

EXHIBIT A



BELLA COLLINA™

• THE SPIRIT OF TUSCANY •
THE HIGHLANDS OF FLORIDA

HILLCREST

PRIORITY RESERVATION AGREEMENT

Hillcrest

THIS PRIORITY RESERVATION AGREEMENT (this “**Agreement**”) is made by and between Ginn-LA Pine Island, Ltd., LLLP a Georgia limited liability limited partnership (herein referred to as “**Developer**”), and the undersigned person or persons (herein collectively referred to as “**Preferred Purchaser**”), on the date set forth below.

WITNESSETH

WHEREAS, Developer currently intends to construct a development project which will be part of the planned community known as Bella Collina, to be located in Lake County, Florida; and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein provided, the parties agree as follows:

1. APPLICATION DEPOSIT; PRIORITY SELECTION PERIOD.

In consideration of the delivery by Preferred Purchaser to Developer of the sum of One Thousand Dollars (\$1,000.00) (herein referred to as the “**Reservation Deposit**”) made payable to the Escrow Agent, as defined below, Developer grants Preferred Purchaser the opportunity, subject to the availability of unsold inventory, to execute Developer’s standard form of Sales Agreement (the “**Sales Agreement**”) agreeing to purchase up to two (2) residences (the “**Lots**”) from those Lots of Developer, if any, remaining at the time of Preferred Purchaser’s selection appointment with Developer during the priority selection period to be hereafter established by Developer for the initial Lots in the Development be offered for sale by Developer (the “**Priority Selection Period**”). If Preferred Purchaser executes a Sales Agreement for the purchase of one or more Lots with Developer during the Priority Selection Period, this Agreement will be deemed accepted and Preferred Purchaser will be entitled to receive such incentives, benefits and discounts as Developer may elect to offer to those who agree to purchase Lots in the Development during the Priority Selection Period. The sole means by which Preferred Purchaser may receive and be entitled to the benefits afforded is to execute a Sales Agreement to purchase one (1) or more Lots prior to the end of the Priority Selection Period hereafter designated by Developer.

2. NO ESTABLISHED PRICE OR CLUB BENEFITS OR ASSURED LOT AVAILABILITY.

Preferred Purchaser acknowledges and agrees that Developer has not yet established a Purchase Price for the Lots or the exact benefits to be afforded and that Developer shall have the right, in Developer’s sole and absolute discretion, to establish the Purchase Price for the Lots, all charges for options, extras and Lot premiums and all discounts, incentives and premiums to be offered, such amounts to be set forth in the Sales Agreement. NO ASSURANCE IS GIVEN AS TO THE PURCHASE PRICE TO BE ESTABLISHED BY DEVELOPER FOR ANY LOT OR THAT ANY PARTICULAR LOT, OR ANY LOTS AT ALL, WILL BE AVAILABLE TO PREFERRED PURCHASER DURING THE PRIORITY SELECTION PERIOD, SINCE DEMAND FOR DEVELOPER’S LOTS MAY EXCEED THE THEN AVAILABLE LOTS BEING OFFERED BY DEVELOPER OR DEVELOPER MAY DECIDE NOT TO UNDERTAKE THE OFFERING OF LOTS DESCRIBED IN THIS AGREEMENT.

3. CONVERSION TO CONTRACT.

If Preferred Purchaser and Developer enter into a Sales Agreement prior to the Expiration Date, the Reservation Deposit shall be applied to the amount due as the deposit described in the Sales Agreement and held by Escrow Agent (or a substitute Escrow Agent described in the Sales Agreement) pursuant to a separate escrow agreement for Sales Agreement deposits.

4. EXPIRATION OR TERMINATION.

Either party may elect to terminate this Agreement at any time for any reason by delivering written notice to the other party. If Preferred Purchaser elects not to enter into a Sales Agreement as herein described prior to the Expiration Date, this Agreement will be automatically deemed terminated. If either party delivers written notice of termination to the other party and Escrow Agent prior to the Expiration Date, the Escrow Agent shall, immediately after receipt of such notice and without qualification, refund the Reservation Deposit (without any interest) to Preferred Purchaser. If Preferred Purchaser delivers a written request to the Escrow Agent for return of the Reservation Deposit, Purchaser shall be automatically deemed to have elected to terminate this Agreement. If Preferred Purchaser allows this Agreement to expire without entering into a Sales Agreement, Developer shall direct the Escrow Agent immediately after the Expiration Date to refund the Reservation Deposit (without any interest) to Preferred Purchaser. Upon a refund of the Reservation Deposit being made, all parties shall be released from all obligations hereunder. IF EITHER PARTY TERMINATES THIS AGREEMENT, OR ALLOWS IT TO EXPIRE WITHOUT ENTERING INTO A SALES AGREEMENT, DEVELOPER SHALL BE RELIEVED OF ANY OBLIGATION TO PREFERRED PURCHASER CONCERNING THE LOTS.

5. MISCELLANEOUS.

Oral representations and agreements are not binding on Developer or Preferred Purchaser. Preferred Purchaser acknowledges that Preferred Purchaser is not relying on any oral representations or agreements of Developer or any agents of Developer (including any sales representatives). Existing plans for the lots in the development, which Preferred Purchaser may have reviewed, are subject to modification by Developer at any time. Any notice in connection with this Agreement must be in writing, and will be deemed delivered, whether or not actually received, when deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, or delivered to a nationally recognized overnight courier, postage prepaid, addressed to Developer or Preferred Purchaser, as the case may be. This Agreement embodies the entire agreement between the parties and cannot be modified or amended except by the written agreement of the parties. This Agreement may not be assigned by Preferred Purchaser.

5. NO EQUITABLE RIGHTS; NO RECORDING.

ACCEPTANCE OF THE RESERVATION DEPOSIT BY AGENT SHALL NOT CREATE IN PREFERRED PURCHASER ANY EQUITABLE RIGHTS IN ANY UNIT OR ANY OBLIGATION ON DEVELOPER WITH RESPECT TO THE PROJECT OR THIS AGREEMENT. PREFERRED PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM OR NOTICE THEREOF IN THE PUBLIC RECORDS. IF PREFERRED PURCHASER VIOLATES THIS PROVISION, THIS AGREEMENT MAY IMMEDIATELY BE TERMINATED BY AGENT, WHEREUPON AGENT SHALL IMMEDIATELY DIRECT ESCROW AGENT TO REFUND THE RESERVATION DEPOSIT (WITHOUT ANY INTEREST) TO PREFERRED PURCHASER.

6. NO EQUITABLE RIGHTS; NO RECORDING.

ACCEPTANCE OF THE RESERVATION DEPOSIT BY DEVELOPER SHALL NOT CREATE IN PREFERRED PURCHASER ANY EQUITABLE RIGHTS IN ANY LOT. PREFERRED PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM OR NOTICE THEREOF IN THE PUBLIC RECORDS. IF PREFERRED PURCHASER VIOLATES THIS PROVISION, THIS AGREEMENT MAY IMMEDIATELY BE TERMINATED BY DEVELOPER, WHEREUPON DEVELOPER SHALL IMMEDIATELY DIRECT ESCROW AGENT TO REFUND THE RESERVATION DEPOSIT (WITHOUT ANY INTEREST) TO PREFERRED PURCHASER WITHOUT QUALIFICATION.

7. PREFERRED PURCHASER'S REPRESENTATIONS.

PREFERRED PURCHASER REPRESENTS THAT A COPY OF THIS AGREEMENT, WITH ALL BLANKS COMPLETED, WAS DELIVERED TO PREFERRED PURCHASER BEFORE IT WAS SIGNED, AND PREFERRED PURCHASER HAS READ THIS AGREEMENT IN ITS ENTIRETY. PREFERRED PURCHASER ACKNOWLEDGES THAT THIS IS NOT A CONTRACT TO PURCHASE ANY LOT, AND AGREES THAT PREFERRED PURCHASER SHALL HAVE NO RIGHT TO PURCHASE ANY LOT UNLESS AND UNTIL PREFERRED PURCHASER AND DEVELOPER MUTUALLY ENTER INTO A SALES AGREEMENT. PREFERRED PURCHASER REPRESENTS AND WARRANTS THAT PREFERRED PURCHASER HAS NOT CONSULTED WITH OR BEEN REPRESENTED BY ANY BROKER, REAL ESTATE AGENT OR CONSULTANT IN CONNECTION WITH THIS AGREEMENT OR THE PURCHASE OF ANY LOT EXCEPT FOR REPRESENTATIVES OF GINN REAL ESTATE COMPANY.

8. ESCROW AGENT.

The Reservation Deposit shall be made payable to **Cameron, Davis and Gonzales, P.A.** (the "Escrow Agent") and shall be held in escrow by Escrow Agent pursuant to an Escrow Agreement entered into by Escrow Agent and Developer (the "Escrow Agreement") and Escrow Agent shall provide a receipt therefore to Preferred Purchaser. Escrow Agent's address is 250 Australian Ave South, West Palm Beach, FL 33401. UNLESS PREFERRED PURCHASER AND DEVELOPER MUTUALLY ENTER INTO A SALES AGREEMENT BEFORE THE EXPIRATION OF THE PRIORITY SELECTION PROCESS (the "Expiration Date") this Agreement shall expire and become null and void and of no force or effect whatsoever at 5:00 P.M. on the Expiration Date, and the Reservation Deposit will be immediately refunded to the Preferred Purchaser by Escrow Agent without any qualifications (but without any interest).

Executed on the date last entered below.

"PREFERRED PURCHASER"

Print Name: _____

Name: _____

Print Name: _____

Address: _____

Home Telephone No.: _____

Work Telephone No.: _____

Facsimile No.: _____

E-Mail Address: _____

"DEVELOPER"

Ginn-LA Pine Island, Ltd., LLLP a Georgia limited corporation

By: _____

Name: _____

Title: _____

Date: _____

Deposit Paid By: Enclosed Check Visa Master Card

Card #: _____

Expiration Date: _____

All such forms of payment shall be made payable to Cameron, Davis and Gonzales, P.A.



REUNIONSM
A GINN CLUB RESORT

PRIORITY RESERVATION AGREEMENT
THE TOWERS AT REUNION SQUARE CONDOMINIUM

THIS PRIORITY RESERVATION AGREEMENT (this "Agreement") is made by and between THE TOWERS AT REUNION SQUARE, LLC, a Limited Liability Company (herein referred to as "Developer"), and the undersigned person or persons (herein collectively referred to as "Preferred Purchaser"), on the date set forth below.

