

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "**Agreement**") entered into as of the ~~May~~ ^{June} 28 day of ~~May~~, 2015, by and between THE STRAND/BRC GROUP LLC, SOUTHFIELD PROPERTY LLC, 205 MAGEE LLC and their affiliates and its affiliates, whose office is at 2200 Atlantic Street, Suite 600, Stamford, CT 06902 (collectively, "**Provider**") and MARINETEC MANAGEMENT AND COUNSULTING COMPANY, LLC, whose office is at 114 Dory Road, St. Augustine FL 32086 ("**Recipient**").

WHEREAS, the Recipient wishes to review certain Confidential Information (as hereinafter defined) and proprietary information (collectively, "Confidential and Proprietary Information") for the purpose as defined in "Exhibit A : Scope of Services" in Consulting Agreement, dated June __, 2015 (Attached) (the "**Proposed Transaction**"); and,

WHEREAS, the Company (as hereinafter defined) has agreed to disclose such Confidential and Proprietary Information to the Recipient on the condition that such information be retained in confidence by the Recipient and dealt with in accordance with the following provisions.

NOW, THEREFORE, in consideration of the disclosure of such Confidential and Proprietary Information to the Recipient and of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties agree as follows:

1. Definitions

In this Agreement the following words and phrases shall have the following meanings:

- (a) "**Affiliate**" means a Person controlled by, controlling, or under common control with, the Person in question.
- (b) "**Confidential and Proprietary Information**" means all information, written or oral, furnished by the Company, directly or indirectly, to the Recipient, including but not limited to all contracts, financial information, engineering reports, environmental reports, land and lease information, technical and economic data, marketing terms and arrangements, knowledge, know-how and related information such as plans, maps, drawings, field notes, sketches, photographs, computer records or software, specifications, models, or other information which is or may be either applicable to or related in any way to the assets, business or affairs of the Company, or the Proposed Transaction, together with all analyses, compilations, data, studies or other documents prepared by the Recipient containing or based upon, in whole or in part, information acquired by the Recipient during the course of its Review. Confidential Information shall not include Non-proprietary Information.

- (c) **“Company”** means Provider and any of its Representatives.
- (d) **“Non-proprietary Information”** means the information with respect to which the Recipient is able to establish:
 - (i) at the time of disclosure was or thereafter became generally available to the public, other than as a result of any act or omission by the Recipient or its Representatives or anyone to whom the Recipient or its Representatives disclosed such information;
 - (ii) was or became lawfully known to the Recipient or its Representatives on a non-confidential basis and not in contravention of any applicable law from a source (other than the Company) that is entitled to disclose the information; or,
 - (iii) was already in the possession of the Recipient or its Representatives or was lawfully acquired by them, provided that such information is not subject to another confidentiality agreement or other obligation of secrecy;

provided that, any combination of the information which comprises part of the Confidential and Proprietary Information shall not be deemed to be Non-proprietary Information merely because individual parts of that information were within the above clauses unless the combination itself was within any of the above clauses.

- (e) **“Person”** means any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint stock company, trust, trustee(s) of a trust, unincorporated organization, any other form of business organization, or government or governmental authority, agency or political subdivision thereof.
- (f) **“Representatives”** means the directors, partners, principals, members, officers, employees, agents, attorneys, engineers, accountants, architects, consultants and financial advisors of a party hereto or its Affiliates.
- (g) **“Review”** means the Recipient’s review of any information provided by the Company for the purposes of the Proposed Transaction.

2. **Use and Non-disclosure**

The Recipient shall:

- (a) keep the Confidential and Proprietary Information in strict confidence and shall not use the Confidential and Proprietary Information for any purpose

whatsoever other than for the purpose of conducting the Review, which was not made public as part of the application submission to the City of Stamford;

- (b) disclose only such portions of the Confidential and Proprietary Information to its Representatives as is required for the purpose of conducting the Review and only to those Representatives who have a need to know the same;
- (c) be liable for any breach of this Agreement by it or any of its Representatives and the Recipient covenants that, in the case of disclosure of Confidential and Proprietary Information to any of its Representatives, such person shall be informed at the time of disclosure of the confidential and proprietary nature of the Confidential and Proprietary Information and, except in the case of partners, principals, members, officers, directors and employees of the Recipient, shall agree in writing to be bound by the terms of this Agreement; and,
- (d) not disclose, without the prior written consent of the Provider, any Confidential and Proprietary Information, the fact that the Confidential and Proprietary Information has been made available to it, that it is conducting the Review, that negotiations or discussion are taking place concerning the Proposed Transaction, or that this Agreement has been entered into, to any person other than in accordance with the terms of this Agreement, except in the event that the Recipient or its Representatives are required by law to otherwise disclose any Confidential and Proprietary Information. Prior to any such disclosure, the Recipient shall immediately provide to Provider written notice thereof so that Provider may seek a protective order or other appropriate remedy or waive compliance by Recipient with this clause. In the event that any court, administrative body or competent authority of any government body requires disclosure of the Confidential and proprietary Information, then the Recipient or any of its Representatives required to provide such disclosure will furnish only that portion of the Confidential and Proprietary Information which is legally required and, further, each shall exercise reasonable efforts to obtain assurances that confidential treatment will be accorded such Confidential and Proprietary Information.

