

Prospect Confidentiality & Non-Circumvention Agreement

Submit to: Tony Ulloa, Director Private Real Estate Investment Phone: 305-790-5511
tonyulloa1@gmail.com E-Fax: 786-600-6122

Tamer Altillawi, Commercial Broker Phone: 786-303-4513
tamertillawi@gmail.com E-Fax: 786-600-612

Prospect: _____

Address: _____

Phone: _____ **E-Mail:** _____

For receipt of information for: **South Miami Office Building**

Address provided after Execution of this document.

1. The Prospect agrees that the information furnished to Prospect by Keyes is strictly confidential. Prospect shall keep all such information confidential, shall use such solely for the purpose of evaluating the Properties and the Owner's offer regarding the Properties, and shall not disclose such information to any other person without the express written consent of Keyes. However, Prospect may disclose such information to professionals and affiliates of Prospect who actively participate in Prospect's review and evaluation of the Properties and the Properties information *provided* Prospect takes all reasonable steps necessary to insure all of such person's compliance with the terms of this agreement. Prospect shall return to Keyes all documents received by them regarding the Properties upon Keyes' written request.
2. The Prospect shall conduct all negotiations for the sale or lease of the Properties through Keyes; shall not communicate directly with the Owner or Owner's agents or other representatives and shall not visit the property, or contact any employees or other agents of Owner regarding the property, without the express written consent of Keyes.
3. *The Prospect agrees that if Prospect purchases or leases the Properties; or, any interest therein, Keyes and Broker are entitled to receive no less than the reasonable and customary real estate brokerage commission or such other amount that may have been agreed upon between the Owner and Keyes, payable by the Owner of the Properties; and any agreement for such Properties entered into by Prospect shall include such a provision. In the event that the Prospect fails to include such a provision, Prospect agrees to pay said commission to Keyes and Broker.*
4. Keyes has not conducted a physical inspection of the property to discover concealed defects, the presence of any toxic substances in the improvements or the soil, has not examined the Owner's financial records relating to the operating of the property to determine the accuracy of the Owner's representation or the public records to determine the property's compliance with applicable zoning and building codes and other laws. Keyes relies upon the property and business information furnished by the Owner for the marketing of the property and business opportunity and Keyes expressly disclaims any responsibility for the accuracy or completeness of the property and business information. *Any representations to the contrary cannot be relied upon*

⁴ As used herein the term "*Prospect*" includes the affiliates of such person. "*Affiliate*" means a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another person. For purposes of this definition a person and its senior executives are affiliates of each other.

5. This agreement shall be governed by the laws of the State of Florida, shall be binding on each Party, its respective officers, employees, agents, successors and assigns and shall be modified only in writing, signed by the Party against whom the enforcement is sought. Any action to enforce this Agreement shall be brought in Miami-Dade County, Florida
6. This Agreement shall be effective for 24 months after date hereof.
7. This agreement may be executed in counter parts, each of which shall be considered an original, but all of which, taken together shall be considered as one agreement. Offer or acceptance of this agreement may be made by any party by delivery of an executed original hereof or by delivery of an executed copy hereof by telecopy, facsimile machine or other electronic means to the other parties. If offer or acceptance is by telecopy, facsimile or other electronic means an executed original shall be delivered promptly thereafter but such subsequent delivery of an original is not a condition of either offer or acceptance
8. Each person signing this Agreement on behalf of a business entity represents that such person is duly authorized to bind such business entity and its affiliates to this Agreement.

Prospects Signature: _____ **Date** _____

Tony Ulloa, Director
Private Real Estate Investment _____ **Date** _____

Tamer Altillawi
Commercial Broker _____ **Date** _____

Accepted by: _____ **Date** _____

Keyes Company Miami Beach Commercial Division
Floyd Cerf Vice President
2121 SW 3rd Avenue, Suite 300, Miami, FL 33129

The above signing individuals warrant that they have the authority to execute for all Parties concerned.