WITNESSETH

WHEREAS, Developer currently intends to construct a condominium project to be known as The Towers at Reunion Square Condominium, which will be part of the planned community known as Reunion Resort & Club of Orlando ("Reunion"), to be located in Osceola, Florida; and NOW, THEREFORE, in consideration of the promises and mutual agreements herein provided, the parties agree as follows:

1. APPLICATION DEPOSIT; PRIORITY SELECTION PERIOD.

In consideration of the delivery by Preferred Purchaser to Developer of the sum of One Thousand Dollars (\$1,000.00) (herein referred to as the "Reservation Deposit") made payable to the Escrow Agent, as defined below, Developer grants Preferred Purchaser the opportunity, subject to the availability of unsold inventory, to execute Developer's standard form of Sales Agreement (the "Sales Agreement") agreeing to purchase up to one (1) residence (the "Unit") from those Units of Developer, if any, remaining at the time of Preferred Purchaser's selection appointment with Developer during the priority selection period to be hereafter established by Developer for the initial Units in the Condominium to be offered for sale by Developer (the "Priority Selection Period"). If Preferred Purchaser executes a Sales Agreement for the purchase of one Unit with Developer during the Priority Selection Period, this Agreement will be deemed accepted and Preferred Purchaser will be entitled to receive such incentives, benefits and discounts as Developer may elect to offer to those who agree to purchase Units in the Condominium during the Priority Selection Period. The sole means by which Preferred Purchaser may receive and be entitled to the benefits afforded is to execute a Sales Agreement to purchase one (1) Unit prior to the end of the Priority Selection Period hereafter designated by Developer.

2. NO ESTABLISHED PRICE OR CLUB BENEFITS OR ASSURED UNIT AVAILABILITY.

Preferred Purchaser acknowledges and agrees that Developer has not yet established a Purchase Price for the Unit or the exact benefits to be afforded and that Developer shall have the right, in Developer's sole and absolute discretion, to establish the Purchase Price for the Units, all charges for options, extras and Unit premiums and all discounts, incentives and premiums to be offered, such amounts to be set forth in the Sales Agreement. NO ASSURANCE IS GIVEN AS TO THE PURCHASE PRICE TO BE ESTABLISHED BY DEVELOPER FOR ANY UNIT OR THAT ANY PARTICULAR UNIT, OR ANY UNITS AT ALL, WILL BE AVAILABLE TO PREFERRED PURCHASER DURING THE PRIORITY SELECTION PERIOD, SINCE DEMAND FOR DEVELOPER'S UNITS MAY EXCEED THE THEN AVAILABLE UNITS BEING OFFERED BY DEVELOPER OR DEVELOPER MAY DECIDE NOT TO UNDERTAKE THE OFFERING OF UNITS DESCRIBED IN THIS AGREEMENT.

3. CONVERSION TO CONTRACT.

If Preferred Purchaser and Developer enter into a Sales Agreement prior to the Expiration Date, the Reservation Deposit shall be applied to the amount due as the deposit described in the Sales Agreement and held by Escrow Agent (or a substitute Escrow Agent described in the Sales Agreement) pursuant to a separate escrow agreement for Sales Agreement deposits.

4. EXPIRATION OR TERMINATION.

Either party may elect to terminate this Agreement at any time for any reason by delivering written notice to the other party. If Preferred Purchaser elects not to enter into a Sales Agreement as herein described prior to the Expiration Date, this Agreement will be automatically deemed terminated. If either party delivers written notice of termination to the other party and Escrow Agent prior to the Expiration Date, the Escrow Agent shall, immediately after receipt of such notice and without qualification, refund the Reservation Deposit (without any interest) to Preferred Purchaser. If Preferred Purchaser delivers a written request to the Escrow Agent for return of the Reservation Deposit, Purchaser shall be automatically deemed to have elected to terminate this Agreement. If Preferred Purchaser allows this Agreement to expire without entering into a Sales Agreement, Developer shall direct the Escrow Agent immediately after the Expiration Date to refund the Reservation Deposit (without any interest) to Preferred Purchaser. Upon a refund of the Reservation Deposit being made, all parties shall be released from all obligations hereunder. IF EITHER PARTY TERMINATES THIS AGREEMENT, OR ALLOWS IT TO EXPIRE WITHOUT ENTERING INTO A SALES AGREEMENT, DEVELOPER SHALL BE RELIEVED OF ANY OBLIGATION TO PREFERRED PURCHASER CONCERNING THE UNITS.

5. MISCELLANEOUS.

Oral representations and agreements are not binding on Developer or Preferred Purchaser. Preferred Purchaser acknowledges that Preferred Purchaser is not relying on any oral representations or agreements of Developer or any agents of Developer (including any sales representatives). Existing plans and specifications for the Units in the Condominium, which Preferred Purchaser may have reviewed, are subject to modification by Developer at any time. Any notice in connection with this Agreement must be in writing, and will be deemed delivered, whether or not actually received, when deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, or delivered to a nationally recognized overnight courier, postage prepaid, addressed to Developer or Preferred Purchaser, as the case may be. This Agreement embodies the entire agreement between the parties and cannot be modified or amended except by the written agreement of the parties. This Agreement may not be assigned by Preferred Purchaser.

6. NO EQUITABLE RIGHTS; NO RECORDING.

ACCEPTANCE OF THE RESERVATION DEPOSIT BY DEVELOPER SHALL NOT CREATE IN PREFERRED PURCHASER ANY EQUITABLE RIGHTS IN ANY UNIT. PREFERRED PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM OR NOTICE THEREOF IN THE PUBLIC RECORDS. IF PREFERRED PURCHASER VIOLATES THIS PROVISION, THIS AGREEMENT MAY IMMEDIATELY BE TERMINATED BY DEVELOPER, WHEREUPON DEVELOPER SHALL IMMEDIATELY DIRECT ESCROW AGENT TO REFUND THE RESERVATION DEPOSIT (WITHOUT ANY INTEREST) TO PREFERRED PURCHASER WITHOUT QUALIFICATION.

7. PREFERRED PURCHASER'S REPRESENTATIONS.

PREFERRED PURCHASER REPRESENTS THAT A COPY OF THIS AGREEMENT, WITH ALL BLANKS COMPLETED, WAS DELIVERED TO PREFERRED PURCHASER BEFORE IT WAS SIGNED, AND PREFERRED PURCHASER HAS READ THIS AGREEMENT IN ITS ENTIRETY. PREFERRED PURCHASER ACKNOWLEDGES THAT THIS IS NOT A CONTRACT TO PURCHASE ANY UNIT, AND AGREES THAT PREFERRED PURCHASER SHALL HAVE NO RIGHT TO PURCHASE ANY UNIT UNLESS AND UNTIL PREFERRED PURCHASER AND DEVELOPER MUTUALLY ENTER INTO A SALES AGREEMENT. PREFERRED PURCHASER REPRESENTS AND WARRANTS THAT PREFERRED PURCHASER HAS NOT CONSULTED WITH OR BEEN REPRESENTED BY ANY BROKER, REAL ESTATE AGENT OR CONSULTANT IN CONNECTION WITH THIS AGREEMENT OR THE PURCHASE OF ANY UNIT EXCEPT FOR REPRESENTATIVES OF GINN REAL ESTATE COMPANY.

8. ESCROW AGENT.

The Reservation Deposit shall be made payable to Cameron, Davis and Gonzalez, P.A., (the "Escrow Agent") and shall be held in escrow by Escrow Agent pursuant to an Escrow Agreement entered into by Escrow Agent and Developer (the "Escrow Agreement") and Escrow Agent shall provide a receipt therefor to Preferred Purchaser. Escrow Agent's address is 901 N. Olive Avenue, West Palm Beach, FL 33401. UNLESS PREFERRED PURCHASER AND DEVELOPER MUTUALLY ENTER INTO A SALES AGREEMENT BEFORE THE EXPIRATION OF THE PRIORITY SELECTION PROCESS (the "Expiration Date") this Agreement shall expire and become null and void and of no force or effect whatsoever at 5:00 P.M. on the Expiration Date, and the Reservation Deposit will be immediately refunded to the Preferred Purchaser by Escrow Agent without any qualifications (but without any interest).

9. FILING WITH THE DIVISION.

Developer acknowledges its obligation to file with the Division of Florida Land Sales, Condominiums, and Mobile Homes, (the "Division"), all documents required by Chapters 718, Florida Statutes, and the rules and regulations of the Division prior to entering into a binding Sales Agreement with Preferred Purchaser for a Unit. Preferred Purchaser shall have the right to receive all Condominium documents required by Chapter 718, Florida Statutes.

Executed on the date last entered below.

"PREFERRED PURCHASER"

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

Date: _____

Address: _____

Home Telephone No. _____

Work Telephone No. _____

Facsimile No. _____

E-Mail Address: _____

"DEVELOPER"

THE TOWERS AT REUNION SQUARE, LLC., a Limited Liability Company

By: GINN ORLANDO GP, LLC, a Georgia Limited Liability Company, its sole general partner

By: _____

Name: _____

Title: _____

Date: _____

Deposit Paid By: _____

Enclosed Check

MasterCard Visa

Credit Card #: _____

Amount: _____

Expiration Date: _____

All such forms of payment shall be made payable to Cameron, Davis and Gonzales, P.A.

Refunds may be made in the form of a check.



PRIORITY RESERVATION AGREEMENT

THIS PRIORITY RESERVATION AGREEMENT (this "Agreement") is made by and between Ginn-LA Quail West, Ltd., LLLP a Georgia limited liability limited partnership (herein referred to as "Developer"), and the undersigned person or persons (herein collectively referred to as "Preferred Purchaser"), on the date set forth below.

WITNESSETH

WHEREAS, Developer currently intends to construct a development project which will be part of the planned community known as Quail West, to be located in Lee and Collier Counties, Florida; and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein provided, the parties agree as follows:

1. APPLICATION DEPOSIT; PRIORITY SELECTION PERIOD. In consideration of the delivery by Preferred Purchaser to Developer of the sum of Twenty Five Hundred dollars (\$2,500.00) (herein referred to as the "Reservation Deposit") made payable to the Escrow Agent, as defined below, Developer grants Preferred Purchaser the opportunity, subject to the availability of unsold inventory, to execute Developer's standard form of Sales Agreement (the "Sales Agreement") agreeing to purchase one (1) residence (the "Lots") from the Lots of Developer, if any, remaining at the time of Preferred Purchaser's selection appointment with Developer during the priority selection period to be hereafter established by Developer for the initial Lots in the Development be offered for sale by Developer (the "Priority Selection Period"). If Preferred Purchaser executes a Sales Agreement for the purchase of one or more Lots with Developer during the Priority Selection Period, this Agreement will be deemed accepted and Preferred Purchaser will be entitled to receive such incentives, benefits and discounts as Developer may elect to offer to those who agree to purchase Lots in the Development during the Priority Selection Period. The sole means by which Preferred Purchaser may receive and be entitled to the benefits afforded is to execute a Sales Agreement to purchase one (1) or more Lots prior to the end of the Priority Selection Period hereafter designated by Developer.

2. NO ESTABLISHED PRICE OR CLUB BENEFITS OR ASSURED LOT AVAILABILITY. Preferred Purchaser acknowledges and agrees that Developer has not yet established a Purchase Price for the Lots or the exact benefits to be afforded and that Developer shall have the right, in Developer's sole and absolute discretion, to establish the Purchase Price for the Lots. all charges for options, extras and Lot premiums and all discounts, incentives and premiums to be offered, such amounts to be set forth in the Sales Agreement. NO ASSURANCE IS GIVEN AS TO THE PURCHASE PRICE TO BE ESTABLISHED BY DEVELOPER FOR ANY LOT OR THAT ANY PARTICULAR LOT. OR ANY LOTS AT ALL, WILL BE AVAILABLE TO PREFERRED PURCHASER DURING THE PRIORITY SELECTION PERIOD, SINCE DEMAND FOR DEVELOPER'S LOTS MAY EXCEED THE THEN AVAILABLE LOTS BEING OFFERED BY DEVELOPER OR DEVELOPER MAY DECIDE NOT TO UNDERTAKE THE OFFERING OF LOTS DESCRIBED IN THIS AGREEMENT.

