

CONFIDENTIALITY AGREEMENT

I am aware and understand that some of the properties sent to me may not be listed on the open market. I agree to keep this information confidential and to “not disturb” tenants and/or any residents of the properties sent to me in any way. This agreement applies only to properties that Dream Catch Properties/The Turtlestone Group (hereafter DCP) has informed me of.

In addition, I hereby employ and grant **DCP** the irrevocable right to locate and assist in negotiating terms and conditions for the purchase or option to purchase real property acceptable to me or my associates, affiliates, designees, successors, heirs, or assignees.

This authority shall commence on: _____

Representation: In return, **DCP** agrees to diligently locate property acceptable to buyer and to negotiate terms and conditions for the purchase or option to purchase real property acceptable to buyer.

Brokerage Fee: Buyer agrees to pay **DCP** three percent (3%) of the acquisition of the property that buyer acquires, agrees to acquire, or agrees to option, if and only if buyer goes around **DCP** and purchases a property that **DCP** has sent to buyer from another Company or directly from seller.

Method of Payment of Brokerage Fee: Buyer's brokerage fee will be paid from seller's proceeds through escrow as part of the Purchase Contract and the seller's Listing Agreement when property is purchased through **DCP**.

Conditions:

1. All Informational Materials pertaining to the Property which may be furnished to the Buyer by **DCP** are confidential and shall continue to be the property of the property owner and **DCP**. The Informational Materials will be used solely for the purpose of the buyer in evaluating the possible acquisition of the Property directly for its own account (and not on behalf of any other party, whether as a broker, agent or otherwise) and may not be copied or duplicated without **DCP**'s written consent
2. Buyer shall not (i) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Property with any other person or entity except **DCP**, except as may be permitted by the terms of this Agreement or except as may be required by law. The Informational Materials may not be disclosed to anyone other than the Buyer's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property. Such Related Parties shall be informed by the Buyer of the confidential nature of the Informational Materials and shall be directed (and Buyer shall cause such Related Parties) to treat the same with strict confidence in accordance with the terms of this Agreement.
3. The Buyer understands and acknowledges that **DCP** and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials. **DCP** and Owner expressly disclaim any and all liability for representations or

warranties, express or implied, in or related to the Informational Materials, or in any other written or oral communications transmitted or made available to Buyer by DCP or Owner.

4. Owner is under no legal obligation of any kind whatsoever with respect to the proposed sale of the Property by virtue of this Agreement, except for the matters expressly agreed to herein. The Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. The Potential Purchaser acknowledges that they shall not contact any of the tenants in the Property without the written consent of the Owner. The Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion, or national origin. This agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located applicable to contracts made in and to be performed wholly within such state.

Breach of Contract: (1) buyer agrees to pay immediately to **DCP** three percent (3%) of the acquisition price of the property in the event that buyer or any other person acting on buyer's behalf purchases, agrees to purchase, or obtains an option to any property that **DCP** has informed buyer of during the term of this agreement, whether through the services of any other agent/broker, or through buyer's own efforts. (2) If buyer breaches a contract with seller, buyer agrees to pay to **DCP** three percent (3%) of the negotiated sales price plus recovery expenses incurred by **DCP** (see Brokerage Fee above).

I, the undersigned Buyer, understand that this agreement applies only to properties that DCP has informed me of and that by signing below, hereby acknowledge that I have carefully read the above terms and conditions.

Buyer Name

Agent Name

Signature

Signature

Date

Date

Buyer Name

Signature

Date