

BUYER NON-DISCLOSURE AND BROKERAGE AGREEMENT

Property: #G1139 Golf Course ("Property"):

Prospective Buyer: _____, ("Buyer/Prospect")

Information concerning the Property is provided by Michael A Kahn, a Florida Licensed Real Estate Associate, Broker, First Tampa Financial Group ("FTFG"). Buyer/ Prospect acknowledge that FTFG has introduced Buyer/Prospect to the Property. Upon request by FTFG, **Buyer/Prospect agrees to provide written documentation from a recognized financial institution, certified public accounting firm, or legal firm verifying that Buyer/Prospect is financially qualified to purchase the Property.**

Buyer/Prospect acknowledges and agrees that all information concerning Property, that has been or will be delivered, discussed, disclosed, divulged, or otherwise provided by FTFG is strictly confidential, non-public and proprietary in nature and is for the limited purpose of evaluation and review of the Property by Buyer/Prospect. Buyer/Prospect shall not discuss, disclose, divulge, reproduce, or share by any other manner or means, any information whatsoever regarding the Property with anyone, except with the agents, partners and/or representatives of Buyer/Prospect who have the express need to know for purposes of the evaluation and review of Property, without the express written permission of Seller. Information shall not be used in any way that may be detrimental to Seller or to FTFG.

Upon Buyer's completion of the evaluation and review of the information, or upon request of Seller, but in no event later than ninety (90) days after the date thereof, if Buyer/Prospect and Seller do not enter into a purchase agreement, option contract, exchange, or lease relating to all or part of the Property, then Buyer/Prospect shall return all confidential information (including any copies thereof) to FTFG. Buyer/Prospect shall not communicate, directly or indirectly, with the Seller, its management or employees. Further, Buyer shall not view the Property, or enter upon or visit the Property without the express prior permission of FTFG. All communications regarding Property shall be made exclusively through FTFG. **All Property showings shall be by appointment only, and all appointments shall be coordinated by and exclusively through FTFG.** Anything to the contrary will constitute an actionable breach of this Agreement.

Any and all information provided to Buyer/Prospect is provided for informational purposes only. FTFG does not make any representations and/or warranties as to the accuracy of the information provided. Buyer/Prospect agrees to conduct its own independent investigation concerning the Property and will not rely solely upon the information provided by FTFG.

Buyer/Prospect acknowledges that buyer is not acting in a brokerage capacity in any way. Buyer/Prospect may not participate in any commissions due to FTFG from the sale, option, exchange, or lease of all or part of the Property referred to herein.

"Buyer/Prospect" includes the prospective Buyer's agents, assigns, partners, associate companies and shareholders, employees, family members and/or any other party representing the interest of Buyer pursuant to this Agreement.

Buyer expressly agrees to negotiate any attempted purchase, option, exchange, or lease of Property exclusively through FTFG. Should Buyer fail to do so, Buyer shall liable to FTFG for Professional Service Fee of three (3%) percent of the gross purchase price, option, exchange, or lease value, without offset or reduction, if a purchase, option, exchange, or possession of Property by Buyer, or lease results, less any fees that may be received from Seller.

This Agreement shall be and remain in full force and effect for eighteen (18) months from the date of signing below. The undersigned have read this Agreement and understand and agree to its contents. This Agreement cannot be changed except by express written consent of the parties.

Acknowledged and dated:

Buyer's Signature: _____ Date: _____ 20____

Printed Name of Buyer: _____

Address: _____

City: _____ State: _____ Zip: _____

Tel: _____ Mobile: _____ Fax: _____

Email: _____

Website: _____ Mark N/A of no web site

Fax completed **signed and dated** document to Michael A Kahn: 425-675-6909 or Scan to email: mike@golfmak.com