3. CONVERSION TO CONTRACT. If Preferred Purchaser and Developer enter into a Sales Agreement prior to the Expiration Date, the Reservation Deposit shall be applied to the amount due as the deposit described in the Sales Agreement and held by Escrow Agent (or a substitute Escrow Agent described in the Sales Agreement) pursuant to a separate escrow agreement for Sales Agreement deposits.

4. EXPIRATION OR TERMINATION. Either party may elect to terminate this Agreement at any time for any reason by delivering written notice to the other party. If Preferred Purchaser elects not to enter into a Sales Agreement as herein described prior to the Expiration Date, this Agreement will be automatically deemed terminated. If either party delivers written notice of termination to the other party and Escrow Agent prior to the Expiration Date, the Escrow Agent shall, immediately after receipt of such notice and without qualification, refund the Reservation Deposit (without any interest) to Preferred Purchaser. If Preferred Purchaser delivers a written request to the Escrow Agent for return of the Reservation Deposit, Purchaser shall be automatically deemed to have elected to terminate this Agreement. If Preferred Purchaser allows this Agreement to expire without entering into a Sales Agreement, Developer shall direct the Escrow Agent immediately after the Expiration Date to refund the Reservation Deposit (without any interest) to Preferred Purchaser. Upon a refund of the Reservation Deposit being made, all parties shall be released from all obligations hereunder. IF EITHER PARTY TERMINATES THIS AGREEMENT, OR ALLOWS IT TO EXPIRE WITHOUT ENTERING INTO A SALES AGREEMENT, DEVELOPER SHALL BE RELIEVED OF ANY OBLIGATION TO PREFERRED PURCHASER CONCERNING THE LOTS.

5. MISCELLANEOUS. Oral representations and agreements are not binding on Developer or Preferred Purchaser. Preferred Purchaser acknowledges that Preferred Purchaser is not relying on any oral representations or agreements of Developer or any agents of Developer (including any sales representatives). Existing plans for the lots in the development, which Preferred Purchaser may have reviewed, are subject to modification by Developer at any time. Any notice in connection with this Agreement must be in writing, and will be deemed delivered, whether or not actually received, when deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, or delivered to a nationally recognized overnight courier, postage prepaid, addressed to Developer or Preferred Purchaser, as the case may be. This Agreement embodies the entire agreement between the parties and cannot be modified or amended except by the written agreement of the parties. This Agreement may not be assigned by Preferred Purchaser.

6. NO EQUITABLE RIGHTS; NO RECORDING. ACCEPTANCE OF THE RESERVATION DEPOSIT BY DEVELOPER SHALL NOT CREATE IN PREFERRED PURCHASER ANY EQUITABLE RIGHTS IN ANY LOT. PREFERRED PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM OR NOTICE THEREOF IN THE PUBLIC RECORDS. IF PREFERRED PURCHASER VIOLATES THIS PROVISION, THIS AGREEMENT MAY IMMEDIATELY BE TERMINATED BY DEVELOPER, WHEREUPON DEVELOPER SHALL IMMEDIATELY DIRECT ESCROW AGENT TO REFUND THE RESERVATION DEPOSIT (WITHOUT ANY INTEREST) TO PREFERRED PURCHASER WITHOUT QUALIFICATION.

7. PREFERRED PURCHASER'S REPRESENTATIONS. PREFERRED PURCHASER REPRESENTS THAT A COPY OF THIS AGREEMENT, WITH ALL BLANKS COMPLETED, WAS DELIVERED TO PREFERRED PURCHASER BEFORE IT WAS SIGNED, AND PREFERRED PURCHASER HAS READ THIS AGREEMENT IN ITS ENTIRETY. PREFERRED PURCHASER ACKNOWLEDGES THAT THIS IS NOT A CONTRACT TO PURCHASE ANY LOT, AND AGREES THAT PREFERRED PURCHASER SHALL HAVE NO RIGHT TO PURCHASE ANY LOT UNLESS AND UNTIL PREFERRED PURCHASER AND DEVELOPER MUTUALLY ENTER INTO A SALES AGREEMENT. PREFERRED PURCHASER REPRESENTS AND WARRANTS THAT PREFERRED PURCHASER HAS NOT CONSULTED WITH OR BEEN REPRESENTED BY ANY BROKER, REAL ESTATE AGENT OR CONSULTANT IN CONNECTION WITH THIS AGREEMENT OR THE PURCHASE OF ANY LOT EXCEPT FOR REPRESENTATIVES OF GINN REAL ESTATE COMPANY.

8. ESCROW AGENT. The Reservation Deposit shall be made payable to Cameron, Davis and Gonzales, P.A. (the "Escrow Agent") and shall be held in escrow by Escrow Agent pursuant to an Escrow Agreement entered into by Escrow Agent and Developer (the "Escrow Agreement") and Escrow Agent shall provide a receipt therefore to Preferred Purchaser. Escrow Agent's address is 901 North Olive Avenue, West Palm Beach, FL 33401. UNLESS PREFERRED PURCHASER AND DEVELOPER MUTUALLY ENTER INTO A SALES AGREEMENT BEFORE THE EXPIRATION OF THE PRIORITY SELECTION PROCESS (the "Expiration Date") this Agreement shall expire and become null and void and of no force or effect whatsoever at 5:00 P.M. on the Expiration Date, and the Reservation Deposit will be immediately refunded to the Preferred Purchaser by Escrow Agent without any qualifications (but without any interest).

Executed on the date last entered below.

"PREFERRED PURCHASER"

"DEVELOPER"

Sign: _____

Ginn-LA Quail Ltd., LLLP, a Georgia Limited Liability Limited Partnership

Print Name: _____

By: GINN-QUAIL WEST GP, LLC, a Georgia Limited Liability Corporation

Sign: _____

By: _____

Print Name: _____

Name: _____

Date: _____

Title: _____

Address: _____

Date: _____

Home Telephone No.: _____

Deposit Paid By: Enclosed Check VISA MasterCard

Work Telephone No.: _____

Card #: _____

Facsimile No.: _____

Expiration Date: _____

E-Mail Address: _____

All such forms of payment shall be made payable to Cameron, Davis and Gonzales, P.A.

Name: FIELD(1)
Agent:FIELD(2)

Exhibit "A"
Bella Collina
Priority Selection Form

That I, _____ ("Preferred Purchaser"),
have appointed **Richard T. Davis Esq.** ("Agent"), as my lawful attorney
for him/her to select for purchase by me ("Preferred Purchaser") one
of the following residential homesites (the "Lot") in Bella Collina in
order of priority set forth below:

- | | | | | |
|-----------|-----------|------------|------------|------------|
| 1. _____ | 38. _____ | 75. _____ | 112. _____ | 149. _____ |
| 2. _____ | 39. _____ | 76. _____ | 113. _____ | 150. _____ |
| 3. _____ | 40. _____ | 77. _____ | 114. _____ | 151. _____ |
| 4. _____ | 41. _____ | 78. _____ | 115. _____ | 152. _____ |
| 5. _____ | 42. _____ | 79. _____ | 116. _____ | 153. _____ |
| 6. _____ | 43. _____ | 80. _____ | 117. _____ | 154. _____ |
| 7. _____ | 44. _____ | 81. _____ | 118. _____ | 155. _____ |
| 8. _____ | 45. _____ | 82. _____ | 119. _____ | 156. _____ |
| 9. _____ | 46. _____ | 83. _____ | 120. _____ | 157. _____ |
| 10. _____ | 47. _____ | 84. _____ | 121. _____ | 158. _____ |
| 11. _____ | 48. _____ | 85. _____ | 122. _____ | 159. _____ |
| 12. _____ | 49. _____ | 86. _____ | 123. _____ | 160. _____ |
| 13. _____ | 50. _____ | 87. _____ | 124. _____ | 161. _____ |
| 14. _____ | 51. _____ | 88. _____ | 125. _____ | 162. _____ |
| 15. _____ | 52. _____ | 89. _____ | 126. _____ | 163. _____ |
| 16. _____ | 53. _____ | 90. _____ | 127. _____ | 164. _____ |
| 17. _____ | 54. _____ | 91. _____ | 128. _____ | 165. _____ |
| 18. _____ | 55. _____ | 92. _____ | 129. _____ | 166. _____ |
| 19. _____ | 56. _____ | 93. _____ | 130. _____ | 167. _____ |
| 20. _____ | 57. _____ | 94. _____ | 131. _____ | 168. _____ |
| 21. _____ | 58. _____ | 95. _____ | 132. _____ | 169. _____ |
| 22. _____ | 59. _____ | 96. _____ | 133. _____ | 170. _____ |
| 23. _____ | 60. _____ | 97. _____ | 134. _____ | 171. _____ |
| 24. _____ | 61. _____ | 98. _____ | 135. _____ | 172. _____ |
| 25. _____ | 62. _____ | 99. _____ | 136. _____ | 173. _____ |
| 26. _____ | 63. _____ | 100. _____ | 137. _____ | 174. _____ |
| 27. _____ | 64. _____ | 101. _____ | 138. _____ | 175. _____ |
| 28. _____ | 65. _____ | 102. _____ | 139. _____ | 176. _____ |
| 29. _____ | 66. _____ | 103. _____ | 140. _____ | 177. _____ |
| 30. _____ | 67. _____ | 104. _____ | 141. _____ | 178. _____ |
| 31. _____ | 68. _____ | 105. _____ | 142. _____ | 179. _____ |
| 32. _____ | 69. _____ | 106. _____ | 143. _____ | 180. _____ |
| 33. _____ | 70. _____ | 107. _____ | 144. _____ | 181. _____ |
| 34. _____ | 71. _____ | 108. _____ | 145. _____ | 182. _____ |
| 35. _____ | 72. _____ | 109. _____ | 146. _____ | 183. _____ |
| 36. _____ | 73. _____ | 110. _____ | 147. _____ | 184. _____ |
| 37. _____ | 74. _____ | 111. _____ | 148. _____ | 185. _____ |

