



Developer Funding Relationship Agreement and Non-Circumvention, Non-Disclosure

This Agreement (Agreement) sets forth the terms between PreConstruction Catalysts, Inc. (AGENT) with offices at 18156 Darnell Drive, Olney, MD 20832 and CLIENT: _____

(CLIENT), whose address is: _____.

WHEREAS, AGENT is in the business of arranging debt funding, financial services and advice to companies seeking solutions, guidance and/or assistance in achieving their financial requirements, and

WHEREAS, CLIENT desires to retain AGENT to provide its best efforts to be of service to advise CLIENT's stated financial objective(s), and

WHEREAS, this Agreement also covers those individuals and entities affiliated or involved with CLIENT in carrying out CLIENT's financial goals.

ENGAGEMENT OF AGENT

AGENT's access to diverse segments of the Capital markets enables it to raise funds when required and, importantly, achieves CLIENT's objective(s) effectively and quickly.

Further, AGENT's funding activities, including those available through its funding affiliates, offer substantial benefits from advice on financial matters to providing inventive programs and solutions.

CLIENT REQUEST

Specifically, CLIENT has requested that AGENT evaluate and then recommend and/or implement courses of action based on the following provisions: to arrange a loan sufficient to finance:

_____ (Property)

_____ (Location/Approximate Value)

_____ (Approximate Funding Amount)

NOW, THEREFORE, in consideration of the mutual premises and agreements contained herein, CLIENT and, if involved, related or affiliated entities agree to the following conditions:

COMPENSATION

AGENT will provide its best efforts on to obtain CLIENT's financing requirement, and for AGENT's efforts CLIENT will pay to AGENT the fees set forth below.

CLIENT will retain AGENT as its AGENT to achieve CLIENT's financial requirements within 90 days from the date CLIENT returns to AGENT the signed copy of this Agreement, together with any required retainer fee. Because the level of effort involved in creating an effective business plan for submission to our resources, CLIENT agrees to cease pursuing other funding resources such as commercial loan brokers, lenders, and others who are seeking funding for the same project for a reasonable period of time, as negotiated by the CLIENT and the AGENT.

If the financial goal is achieved, a performance fee of 2% of the total value of the funding will be paid to AGENT. In the event that a unique or complex arrangement is needed, then AGENT will provide an Addendum to this



Agreement for approval in writing by CLIENT. Under such circumstances, AGENT's performance fee also will be revised and set forth in the Addendum. AGENT's performance fee is exclusive of other fees the lender/investor may charge for the financing facility.

APPLICANT understands and agrees that AGENT makes no guarantees as to the successful termination of CLIENT'S loan application(s). However, AGENT agrees to use exercise due diligence and use reasonable best efforts to create, structure, process and submit a loan application and obtain a Preliminary Loan Approval, Letter of Interest or other similar document from a lender in CLIENT'S behalf, based on information provided by APPLICANT or discovered by AGENT.

MANNER OF PAYMENT

CLIENT understands and agrees that all Fees due to AGENT under this Agreement shall be paid by electronic wire transfer directly to AGENT's designated bank account. CLIENT agrees that a fully executed copy of this Agreement may be used by AGENT as a legal demand note to an appropriate lender, title company or escrow officer for the purpose of securing payment of AGENT's fees due and payable under this Agreement. In the event financing procured for CLIENT'S property/project is in the form of equity participation, or venture capital, AGENT'S fees and costs will still be paid in the same amounts and in the same manner as if AGENT had obtained the usual and customary forms of commercial financing.

DISCLOSURE

CLIENT warrants that all communications from CLIENT to AGENT, whether oral or written, and all factual information (taken as a whole) delivered on behalf of CLIENT to AGENT for purposes of, or in connection with, this Agreement or the transactions contemplated hereby is true and accurate in all material respects and does not omit any material fact necessary to prevent such information (taken as a whole) from being false or misleading in any material respect. Any material statements or omissions by CLIENT subsequently found by AGENT to be false or misleading in any material respect shall be deemed a material breach of this Agreement.

There are no actions, suits or proceedings pending, or, to the knowledge of CLIENT, threatened, against CLIENT or any of its parent companies, subsidiaries or affiliates, that (a) relate to this Agreement or any of the transactions contemplated hereby, or (b) are reasonably likely to be determined adversely to CLIENT, and, if so adversely determined, could reasonably be expected to have a material adverse effect on CLIENT's business or financial condition to the extent that it would affect CLIENT's ability to comply with its obligations under this Agreement.

AGENT reserves the absolute right to assign any and all rights and benefits AGENT may be entitled to receive under this Agreement. AGENT will continue to be responsible for its performance under this Agreement.

CLIENT agrees to indemnify and defend AGENT for and against all liabilities, losses, damages, penalties, actions, judgments, court costs, expenses, disbursements and attorney's fees of any kind or nature that may be imposed on, or incurred by or asserted against AGENT, in any way relating to or arising out of CLIENT's execution, delivery or performance of this Agreement, or the consummation of the transaction contemplated hereby.

LENDER FUNDING FEES

CLIENT understands and agrees that a prospective lender or investor may require certain non-refundable, advance third-party fees to process CLIENT'S application. This may include, but are not limited to, Environmental Reports, appraisals, surveys, lender fees, title/escrow company fees, and/or other third-party fees etc., which may be required to obtain a Preliminary Loan Approval, Letter of Interest, or other similar document from the lender. CLIENT agrees to pay any and all such required fees promptly and within the time frame required by the lender. AGENT will not be responsible for any third-party fees, nor any delay in obtaining a loan as a result of CLIENT's failure to pay fees required by the lender. Right to review: CLIENT shall have to right to review all necessary fees to lender prior to



incurring the cost of those fees, except that CLIENT shall not unreasonably withhold consent to approval of lender fees, or otherwise frustrate the purpose of this Agreement.

NON-CIRCUMVENTION-NON-DISCLOSURE- NON-SOLICITATION AGREEMENT

WHEREAS the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce.

WHEREAS the undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates").

NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

1. TERMS AND CONDITIONS

- A. The parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source and,
- B. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of this party who made available the source, and,
- C. That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected.
- D. That they will not disclose **names, addresses, e-mail address, telephone and tele-fax or telex numbers** to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and
- E. That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the
- F. Parties to this agreement, unless written permission has been obtained from the other party (ies) to do so. For the sale of this agreement, it does not matter whether information obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.
- G. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
- H. All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.
- I. This Agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in **All Commonwealth Country's, European Union Country's, USA Courts**, or under Swiss Law in Zurich, in the event of dispute, the arbitration laws of states will apply.
- J. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for **five (5) years from last date of signing**.

2. AGREEMENT TO TERMS

- A. Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed contract. Agreement **enforceable and admissible** for all purposes as may be necessary under the terms of the Agreement.
- B. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.
- C. CLIENT will not at any time hereinafter attempt to circumvent, bypass or obviate AGENT by contacting, transacting or in any other way carry on a business relationship, directly or indirectly, with AGENT's connections



or sources or through these connections or sources contact their principals, without prior written permission from AGENT.

- D. CLIENT further agrees it will not solicit, transact, or do business with any banking or lending institutions, investors, individuals, lenders, borrowers, corporations, companies, etc. that are introduced by AGENT without AGENT's written permission. This Agreement is not intended to alter already ongoing business relationships, and both Parties agree to deal with each such transaction on an individual basis.
- E. CLIENT will not disclose AGENT's sources, entities, business corporations, individuals, etc., or make introductions or provide any information concerning business transactions to their associated, related or affiliated entities without having received prior written permission from AGENT. Furthermore, both Parties agree not to disclose any agreements, fees and or commissions to any authorities, principals or AGENTs unless specifically required to by law. Said knowledge and information shall not be disclosed to any employees, consultants or affiliates unless they agree to execute and be bound by the terms of this Agreement.

If CLIENT breaches this Agreement, CLIENT hereby agrees to indemnify AGENT for any harm, damage, losses, lost benefits or expenses suffered or incurred as a result of such breach.

CLIENT confirms that the introduced entities will continue to be privileged for the duration of this Agreement and for five years after its termination.

TIME IS OF THE ESSENCE

The CLIENT agrees that to be successfully funded, all documentation including Executive Summary, Business Plan, Pro-forma Financial Statements and other required due diligence materials that are requested by the Funding Source(s) in its evaluation of the CLIENT's project shall be provided in a time-is-of-the-essence manner. The CLIENT agrees to provide documents required and requested within a reasonable amount of time.

TERMINATION OF AGREEMENT AND DISPUTES

CLIENT may terminate this Agreement at any time prior to AGENT's achievement of CLIENT's objective(s). However, AGENT will be entitled to keep the retainer fee, if any, for services performed regardless of the date of notification. Moreover, the Non-Circumvention Agreement remains in effect for two years following the termination date.

AGENT and CLIENT each has the right to terminate this Agreement if the terminating Party believes that the other Party's actions or conduct make it intolerable to continue the arrangement. Such acts include the belief or discovery of dishonest and/or illegal activities.

ADJUDICATION AND COUNTERPARTS

The parties hereby agree to submit any dispute or controversy to arbitration under the Rules of the American Arbitration Association, to be heard in the County of Montgomery in the State of Maryland. The parties agree that any claim or dispute in Law or Equity arising between them out of this Agreement or any resulting transaction, shall be decided by neutral, binding arbitration. AGENT reserves the right to submit such claim or dispute to alternative procedures regarding the conduct of the arbitration, as provided under the rules of the American Arbitration Association. Arbitration fees, if any, shall be divided equally among the parties involved. Neither party shall recover costs or attorney's fees incurred in this matter, unless legal action is necessary to confirm or to collect the award of the arbitrator, in which case the prevailing party shall be entitled to reasonable attorney's fees for post-arbitration action. Judgment upon the award of the arbitrator may be entered into any court having jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with the laws of the State of Maryland.



Venue: In the event that any claim or dispute arises relating to the rights and obligations of each party under this Agreement, venue for the hearing, arbitration or adjudication of such dispute shall be in Montgomery County, Maryland.

Construction: This Agreement shall be construed without regard to its drafter and shall be construed although each party hereto participated equally in its drafting.

Severability: If any provision of this agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be deemed to be severed and deleted from the release agreement as a whole, and neither such provision nor severance and deletion shall affect the validity of the remaining provisions of this Agreement.

Captions: Paragraph titles or captions contained in this agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of the agreement or the intent of any provision herein.

Consultation with Counsel: Each person who executes this agreement represents and warrants that they are entering into and executing this agreement after having the opportunity to receive legal advice regarding their rights from legal counsel of their own choosing, and that they enter into and execute this agreement freely and without compulsion.


No implied waiver: No failure to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof. No waiver or consent hereunder shall be applicable to any events, acts or circumstances except those specifically covered thereby.

Entire Agreement: The parties agree that no oral promise or agreement not expressed herein has been made and that this agreement contains the entire agreement between the Parties hereto. This agreement may not be altered, amended or modified, except by a further written agreement signed by the Parties.

Execution in Counterparts and by Facsimile: This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same Agreement. Facsimile signatures, when received, shall have the same force and effect as original signatures.

CLIENT acknowledges receipt of the copy of this Agreement.

IN WITNESS WHEREOF, this Agreement shall commence with the signing of this document on the last date written below.

CLIENT/PRINCIPAL	FOR PRECONSTRUCTION CATALYSTS, INC
Printed Name :	Printed Name : Michael J. Weiner
Company :	Company : PreConstruction Catalysts, Inc
Designation:	Designation: President/CEO
Address :	Address : 18156 Darnell Dr, Olney MD 20832 USA
E-mail :	E-mail : mike@preconstructioncatalysts.com
Passport No. :	Passport No. :
Date & Time :	Date & Time :
Sign / Seal :	Sign / Seal : 



CLIENT PRINCIPAL Printed Name : Company : Designation: Address : E-mail : Passport No. : Date & Time : Sign / Seal :	INTERMEDIARY 1 Printed Name : Company : Designation: Address : E-mail : Passport No. : Date & Time : Sign / Seal :
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INTERMEDIARY 2 Printed Name : Company : Designation: Address : E-mail : Passport No. : Date & Time : Sign / Seal :	INTERMEDIARY 3 Printed Name : Company : Designation: Address : E-mail : Passport No. : Date & Time : Sign / Seal :
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EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-
1- Incorporate U.S. Public Law 106-229, 'Electronic Signatures in Global and National Commerce Act' or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and
2- ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
3- EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.