of the Company and NBS must inform the Company and/or the owner(s) of the Company of all important information NBS knows which might affect the Company's and/or the owner(s)' decision concerning the sale of the Company.

6. This Agreement contains the entire agreement between the parties hereto with regard to the subject matter hereof. If one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties' heirs, successors and assigns, where permitted. This Agreement may not be assigned by the Recipient without the prior written consent of NBS. No ambiguity herein shall be resolved presumptively against any party. This Agreement shall be construed in accordance with the laws of the State of Florida, and the obligations of the parties are performable in Pinellas County, Florida where venue shall lie for any actions brought hereunder. All provisions herein for the protection of NBS and the Company are intended to be for the benefit of such parties, and such provisions are enforceable directly by NBS or the Company against the Recipient. The Recipient agrees that any remedy at law for any actual or threatened breach of this Confidentiality Agreement would be inadequate, that NBS and the Company will suffer irreparable harm if the Recipient breaches any of the terms of this Confidentiality Agreement and that NBS or the Company shall be entitled to seek injunctive relief in the event of such a breach.

Recipient signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_