



Broker Referral Agreement

Jack's Bay Club ("Project"),

(Jack's Bay Club "Owner") _____

("Referring Party") _____

Variable and based on the Owner's approved price list.

Owner reserves the right to revise its price list from time to time.

AGREEMENT

1. Jack's Bay Club hereby agrees that _____ (the "Referring Party") is hereby given for the time period set forth herein, authority to offer the Properties described in this Agreement (the "Properties") to its personal database of contacts. Jack's Bay Club agrees to fully cooperate with Referring Party in the marketing of the Properties to its database of contacts. The time period as set forth herein may be extended through written agreement from both parties.
2. Jack's Bay Club agrees to pay Referring Party four percent (4%) of the net commissionable sales price, if, during the term of this Agreement one of Owners properties is sold to a purchaser procured from the Referring Party's database of contacts on the terms specified herein or on terms acceptable to Jack's Bay Club and the Owner.
3. Jack's Bay Club agrees to pay the Referring Party commissions within 30 days of its receipt of an executed Purchase and Sale agreement. Jacks Bay



Club further agrees to pay a referring broker 4% on Jack's Bay Club built product specifically as it relates to this agreement, "Playground Villas". The referring broker will receive, within 30 days 50% (2%) of commission earned upon receipt of an executed Purchase and Sale agreement. The remaining 50% (2%) will be paid on completion of construction.

4. Jack's Bay Club also agrees to pay the full commission due under this Agreement if, within Six (6) months after the Expiration Date of this Agreement, Jacks Bay Club sells or agrees to sell one of its Properties directly or indirectly to anyone who has made a written offer to purchase a Property and whose names the Referring Party shall have been submitted in writing to Jack's Bay Club prior to the termination of this authorization.

5. Jack's Bay Club will notify Referring Party as units are sold and removed from available inventory. Upon receipt by the Referring Party of such notice, the agency granted hereby shall terminate with respect to that particular property, provided, however, that in the event the sale is not made in accordance with the notice, the rights of Referring Party hereunder shall continue for the balance of the term hereof.

6. The Term of this Agreement shall be one year from the Commencement Date unless otherwise renewed or extended in writing by the parties.

This Agreement contains additional terms and conditions on the following page.



REFERRING PARTY SPECIFICALLY ACKNOWLEDGES HAVING READ AND DISCUSSED WITH JACK'S BAY CLUB ALL PROVISIONS OF THIS AGREEMENT PRIOR TO SIGNING THIS AGREEMENT.

Commencement Date: _____

UNDERSTOOD AND AGREED:

_____ Referring Party

_____ Signature

Jack's Bay Club

_____ Craig Eddins

ADDITIONAL TERMS AND CONDITIONS

- 1. Referring Party's Authority.** Jack's Bay Club authorizes Referring Party to offer the Properties to its confidential database of contacts only.
- 2. Referring Party has no authority to accept or agree to any offers on Owner's behalf.** Owner reserves the right to change the Listed Price and sales program from time to time.
- 3. Accuracy of Information Concerning the Property and Indemnification.** Jack's Bay Club has furnished Referring Party with all of the information about the Properties referenced in this Agreement or in any attachment or addendum hereto. Jack's Bay Club represents to Referring Party that, to the best of it's knowledge, such information is complete, correct and accurate and does not omit any material information about the Properties.



Jack's Bay Club agrees to indemnify and hold Referring Party harmless from any and all loss, damage, claim or liability arising out of any materially inaccurate, misleading or undisclosed information or facts about the Properties whether made by Jack's Bay Club in this Agreement or made by Jack's Bay Club during the course of Referring Party's marketing efforts. The provisions of this paragraph shall apply to and include information in Owner's Property Information Report.

- 4. Governing Law.** This Agreement and all of its terms, conditions and provisions shall be construed in accordance with and governed by the laws of Eleuthera, The Bahamas to whose non-exclusive jurisdiction Jack's Bay Club hereby submits.
- 5. Mediation/Arbitration.** In the event that the parties cannot agree on the interpretation, operation or application of this Agreement, or in the event that there is an unforeseen material change in the circumstances of either or both of the parties such that one or both of them wish to seek a variation of the Agreement, and no agreement can be reached on such variation, they first agree to give each other written notices of the nature of the disagreement. If no agreement has been reached thirty (30) days after notice has been given, the parties agree to participate in mediation in order to resolve any dispute. The mediator shall be chosen by the parties and the parties agree to share the cost of mediation equally. If no agreement can be reached through mediation, the parties may then confer with their respective attorneys to settle what, if any, variations or interpretations shall be made. If no agreement is reached through mediation or their respective attorneys, either of the parties may make an application to the Court or an arbitrator or such other administrative board or tribunal as they may deem appropriate to determine these issues and the prevailing party will be entitled to the costs and expenses thereof, including reasonable attorney's fees.