186. _____	226. _____	266. _____	306. _____	346. _____
187. _____	227. _____	267. _____	307. _____	347. _____
188. _____	228. _____	268. _____	308. _____	348. _____
189. _____	229. _____	269. _____	309. _____	349. _____
190. _____	230. _____	270. _____	310. _____	350. _____
191. _____	231. _____	271. _____	311. _____	351. _____
192. _____	232. _____	272. _____	312. _____	352. _____
193. _____	233. _____	273. _____	313. _____	353. _____
194. _____	234. _____	274. _____	314. _____	354. _____
195. _____	235. _____	275. _____	315. _____	355. _____
196. _____	236. _____	276. _____	316. _____	356. _____
197. _____	237. _____	277. _____	317. _____	357. _____
198. _____	238. _____	278. _____	318. _____	358. _____
199. _____	239. _____	279. _____	319. _____	359. _____
200. _____	240. _____	280. _____	320. _____	360. _____
201. _____	241. _____	281. _____	321. _____	361. _____
202. _____	242. _____	282. _____	322. _____	362. _____
203. _____	243. _____	283. _____	323. _____	363. _____
204. _____	244. _____	284. _____	324. _____	364. _____
205. _____	245. _____	285. _____	325. _____	365. _____
206. _____	246. _____	286. _____	326. _____	366. _____
207. _____	247. _____	287. _____	327. _____	367. _____
208. _____	248. _____	288. _____	328. _____	368. _____
209. _____	249. _____	289. _____	329. _____	369. _____
210. _____	250. _____	290. _____	330. _____	370. _____
211. _____	251. _____	291. _____	331. _____	371. _____
212. _____	252. _____	292. _____	332. _____	372. _____
213. _____	253. _____	293. _____	333. _____	373. _____
214. _____	254. _____	294. _____	334. _____	374. _____
215. _____	255. _____	295. _____	335. _____	375. _____
216. _____	256. _____	296. _____	336. _____	376. _____
217. _____	257. _____	297. _____	337. _____	377. _____
218. _____	258. _____	298. _____	338. _____	378. _____
219. _____	259. _____	299. _____	339. _____	379. _____
220. _____	260. _____	300. _____	340. _____	380. _____
221. _____	261. _____	301. _____	341. _____	381. _____
222. _____	262. _____	302. _____	342. _____	
223. _____	263. _____	303. _____	343. _____	
224. _____	264. _____	304. _____	344. _____	
225. _____	265. _____	305. _____	345. _____	

In witness whereof, I have hereunto set my hand and seal the _____ day of _____, 2005. Signed, sealed and delivered in the presence of:

Preferred Purchaser Signature

Preferred Purchaser Signature

EXHIBIT B

THE CONSERVATORY

LOT LOANS



Your Way
Home.

95% FULL DOC-700 CREDIT SCORE

90% NO INCOME- 720 CR.SCORE
SELF EMPLOYED ONLY

****INTEREST ONLY****

1 LOT LOAN PER CUSTOMER
3 OR 5 YR FIXED RATE
NO PREPAYMENT PENALTY
NO POINTS/ORIGINATION

RATE TODAY-~~6.25%~~-~~6.5%~~
6.375 - 6.625

CONTACT:JIM SHAFFER
SUNTRUST MORTGAGE
(386) 258-2040 FAX (386)258-2058



Bella Collina Construction Permanent Financing

Effective October 15, 2005

R-G Crown Bank would like to congratulate you on your homesite purchase at Bella Collina. By doing so, you have positioned yourself to build the "Home of Your Dreams" or a custom "home for purchase" *without* having to bring any more money to closing. You may be eligible to build a \$1.5MM-\$3MM home based on your initial 10% lot down payment.

An overview of R-G Crown Bank's "Bella Collina-inspired" Construction Lending

1. Begin and complete construction without spending another penny!
 - a. Take full advantage of the equity in your homesite: (1) prevent bringing down payment money; (2) cover all interest payments start to finish; (3) include a furniture package; (4) possibly cover your first year's mortgage payment; (4) cash out some money during construction; etc. **Limitless creative financing possibilities!**
2. A construction loan may even cancel your current monthly lot loan mortgage payment;
3. Option of locking into an end loan rate at construction's commencement;
4. Option of using any end loan programs including interest only programs;
5. Save on closing costs by utilizing the "Future Advance Provision" (if you financed your lot at the initial launch through R-G Crown Bank);
6. A "One-Time" construction closing and modification into end-loan;
7. Potential model leaseback or interest reserve on any home, even a second home;
8. Low Bank fees, zero points, no pre-payment penalty, full doc or stated income loans and NO application fees;
9. Up to 80% financing even on investment properties (65% foreign nationals);
10. No loan limits;
11. Potential of making a much larger return by beginning construction; and
12. Sell your construction loan during construction, possibly before the slab is poured or wait for the Street of Dreams!

HYPOTHETICAL: Ginn owner buys an interior homesite at the initial Bella Collina launch and still owes \$250,000. The homesite is now worth close to \$1,000,000. The borrower has \$750,000 in equity to utilize and *take advantage of*. Owner can therefore build a \$2,000,000+ home on top of their homesite without bringing any money to closing and without making an interest payment until the home is completed.

R-G Crown Bank has enjoyed a superior relationship as a participating financial institution in this and many other fine communities developed by The Ginn Company.

Low bank fees, no application fee, no pre-payment penalty, Future Advance Provision, minimal documentation and welcoming all foreign national and stated income borrowers.

To discuss construction-permanent financing or learn how this program fits your specific needs please call Brady Koegel (ext. 1189) or Jason Lough (ext. 1224).

This is not an offer to enter into an agreement. Rates and terms are subject to change without notice.





WACHOVIA Personnel Web page

<https://rsnoebien.wachovia.loans.com>

Home Financing Plans

Loan Process

Mortgage Calculators

Online Answers

HOME FINANCING



Roy Snoebien
Mortgage Consultant / Loan Officer
Phone: 321-231-3333
Email: Roy.Snoebien@wachovia.com

135 West Central Boulevard
Orlando, Florida 32801

On line application at <https://rsnoebien.wachovia.loans.com>

Assistant Vice President

Fax 407-738-4654

Quality service is Roy Snoebien's top priority. He wants to help you explore financing options and choose the right mortgage to help you achieve your financial goals. Roy will apply his knowledge of home loan products and advanced technology to make your application experience positive and effortless.

Thank you for choosing Roy and Wachovia to assist with your home financing. We want to make your home loan simple, quick and convenient.

All loans subject to credit approval, verification and collateral evaluation. Initial decision is subject to you meeting specific underwriting requirements and final approval will be based upon you satisfying those requirements. Loans originated by Wachovia Mortgage Corporation. Products not available in all states.





Roy Snoeblen

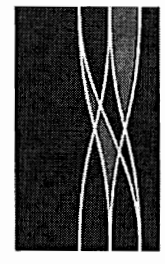
Assistant Vice President

321-231-3333

roy.snoeblen@wachovia.com

Personal web page

<http://rsnoeblen.wachovia.com>



WACHOVIA

Borrowing/Lending Process



LOAN PROGRAMS

3/1 - FIXED FOR 3 YRS THEN BECOMES VARIABLE ADJUSTING ANNUALLY

***INTEREST ONLY**

as of April 20 - 7.375% with ½% fee or 7.75% with 0.0% fee *

5/1 - FIXED FOR 5 YRS THEN BECOMES VARIABLE ADJUSTING ANNUALLY

***INTEREST ONLY**

as of April 20 - 7.25% with ½% fee or 7.575% with 0.0% fee*

7/1 - FIXED FOR 7 YRS THEN BECOMES VARIABLE ADJUSTING ANNUALLY

***INTEREST ONLY**

as of April 20 - 7.125% with ½% fee or 7.375% with 0.0% fee*

* Note rates can change daily

***75% TO 80% LOAN TO VALUE**

SPECIALIZED LOAN PROGRAMS FOR
THE VILLAS AT REUNION SQUARE



✓ 100% Loan to Value Available for Qualified Buyers

—
No Condotel or Warranty Issues

—
Financing available for loans up to \$5,000,000

✓ Stated Income, Stated Assets, No Doc Loans Available

—
✓ Interest Only, Fixed Rate, Term ARM's Available

—
Flexible Point Structures to Suit Your Needs

—
Rate, Term and Product Availability Subject to Approval

—
In-House Financing Eliminates Communication Issues and Expedites the Closing Process

—
Foreign National Products Available

For rates and products, call Glen Pelletier at 407-396-3087.

Ginn
FINANCIAL SERVICES, LLC SM

The Preferred Lender For Ginn Buyers



AN EQUAL OPPORTUNITY LENDER, GINN FINANCIAL SERVICES IS A LICENSED
MORTGAGE LENDER IN THE STATE OF FLORIDA; LICENSE # L100000558788

1 HAMMOCK BEACH PARKWAY, PALM COAST FL 32137



An Equal Opportunity Lender

SPECIALIZED PROGRAMS

(Exclusively for Ginn Properties)
(Lot Purchase)

Jumbo Loans 10% downpayment to \$1,000,000 Loan amount.
 15% downpayment to \$2,000,000 Loan amount.
 20% downpayment required for qualified Foreign
 National Clients.

Conforming Loans 10% downpayment to \$359,650.
 20% downpayment required for qualified Foreign
 National Clients.

- Documentation requirements vary for borrowers with Median credit scores between 650 and 850.
- Stated Income/Verified Assets for Median Scores above 699.
- Debt ratios up to 50% through 55% with substantial liquid assets required after closing.
- Modified Full Document Loans for borrowers with median credit scores above 649.

Rates vary based on Loan Amount, Occupancy Type and Residency Status.
Complete a Financing Questionnaire and contact your GFS representative for a
consultation at (888) 340-4437.

Range of rates between 6.25% and 7.75% with APR's ranging from 7.063% to
8.008%.

Ginn Financial Services, LLC is a Licensed Mortgage Lender in the State of Florida; License #L10000558788
1 Hammock Beach Parkway, Palm Coast, FL. 32137



EXHIBIT C



FT0607

Guaranteed 9.5% return in the first 2 years*. Take advantage of the current £ vs \$ strength

To continue our unprecedented success story, Ginn Resorts is delighted to announce the opening of our first European sales office in the UK. This means you can now purchase and manage your US holiday home, retirement getaway or investment properties on a more "local" basis. And with the current strength of the Pound and Euro against the Dollar, now could be the perfect time to buy.

*Limited inventory devoted to this special offer - applicable to Reunion only

Investing in luxury, quality and exclusivity



Ginn

HAMMOCK BEACH RESORT
Palm Coast, Florida

Apartments and land available from high \$400,000s

- Ocean front
- \$200 million amenities
- Tom Watson Signature golf course
- Water & swimming pavilion
- Spa
- Marina

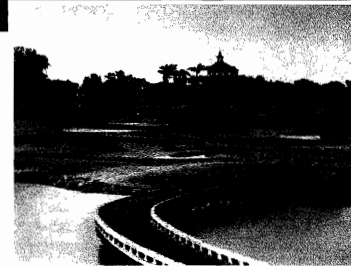


Ginn

SUR MER
Grand Bahamas Island, Bahamas

Opportunities from \$600,000

- New \$5 billion oceanfront development in The Bahamas
- Jack Nicklaus and Arnold Palmer Signature golf courses
- 'Monte Carlo' inspired casino
- World class marina
- Private airport
- Limited number available



Ginn

REUNION RESORT
Orlando, Florida

3 Bedroom apartments from \$600,000

- 3 Signature golf courses - Jack Nicklaus, Arnold Palmer and Tom Watson
- Multi-level water and swimming pavilions
- Orlando's theme parks minutes away
- Great rental opportunities

EXHIBIT D



Bella Collina Construction Permanent Financing

Effective October 15, 2005

R-G Crown Bank would like to congratulate you on your homesite purchase at Bella Collina. By doing so, you have positioned yourself to build the "Home of Your Dreams" or a custom "home for purchase" *without* having to bring any more money to closing. You may be eligible to build a \$1.5MM-\$3MM home based on your initial 10% lot down payment.

