

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this “Agreement”) is entered into as of October ____, 2012, by and between the United States Marshals Service (“USMS”), Sea Club Ocean Resort Hotel, Inc. (“Sea Club”), and _____. As used herein, “Disclosing Parties” means USMS and Sea Club, the parties disclosing Confidential Information, as defined below in Paragraph 1 of this Agreement, and “Receiving Party” means _____, the party receiving Confidential Information pursuant to the terms of this Agreement.

1. **“Confidential Information” defined.**

a. As used herein “Confidential Information” means private, confidential, trade secret, proprietary or other sensitive, non-public information (whether or not embodied or contained in some tangible form) relating to any actual or anticipated business activity of the Disclosing Parties, including, without limitation, any actual or anticipated business of **Sea Club**, the sale of securities in Sea Club, and including, without limitation, any information which, if kept secret, will provide the Disclosing Parties or Sea Club with an actual or potential economic advantage over others in the relevant trade or industry, such as, but not limited to: business data (including cost data), financial information, price lists, strategies and compensation.

b. Confidential Information does not include information that: (i) at the time of first disclosure by Disclosing Parties to Receiving Party was already in the possession of Receiving Party, as shown by written records existing at such time; (ii) is independently made available to Receiving Party on a non-confidential basis by an unrelated and independent third party whose disclosure does not constitute a breach of any duty of confidentiality owed to the Disclosing Parties; or (iii) is generally available to the public or becomes generally available to the public without breach of this Agreement by the Receiving Party.

2. **Purpose.** The Confidential Information may be used by the Receiving Party solely for evaluating and undertaking a potential purchase of securities from the USMS (“Potential Purchase”).

3. **Disclosure of Confidential Information.**

a. Except as required in considering the Potential Purchase, upon prior written authorization of the Disclosing Parties, or by applicable law, regulation, legal process, regulatory authority, or a court of competent jurisdiction, Receiving Party may not directly or indirectly use, disclose, disseminate, publish, or otherwise reveal any Confidential Information for the benefit of any party other than Disclosing Party. However, Receiving Party may disclose Confidential Information to employees, contractors, counsel, accountants, and financial advisors, with a specific need to know for the purpose of assisting with Receiving Party’s analysis and assessment of the Confidential Information in evaluating the Potential Purchase (“Permitted Disclosure”). Before making a Permitted Disclosure, Receiving Party must bind the party to whom it is making the Permitted Disclosure to a written obligation of confidentiality at least as restrictive as this Agreement.

b. In the event that Receiving Party is required by applicable law, regulation, legal process, regulatory authority, or a court of competent jurisdiction to disclose Confidential Information, Receiving Party, to the extent permitted by law, must provide Disclosing Parties with notice and the opportunity to take appropriate action to preserve the confidential nature of the information. If the Disclosing Parties fail to obtain timely relief regarding the disclosure of Confidential Information, the Receiving Party may

disclose such Confidential Information without liability if the Receiving Party limits the disclosure to the minimum amount necessary to comply with the disclosure obligation, as determined by the Receiving Party's counsel.

4. **No Warranty.** None of the Confidential Information which is disclosed by a Disclosing Party will constitute any representation, warranty, assurance, guarantee or inducement by the Disclosing Party to the Receiving Party with respect to the accuracy or performance of the Confidential Information or any rights of any third party. Further, the Disclosing Party has received financial information that was supplied by the management of Broward. The Disclosing Party has relied on management's representations without further investigations of corroboration, nor can the financial information be relied upon to disclose any misrepresentations, fraud, deviations, from generally accepted accounting principles or other errors or irregularities.

3. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter contained herein and supersedes all previous communications, whether written or verbal regarding it.

4. **Governing Law.** The enforcement, interpretation, and construction of this Agreement, and all matters relating hereto, will be governed by federal law, and in the event that federal law is silent or inapplicable, and as federal law permits, the laws of the State of Florida will apply, without giving effect to the conflict of laws principles thereof.

5. **No Assignment.** Neither the Receiving Party nor the Disclosing Parties may assign this Agreement or the rights or obligations contained herein.

6. **Waiver.** No waiver hereunder is valid unless in writing, and a waiver of any right, power or privilege hereunder does not preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

7. **Severability.** In the event that any provision of this Agreement is held invalid or unenforceable by reason of the scope or duration thereof or for any other reason, such invalidity or unenforceability will attach only to the particular aspect of such provision found invalid or unenforceable and shall not affect any other provision of this Agreement. To the fullest extent permitted by law, this Agreement will be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

8. **No Third-Party Beneficiaries.** No one will be deemed a third party or other beneficiary of this Agreement, or will have any right or other entitlement in connection with any provision of this Agreement to seek any remedy, or right or entitlement in connection with this Agreement.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute one and the same Agreement.

10. **Notice.** All notices that are required hereunder must be in writing and will be sufficient if delivered by registered or certified mail, postage pre-paid, or by courier or overnight carrier, to the persons at the addresses set forth below, and will be deemed to have been delivered as of the date so delivered or refused:

If to _____:

If to the USMS:
Complex Asset Unit
Asset Forfeiture Division
United States Marshals Service
2604 Jefferson Davis Highway
Alexandria, VA 22301
Facsimile: 202.307.5020

If to Sea Club:
Sea Club Ocean Resort Hotel, Inc.
619 North Atlantic Blvd.
Fort Lauderdale, Florida 33304

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IN WITNESS HEREOF, the parties have executed this Agreement as of the date first set forth above.

By: _____

Name:

Title:

UNITED STATES MARSHALS SERVICE

By: _____

Name: Kyle T. Bateman
Title: Unit Coordinator, Complex Assets Unit
Asset Forfeiture Division

Sea Club Ocean Resort Hotel, Inc.

By: _____

Name:

Title: