

Confidentiality, Non-Disclosure Agreement and Exclusive Representation

_____ ("Prospect")

_____ ("Presenting Broker")

agree to the following terms regarding the real property or business opportunity (collectively "Property") described as:

1. Confidentiality. Prospect acknowledges that all information and materials provided by Presenting Broker regarding the above-referenced Property is confidential and may not be used for any purpose other than evaluation. Prospect's dissemination of any information and materials provided by Presenting Broker will be limited to attorneys, accountants, banking representatives, and business advisors directly involved with the above-referenced Property. In the event the transaction is not successful, Prospect will immediately return to Presenting Broker any information and materials provided by Presenting Broker.

2. Non-Disclosure. Presenting Broker and Prospect agree not to disclose to any other person the fact that any discussions or negotiations are taking place regarding the Property, the actual or potential terms, conditions, or facts involved in any such discussions or negotiations.

3. Non-Circumvention. Prospect agrees not to contact the Property owner, landlord, tenants, employees, or customers except through Presenting Broker. Prospect further agrees not to circumvent or interfere with Presenting Broker's contract with owner/landlord in any way.

4. Verification of Data. No representation is made by Presenting Broker as to the accuracy of the information and materials provided. Prospect agrees to thoroughly review and independently verify the information and materials provided. Presenting Broker advises Prospect to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated.

5. Disputes. This agreement will be construed in accordance with the laws of the State of Florida. The Presenting Broker will be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. In any litigation arising out of this agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

6. Exclusive Representation Agreement: Prospect hereby agrees that the Presenting Broker shall exclusively represent the Prospect in the State of Florida for any real estate acquisitions until termination date of this agreement. Prospect will not contact any other Real Estate Broker during the time this agreement is in place. Prospect understands that in most cases the Presenting Broker will be compensated by the Seller or Landlord. However, Prospect hereby agrees if Presenting Broker is not compensated by the Seller/Landlord, the Prospect will compensate the Presenting Broker by paying at closing or lease execution the sum of 3% of the Sales Price or 3% of the gross rent for the initial term of a lease.

7. Term. This agreement will terminate _____ (if blank, then 1 year) after the conclusion of any discussions or negotiations regarding the above-referenced Property.

Prospect Signature Date

Presenting Broker Signature Date