

agreement independently supported by good and adequate consideration, shall be severable from the other provisions of this Agreement, and (with this Paragraph 5) shall survive the expiration or termination of this Agreement or Principal's relationship with the Discloser.

C. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, (i) such provision shall be fully severable, (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never constituted a part of this Agreement, and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

D. **Injunctive Relief.** The Parties recognize that the obligations of Principal under this Agreement are special, unique and of extraordinary character and Principal acknowledges the difficulty in forecasting damages arising from the breach of any of the Restrictive Covenants and that the Discloser may be irreparably harmed thereby. Therefore, Principal agrees that the Discloser shall be entitled to elect to enforce each of the Restrictive Covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity to the Discloser, including the recovery of damages from Principal's agents or affiliates involved in such breach. In such action, the Discloser shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

7. **Liquidated Damages; Remedies.** In the event the Principal breaches the Non- Circumvention, Non-Solicitation and/or Non-Disclosure provisions hereof, the Principal agrees and guarantees that it will pay a legal monetary penalty equal to the greater of \$500,000.00 or the amount of profit realized directly or indirectly in any transaction resulting from such Non- Circumvention, Non-Solicitation or Non-Disclosure (which ever is higher). In addition, the Principal acknowledges that monetary damages may not be sufficient remedy for a breach of this Agreement, and that Discloser shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

8. **Headings.** The headings in this Agreement are used for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

9. **Integration.** This Agreement constitutes the final understanding and entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

10. **Notices.** Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent via nationally (U.S.) or globally recognized overnight courier service to the address listed on the signature page of this Agreement.

11. **Counterparts.** This Agreement may be executed in any number of counterparts (including facsimile or scanned versions), each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, and notwithstanding that all of such parties may not have executed the same counterpart.

12. **Governing Law, Jurisdiction, Venue and Waiver of Jury Trial.** Any suit involving any dispute or matter arising under this Agreement may only be brought in State or Federal Court of New York City, New York, which shall have jurisdiction over the subject matter of the dispute or matter. Principal and the Discloser irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts. Principal and the Discloser irrevocably waive any objection that they now have or hereafter irrevocably waive any objection that they now have or hereafter may have to the laying of venue of any suit, action or proceeding brought in any such court and further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment against Principal or the Discloser in any such suit shall be conclusive and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of any liability of Principal or the Discloser therein described, or by appropriate proceedings under any applicable treaty or otherwise. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT OR INSTRUMENT DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

13. **Payment of Costs and Legal Fees Upon Breach.** In the event of a breach by Principal of the terms of this Agreement, Principal shall be responsible to pay all costs, fees and expenses (including reasonable attorney fees) incurred in connection with the exercise or enforcement of any of the Discloser's rights, powers or remedies pursuant to this Agreement (including in all trial, bankruptcy and appellate proceedings) regardless of whether or not suit is filed. In the event suit is filed, Principal shall be required to pay the Discloser's costs and legal fees for breach if the Discloser's claim and/or claims is/are upheld by an order of a court of competent jurisdiction prior or subsequent to trial or by stipulation or other settlement document whereby the Discloser prevails on any and/or all of its claims against Principal

14. **No Third Party Benefit.** The provisions and covenants set forth in this Agreement are made solely for the benefit of the Parties to this Agreement and are not for the benefit of any other person, and no other person shall have any right to enforce these provisions and covenants against any party to this Agreement.

15. **No Waiver.** The waiver by any Party to this Agreement of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first hereinabove written.

DISCLOSER:

Real Miami Commercial Real Estate LLC

Name: Isabel Fine

Signature: _____

PRINCIPAL:

Company Name:

Address: _____

Name: _____

Phone: _____

Signature: _____

Date: _____