An overview of R-G Crown Bank's "Bella Collina-inspired" Construction Lending

1. Begin and complete construction without spending another penny!
 - a. Take full advantage of the equity in your homesite: (1) prevent bringing down payment money; (2) cover all interest payments start to finish; (3) include a furniture package; (4) possibly cover your first year's mortgage payment; (4) cash out some money during construction; etc. **Limitless creative financing possibilities!**
2. A construction loan may even cancel your current monthly lot loan mortgage payment;
3. Option of locking into an end loan rate at construction's commencement;
4. Option of using any end loan programs including interest only programs;
5. Save on closing costs by utilizing the "Future Advance Provision" (if you financed your lot at the initial launch through R-G Crown Bank);
6. A "One-Time" construction closing and modification into end-loan;
7. Potential model leaseback or interest reserve on any home, even a second home;
8. Low Bank fees, zero points, no pre-payment penalty, full doc or stated income loans and NO application fees;
9. Up to 80% financing even on investment properties (65% foreign nationals);
10. No loan limits;
11. Potential of making a much larger return by beginning construction; and
12. Sell your construction loan during construction, possibly before the slab is poured or wait for the Street of Dreams!

HYPOTHETICAL: Ginn owner buys an interior homesite at the initial Bella Collina launch and still owes \$250,000. The homesite is now worth close to \$1,000,000. The borrower has \$750,000 in equity to utilize and *take advantage of*. Owner can therefore build a \$2,000,000+ home on top of their homesite without bringing any money to closing and without making an interest payment until the home is completed.

R-G Crown Bank has enjoyed a superior relationship as a participating financial institution in this and many other fine communities developed by The Ginn Company.

Low bank fees, no application fee, no pre-payment penalty, Future Advance Provision, minimal documentation and welcoming all foreign national and stated income borrowers.

To discuss construction-permanent financing or learn how this program fits your specific needs please call Brady Koegel (ext. 1189) or Jason Lough (ext. 1224).

This is not an offer to enter into an agreement. Rates and terms are subject to change without notice.

Member FDIC



Equal Housing Lender



EXHIBIT E

To: Chris Godkin; Helen Gundersen; John Heald; John Vernon; Kevin Froud; Larry Kiernan; Louise Blackwell; mattba@fsmail.net; Paul Benson; Paul Corrigan; Paul Diggins; Peter Little; Phillip Button; Roy Hall; Satish Chappiti; Simon Wray; Stephen Brookes; Stephen Brown; Stephen Horn; Steven Hipwell; Terry Brookes **Cc:** Frank Pizzica; Richard Greco; Sharon Bassett; John Murray; Karen.Miller@suntrust.com; Michael G. Voll; George Voll; Diana Nash **Subject:**

Our special event at Claridges in London is only a week away, and we are excited to have you attend as one of our VIP guests !

At the home show, which will be held in the hotel's sixth floor of suites, you will have the opportunity to view our all-new design collection; meet with the Brentwood management team, and enjoy delicious food and beverages by Claridges. Plus, representatives from Statewide and Sun Trust mortgage will be on hand to answer your financing questions and to conduct informational seminars and prepare mortgage applications for clients who choose to purchase a Brentwood custom home during the event. (Attached to this email is an introduction to these two mortgage companies and the representatives attending.) Also attending will be J & J Security Services providing information and answering any questions regarding Low Voltage Solutions. (Attached to this e-mail is an introduction to J & J Security Services).

The open house starts at 2 p.m. on Saturday (a light lunch will be provided), and runs through 6:30 p.m., when you're cordially invited to join us for an evening of cocktails, canapés and dessert.

The Brentwood team also will be available to meet with you by appointment throughout the day to answer your questions about the benefits of a Brentwood-built custom home and building on your lot at Reunion Resort & Club. (If you would like to have a private appointment, please reply to this email so that I may schedule a time that's most convenient for you.)

We look forward to seeing you on Saturday, March 18.
Best Regards,

Richard Greco
Vice President
Brentwood Custom Homes
1.321.677.0001

Carly Bigelow will be available in London with Brentwood Custom Homes to answer any Construction Perm or financing questions you have and make the process easy

Carly and I are at SunTrust Mortgage to earn your trust

We will save you time and take the guessing out of your new home construction

We will streamline your new home's financing in easy steps

We are here to guide you through the entire Construction Loan process

We use creativity to make your new home mortgage fit your financial needs

We don't just talk about quality customer service, we deliver it!

We are successful because we care

We are committed to excellence in everything we do

We all look forward to assisting you with this home building process

Carly Bigelow
Office – 407.833.2498
Fax – 407.333.1202
Email- carly.bigelow@suntrust.com

Committed to Excellence!



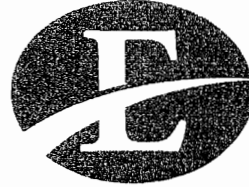
Karen Miller-Lozicki
Office- 407.833.2497
Fax – 407.333.1202
Email – karen.miller@suntrust.com
www.suntrustmortgage.com/kmiller


SUNTRUST™
MORTGAGE



SunTrust Mortgage, Inc., 901 Semmes Avenue, Richmond, VA 23224 is licensed by the Department of Corporations under the California Residential Mortgage Lending Act; is an Illinois Residential Mortgage Licensee; is a Lender in Massachusetts having Mortgage Lender license #s ML1216, ML0133, ML1432, ML1914, ML1913, ML1815, ML2411, ML1214, ML2442, ML2491, and ML2538; is licensed by the New Hampshire Banking Department; is licensed by the New Jersey Department of Banking and Insurance, toll free 1-888-994-7864; is a licensed lender in Rhode Island; is doing business in Arizona as Cester Mortgage, 7250 N. 16th Street, Ste. 100, Phoenix, AZ 85020 and is doing business in New York at 145 Pendleton Road, Suite 330, Melville, NY 11747, C2004, SunTrust Banks, Inc. SunTrust is a federally registered service mark of SunTrust Banks, Inc.

EXHIBIT F



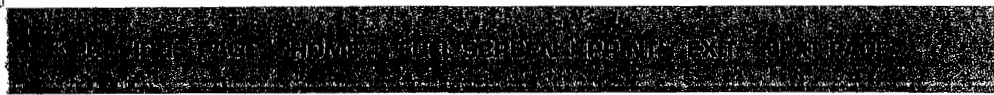
ECHELON

TURN-KEY SALES AND MARKETING FOR LUXURY RESORT
AND PRIVATE CLUB COMMUNITIES

CASE STUDIES

- » GINN HAMMOCK BEACH
 - » CHAMPION HILLS
 - » HAIG POINT
- » GINN REUNION RESORT
 - » THE GINN STORY

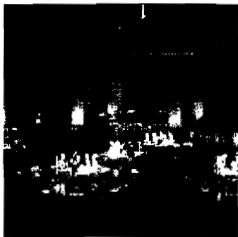
WWW.ECHELONSALES.COM





Ginn

HAMMOCK BEACH RESORT™



THE VALUE OF STRONG SALES AND MARKETING FROM THE START

REUNION RESORT SUCCEEDS DESPITE ALL OF THE ODDS

HAMMOCK BEACH, PALM COAST, FLORIDA

Hammock Beach, a thousand-acre oceanfront resort community in Palm Coast, Florida, was the first assignment for Echelon as the sales and marketing arm of the newly formed Ginn Company. After closely following the successful turnaround of Haig Point in Hilton Head, South Carolina, Bobby Ginn hired Echelon (known then as RMA) to lead the branding, marketing and sales of his pre-development resort, which would contain a mix of homesites, condominiums and condominium-hotel units.

The Ginn Company initially attempted to market and sell the community with its own in-house sales and marketing team. Sales absorption was slow and the quality of the overall sales and marketing organization did not represent the quality of the luxury resort. Bobby Ginn sought out the expertise of Echelon to take over the sales and marketing of Hammock Beach in October 1999.

PALM COAST'S NICHE

Once again, industry analysts predicted that several challenges would prevent Hammock Beach from reaching the developers' objectives. First, the Palm Coast area had historically been known as an inexpensive retirement real estate market not ready to accept a luxury resort community. Home site prices in Hammock Beach were comparable to finished home prices in the Palm Coast area. Second,

(Continued)



the region typically attracted home buyers rather than home site buyers. In fact, "experts" predicted that it was virtually impossible to sell home sites in Florida, especially priced on the high end of the scale. Finally, the community's Jack Nicklaus golf course was owned by a competing developer who was also marketing property in the community at considerably lower prices. After only 18 months on the job, the Echelon team produced 350 sales for more than \$115 million. Included in that total was the successful launch of the Hammock Beach Club, a one-day event that produced 118 condominium-hotel sales for a total of \$65 million.

KEEPING THE WHEELS TURNING

"If you picture the Echelon sales and marketing system like the wheel of a bicycle, each spoke in that wheel represents a process," says Jim Matoska, president of operations for Echelon. "When you combine all of the processes, the system will perform at a high level. Before we arrived at Hammock Beach, several spokes were missing and the wheel was not turning the way it should."

A year later, the original plan for Hammock Beach reached sellout, an amazing four years ahead of budgeted projections and with an additional \$26 million in sales revenue. The Ginn Company has also been able to raise the average sales price for non-oceanfront lots from \$98,000 per home site in 1999, to \$375,000 in 2007. Oceanfront lots (40-foot wide) went from \$250,000 to \$1.1 million.

The quiet town of Palm Coast was now booming, eventually being named as part of the fastest-growing county in America in 2006, due in large part to the success of the Hammock Beach. The Ginn Company was able to add more communities under the Hammock Beach umbrella to capitalize on the

sales demand. In 2002, Echelon led the launch of a 270-unit neighborhood along the Intracoastal Waterway called Yacht Harbor Village at Hammock Beach. While in the early stages of pre-development, the Echelon team sold \$23 million in land in the first six hours of the inaugural event. The land acquisition and development costs for all of Yacht Harbor Village were paid for with the one-day event and more than \$50 million dollars in sales revenue still remained for the Ginn Company.

That revenue would quickly be realized, as the second product offering in Yacht Harbor Village, The Admirals Cove Condominiums, were snapped up in another one-day event. All 88 condominiums were purchased at an average sales price of \$565,000, and the remaining home sites were sold out months later. Yacht Harbor Village was a resounding success, well beyond the original expectations of the Ginn Company or its financial partners. Perhaps the most challenging product launch assigned to Echelon was the Villas at Hammock Beach, 82 one-bedroom hotel suites in the main building of the Hammock Beach Club. With an average price per square foot of close to \$1,000, skeptics were easy to find. But the Echelon team applied the sales and marketing process that had delivered success in the past. With the combination of a new marketing campaign centered around the Villas, coupled with a sales approach tailored to focus on key attributes of the product, Echelon recorded another one-day sellout with 82 units being sold for \$24 million in the summer of 2003.

