



GOLF COURSE BUYER BROKERAGE AGREEMENT

1. Parties. _____ ("Buyer") employs and grants to Prime Sites USA, LLC, a Florida Licensed Real Estate Broker CQ-1009311 ("PSUSA"), the right and authority to locate and present property to Buyer, and to negotiate the acquisition of property on behalf of Buyer.

2. Effective Date; Termination Date. The term of this Agreement is as follows:

- A. Effective Date: _____, 2004.
- B. Termination Date: _____, 20____.

3. Property: Those Properties introduced to the Buyer during the term of this Agreement.

4. Buyer agrees and acknowledges that PSUSA will introduce Buyer to Properties and will be deemed to be procuring cause of any sale, option, exchange, or lease that may result. Buyer acknowledges and agrees, that it has no sub-agency from PSUSA nor agency agreement from any Seller to sell or market any Property and may not participate in any commissions that may be otherwise due to PSUSA from Seller for the sale, option, exchange, or lease of any Property. Buyer states that it has liquid assets in excess of \$1,000,000 and will provide certified financial statements to PSUSA when requested.

The term "Buyer" as used in this Agreement includes Buyer's business associates and/or partners, agents, and assigns. Buyer acknowledges and agrees that all information concerning Properties, that will be delivered, discussed, disclosed, divulged, or otherwise provided by PSUSA is **strictly confidential** and is for the limited purpose of evaluation and review of any Properties for potential acquisition by Buyer.

Buyer shall not discuss, disclose, divulge, reproduce, or share by any other manner or means, any information whatsoever regarding Properties with anyone, except with agents of Buyer who have the express need to know for purposes of the evaluation and review of Properties, without the express prior written permission of any Sellers. Information shall not be used in any way that may be detrimental to any Seller or to PSUSA.

Upon Buyer's completion of any evaluation and review of any information, or upon request of any Seller, if Buyer and Sellers do not enter into a purchase agreement, option contract, exchange, or lease relating to any Property, then Buyer agrees to return all confidential information to PSUSA.

Buyer shall not communicate, directly or indirectly, with Sellers, its management or employees. Further, Buyer shall not view any Property, or enter upon any Property without the express prior permission of PSUSA. All communication regarding any Property shall be made exclusively through PSUSA. All Property viewings shall be by appointment only, and all appointments shall be coordinated by and exclusively through PSUSA.

Buyer acknowledges and agrees that it will conduct its own independent investigation regarding Properties and will not rely solely upon information provided by Sellers or PSUSA.

Buyer expressly agrees to negotiate any attempted purchase, option, exchange, or lease of Property exclusively through PSUSA. Should Buyer fail to do so, Buyer shall be liable to PSUSA for its Professional Service Fee of ten (10%) percent of any gross purchase price, option, exchange, or lease value, without offset or reduction, if a purchase, option, exchange, or lease results, less any fees that may be received from any Seller.

6. Compensation. PSUSA's commission is fully earned when Buyer, or any person or entity acting for or on behalf of Buyer, enters into an enforceable agreement to acquire property that PSUSA has presented to Buyer.

Buyer agrees to pay PSUSA a commission of _____ (___%) percent of any Property's acquisition price or a flat fee of \$ _____, whichever is the greater, no later than the time of closing or acquisition, without offset or reduction. The terms "acquire" or "acquisition" include, but are not limited to, the purchase, lease, option, trade or exchange of property or of business or transfer of stock in a corporation by the Buyer.

PSUSA will have a 365-day protection period on Properties or Businesses presented to Buyer, and shall be entitled to Commission on any properties, businesses or stock transfers presented to Buyer and subsequently acquired by Buyer, or any person or entity related to Buyer, during the protection period.

The parties agree that should Buyer fail to fully compensate PSUSA pursuant to this Agreement, PSUSA may record upon the public records this Agreement, or a Notice thereof or Affidavit, and such shall place an enforceable lien upon the property presented to and acquired by Buyer.

7. Retainer. Upon execution of this Agreement, Buyer will pay to PSUSA a non-refundable, earned retainer fee of \$ _____ for PSUSA's services. Retainer will be credited to Buyer if commission is paid to PSUSA pursuant to this Agreement.

8. Indemnity. Buyer shall indemnify and hold PSUSA harmless of and from all losses, damages, costs and expenses incurred by PSUSA, or any claim asserted or lawsuit brought against PSUSA because of this Agreement.

9. Entire Agreement; Law. This Agreement sets forth the entire Agreement between PSUSA and Buyer. This Agreement is governed by the laws of the State of Florida and shall be binding upon Buyer's heirs, successors, and assigns. Venue lies in Pinellas County, Florida.

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.

Dated and acknowledged this _____ day of _____, 2004.
Buyer's Signature: _____
Buyer's Printed Name: _____
Address: _____
Tel: _____ Fax: _____
Email: _____

Dated and acknowledged this _____ day of _____, 2004.

Agent for Prime Sites USA, LLC
Florida Licensed Real Estate Broker CQ-1009311
<u>Return signed original agreement to PSUSA, PO Box 327, Palm Harbor, FL 34682</u>

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