

# NON-CIRCUMVENT, CONFIDENTIALITY & FEE AGREEMENT

The undersigned Accepting Party and /or its Buyer Entity \_\_\_\_\_ (“Accepting Party”) is interested in obtaining information regarding the property supplied by [PPH] PLUSH PROPERTY HOLDINGS, LLC and/or its representatives, in order to evaluate the possible acquisition (“Proposed Transaction”) of the various Properties marketed by PPH. PPH will not deliver to the Accepting Party any information with respect to the Property which may be confidential and/or proprietary in nature unless and until Accepting Party executes and delivers this Principal Non-circumvent, Confidentiality & Commission Agreement (“Agreement”) signed by the Accepting Party’s Principal and/or any entity of which it is a principal, officer, associate, joint venture partner, or partner of the company that is the Buying Entity. By executing and delivering this Agreement and accepting the Evaluation Materials, Accepting Party hereby agrees as follows:

**Non-Circumvent.** In consideration of the PPH’s disclosure of the information about the property to the Accepting Party, the Accepting Party will not any time attempt to deal directly in any manner or circumvent PPH or otherwise exploit the relationship with or attempt to directly contact Owner with express written permission from the PPH. PPH will not any time attempt to deal directly in any manner or circumvent Accepting Party, principal, officer, associate, joint venture, partner that is the Buying Entity or otherwise exploit the relationship with or attempt to directly contact the Owner with express written permission from the Accepting Party.

**Confidentiality.** Any information with respect to the Property (collectively, the “Evaluation Materials”) provided to Accepting Party by Owner/Seller (Seller) or PPH and/or any of their respective consultants, agents or employees (collectively, the “Seller Parties”) will be used solely for the purpose of evaluating the possible acquisition of the Property by the Accepting Party and will not be used or duplicated for any other purpose.

**Our Service Fee.** One percentage of the purchase price will be due at closing for our services, in connection with the sale of all properties, and shall be paid by the Accepting Party, the Buying Entity and/or Related Parties. Service Fees shall be paid directly to PPH upon the close of escrow or the sale of the Property; and paid directly to PPH through Escrow. All property offers submitted shall be processed via seller’s Title or a title company as agreed upon by all parties.

*[If the buyer decides to cancel or declines to continue the purchase after the due diligence period is over, a service fee of \$1,500 for all properties shall be deducted from the Earnest Money Deposit and paid directly to PPH and the balance of the EMD shall be returned to the buyer according to the terms of the purchase contract.]*

ALL REQUIRED DOCUMENTATION INCLUDING BUT NOT LIMITED TO THIS SIGNED NCND AND FEE AGREEMENT TO PAY OUR REQUIRED ACQUISITION FEE of  1 % OF THE PURCHASE PRICE. (Initial here:\_\_\_\_\_ )

Agreement Not to Circumvent. The Parties agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, 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, remunerations or considerations gained through circumvention would otherwise be deemed the rightful property of any one or several of The Parties.

Force Majeure. A Party shall not be considered or adjudged to be in violation of this Agreement when the violation is due to circumstances beyond its reasonable control, including but not limited to Acts of God, natural disasters, civil disturbances, war, fire, floods, strikes and failure of third parties to perform their obligations to either Party. As a condition to the claim of no-liability the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

**ACCEPTED AND AGREED TO:**

Dated:\_\_\_\_\_

Accepting Party:\_\_\_\_\_

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

Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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

Dated:\_\_\_\_\_

Accepting Party:\_\_\_\_\_

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

Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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

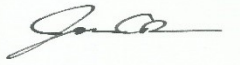
Plush Property Holdings, LLC [PPH]

JOSE C. BORDES

MANAGEMENT

(786)302-2390

jose@pphassets.com



Date: \_\_\_/\_\_\_/\_\_\_\_\_