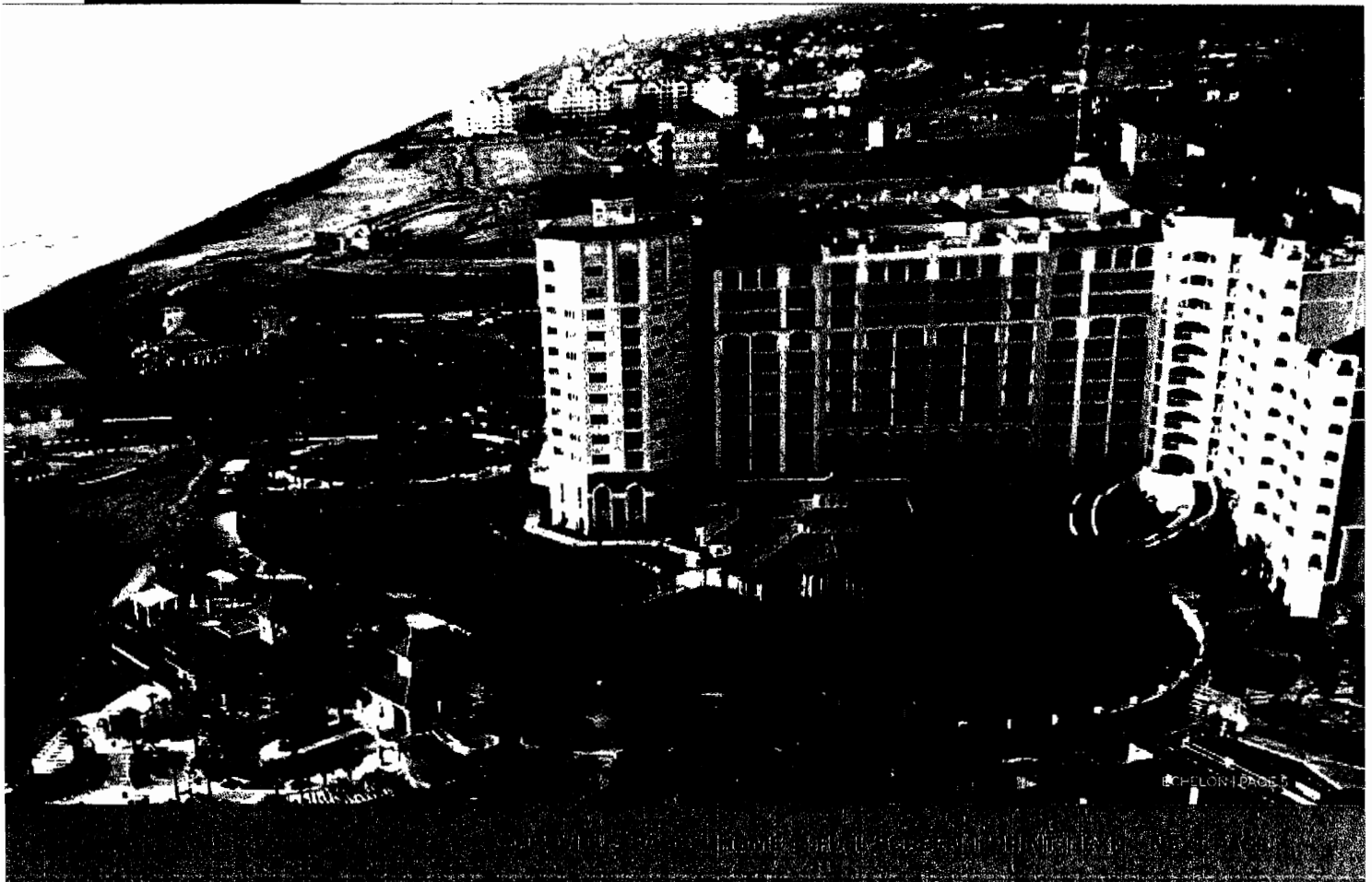
In the spring of 2004, Echelon would go on to sell the Towers at Hammock Beach - 92 luxury penthouse condominium-hotel units located in the main building of the Hammock Beach Club - in another one-day event. All 92 units, averaging \$1.65
(Continued)

million, were put under contract for a total of \$151 million in sales revenue.

ADDING ANOTHER COMMUNITY

In 2005, The Ginn Company added another community to the Hammock Beach brand: The Conservatory, a 420 unit single-family neighborhood centered around the upcoming Tom Watson golf course. Echelon orchestrated the pre-development offering and after a six-month marketing campaign, sold all 420 home sites in a one-weekend priority selection event. The average price for the home sites being offered was \$400,000.

"It's been truly rewarding to watch a community go from a raw piece of land to a thriving oceanfront resort that has spawned multiple communities all around it," says Wilson Greene, president of Echelon. "So many factors came together to make this happen, but the early sales success played a big part in creating a momentum that blossomed into something beyond everyone's wildest expectations."





THE POWER OF INSTILLING A WINNING CULTURE

THE POWER OF INSTILLING A WINNING CULTURE

**CHAMPION HILLS
HENDERSONVILLE, NORTH CAROLINA**

By March 2000, the development sales had stalled at Champion Hills – a high-end mountain/golf second home and retirement community located in Hendersonville, North Carolina.

SLOWING SALES

Founded in 1991, sales had slowed to an average of 15 properties per year by early 2000. Len Ronnie, president of International Paper Realty (which owned Champion Hills), asked Echelon to conduct a sales and marketing audit to determine the financial feasibility of marketing the final 50 properties. Echelon quickly concluded that the existing on-site sales team viewed the remaining inventory as undesirable and difficult to sell. Furthermore, the on-site staff's negative perception prevented them from pursuing any marketing plan to sell out its remaining inventory. The marketing efforts had failed to attract enough qualified prospects to visit the property and closing percentages had slipped to less than 5 percent.

(Continued)

ONE GOAL IN MIND

In April 2000, International Paper Realty outsourced the sales and marketing of Champion Hills to Echelon with one goal in mind: sell the remaining company inventory by December 31, 2000, which was the date that control of the community would be turned over to the property owners association. By employing its own on-site sales and marketing staff and by initiating a plan aimed at aggressively marketing to the existing database, Echelon was able to quickly make progress toward achieving the goal.

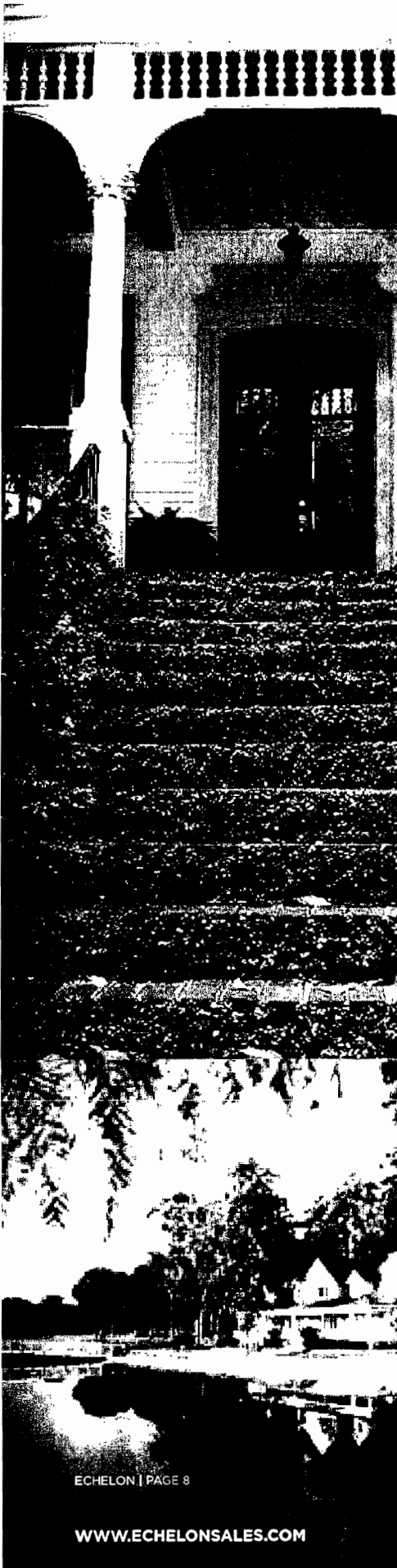
The final results were impressive. More than 700 tours were generated as a result of the new marketing programs, and the sales team's closing percentage more than doubled to 12 percent. Under the direction and training of Echelon, Champion Hills not only sold out all 50 of the company homes and home sites prior to turnover on December 31, but also sold an additional 30 resale properties.

"There is nothing that Echelon does anymore that surprises me," says Len Ronnie. "I've come to expect great things from them and they always deliver. I wish I had discovered Echelon 16 years ago when we first started developing."



"I've come to expect great things from them and they always deliver. I wish I had discovered Echelon 16 years ago when we first started developing."

- Len Ronnie, Champion Hills



THE VALUE OF HAVING A SYSTEM ECHELON TAKES ON "IMPOSSIBLE CHALLENGE"

HAIG POINT, DAUFAUSKIE ISLAND, HILTON HEAD, SOUTH CAROLINA

Haig Point, a high-end private community on Daufuskie Island, was severely under-performing when Len Ronnie Jr., president of International Paper Realty, decided to make a change. Beach in October 1999.

Ronnie decided to outsource sales and marketing to Echelon (known then as RMA) in June 1998, in an effort to turn things around at Haig Point. Founded in 1986, the community had managed to sell only about half of its 725 home sites in 12 years, and experts were predicting it would take another 12 years to sell out the remaining sites.

There was a perception that several major challenges hindered a turn-around of the stagnant community. Because the community was located on an island without a bridge, the only access to it was by private passenger ferry - a fact deemed by industry analysts as one negative that limited the desirability of the project. As a result, only seven home sites were sold from 1995 through mid-1998, creating a negative image within the Hilton Head real estate community. Although International Paper Realty was sustaining a regional and national marketing effort, sales were virtually non-existent and the reputation of the community was in decline. Several marketing consultants and research firms estimated it would take between 12-15 years to sell enough property to reach turnover. One major consulting company, Cushman & Wakefield, deemed Haig Point
(Continued)

"a failed project that cannot be revived" in a 90-page market study conducted on the ailing community.

TURNING THINGS AROUND

Echelon was hired by International Paper Realty in February 1998 to conduct its own sales and marketing audit. In that audit, Echelon uncovered many opportunities to increase sales and turn around Haig Point's image. The company was officially brought on board in June 1998 to handle the community's sales and marketing.

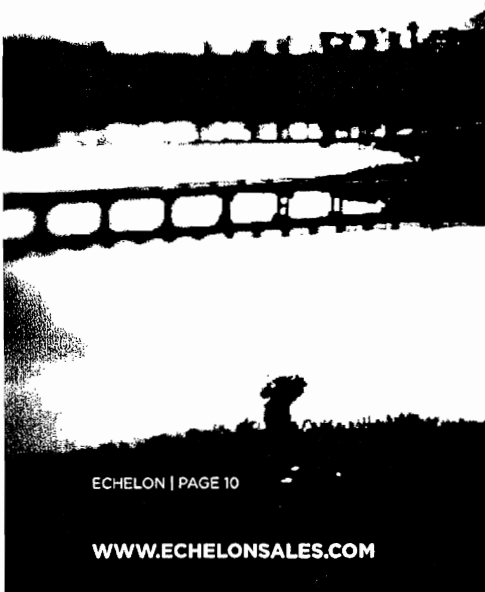
Echelon installed an experienced sales, marketing and administrative team to implement the new plan. A targeted advertising message was created, new marketing programs were introduced and the Echelon Sales System was put in place. Within a few months the Echelon System made an immediate impact, generating 38 sales for \$5 million in just the first five months.

