

**Prospective Property:**

Prospective Buyer named below represents, acknowledges, and agrees that Capital Commercial Real Estate Group, Inc. ("CCREGI"), was the first real estate broker to introduce Prospective Buyer to the property, properties, business or businesses named below (collectively, "Property") and to solicit Prospective Buyer's interest in the purchase or lease of the Property or any interest therein, including any other property and/or businesses related to the owner or owners ("Seller") of the Property.

Brochure #	Property Type	Units / Sq. Ft.	City/Description	Price

**Terms & Conditions:**

Prospective Buyer understands and agrees that all negotiations and related communications with the Seller shall be handled through CCREGI and any information received concerning the Property will be kept in strict confidence and shall not be disclosed to any person except those parties specifically involved in the transaction. It is understood that no one is permitted to visit the Property or contact the Seller, its employees, tenants or customers without the written authorization of CCREGI.

Prospective Buyer agrees that if Prospective Buyer purchases or leases any of the Property; or, any interest therein CCREGI is entitled to receive no less than the reasonable and customary real estate brokerage commission, payable by the Seller of the applicable Property. In the event that Prospective Buyer violates this covenant or any other covenant herein with respect to the Property, CCREGI and Seller 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 this agreement is violated. The terms "purchase", "sale" or other similar language refers to the Prospective Buyer 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 the Property or any legal or equitable interest in the Property to Prospective Buyer or any person or entity owned or controlled or associated either directly or indirectly with Prospective Buyer.

In the event the Prospective Buyer obtains the Property through any means, including but not limited to: foreclosure, short sale, purchase from bank (if bank obtains title), purchase of the mortgage of the Property or any other means, then the Prospective Buyer is obligated to pay a six percent fee to CCREGI if Seller fails to pay CCREGI. As used in this agreement, the term "Prospective Buyer" includes all persons acting for or on behalf of or associated with 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 fee 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 CCREGI as to the accuracy or completeness of this information. CCREGI encourages Prospective Buyer to thoroughly review and independently verify to Prospective Buyer's own satisfaction that the data provided is substantially representative of the Property and can be relied upon when considering the purchase of the 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 CCREGI 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 CCREGI receiving their fee, or if Prospective Buyer either directly or indirectly purchases Property without CCREGI receiving their fee, then Prospective Buyer, in addition to the remedies specified herein, will also be responsible for the payment of CCREGI's professional fee.

In the event Prospective Buyer breaches any term of this agreement causing or resulting in injury or loss to CCREGI, then Prospective Buyer shall be responsible to CCREGI for all damages and for all attorneys' fees and costs incurred by CCREGI to enforce or interpret the provisions of this agreement. In addition to all other remedies provided by law, CCREGI shall be entitled to injunctive relief. This agreement shall remain in effect for a period of thirty six (36) months (the term of this agreement) and shall apply to the Property and all other properties or businesses that the Seller sells. In addition, Prospective Buyer's obligation shall not be affected if the Seller subsequently lists the Property directly with CCREGI or any other real estate licensee or if the listing agreement expires. Prospective Buyer further agrees, CCREGI at shall have the right, at Prospective Buyer expense, to place any appropriate lien and encumbrance on the Property necessary to collect any compensation and this shall be the necessary authorization and consent. In the event the Property or any portion thereof is transferred for an amount substantially less than market value, then CCREGI's professional fee shall be based on the listed price of Property.

**Prospective Buyer:**

Buyer's Name: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

Company Name: \_\_\_\_\_ Mobile Number: (\_\_\_\_) \_\_\_\_\_

Street Address: \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ CCREGI Agent: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Agent Phone: (\_\_\_\_) \_\_\_\_\_

Signature: x \_\_\_\_\_ Today's Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

I HAVE NOT BEEN PRESENTED THIS PROPERTY BY ANOTHER AGENT.