

Business & Realty Services, Inc.

Confidentiality/ Disclosure/ Procuring Cause Agreement

Business & Realty Services, Inc: Hereinafter referred to as: BRS

Buyer/Broker understand and agree that all dealings concerning the opportunities & business information given will be handled through Business & Realty Services, Inc, and that BRS, has entered into agreements with Sellers for the payment of commissions. BRS will furnish to Buyer/Broker certain proprietary information relating to the various operations, properties, personnel, financial and other matters which are non-public, confidential or proprietary in nature and are hereinafter referred to as "Proprietary Information." The Proprietary Information will be kept confidential and shall not be disclosed to anybody who is not a party to this agreement, with the exception of Buyer Broker clients, providing client signs a non-disclosure agreement. Buyer/Broker shall be fully responsible for any breach of this agreement by itself, its agents, representatives or employees. Buyer/Broker agree that any information received shall not be used for any purposes whatever other than in connection with the current transactions. Buyer/Broker agrees not to hire Seller's employees introduced in the course of this transaction for a period of one year following the date of this agreement if no purchase is made. Any and all information provided to Buyer/Broker is provided for informational purposes only. BRS, its broker and any associates thereof make NO representations and or warranties as to the accuracy of the information provided. BRS has not prepared, nor assisted in the preparation of any books, records or information supplied with the business. Buyer/Broker is to make his or her own independent evaluation of the opportunities and Proprietary Information supplied. Buyer/Broker acknowledges that BRS has advised Buyer/Broker to seek independent professional advice in the review and evaluation of the information provided and that Buyer/Broker should seek the advice of an attorney and/or certified public accountant. In the event Buyer/Broker discloses the availability of said designated opportunities to a third party who purchases, leases or effectively takes over the management of the business without BRS assistance, then Buyer/Broker, in addition to other remedies, is also responsible for payment of BRS's compensation which would have been paid on the listed selling price. This agreement shall be governed by the laws of the state of Florida. Any breach of this agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorneys fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdictions and venue, for any action arising out of a breach or threatened breach of this agreement in the Circuit Court in and for Hillsborough County, Florida.

The following applies to Buyers only and not cooperating Brokers:

Buyer acknowledges that BRS is the procuring cause of this information and that Buyer agrees to make any offers or agreements to purchase thru BRS exclusively and that Buyer will not contact Seller outside of BRS. Buyer also agrees not to speak about the sale of the business or businesses to any of Sellers employees, even if Buyer is posing as a customer. Buyer acknowledges that BRS will be paid by Seller at closing a fee or commission on the sale.

BUYER Date

Printed name

BUYER Date

Printed name

BROKER Date

COMPANY Phone