

Non-Circumvent Non-Disclosure and Fee Agreement

PARTIES AND PURPOSE

The undersigned are mutually desirous of doing business with respect to the arranging, selling and buying of (**SEE APPENDIX 'A'**) in cooperation with one another and with potential third parties for the mutual benefit of all. It is their intention that the information exchanged among the signatories in the course of doing business, as well as the documents which will be generated subsequent to the execution of this Agreement, including but not limited to letters of intent, full corporate offers, bank comfort letters, contract terms and conditions, banking details or pre-advised payment instruments, and/or any information contained in such documents, will not be passed, under any circumstance, to another intermediary or broker or trader or any other company or private person who is not an end buyer or end supplier, without prior specific written consent of the party or parties generating or with proprietary rights to such information and/or documentation.

This Agreement shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, nominees, representatives, successors, clients and assigns (hereinafter collectively referred to as 'The Parties') jointly, severally, mutually and reciprocally for the term of and to the performance of the terms and conditions expressly stated and agreed to below. Furthermore, whenever this Agreement shall be referenced in any subsequent document(s) or written agreements, the terms and conditions of this Agreement shall apply as noted and shall further extend to any exchange of information, written, oral or in any other form, involving financial data, personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, rollover amendment, re negotiations or new agreement that are in any way a component of what shall hereinafter be referred to as 'The Project' or 'The Transaction' for the purchase of: **SEE APPENDIX 'A'**

AGREEMENT NOT TO DEAL WITHOUT CONSENT

The Parties hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each others' interest, or the interest or relationship between The Parties, by means of any procedures, sellers, buyers, consultants, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, for the purpose of changing, increasing or avoiding, directly or indirectly, payments of established or to be established fees, commissions, or the continuance of pre-established relationships, or to intervene in un-contracted relationships with manufacturers or technology owners, intermediaries, entrepreneurs, legal council, or to initiate any buy/sell or any transactional relationship that by-passes one of The Parties in favor of any other individual or entity, in connection with the subject Transaction or Project or any related future Transaction or Project.

Initials _____

AGREEMENT NOT TO DISCLOSE

The Parties irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to any unauthorized individual or entity any confidential information provided by one party to another, including but not limited to contract terms, product information or manufacturing processes, prices, fees, financial agreements, schedules and information concerning the identity of sellers, producers, buyers, lenders, borrowers, consultants, distributors, refiners, manufacturers, technology owners, or the representatives of any of the above, as well as names, addresses, principals or telex/fax/telephone numbers, references to product or technology information and/or any other information deemed confidential or privileged within the broadest possible scope of The Project or The Transaction without prior specific written consent of the party or parties generating or with proprietary rights to such information.

AGREEMENT TO HONOR COMMISSIONS

Commissions, fees, compensation or remuneration to be paid as part of The Transaction or The Project anticipated by this Agreement shall be paid by the Buyer, **fees three Percent (3%)** of purchase price and shared equally among brokers and co-brokers that are signatories to this form and shall be paid at the time and in the manner designated in such separate agreement, unless otherwise agreed among the affected Parties. All Parties hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration.

AGREEMENT TO INFORM

In the specific situation where a Party acting as an agent of the buyer allows the buyer or the buyer's representative and the seller to deal directly with one another, said agent shall be informed of the subsequent development of all transactions between the buyer or the buyer's representative, and shall be provided timely copies of all pertinent developmental and/or transactional correspondence and documentation relative thereto by the buyer or the buyer's representative and/or the seller.

TERM

This Agreement shall be valid for three years (3) year commencing from the date of this agreement or three years (3) from the date of the most recent transaction between the below

listed parties, which ever is most recent. This Agreement may be renewed for a further period of three years (3), subject to and upon the terms and conditions agreed between and among the signatories. This Agreement shall apply to:

All transactions originated during the term of this Agreement; and all subsequent transactions that are follow up, repeat, or extended transactions or renegotiation(s) of transactions originated during the term of this Agreement.

This Agreement shall apply to: All transactions between the Parties originated during the term of this Agreement, AND All subsequent transactions that are follow up, repeat, or extended transactions or renegotiation(s) of transactions originated during the term of this Agreement.

Initials _____

AGREEMENT NOT TO CIRCUMVENT

The Parties agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of The Parties with the full knowledge and acquiescence of all necessary Parties, whether or not such fees, commissions remunerations or considerations gained through circumvention would otherwise be deemed the rightful property of any one or several of The Parties.

BUYER

Signatory's Full Name:

Company Name:

Position in Company:

Address:

Phone: Fax:

Cell:

E-Mail:

Signature

Signed Date

1) Broker/Agent/Consultant, Signatory Details

Signatory's Full Name:

Company Name:

Position in Company:

Address:

Phone: Fax:

Cell:

E-Mail:

Signature

Signed Date

2) Broker/Agent/Consultant, Signatory Details

Signatory's Full Name:

Company Name:

Position in Company:

Address:

Phone: Fax:

Cell:

E-Mail:

APPENDIX 'A'

Property Address: _____

City:

State:

Price:

Full Description:

Initials _____