

|| R A D Y C A

GREAT SAINT JAMES
LITTLE SAINT JAMES
MASTER CONCEPT DESIGN PHASE

3. Deliverables

PROJECT PHASE	TEAM MEMBERS/CONSULTANTS	DELIVERABLES
Master Plan Conceptual Design	Architecture	a) Conceptual diagrams (2 preliminary alternatives) b) Concept description c) Concept sketches d) Illustrative site plan for all structures e) Circulation diagrams on all levels f) Schematic floor plans including circulation concepts g) Schematic elevations h) Schematic sections i) 3D rendering views prepared in-house (as needed) j) Concept design report
	Landscape	a) Site analysis diagrams b) Concept landscape plan c) Reference image board (mood board) d) Conceptual sections for spatial relationship e) Plant material reference board f) Four (4) 3D renderings
	Civil	a) Site analysis for roadway, storm water and utilities b) Roadway master planning c) Storm water master planning d) Utility master planning

- Deliverables are for both Great St. James & Little St. James

4. External Consultants

We will advise you of proposed staffing assignments involving other consultants and will work with you to decide on the staffing most appropriate to meet your needs and expectations. We will be subcontracting and working closely with other professionals, as the project requires, such as, Wind Engineer, Local Architect, Mechanical Engineer, Electrical Engineer, Plumbing Engineer, Structural Engineer, Environmental consultant, Topographer, or any other specialty consultants. Their fees are not included in this phase.

5. Additional Services

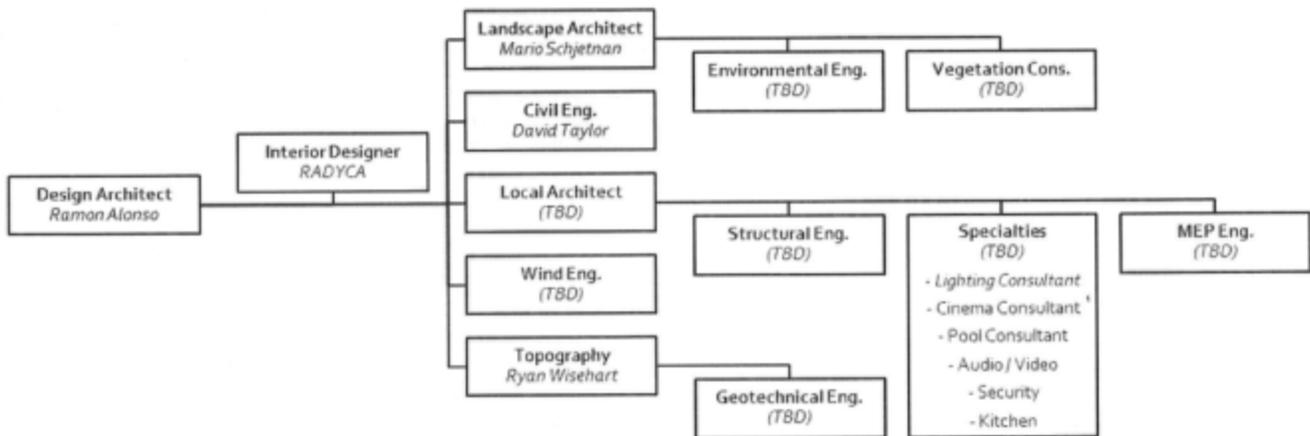
The proposed fee is exclusive of expenses incurred in connection with our work, such as travel expenses. We do not make a profit on our reimbursable expenses/charges. We do, however, recover our direct and allocable indirect costs. Any additional services beyond the scope of work, will be billed at an hourly rate; prior client approval. Reimbursable expenses will be billed at cost.