The Developer shall:

- (e) waive, by the prior written consent to Recipient, which consents shall not be unreasonably withheld, the confidentiality restriction to allow the Recipient to disclose certain information as deemed necessary by the Recipient to allow for a thorough and complete review of the application and for answering reasonable questions posed by the Zoning Board with regard to the application, the exception being that no financial information or business documents such as leases etc. can be disclosed in the public domain.
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3. **Acknowledgment by Recipient**

The Recipient acknowledges that:

- (a) the Confidential and Proprietary Information is provided to the Recipient solely for the purpose of the Review;
- (b) the provision by the Company of any Confidential and Proprietary Information to any other third party does not render such Confidential and Proprietary Information as Non-proprietary Information; and,
- (c) no commitment or contract relating to the Proposed Transaction shall exist unless and until definitive agreements have been executed and delivered by or on behalf of the parties hereto.

4. **Return or Destruction of Confidential Information**

At any time within thirty (30) days prior to the end of the term of this Agreement as outlined in Paragraph 6, Provider may request, in writing, the return or destruction of all original copies of the Confidential and Proprietary Information and within five (5) business days of such request, Recipient shall either return all copies of the Confidential and Proprietary Information to Provider, or certify to Provider in writing that all copies of the Confidential and Proprietary Information have been destroyed; provided, Recipient may retain one copy of any such information required for compliance purposes under applicable laws, and such retained materials shall be maintained by Recipient with the same degree of confidentiality as Recipient maintains its own confidential records.

5. **Failure or Delay Not Waiver**

It is understood and agreed by Recipient that any failure or delay by Provider in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right (equitable or otherwise), power or privilege hereunder.

6. **Duration of Agreement**

This Agreement shall remain in force and effect for a period of five (5) year from the date hereof notwithstanding that the Confidential and Proprietary Information may have been returned or copies thereof destroyed prior to the expiration of such time period; provided, that the expiration of this Agreement shall not render the Confidential and Proprietary Information non-confidential.

7. **Severability**

If any portion of this Agreement is found by a court of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement and all provisions of this Agreement shall, if alternative interpretations are applicable, be construed so as to preserve the enforceability hereof.

8. **Entire Agreement**

This Agreement expresses the entire Agreement between the parties hereto with respect to the communication and delivery of Confidential and Proprietary Information and shall be binding upon and enure to the benefit of the parties hereto and their respective successors.

9. **Assignment**

This Agreement is not assignable by the Recipient. Any purported assignment in violation of this section shall be null and void.

10. **Further Action**

Nothing in this Agreement shall obligate either party to enter, or to indicate an intention to enter, into any future contract or agreement in relation to the Proposed Transaction. No agency, partnership, fiduciary, representative, joint venture or other relationship is created by this Agreement.

11. **Notices**

Any notice, demand, request or other communication to be given in connection with this Agreement shall be in writing and shall be addressed to Recipient at:

MarineTec Management and Consulting Company, LLC
114 Dory Road, St. Augustine FL 32086
Attention: Pamela Leonzion CEO
Telephone No.: (904) 797 7020
Email: lenzion@aug.com

And to Provider at:

Harbor Point Holding Company LLC
2200 Atlantic Street, Suite 600
Stamford, CT 06902
Attention: John Freeman
Telephone No.: (203) 644-1585
Email: jfreeman@harborpt.com

Any notice, demand, request or other communication is deemed to have been received by the party to whom it is sent at the time of delivery if personally delivered, or on the business day following its receipt if mailed by registered mail, or on the business day following its successful transmittal if sent by facsimile transmission or other form of electronic transmission, as the case may be, but if mail, facsimile transmission or other form of electronic transmission is interrupted by force majeure or other cause beyond the control of the parties, then the party sending the notice, demand, request or communication shall use any of the services that have not been so interrupted to deliver the notice, demand, request or other communication, in order to ensure prompt receipt of the notice, demand, request or other communication, by the other party. Each party may notify the other of any change of address in the manner provided above.

12. **Amendments**

No modification of, or amendment to, this Agreement shall be valid and binding unless set forth in writing and executed by both parties, and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and unless otherwise provided, shall be limited to the specific breach which is waived.

13. **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut applicable therein. The parties agree and acknowledge that the Superior Court of Connecticut shall have jurisdiction to entertain applications for relief, including equitable and injunctive relief and all other actions arising in connection with this Agreement.

14. **Waiver of Trial By Jury**

It is mutually agreed between the parties that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Agreement.

15. **Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall constitute one and the same instrument and either of the parties may execute this Agreement by signing any such counterpart. A facsimile signature of either party shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

RECIPIENT:

**MarineTec Management and Consulting
Company, LLC**

By



Name: Pamela Leonzio

Title: CEO

PROVIDER:

THE STRAND/BRC GROUP LLC

By:



Name: Carl Kuehner

Title: Authorized Signature

SOUTHFIELD PROPERTY LLC

By:



Name: Carl Kuehner

Title: Authorized Signature

205 MAGEE LLC

By:



Name: Carl Kuehner

Title: Authorized Signature