

Non-Disclosure, Confidentiality & Fee Agreement

This agreement entered into as of _____, 20____ between the two parties indicated hereto: SperryCGA – Magic Realty (“Discloser”), and, _____ (“Recipient”), together referred to hereafter as “Parties”.

1. The Parties do hereby agree that they desire to work together or have worked together for the purpose of arranging business and financial transactions regarding:
300+ Unit Kansas City Multifamily Property
2. Recipient agrees that in the process of working together that the disclosure and/or introduction of other principals, including investors, borrowers, lenders, agents, Disclosers, banks, organizations, lending corporations or companies, individuals or trusts, hereinafter referred to as “Contacts”, is a valuable and proprietary service which may occur during their interaction. Recipient acknowledges that these Contacts are exclusive to Discloser and have significant present and future value.
3. Recipient agrees that Recipient and Recipient's affiliate firm, corporation, company, division, trust, subsidiary, partner, employee, agent, Discloser, consultant, heir, or assigns (“Recipient's Affiliates”) will hold in strictest confidence the names and contact information of any contacts introduced by Discloser, and further agrees to not to make contact with, deal with, negotiate with, or otherwise enter into any transaction with said Contacts without obtaining prior written permission from Discloser. Recipient agrees that said permission shall be provided or withheld at Discloser's sole and absolute discretion.
4. Recipient agrees that there may also be the disclosure of certain proprietary information (“Confidential Information”) which is relevant to their business transactions, including but not limited to proprietary financing methods, development models, and current or future project development data including cost, profit, financing, and marketing information. The Parties agree that such information is of significant present and future value to both Parties.
5. Recipient agrees to use said Confidential Information for the sole purpose of evaluating and pursuing a possible business transaction between the parties. Recipient agrees to take all possible measures to safeguard and protect the Confidential Information from unauthorized disclosure, use, publication, or dissemination. Recipient further agrees neither to use the Confidential Information in such a manner as to interfere with the business of the Discloser nor to use said Confidential Information for its own account or benefit. Any and all figures are for informal disclosure purposes only. All disclosures are based on sources deemed as reliable but cannot be guaranteed by Consultant /Discloser nor are they to be held accountable. All parties should consult an account and/or seek a legal advisor before making any decision to invest.
6. Recipient acknowledges that Discloser is neither responsible nor liable for any business decisions made by Recipient in reliance upon said Confidential Information.
7. Parties agree that information that is in the public domain at the time of Discloser's communication is exempt from this agreement.

8. This agreement is for one (1) year from the date of execution. It shall be applied to any and all transactions present and future entered into by Recipient or Recipient's Affiliates, including subsequent follow-up, repeat, extended, renegotiated or new transactions, regardless of the failure or success of consummating the current business transaction.

9. Discloser shall receive compensation in the amount of \$ N/A or One percent (1%) of the purchase price of each property purchased by Recipient. Discloser's Compensation payable by Recipient shall also include a fee in the amount of \$ N/A to cover Discloser's costs of administering or processing this transaction as well as complying with governmental regulations applicable to Discloser. Discloser's Compensation shall be paid on any real property purchased, placed under contract, leased or optioned by Recipient, or by any person, entity, assignee, successor in interest or nominee of Recipient acting on behalf of Recipient, that Discloser actually showed, located, introduced or wrote any offer or agreement with respect to any such property or properties under the terms of this Agreement. Discloser's Compensation shall be deemed earned and fully payable upon the closing of title, or Recipient's right to occupy and/or control the property, or upon the event of Recipient's default under any agreement to purchase or rent the subject property, whichever comes first.

10. If Recipient fails to pay the Discloser's Compensation, Recipient hereby grants to Discloser a lien upon any property or properties purchased or acquired or the rents or income accruing from any such property or properties subject to this Agreement, which lien can be foreclosed in the same manner as a mortgage or security agreement placed upon said real property, and which lien shall survive termination of this Agreement.

11. Recipient acknowledges that should Recipient or Recipient's Affiliates fail to honor the terms of this agreement, that a monetary penalty of two times the commission, financial gain, or fee the Discloser should have expected to realize shall be paid by Recipient to Discloser. If legal proceedings commence to address such failure to honor the terms of this agreement, Recipient agrees to pay Discloser's court costs and attorney's fees.

12. The Recipient agrees, consents, and stipulates that should a dispute arise as to the terms and enforcement of this agreement, that the courts of the State of Alabama shall have jurisdiction over the matter. Parties agree that should any court of competent jurisdiction find a provision of this agreement void, the remaining provisions shall remain in effect.

Recipient:

Name (printed): _____ Company: _____

Title: _____ Phone Number: _____

Address: _____ City/State/Zip: _____

Signature: _____ Date: _____