

## CONFIDENTIAL DISCUSSION AGREEMENT

CARILLON COMMUNITY RESIDENTIAL ASSOCIATION, INC. and KEN HOFER (collectively "Plaintiffs"), AHG GROUP, LLC and UNIVERSITY OF CENTRAL FLORIDA FOUNDATION, INC. (collectively "Defendants"), THERIAQUE, VORBECK & SPAIN, as counsel for Plaintiffs and LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A. ("LDDK&R"), as counsel for Defendants hereby agree as follows:

1. Plaintiffs have sued Defendants in the following litigation:

In the Circuit Court of the Eighteenth Judicial Circuit, in and for Seminole County, Florida; Carillon Community Residential Association, Inc. and Ken Hofer, vs. Seminole County, Florida, AHG Group, LLC and University of Central Florida Foundation, Inc. ; Case No.: 09-CA-19AP; and

In the Circuit Court of the Eighteenth Judicial Circuit, in and for Seminole County, Florida; Carillon Community Residential Association, Inc. and Ken Hofer, vs. Seminole County, Florida, AHG Group, LLC and University of Central Florida Foundation, Inc. ; Case No.: 09-CA-1735-16-W.

2. Theriaque, Vorbeck & Spain is counsel for Plaintiffs.

3. LDDK&R is counsel for Defendants.

4. Without waiving or releasing the rights that any of the parties hereto would otherwise have to assert or defend the disputed claims and set-off claims between them, said parties now desire to meet in person and by telephone or exchange settlement correspondence to discuss their differences with respect to the above-referenced matters in furtherance of reaching a possible resolution outside of litigation.

5. Plaintiffs and Defendants agree that all discussions, representations and statements made during any meeting, telephone conference or correspondence associated with potential settlement of this controversy shall be privileged as settlement negotiations to the same degree afforded to settlement related communications at court ordered mediations under governing law, and shall not be admissible in evidence, useable in any judicial proceeding or

otherwise subject to discovery solely by virtue of the same having been disclosed in the discussions or at the meeting(s). It is further agreed that the disclosure of any matters or documents at the meeting shall in no way be interpreted or construed as a waiver of any right any other party might have to prevent compelled disclosure of the same information or documentation in the event litigation should later ensue. No statements at the meeting shall be construed as an admission, nor shall they be admissible.

6. The parties acknowledge and agree that their agreement to meet shall not be construed as a waiver of any objection, privilege, claim or defense which any party may have to assert at any stage of any proceedings involving one another and other persons or entities. All objections and all questions as to discoverability, competency, relevancy, privilege, and admissibility into evidence of any matters discussed or documentation disclosed at the meeting as well as the right to seek further protection from disclosure are expressly reserved to all parties.

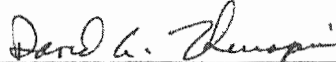
7. The only binding agreement between the parties hereto shall be an agreement that is reduced to writing and signed by all of the parties hereto.


8. From and after the date hereof, and regardless of whether or not settlement discussions result in a resolution of the claims by and between Plaintiffs and Defendants, the parties hereto and their counsel jointly agree that they will preserve as confidential the existence of this Confidential Discussion Agreement, the dates of their settlement discussions, the results of their settlement discussions, and all other matters pertaining to or relating in any way to their settlement discussions (including for example and not by way of limitation, any and all material, documents, concepts, ideas, facts or positions which are exchanged or discussed).

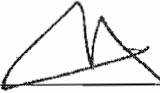
9. This Agreement shall be binding upon all parties hereto and their counsel.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 8<sup>th</sup>

day of July, 2009.

  
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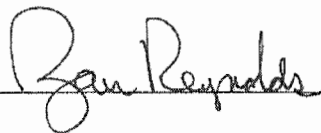
**CARILLON COMMUNITY  
 RESIDENTIAL ASSOCIATION, INC.**

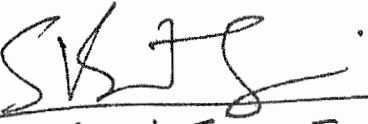
**KEN HOFER**

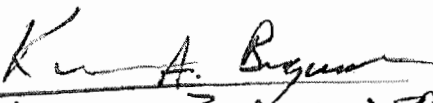
By:   
**AHG GROUP, LLC**

By:   
**UNIVERSITY OF CENTRAL FLORIDA  
 FOUNDATION, INC.**

By: 

By: 

  
**S. Brent Spain, Esquire**

  
**KARL A. BURGUNDER**