

CONFIDENTIALITY AGREEMENT

Marina ID-SE Marina and Development Site: SM Marina#189

This Agreement will govern the treatment of information to be provided to the undersigned below ("Prospective Purchaser") in connection with an investigation of SE Marina and Development Site ID: SM Marina #189 (the "Marina "), an exclusive listing of Simply Marinas.

Buyer desires to participate in discussions regarding the purchase of Marina. During these discussions, Seller and Broker may share certain proprietary, confidential information with the Buyer. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. Definition of Confidential Information:

For purposes of this Agreement, 'Confidential Information' means not to disclose that the marina is for sale, and any data or information that is proprietary to the Seller and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, that should reasonably be recognized as Seller's confidential information including, but not limited to marketing strategies and plans, financial information, financial projections and sales estimates, business plans and performance results relating to the Seller's past, present or future business activities, customer and supplier lists, plans for products or services, any technical information, design, process, procedure, formula, improvement, technology or method, reports, data, know-how, works-in-progress, designs, specifications, computer software, databases, information and trade secrets. Confidential information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated confidential information. Buyer acknowledges that the confidential information is proprietary to the Seller, has been developed and obtained through great efforts by Seller, and that Seller regards all of its confidential information as trade secrets.

Buyer shall limit disclosure of Seller's confidential information only to those who have a need to know such information in connection with the potential sale of this business including financiers and legal and accounting advisors. Confidential information shall be used solely in connection with consummation of the sale of Seller's business to Buyer. No other right or license in the Confidential information, whether expressed or implied, is granted to Buyer. Title to the confidential information will remain solely in the Seller and/or Broker until any final closing on a sale to Buyer.

2. Remedies:

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and could create business losses to the Seller. Both parties agree that Seller would be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof, in addition to any other legal remedies available. Seller shall be entitled to recover its costs and fees, including reasonable attorney's fees, incurred in obtaining any such relief.

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3. Notice of Breach:

Buyer shall notify Broker immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Buyer or its representatives and will cooperate with efforts by Broker and/or Seller to help the Buyer regain possession of Confidential Information and prevent its further unauthorized use.

4. No Binding Agreement for Transaction:

Parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

5. Warranty:

Seller warrants that he has the right to make the disclosures under this Agreement. No other warranties are made by any party under this Agreement. Parties acknowledge that although Seller shall attempt to include in the Confidential Information all information that Seller believes relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by Seller or Broker. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

6. Miscellaneous:

- a. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement may only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b. The validity, construction and performance of this Agreement shall be governed by the laws of the State where the marina is located, that are applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.

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- c. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e. This agreement shall remain in full effect for a period of two (2) years from the date of signature.

If in agreement with the foregoing, please sign this Agreement and return one signed copy to Michelle Ash, Simply Marinas Broker:
Fax: 888-456-3068 or email to: ash1@simplymarinas.com

ACKNOWLEDGED AND AGREED BY:

(All information below must be completed fully and legibly)

Prospective Purchaser's Name (Print Clearly)

Prospective Purchaser's Signature

Company

Address

Date Signed