

Business Description: _____
 Address: _____
 Major X-Street: _____ City: _____
 Square Footage: _____
 Rent \$ _____ Price \$ _____

****DO NOT TALK TO OWNERS OR EMPLOYEES OF BUSINESSES****

I/We agree to deal exclusively through FOUQUETTE COMMERCIAL REAL ESTATE SERVICES (hereinafter called FCRES) with respect to the above stated business, property, or interest of its owner(s) so that FCRES will receive a commission from the owner(s). **IF I/WE ACQUIRE SUCH BUSINESS OR INTERESTS THROUGH FCRES, I/WE WILL NOT BE LIABLE FOR ANY COMMISSION.** But if I/We acquire such business, properties, or interests of its owner(s) without FCRES, then I/We **WILL** be liable for commission (ten percent of the sale; but in no event less than \$200,000.00) and/or fee and in consideration of the time, effort, consulting and aid of FCRES in locating and introducing a prospective business or interests available for sale or lease. I/We do hereby personally, jointly and severally agree that if I/We or any person or entity with whom I/We exchange information relating to the above business(es) or all other interest(s) or properties or other businesses of its owner(s) acquires or takes possession of same or enters an agreement to invest in, acquire or take possession of same within One (1) Year from the date herein then we will pay FCRES forthwith a commission in the amount of the customary fee charged by FCRES or a fee based on the total value of the consideration paid for the interest whichever is greater. The commission/fee of shall be due and payable on demand upon breach of this agreement.

I/We acknowledge to FCRES the following:

That FCRES represents the Owner of the business. That such may be a conflict of interest and I am entitled to independent counsel.
 That I/We will not purchase the business or enter in a lease agreement with the Landlord of the business property without FCRES receiving a commission in the amount of the customary fee charged by FCRES or a fee based on the total value of the consideration paid for the interest whichever is greater.

If I/WE breach any of the following, I/WE shall pay FCRES \$200,000.00 as commission.

That I/We WILL NOT contact the Owner or persons relating to the business without the consent of FCRES.

That I/We agree to notify FCRES of all contacts when authorized and results of such contacts within 24 hours.

That I/We will not disclose any information provided by FCRES to anyone without the consent of FCRES.

That I/We have no previous information or knowledge of the business, properties and owners listed above.

That I/We have received a copy of this agreement and that this is a legal binding agreement.

Any dispute that cannot be settled between the parties of this agreement shall be submitted for arbitration to The American Arbitration Associations, whose award shall be final and binding. In such event, reasonable costs and attorneys fees shall be awarded to the prevailing party.

Broker and Prospect(s) deem this "Facsimile" or electronically transmitted signed document an original document as if they bear original signatures.

In witness thereof, the Prospects approve and agree to all of the above by execution of this Agreement as of this date:

Signature: _____ Signature: _____
 Print Name: _____ Print Name: _____
 Date: _____ Date: _____
 Telephone: _____ Telephone: _____
 Address: _____ Address: _____
 City: _____ City: _____
 State: _____ Zip: _____ State: _____ Zip: _____

FOUQUETTE COMMERCIAL REAL ESTATE SERVICES

By: _____

Fax (310)202-1284