The next two years proved to be even more exciting. Echelon increased prospect traffic over 600 percent, yielding 360 property sales for more

than \$75 million. Two exhibition marketing programs (Osprey Lakes home sites and Riverplace Cottages) produced 45 sales in two days. The combination of traditional marketing programs, exhibition/launch programs and a defined selling process led to the best three years in Haig Point's history. Property values also increased over the three year period by an average of 50 percent, with waterfront prices going from \$400,000 to more than \$1 million. Equity membership values began at \$42,500 and, three years later, were selling for \$75,000. International Paper Realty had achieved its goal of reaching turnover an amazing eight years earlier than the most optimistic projections.

"One of the interesting memories we have is the head of accounting calling us to report a problem," says Wilson Greene, president of Echelon. "The problem turned out to be that for the first time in the 13-year history of the project they had a profit to report and weren't sure what to do with it. That's a good problem to have."





Ginn

REUNION RESORT*

THE VALUE OF IGNORING YOUR CRITICS

REUNION RESORT SUCCEEDS DESPITE ALL OF THE ODDS

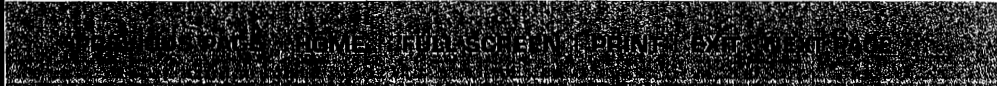
REUNION RESORT, ORLANDO, FLORIDA

After a successful launch of Hammock Beach in 2000, The Ginn Company turned its focus to a 2,300-acre parcel of land in Orlando. Located about 10 minutes from the Disney attractions, Reunion Resort was envisioned to be a resort town that would attract vacationers and second-home buyers from all over the world. With more than 5,000 potential home sites, condominiums, townhomes and hotel rooms available to develop, high absorption rates and fast momentum were essential in making the project profitable for the Ginn Company.

CHALLENGES TO OVERCOME

From a sales and marketing perspective, several early challenges had to be overcome. The first product release, Liberty Bluff, would be 35-foot wide home sites, a concept not very well-known in the Orlando market. "To keep prices from being unbearable to the marketplace and to help the customer visualize the finished product, we kept lot sizes small and designed magnificent product that would help paint the vision and theme of the first two neighborhoods," says Wilson Greene, president of Echelon. "Everyone told us we couldn't sell lots in pre-development, especially something so narrow, but we needed to build sales momentum and selling houses or condos just didn't work for the initial launch."

(Continued)



Second, the brokerage market in the area shunned the product, claiming the rental, vacation or second-home buyers had to stay under a buyers had to stay under a certain price point. Reunion, the brokerage market suggested, would be almost triple what that price point was reported to be.

"We held to our core belief that people don't buy based on price in the luxury second-home market, they buy based on value," says John Pinter, president of sales for Echelon. "If they get excited about the vision of the community and have confidence in the developer, then they'll invest whatever dollars necessary to be part of that."

Finally, because of the proximity to the Disney corridor and the rental aspect associated with the community, the consensus among most industry experts was that the marketing efforts would have to be focused mostly overseas, where European buyers would have the most interest in luxury vacation property near Disney.

"While a portion of our efforts would encompass the foreign buyer, we could not be dependent on international brokers to do our sales and marketing job," says Craig Wheeler, president of marketing for Echelon. "The cost is extremely high and the level of expertise about our community just wasn't comparable to the expertise of our own sales and marketing team.

Plus, we felt there were plenty of people right here in the United States that would see the uniqueness of what we were creating."

AN ALL-OUT EFFORT

The marketing campaign began in July 2001, starting with a whisper campaign and followed by a reservation program. With a launch date of early December it would take an all-out effort from Echelon to hit the target of 125 opening day sales. Then, the country was rocked by the events of September 11th.

"None of us had been through what was happening," says Jim Matoska, president of operations for Echelon. "Ultimately, we decided to move forward after carefully weighing all of the options. In the end, it provided a sense of normalcy for our team, our company and the customers that were part of the opening day event."

In December 2001, the Echelon team helped the Ginn Company get Reunion Resort off the ground in grand fashion, doubling the sales projection of 125 sales. In fact, new inventory had to be added on the second day of the event because 249 properties were sold in one weekend.

"It wasn't long before the local and national brokers were believers in what we were doing," says Jim Matoska. "No
(Continued)



“It wasn’t long before the local and national brokers were believers in what we were doing. No longer were they being critical of the community. Now they were referring customers on a regular basis.”

– Jim Matoska, Ginn Reunion Resort

longer were they being critical of the community. Now they were referring customers on a regular basis.”

BREAKING RECORDS IN FLORIDA

The Reunion Resort marketing efforts would go on to break Florida real estate records. In October 2003, Echelon launched Heritage Crossing, selling 67 units in three hours at an average price of \$386,000. In March of 2004, Echelon launched the property around a future Jack Nicklaus golf course and sold all 790 properties in one weekend for a total of \$170 million in sales revenue. In November 2004, two condominium and condominium/hotel products - Reunion Grande and Centre Court Ridge - were released and sold out in a day. All 82 two-bedroom condo-hotel units, averaging \$715,000 apiece, and all 154 three-bedroom units in Centre Court Ridge, averaging \$585,000, were selected in a one-day event. The following year, Echelon topped those numbers when it sold 504 Villas at Reunion Square for an average of \$635,000 in a one day event. That brought in more than \$300 million in sales revenue.

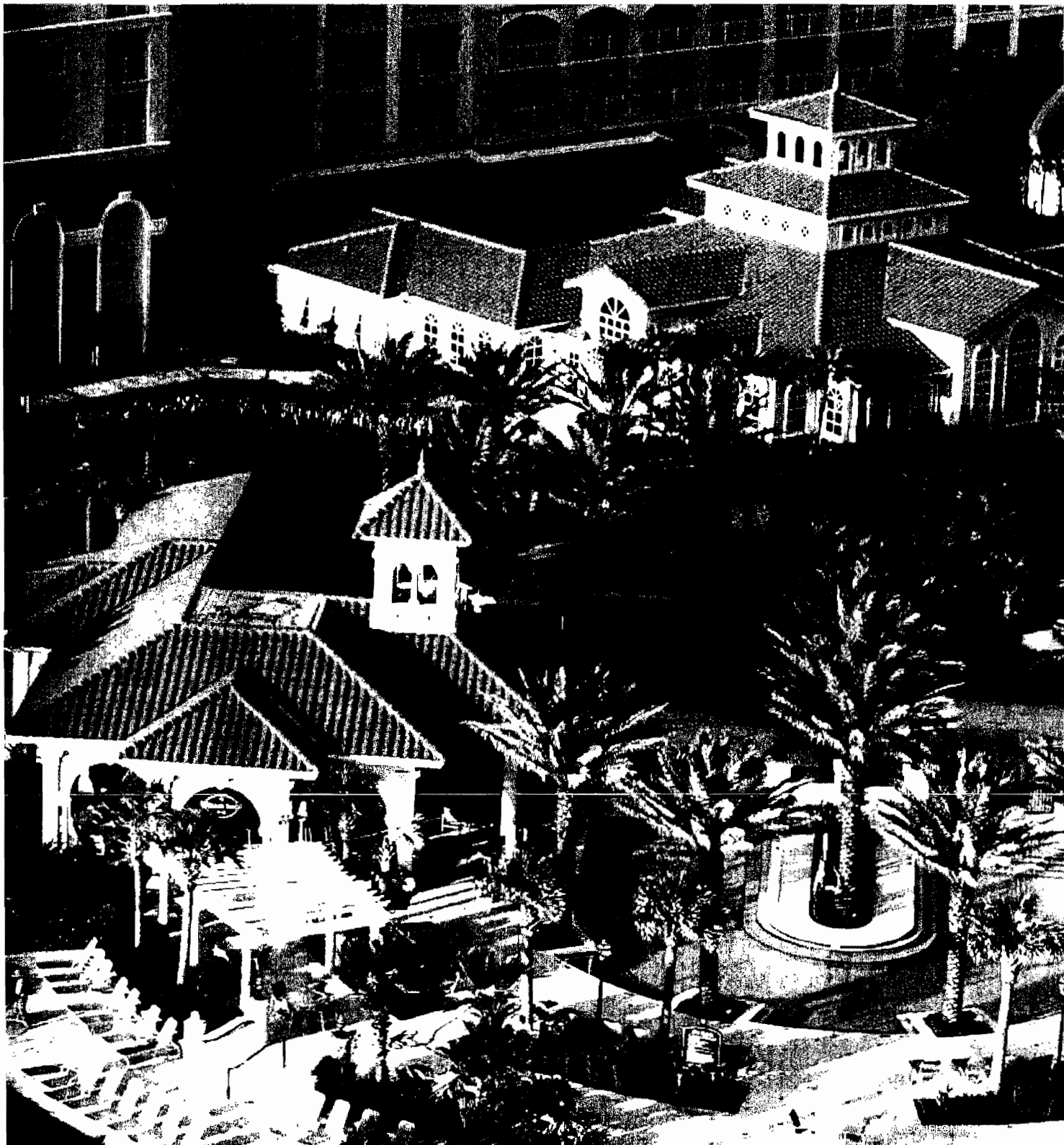
That success has continued for the last two years. At a time when many real

estate developers are struggling to sell their product, Reunion Resort continued to use the Echelon System to produce results. In 2006, Reunion Resort recorded 173 sales for more than \$108 million in revenue. In the first half of 2007, Reunion was on pace to match the previous years’ results, selling more than 100 properties for \$60 million in revenue, with a full six months remaining.

Today, Reunion is a thriving resort that attracts thousands of property owners, corporate guests and vacationers every month. With three golf courses, five restaurants, a spa, a fitness and tennis center and a multi-million dollar water park, the vision that was laid out in 2001 has quickly become a reality.

“It’s a long way from the days of that inaugural launch, when we were looking over hundreds of acres of sand and trees, pointing out the future amenities and describing the vision,” says Craig Wheeler, president of marketing for Echelon. “We were fortunate to have a developer with such a grand vision and were even more fortunate to have a team that could successfully convey it to the customer. Everyone outside of our team said it would never work - something that is becoming a common theme. It just makes us work harder to prove the skeptics wrong.”







A RESORT IS RE-BORN

ECHELON LEADS THE RENAISSANCE OF SNOWSHOE MOUNTAIN

RIMFIRE LODGE, SNOWSHOE, WEST VIRGINIA

Intrawest Corporation, the world's largest developer of mountain resorts, learned of Echelon in November 1997. Intrawest had recently purchased Snowshoe, a 25-year-old ski resort in the mountains of West Virginia. The company planned to pre-sell Rimfire Lodge, a ski-in/ski-out condominium located at the top of the mountain.

