



INCOMREAL CO.

14024 NW 82 ND AVENUE • MIAMI - LAKES, FLORIDA • 33016

PHONE: 305 - 821 - 4461 • FAX: 305 - 821 - 4469

A COMMERCIAL REALTY COMPANY

PROSPECTIVE BUYER(S) REGISTRATION, CONFIDENTIALITY, FEE PROTECTION, NON-CIRCUMVENTION, (&) NON-DISCLOSURE AGREEMENT

Prospective Buyer named below represents, acknowledges, and agrees that INCOMREAL COMPANY (KNOWN FORTH AS IR. CO.) was the first real estate broker to introduce Prospective Buyer to the following properties to solicit Prospective Buyer's interest in the purchase or lease of all or any one or more of the properties or any interest therein including any business opportunities related thereto and including any other real estate and/or businesses owned by the owners of the properties [the Properties]

Be it resolved that in consideration of these recitals contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree and certify that:

Prospective Buyer understands and agrees that all negotiations and related communications with the owners of the Properties concerning the Properties and/or business opportunities shall be handled through (IR. CO.) and the agent who first introduced the above referenced property to prospective buyer. Prospective Buyer further agrees that information received with respect to the above mentioned properties and/or business opportunities will be kept in strict confidence and that the Prospective Buyer shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself.

Prospective Buyer agrees that if Prospective Buyer purchases or leases any of the Properties; or, any interest therein (IR. CO.) is entitled to receive no less than the reasonable and customary real estate brokerage commission, payable by the Seller of the applicable Property; and any sales Agreement for such Property entered into by Prospective Buyer will include such a provision in the event that the Prospective Buyer violates this covenant or any other covenant herein with respect to one or more of the properties and/or business opportunities stated above, (IR. CO.) and said Seller(s) shall be entitled to all remedies provided by law, including, but not limited to injunctive relief, damages, and customary real estate fees which shall be paid by Prospective Buyer if Prospective Buyer violates this agreement. The terms "purchase", "sale" or other similar language refers to the purchaser obtaining or disposing of the property in any manner whatsoever (including but not limited to): by gift, option, voluntary or involuntary, transfer for consideration, bankruptcy, trusteeship, leaseback, Agreement for deed, management purchase, lease with option to buy, lease purchase, deferred closing technique, exchange, purchase, joint venture, by any conveyance or transfer of this property or any legal or equitable interest in the property to Prospective Buyer or any person or entity owned or controlled to any extent either directly or indirectly by Prospective Buyer.

As used in this Agreement, the term "Prospective Buyer" includes all persons acting for or on behalf of Prospective Buyer, including but not limited to employees, agents, independent contractors and all others who are either controlled by or who have a right to control, Prospective Buyer. Regardless of whether Prospective Buyer holds a valid real estate license or not, Prospective Buyer acknowledges and agrees that Prospective Buyer will not participate in any real estate brokerage payable in conjunction with any transaction that arises out of or related to this Agreement.

All information furnished is for information purposes only. No representation is made by (IR. CO.) as to the accuracy of this information. (IR. CO.) encourages Prospective Buyer to thoroughly review and independently verify to Prospective Buyer's own satisfaction that the data provided are substantially representative of the property and can be relied upon when considering the purchase of said property. Prospective Buyer acknowledges that Prospective Buyer has been advised to seek the independent council of an attorney and/or accountant to verify the information supplied to (IR. CO.) by the Seller or other sources.

In the event that Prospective Buyer discloses the availability of said property to a third party and this third party purchases the property without (IR. CO.) receiving their fee, or if Prospective Buyer either directly or indirectly purchases the property without (IR. CO.) receiving their fee then Prospective Buyer, in addition to the remedies specified herein above, will also be responsible for the payment of (IR. CO.) professional fee. In addition, in the event that Prospective Buyer breaches any term of this agreement causing or resulting in injury or loss to (IR. CO.) then Prospective Buyer shall be responsible for (IR. CO.) for damages and for all attorneys' fees and costs incurred by (IR. CO.) to enforce or interpret the provisions of this agreement. In addition to all other remedies provided by law (IR. CO.) shall be entitled to injunctive relief. This Agreement shall remain in effect for a period of Thirty Six (36) (the term of this agreement) months and shall apply to the above referenced Property in addition to the named Prospective Buyer and this obligation shall not be affected if the Owner subsequently lists the property directly with the Broker or any other real estate licensee or if the listing agreement expires. Prospect further agrees, (IR. CO.) at Prospect's expense shall have the right to place any appropriate lien and encumbrance on the real estate necessary to collect any compensation and this shall be the necessary authorization and consent.