HOURLY RATES	
Principal	\$450.00
Associate Director	\$250.00
Project Manager	\$160.00
Designer	\$100.00
Administrative	\$80.00

PROPOSED TEAM MEMBERS - MASTER PLAN STAGE TEAM:

- Design Architect
- Landscape Architect
- Civil Engineer

COMPLETE TEAM:

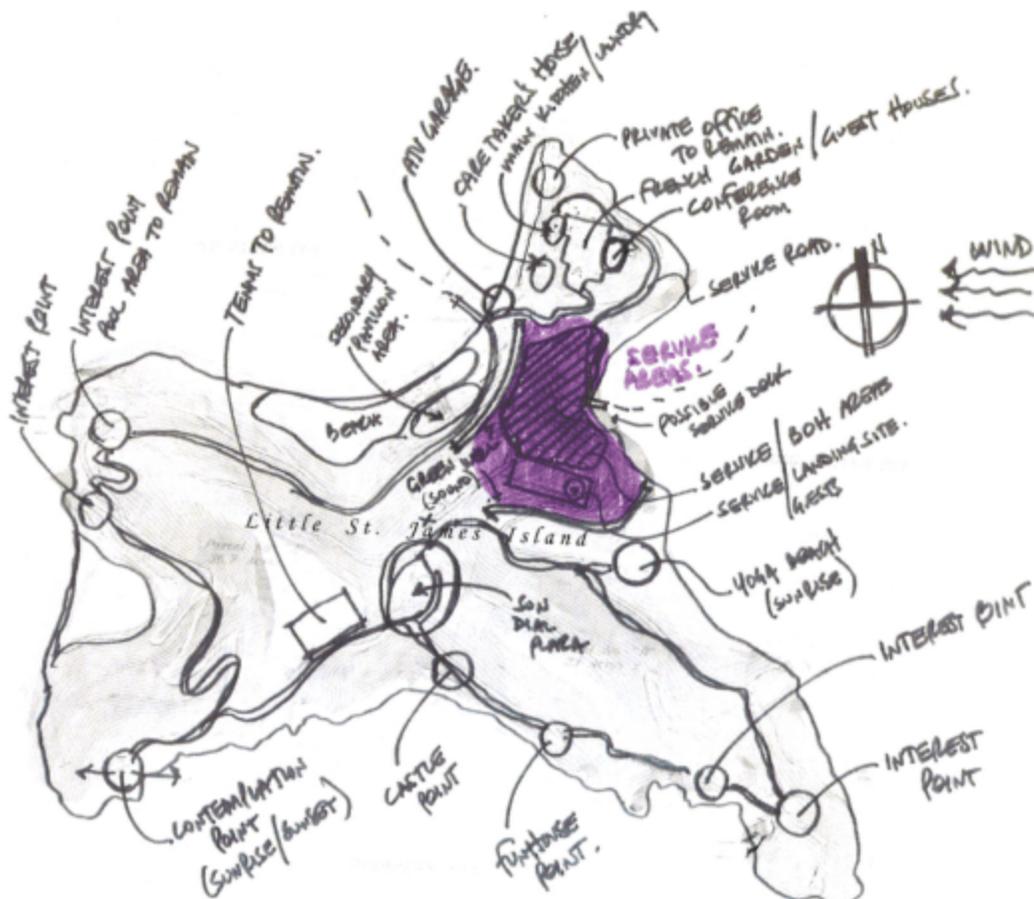


Consultants included in this phase

LITTLE ST. JAMES – 72 Acres



Potential Development Sites: +/- 24 Acres (+/- 1,045,440 SqFt)





Terms and Conditions:

Copyright: Designs produced at the request of the client are done with the knowledge that the client intends to execute the design with Radyca, INC. All reports, plans and studies and analyses, models, and other work products or deliverables ("Design Documents") will be delivered to the client per the agreement. With respect to the Design Documents, Radyca, INC. agrees and does hereby grant to the client an exclusive royalty-free license to use of such documents for the project outlined above only. Subject to the foregoing grants of use and ownership, Radyca, INC. shall be deemed the author and owner of its respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other deserved rights, pertaining to intellectual property, including copyrights associated with such authorship. The client agrees that Radyca, INC. shall have the rights to take photographs of the finished "Project" and use them in Radyca, INC. own marketing, website and promotional material. Radyca, INC. shall be given reasonable access to the completed project to make such representations. However, Radyca, INC. material shall not include THE OWNER'S confidential or proprietary information. The design cannot be executed or modified without the participation of Radyca, INC. Should the project or this agreement be terminated for any reason at all, the license granted above will be revoked by Radyca, INC. and the Client will not be able to use the work or the deliverables in anyway.