Several key challenges existed in introducing the new product to the marketplace. Soon after its acquisition of Snowshoe, Intrawest introduced a townhome product for sale that was unsuccessful. Only two sales were made. Prior to this, there hadn't been new development at Snowshoe in more than 10 years. Echelon's management team was hired to oversee the launch of Rimfire Lodge, which would carry a price tag that was three times higher than the average price per square foot of existing resale inventory - which was in abundance. The resort had been through several owners in past years and unfulfilled promises by the previous developers caused an aura of skepticism among property owners and potential customers.

A NEW VISION FOR SNOWSHOE

Intrawest had developed an elaborate vision for the renaissance of Snowshoe, with plans to transform the stale ski mountain into a four-season destination
(Continued)

"A key component to our success was hiring Echelon to help direct the sales and marketing efforts for the sale of Rimfire Lodge."

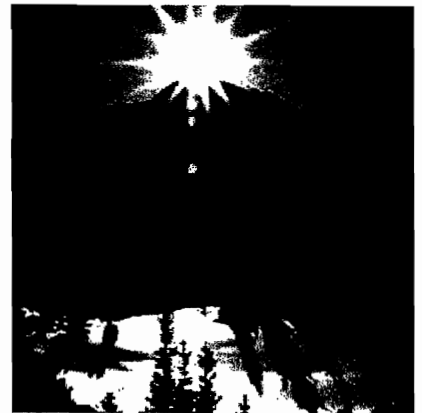
- Michael Coyle, Senior Vice President, Intrawest

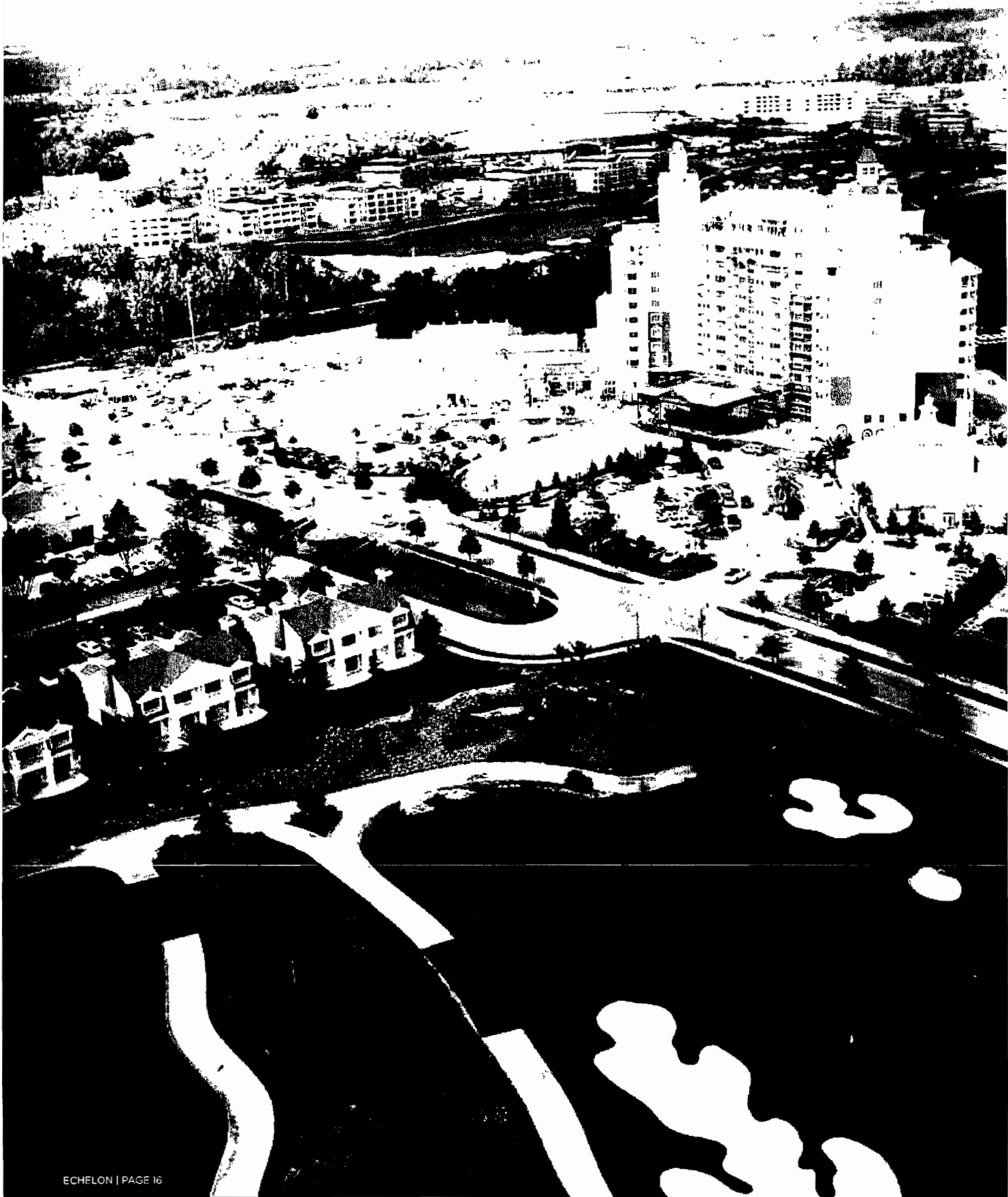
resort. The center of the plan called for a commercial village and resort core. Rimfire Lodge, a 142-unit condominium-hotel, would be the first product offered in the village and the successful launch of this product would be the key to turning the new vision for Snowshoe into a reality. Once again, industry analysts, this time from the United States and Canada, argued that success could not be obtained in such a depressed real estate climate - and certainly not at those prices.

Ignoring the skeptics, Echelon established a plan, assembled a team and introduced both the new vision and new product to the marketplace. The "exhibition/launch"

program was carried out over a 10-week period and culminated with a one-day grand opening event that generated 77 buyers for more than \$6 million in pre-construction sales - the largest total in the history of Snowshoe.

"A key component to our success was hiring Echelon to help direct the sales and marketing efforts for the sale of Rimfire Lodge," says Michael Coyle, senior vice president of Intrawest. "Their blend of leadership, motivation, and sales and marketing knowledge helped propel us to the largest resort sales event in the history of Snowshoe Mountain. Echelon did not just help us sell a building, they helped us launch a resort."





Ginn



THE GINN STORY: CREATING A CULTURE; BUILDING A BRAND.

ECHELON LEADS THE GINN COMPANY TO RECORD-SETTING SUCCESS

When Bobby Ginn set out to launch Ginn Clubs and Resorts in 1999, he knew instantly the key to his success would be finding a company that could handle all aspects of sales and marketing for his resort and private club communities. After attempting to assemble a team to launch his first community, Hammock Beach, the task of recruiting and managing the right mix of talented marketing, sales, administrative and management personnel proved to be too challenging to accomplish in-house. He scoured the industry to find a team that could not only launch Hammock Beach, but build a sales and marketing division capable of overseeing all the communities that would comprise Ginn Clubs and Resorts.

Ginn found Echelon (known then as Resort Management Associates), which had just completed what industry experts called “the greatest real estate turnaround in amenity-community history” – the sellout of Haig Point, a private golf community owned by International Paper Company. Haig Point, located one mile off of Hilton Head and accessible only by ferry, had been woefully underperforming, selling just seven properties from 1995-1998. Within six months of hiring Echelon in June 1998, Haig Point recorded 38 sales. One full year later, 132 properties were sold while raising prices by 20 percent. Echelon went on to sell a total of 350 properties in three years, enabling International Paper to reach turnover.

(Continued)

"It's important, especially in a normal or even declining market, to understand that buyers are still out there."

- Wilson Greene, Principal, Echelon

It was a feat all of the consulting companies hired by International Paper said was "impossible to do in the next 12 years, perhaps not at all." Haig Point was even referred to in a 90-page market study conducted by a prominent national consulting firm as "a failed community that could not be revived."

ECHELON GROWS WITH GINN

Bobby Ginn, who developed many of the top communities on Hilton Head Island back in the 1980s, was following the Haig Point success story as it unfolded.

In October 1999, Echelon agreed to work exclusively for the Ginn Company, handling all aspects of sales and marketing for every Ginn community. What began as a company with just nine sales and marketing employees grew to more than 300. Echelon brought in sales, marketing and administrative personnel to the Ginn Company, building and managing a team that would eventually sell more than 10,000 properties for \$5.5 billion over a seven-year period.

Along the way, real estate records were established in Florida, South Carolina, North Carolina and the Bahamas. In Florida, the launch of Reunion Resort's "Tradition" neighborhood in 2004 yielded 799 home-site sales in one weekend for a total of \$160 million in volume - a record for land sales in the state. The follow-up release of Heritage Crossing condominiums a year later produced 550 sales for \$330 million in a single-day event and another Florida real estate record. In November 2006, at a time when most developers were seeing sharp declines in real estate sales, Echelon led the launch of Ginn Sur Mer, a luxury resort on Grand Bahama Island, selling \$150 million

during the inaugural release. More than 600 properties were sold in a one-day event at Cobblestone Park, a private golf community in Columbia, South Carolina. That set yet another record for real estate sales in the Carolinas.

But launch programs and event marketing are only a part of the Echelon System. Of the \$5.5 billion sold for the Ginn Company, much of it was done through traditional lead and tour generation methods perfected by Echelon.

"It's important, especially in a normal or even declining market, to understand that buyers are still out there," says Echelon principal Wilson Greene. "Developers who can generate leads, convert them to tours and have a solid sales process in place will continue to thrive, regardless of market conditions or media hype."

CREATING A CULTURE

The proof is evident, as Echelon led the Ginn Company to more than \$1 billion in sales revenue in 2006, managing 13 communities in three states and two foreign countries.

"Much of our success in 2006, and even in early 2007, has been through our traditional sales process - finding an interested customer, building a relationship and encouraging them to visit," says Echelon principal Jim Matoska. "Once they're here, our process enables them to grasp the uniqueness of the community and the advantages of securing property now, in a way that is informative, respectful and, most of all, enjoyable. People still want to buy quality property. But with competition and media negativity, you have to be the best at what you do if you want to succeed."

(Continued)



BUILDING A BRAND

What started for the Ginn Company as one community evolved into a brand that is nationally recognized in the industry for its innovative sales and marketing programs, and record-setting success. Echelon was able to help the Ginn Company go beyond just selling enough property to launch a particular resort. It also established the Ginn Company as a reputable name in the resort industry, allowing that success to branch out into hospitality branding and even NASCAR sponsorship. And while the accolades keep coming in, the most gratifying element in all of the success is the way in which it was done. "A culture was built inside the Ginn

Company that was a direct reflection of our philosophy: Do great work, always try to make it better and make sure everyone is having fun along the way," says Wilson Greene, president of Echelon. "Our goal is to give developers a sales and marketing organization they can be proud of, and we feel our relationship with the Ginn Company has hit that mark."

