



MUTUAL NON-CIRCUMVENTION/NON-DISCLOSURE AGREEMENT

In order to be eligible to receive information or compensation for this property, you and your buyer, partners, affiliates, subordinates, assigns and or any third party, must be registered in writing prior to the introduction.

THIS AGREEMENT is entered into between _____ “Buyer”, and/or his/her Company, and Park Realty Group, Inc. “Consultant”. They are sometimes hereinafter individually referred to as the “Party” or collectively as the “Parties.”

The undersigned Parties are mutually desirous of doing business with respect to the arranging, selling and buying of Residential and/or Commercial properties, REO's and/or Notes, Land, JV in cooperation with one another and with third parties for the mutual benefit of all. It is their intention that the information exchanged among the signatories in the course of doing business, as well as the documents which will be generated subsequent to the execution of this Agreement, including but not limited to Purchase & Sale Agreement Offer; Letters of Intent, Full Corporate Offers, contract terms and conditions, banking details and/or any information contained in such documents, will not be passed, under any circumstance, to another intermediary, or broker, agent or any other company or private person who is not an end buyer or end supplier, without prior specific written consent of the Party or parties generating, with proprietary rights to such information and/or documentation.

This Agreement shall obligate the undersigned parties and their partners, associates, employers, employees, subsidiaries, parent companies, nominees, representatives, successors, clients and assigns (hereinafter collectively referred to as “The Parties”) jointly, severally, mutually and reciprocally for the term of and to the performance of the terms and conditions expressly stated and agreed to below. Furthermore, whenever this Agreement shall be referenced in any subsequent documents or written agreements, the terms and conditions of this Agreement shall apply as noted and shall further extend to any exchange of information, written, oral or in any other form, involving financial data personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, rollover amendment, re-negotiations or new agreement that are in any way a component of what shall hereinafter be referred to as "the Project" or "The Transaction" for the purchase of the subject properties.

This avoids any issues with licensing, all Parties agree and acknowledge that we are Facilitators, Marketers, Consultants or whatever title is required by the state which the transaction took place in. We do our best to ensure accuracy of the information from credible sources however, we do not warrant the accuracy and completeness of the materials provided. Under no circumstances shall Park Realty Group, Inc. and or affiliates be liable for any special, incidental or consequential damages that result from the use of the information, features or materials.

Initials: _____

AGREEMENT NOT TO DEAL WITHOUT CONSENT

The Parties hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each others' interest, or the interest or relationship between The Parties, by means of any procedures, sellers, buyers, agents, brokers, owners for the purpose of changing, increasing or avoiding, directly or indirectly, payments of established or to be established fees, commissions, or the continuance of preexisting relationships or to intervene in non-contracted relationships with intermediaries, entrepreneurs, legal counsel, or to initiate any buy/sell or any transactional relationship that by-passes one of The Parties in favor of any other individual or entity, in connection with the subject Transaction or Project or any related future Transaction or Project.

AGREEMENT TO HONOR COMMISSIONS

Commissions, fees, compensation or remuneration is to be paid to Park Realty Group, Inc. and others named on the Master Fee Agreement (MFA) as part of The Transaction(s) of The Project anticipated by this Agreement (based on the size of the transactions) shall be agreed upon by the MFA of The Parties concerned and shall be paid at the time and manner designed in such separate agreement or at the closing/completion of the transaction through escrow, unless otherwise agreed among the effected Parties. Fees do not accrue and Buyer has no obligation to pay any fees unless and until closing of each Transaction contemplated herein.

All Parties hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration agreement made as part of a fee transaction, even if an individual Party is not an integral component and/or a signatory to a specific consultant fees, referral fees or remuneration agreement.

AGREEMENT NOT TO DISCLOSE

The Parties irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to any unauthorized individual or entity any confidential information provided by one Party to another, including but not limited to contract terms, prices, fees, financial agreements, schedules and information concerning the identity of sellers, buyers, lenders, borrowers, agents, brokers, owners, other than the representatives of any of the above, as well as names, addresses, principals, or telex/fax/telephone numbers, emails, web sites, references to any other information deemed confidential or privileged within the broadest possible scope of The Project or The Transaction without prior specific written consent of the Party or parties generating or with proprietary rights to such information.

AGREEMENT TO INFORM

In the specific situation where a Party acting as a consultant of the buyer or seller allows the buyer or the buyer's representative and the seller or seller's representative to deal directly with one another, said consultant shall be informed of the subsequent development of all transactions between the buyer and seller shall be provided timely copies of all pertinent developmental and/or transactional correspondence and documentation relative thereto by the buyer or the buyer's representative and/or the seller or seller's representative.

TERM

This Agreement shall be valid for three (3) years commencing from the date of this agreement.

This Agreement may be renewed for a further period of three (3) years, subject to and upon the terms and conditions agreed between and among the signatories.

This Agreement shall apply to:

- All transactions originated during the term of this Agreement.
- All subsequent transactions that are follow-up, repeat, or extended transactions or renegotiation(s) of transactions originated during the term of this Agreement.
- All subsequent transactions derived or originated, directly or indirectly, through introduction by Parties during the term of this agreement.

Initials: _____

ARBITRATION

All disputes arising out of or in connection with this Agreement shall be settled under the Rules of Arbitration of the "State of California" by one or more "Arbitrators" appointed in accordance with said rules. All such arbitration awards shall be binding on all Parties and enforceable at law.

The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse, by or through any other means, insofar as such waiver can validly be made.

Each of The Parties named in an Arbitration proceeding and/or required to appear under such a proceeding, unless otherwise agreed, shall be responsible for its own legal expenses. The prior sentence notwithstanding, any Party adjudged by the Arbitrator to be in material breach of this Agreement shall compensate in full the aggrieved Party, its heirs, assignees and/or assigns, for the total remuneration received as a result of business conducted with The Parties covered by this agreement, plus, subject to the determination of the Arbitrator, all its arbitration costs, legal expenses and other charges and damages incurred relative to its dealings with banks, lending institutions, corporations, organizations, individuals, lenders, borrowers, buyers or sellers that were introduced by the aggrieved Party, notwithstanding any provisions of the award.

FORCE MAJEURE

A Party shall not be considered or adjudged to be in violation due to circumstances beyond its control, including but not limited to act of God, civil disturbances and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of the Parties.

AGREEMENT NOT TO CIRCUMVENT

The Parties agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations, or considerations to the benefit of the one or more of The Parties with the full knowledge and acquiescence of all necessary Parties, whether or not such fees, commissions, remunerations or considerations gained through circumvention would otherwise be deemed the rightful property of any one or several of The Parties.

NOT PARTNERSHIP AGREEMENT

This Agreement in no way shall be construed as being an agreement of partnership and none of The Parties shall have any claim against any separate dealing venture or assets of any other Party, nor shall any Party be liable for the separate and independent actions of any other.

TRANSMISSION OF THIS AGREEMENT

Any accurate and legally binding version of this Agreement accurately transmitted through MSN Messenger or any similar programs, as well as facsimile or e-mail programs, shall be deemed an equivalent, original, legal and binding version of this Agreement.


Initials: _____

AGREE AND ATTESTED

Each representative signs below guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as an individual, corporate body or on behalf of a corporate body.

UNDERSIGNING PARTIES:

Buyer:

Signatory's Full Name		Signatory's Full Name	James I. Park
Company Name		Company Name	Park Realty Group, Inc.
Position		Position	Investment Consultant
Address		Address	18 Teardrop Irvine, CA 92603
Phone		Phone	(949) 838-6810
Email		Email	James@ParkRealtyGroup.com
Signature		Signature	
Date		Date	