In the event that the subject property or any portion is transferred for an amount less than market value then the Broker's compensation shall be based on the listed price of real estate, land and/or business.

It is understood that no one is permitted to visit any of the above Property(s) and /or business(s), or contact the owners, their employees, tenants or customers without the written authorization of the Broker. A violation of this covenant will cause serious legal consequences to the party signing this agreement.

This covenant is to confirm that each of the named signatories, separately and individually, and their associates, hereby agree that he/she or his/her corporation, division, subsidiaries, employees, agents or consultants will not make any contact with, solicit, deal with or otherwise involve himself/herself in this transaction with any banking or lending institution, trust, corporate or individual lenders or borrowers, buyers, sellers, brokers, agents or involved parties initially introduced by another of the signatories hereto, separately or individually (or by said signatory's associated) without permission of the introducing signatory's. This Agreement is also effective for the signatory's heirs, assignees and designees.

By signature below and execution of this Agreement, each of the named signatories, separately or individually, and their associates, confirm that any corporation, organization, firm, company or individual of which the signatory is a part, member, principal or agent for, employee of or which would otherwise benefit financially from the aforesaid introduction, is bound by this Agreement.

This Agreement is a perpetuating guarantee from the date affixed below and is to be applied to any and all transactions and transaction structure(s) entertained by the signatories—including subsequent follow-up, repeat, extended or re-negotiated transactions, as well as to the initial transaction—regardless of the success of the project and/or the funding of said project. The signatories hereby confirm that the identities of the banks, sellers, brokers, agents, clients, prospects or involved parties are currently the property of the introducing signatories and shall remain so for the duration of this Agreement and agree not to circumvent the other party and their contacts. Any controversy or claim arising out of or relating to this contract, or breach thereof, and which is not settled between the signatories themselves, shall be settled by arbitration in accordance to and with the rules of the American Arbitration Association, with hearings to take place in such County and State as is recommended by the American Arbitration Association, and judgement upon the awarded rendered by the Arbitration/s may be entered in any Court having jurisdiction thereover—including the award to the aggrieved signatory or signatories, their heirs, assignees and/or designees for the remuneration received as a result of business conducted with the parties covered by this Agreement, plus all court costs, attorneys fees and other charges and damages deemed fair by the Arbitrator/s.

The signatories hereby agree to keep completely confidential the names of any involved parties initially introduced (and registered in writing) by any of the named signatories or their associates. Such identity shall remain confidential during the applicable transaction/s and during the duration of this Agreement and shall include any telephone numbers, addresses, fax numbers, e-mail addresses, etc. as well as any type of evaluation material. Such information is considered the property of the introducing signatory or signatories and I/we hereby agree, individually and separately, to discuss same among ourselves for determination as to what shall be disclosed and what procedure to use.

It is understood that this Agreement is a reciprocal one between the signatories concerning their privileged information and costs.

It is also understood that a signatory cannot be considered or adjudged to be in violation of this Agreement when the violation is involuntary, i.e., due to situation beyond his control, some evident examples being Acts of God, civil disturbances or theft. Essentially, the spirit behind this Agreement is one of mutual trust and confidence and is based on the reliance of each party hereto upon the others to do what is fair and equitable.

THE ABOVE AGREEMENT APPLIES TO THE FOLLOWING :

(* PLEASE PRINT *)

PROSPECT NAME(S)	CORPORATION	ADDRESS/CITY/STATE/ZIP	PHONE/FAX/E-MAIL
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REAL ESTATE COMPANY(S) NAME	ADDRESS/CITY/STATE/ZIP	PHONE/FAX/E-MAIL
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REAL ESTATE SALESPERSON (S) NAME (S)	PHONE/FAX/E-MAIL
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PROPERTY ID	PROPERTY TYPE	PRICE	CITY/COUNTY/STATE
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PROSPECT/BUYER(S) SIGNATURE / DATE	SALESPERSON(S) SIGNATURE / DATE
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NOTE :

NO CHANGES WILL BE ALLOWED TO ABOVE TYPEWRITTEN AGREEMENT BY THE PROSPECT / SALESPERSON