Fees: The fees for Radyca, INC. Architectural Design services enclosed is based on the project description and scope outlined in this proposal. Should the size, scope of services outside those described, complexity, design schedule or construction budget change, the fee Agreement will require adjustment. All payments must be in US Dollars. We will require a deposit of 30% of the Master Plan Conceptual Design fee prior to commence the work. The Client will be billed monthly.

Taxes: Fees presented above are exclusive of all taxes. Service tax, VAT and any other local taxes are not included.

Reimbursable Expenses: All out of pocket expenses shall be previously approved by the Client. Out of pocket expenses will be invoiced at cost, and will include: •Printing, plotting, presentation models, renderings and reproduction of documents. •Travel and hotel accommodation expenses for out of town travel. Ramon Alonso travels in Business class and Associates travel in Economy class •Expenses associated with photography •Messenger and courier service and overnight mail •Cost of further consultants and specialist sub-consultants contracted through Radyca, INC. The fee does not include the production of any Marketing Materials. All renderings, animations, models made by outside consultants will be billed at cost plus 20% coordination fee for Radyca, INC. work.

Termination: This Letter Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Letter Agreement through no fault of the party initiating the termination. In addition, each party shall have the right to terminate this Letter Agreement, without cause, upon thirty (30) days prior written notice to the other party. Failure of the Client to make payments to the Architect in accordance with this Letter Agreement shall be considered substantial nonperformance and cause for termination. In the event of termination, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. In the event of termination of this Letter Agreement for any reason, the Client shall not utilize any of the project, concepts; work produced, or design documents or the name of "Ramon Alonso" and/or "Radyca INC.," whether directly or indirectly for any purpose in connection with the Project.

Liability: Radyca INC. agrees to indemnify the Client against damages, which have occurred as a result of the negligence of s liability, in the aggregate, is up to a maximum total of 50% of Radyca INC. Design fee as outlined in this letter agreement.

However, the Client agrees that under no circumstances shall any claims asserted-by the Client against Radyca, INC. result in any liability on the part of Radyca, INC. in excess of the limitations on liability as set forth above, including as a 'result of third-party claims, cross-claims or otherwise. In addition, both parties acknowledge and agree that, to the fullest extent permitted by law, no officer, director, shareholder, partner, principal, fiduciary, employee or other representative of either Radyca, INC. or the Client shall have personal liability under any provision of this Agreement or for any matter in connection with the services provided for the Project. Radyca, INC. is not responsible to the Client or any third-parties for errors, omissions or other deficiencies in the services of the consultants retained by the Client, Radyca, INC. or any other design professional.

Confidentiality: Radyca, INC. and the Client hereby covenant and agree that, except as required by law, they will not disclose the terms and conditions of this Letter Agreement to any other person or entity without obtaining the prior written consent for the other party hereto to such a disclosure,

Notwithstanding the foregoing, Radyca, INC. and the Client acknowledge and agree that Radyca, INC. and the Client will have a right to disclose the existence of the Letter Agreement and the names of the parties and will also have a right to make such disclosures to their counsel, consultants, governmental authorities and cetin other of their agents as may be necessary in order to exercise their rights, and to perform their obligations, under this Letter Agreement and that such disclosures will not require the consent of the other party.

Applicable Law and Jurisdiction: This Letter Agreement shall be governed by and construed in accordance with the laws of the United States of America. Each party hereby expressly and irrevocably accepts and submits to the jurisdiction and venue of the courts of the State of Florida.

Entire Agreement Agreement: This Letter Agreement along with our attached proposal represents the entire and integrated agreement between the Client and the Architect. This Letter Agreement may be amended only by written instrument signed by both the Client and the Architect.

Accepted on Behalf of Client by:

Name:

Title:

Signature:

Date: