**Non-Disclosure & Non-Circumvention Agreement and Master Fee Agreement**

On this EFFECTIVE DATE of \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_, 20\_\_\_, Assignee \_\_\_\_\_\_\_\_\_, its affiliates, agents and \_\_\_\_\_\_\_\_ his Partners, Entities, Companies, and/or Affiliates thereafter be known as the **BUYER** agrees to enter into the following agreement for the asset(s) known as: **PRIVATE SELLER OF A PORTFOLIO OF MULTI-FAMILY PROPERTIES IN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .**

**(1)** **PURPOSE**: Buyer has employed the services of Broker/consultant to assist the buyer in purchasing this/these specific asset(s), as more particularly described in Paragraph 2 below. Broker/consultant’s services shall include consulting with buyer, regarding the desirability of this/these particular asset(s) and the availability of financing; formatting acquisition and exit strategies; and negotiating purchase agreements. Buyer acknowledges that the Broker/consultant is not acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that client should contact professionals on these matters.

**(2)** **PROPERTY**: See Attached Exhibit A, if applicable, which is hereby incorporated by reference and made a part hereof. The asset identified on this attached Exhibit A shall hereinafter be referred to as the “Desired Asset”.

**(3)** **EXCLUSIVE AGENT**: Buyer agrees that during the term of this agreement, any and all negotiations on behalf of said buyer relating to the acquisition of this specific desired asset shall be negotiated and handled by and through the Broker/consultant on an exclusive basis.

**(4)** **TERM/CANCELLATION**: This Agreement is entered into on the EFFECTIVE Date. This Agreement has a term of twelve (12) months from the EFFECTIVE Date. Except as otherwise set forth herein, this agreement may be cancelled only by the mutual consent of the parties in writing.

**(5)** **COMPENSATION OF CONSULTANT:**

**Broker/Consultants to designate and distribute in accordance with Fee Addendum A to be paid in escrow.**

Notwithstanding anything set forth herein to the contrary, if the closing of the purchase of one or more of the desired assets is not consummated as a result of a breach or default by the buyer of this agreement, the purchase agreement, or any other related agreement, obligation, or performance, the fee shall become immediately due and payable by Buyer to Broker/consultant.

**(6) Non-Circumvention:** Each party herein recognizes that the identity and capacity of the clients and business associates of the other party constitutes valuable proprietary business information, and is the property of the disclosing party. The parties recognize that the transactions contemplated will require the disclosure of such information. Therefore, each party covenants and agrees that it will not do any act or thing to circumvent the other party’s participation in the above described transactions, and the receipt of compensation hereunder. At any time, when so requested by consultants, buyer shall provide (or cause a third party to provide) to consultants true, correct and complete copies of any purchase or escrow documents relating to the subject matter of this agreement in a timely manner.

**(7)** **Liability and Relationship of Parties:** With the exception of the obligations expressly set forth herein, neither party shall be liable to the other party for (or shall be deemed to have provided any warranty to the other party with respect to) any representation, occurrence, event, claim or loss arising out of or in any manner related to the transaction contemplated herein. This exclusion applies to, without limitation, liability arising out of reliance. Each party is engaged by the other party as an independent contractor solely for the provision of consulting services and shall not be considered by reason of this agreement or otherwise as being an agent or employee of the other Party or of any of its subsidiaries or affiliates. Each party shall have the full power and authority to select the means, manner and method of performing services hereunder.

**(8) Governing Law, Authority, Attorneys’ Fees:** This agreement shall be governed by the laws of the State of Nevada or Arizona respectively, notwithstanding its choice of law provisions, and notwithstanding that the property may be in another state. Each party warrants that it has the right, power and capacity to enter this agreement. If any action is brought to enforce any provision of this agreement, the prevailing party therein shall be entitled to recover its reasonable attorneys’ fees.

**(9)** **DISCLOSURE OF CONSULTANT’S ROLE**: Broker/consultant shall inform all prospective sellers and/or buyers (and their agents) of this specific desired asset(s) that the Broker/consultant is acting on in behalf of their said client. In the event the Broker/consultant has previously worked with a buyer and/or a seller of a particular piece of property as a sub-agent, the Broker/consultant will preserve the confidentiality of any information obtained during that prior agency relationship and will not use such confidential information to the detriment of the seller. The buyer acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed by the Broker/consultant to client.

**(10)** **CONFLICT OF INTEREST**: Buyer acknowledges that Broker/consultant may represent other clients desirous of purchasing this desired asset. The buyer acknowledges and agrees that Broker/consultant may show more than one client the same desired asset, and may prepare offers on the same desired asset for more than one client. Broker/consultant shall preserve any confidential information disclosed by any client, and shall not disclose the existence of, or the terms of, any offer prepared on behalf of one client to another client. In the event said Broker/consultant works for two competing clients in connection with the acquisition of this specific desired asset(s), said Broker/consultant will be working equally for both clients and without the full range of fiduciary duties owed by a buyer’s agent to a buyer. In this situation, the competing clients are giving up their rights to undivided loyalty and will be owed only limited duties of disclosure, obedience and confidentiality.

**(11)** **COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES:** Broker/consultant will not obtain or order products or services from outside sources (e.g. surveys, soil tests, title reports, inspections) without the prior written consent of the buyer. Buyer agrees to pay for all costs for products or services so approved and obtained, should they approve the order in writing to the Broker/consultant.

**(12)** **INDEMNIFICATION OF CONSULTANT:** Buyer agrees to indemnify Broker/consultant and to hold Broker/consultant harmless from and against any and all costs (including, but not limited to, court costs and reasonable attorney fees), losses, liabilities, or damages arising out of, or in connection with, Broker/consultant’s performance and obligations under this agreement; provided, however, this provision shall not apply to the wanton misconduct or gross negligence of Broker/consultant in performing its obligations hereunder.

**(13)** **NON-DISCRIMINATION:** It is agreed by Broker/consultant and the buyer, parties to this agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, height or weight by said parties in respect to the purchase of the desired assets is prohibited.

**(14)** **DISCLAIMER:** Broker**/**consultant is not guaranteeing the suitability of any desired asset for the buyer’s purposes. Buyer is not relying on the Broker/consultant to determine the environmental or other physical condition of the desired assets. Broker/Consultant shall not be liable for the inaccuracy of any information or data provided by third parties in connection with the desired assets.

**(15)** **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. This agreement may only be modified in writing.

**(16)** **BINDING EFFECT, GOVERNING LAW**. This agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective legal representatives, successors and assigns. This agreement shall be governed in all respects, including validity, performance, interpretation and effect by the laws of the State of Nevada or Arizona respectively.

**(17) MASTER FEE AGREEMENT TO BE ACCOMPANIED BY A SUB FEE AGREEMENT**. Upon presentation of the buyer signed Master Fee Agreement, herein known as the MFA, to title and escrow, a Sub Fee Agreement, herein known as a SFA, may additionally be introduced at the same time. Escrow and title will be given written instructions to pay the person(s) that is/are listed in the SFA and have signed their name and have provided their complete contact information in the SFA.

**(18) CONFIDENTIALITY:** "Information," as the term is used herein, includes, inter alia, documents (both hard copy and electronic) oral discussions, and the identity of contact individuals and business associates. “Receiving Party,” as that term is used herein, shall include that Party’s employees, officers, owners, attorneys, consultants, and similar professionals without the requirement of additional written agreements, so long as each such individual or entity is made aware of the confidential nature of any Information that is provided to them. Each party shall maintain the confidentiality of all information provided by the other Party and labeled "Confidential." The receiving Party shall use at least the same degree of care and diligence to protect such information as it uses to protect its own information. In addition, the receiving Party shall use and or disclose such information only in accordance with any express instructions received from the disclosing Party, and shall make any such disclosures subject to an agreement similar to this section 4. Any Information provided by one Party to the other Party hereunder shall be used solely to complete the transaction or transactions contemplated hereunder.

**(19) RECEIPT:** Buyer has read the agreement and acknowledges receipt of a completed copy of this Agreement.

**Buyer:**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**State:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Zip:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tel:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NCND & FEE ADDENDUM A**

**Fees shall be split between the parties listed herein in reference to Exhibit A, as facilitated by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

The following document dated \_\_\_\_\_\_\_\_\_\_\_\_ serves as the **Master Fee Agreement** for the transaction specific to an Asset portfolio purchase byBuyer. Buyer agrees to pay a 4% (Four Percent) commission fee based off of the final purchase price contingent upon a delivered and closed as described in Exhibit A below which is to include all fees. All the parties listed in this Fee Agreement agree to split the total fee based off of the final purchase price in the following manner:

Buyer’s Side- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Partners, Affiliates or assignee(s), to receive 2% (Two Percent) commission fee total, which will have based off of the final purchase price.

Seller’s Side Broker- or assignee(s), to receive 2% (Two Percent) commission fee total, which will be based off of the final purchase price.

All listed parties further agree that this document is the final “Master” Fee Agreement and by signing this agreement they are accepting the terms defined above. In addition, parties understand that they will have no further claim to any fee’s pertaining to this first and specific Asset portfolio package once they have signed this agreement.

Furthermore, ALL PARTIES hereto agree not to circumvent, avoid or bypass the other, or to contact either directly or indirectly, transact business with, or otherwise enter into any agreement with any corporations, partnerships, proprietorships, trusts, individuals or other entities introduced by ANY PARTY to ANY OTHER PARTY with the intent of avoiding compensating the PARTY THAT MADE THE INTRODUCTION.

Lastly, the parties above are responsible for working out any internal fee agreement for their referring parties and will need to draft and agree upon any such agreement. Once escrow has been opened the parties listed above will need to be responsible for getting their wiring or pay instructions to the appropriate parties when the transaction has closed and funded.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality and Non-Circumvention Agreement to be executed by their authorized officers on the date or dates below as indicated, effective as of the date first set forth above.

**FEE ADDENDUM A (Cont’d)**

**Seller’s Assignee:**

**Signature:**

**Print:**

**Title:**

**Company:**

**Address:**

**City:**

**State:**

**Zip:**

**Tel:**

**E-Mail:**