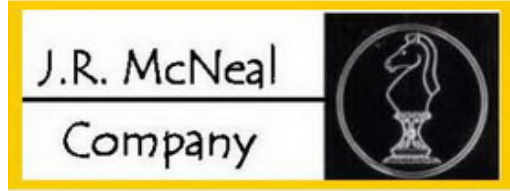


RETURN VIA FACSIMILE TO :
Randy McNeal, CCIM
J R McNeal Company
904-371-5186



CONFIDENTIALITY AGREEMENT

J. R. McNeal Company (“JR”) has proprietary information (“Confidential Information”) with respect to property located at 377 S. Roscoe Blvd., Ponte Vedra Beach, Florida, (“the Property”) and architectural, engineering, building, environmental plans, permits and offerings associated with a proposed development of the property, AKA Marina Club PV (“the Plans”). All communications with respect to the contemplated sale of the Property or use of the Plans shall be directed to JR. Any fees due JR in connection with the sale of the Property shall be paid by the Owner of the Property. Any fees due for the use of the Plans by Principle Entity shall be paid by Principle Entity by a separate agreement. Principle Entity agrees that neither JR nor Owner shall be responsible for paying any fees to agents representing Principle Entity.

JR shall make such Confidential Information available to the undersigned (“Principle Entity”) upon execution of this Confidentiality Agreement. The Confidential Information is intended solely for the limited use of Principal Entity registered below in considering whether to pursue negotiations to acquire the Property. This is neither an agreement to sell the Property or Plans nor an offer of sale. No agreement binding upon the Owner of the Property, JR, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner of the Property or JR enters into a formal binding agreement of sale, lease or license to use.

The Confidential Information contains information pertaining to a previous plan for the development of the Property, and has been prepared and produced by JR at considerable time and expense. It does not purport to be current nor all inclusive, or to contain all the information which a prospective purchaser or developer may desire. Neither JR nor the Owner make any representation or warranty, expressed or implied except that the information may be disclosed to the Principle Entity, the Principle Entity’s partners, employees, legal counsel and lenders or pursuant to a court order. JR and Owner, individually and severally, expressly reserve the right, each in their sole discretion, to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice. This Agreement shall expire three hundred and sixty-five (365) days from execution. If Principle Entity does not wish to pursue acquisition negotiations, Principle Entity hereby agrees to delete all files and destroy all electronic, digital, and hard copies of the Confidential Information.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 20____.

PRINCIPAL/ENTITY: _____

BY: _____, It’s _____

CONTACT INDIVIDUAL: _____ PHONE: _____

ADDRESS: _____ FAX: _____

CITY: _____ STATE: _____, ZIP _____

EMAIL: _____