

**PLATINUM REOS & ACQUISITIONS, LLC
NON-DISCLOSURE AND
NON-CIRCUMVENTION AGREEMENT**

**NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO SECTION 15-48-10 et. seq.
OF THE SOUTH CAROLINA CODE OF LAWS ANNOTATED**

Reference: REO Transactions

All Business Deals:

This Agreement sets forth the International Cooperation of the parties, confirmed and agreed hereto, and the confidentiality of information and prohibition against direct contact to a seller or buyer by the parties introduced by the other parties with the intention of direct trade without permission of the other parties. This agreement is made for the protection of purchase/sales contracts and for the full cooperation of each of the other parties to accomplish the contracts for ultimate buyers and sellers.

WHEREAS, PLATINUM REOS & ACQUISITIONS, LLC, a South Carolina limited liability company (the “Company”), is in the business of acquiring Real Estate Owned (“REOs”), Foreclosures, Pre-Foreclosures, Non-Performing Notes, and other regular real estate acquisitions, and generates plans, schedules, lists, contracts, and other business information that is valuable to the Company and to its profitability; and

WHEREAS, the Company finds that the value and use of the above business information would be diminished if the information was released to the public and the Company’s competition; and

WHEREAS, the Company desires to insure that the above business information and data remain confidential and not be used to injure the Company or its business; and

WHEREAS, the Company desires to make it a condition of the provision of information to anyone with whom the Company enters into a business relationship that the party will not share nor release confidential information of the Company nor compete with the business of the Company; and

WHEREAS, to facilitate the success of the Company and the other party or parties to this agreement (hereinafter referred to individually and collectively as the “Party”) and their professional relationship, the Party has agreed to refrain from the use of the confidential business information that the Party will acquire in the furtherance of the business relationship, and has further agreed to refrain from competing with the business of the Company pursuant to the terms and conditions set forth herein.

Party #1 Party #2 Party #3 Party #4 Party #5 Party #6 Party #7 Party #8 Party #9
Initials Initials Initials Initials Initials Initials Initials Initials Initials

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and legal sufficiency of which both the Company and the Party expressly acknowledge, the Party hereto agree as follows:

1. **Cooperation** Each party shall cooperate with the other parties with respect to any inquiry from any other party with his/her full knowledge and experience and at his/her own expenses use his/her best endeavors to complete the purchase/sales contract. Each party shall communicate to each other and exchange information reasonably necessary to finalize the purchase/sales contract.

2. **Definitions.**

a. "Confidential Information" as used herein shall mean all information, promotional literature, documentation, recordings, contracts, product lists, software (including listings thereof and documentation related thereto), devices, commodities, processes, quantities, deliveries, payment information, instruments, names of ultimate and/or mandate buyers, sellers, shippers, manufacturers, mills, bank references, financial status, creditworthiness and communications devisees such as telefax, fax, and telephone numbers, and any other information relating to the elements of the business transaction, which information is disclosed or made available by the Company to the Party, including, but not limited to, the existence of discussions between the Company and the party, the Company and its clients and potential clients, and the Company's business plans, present and future operations, and policies.

b. "Party" shall include the undersigned party or parties, together with his/her/its other divisions including employees, subsidiaries, consultants and agents.

3. **Acknowledgement.** The undersigned Party acknowledges and agrees that Confidential Information is proprietary to and a valuable trade secret of the Company and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to the Company.

4. **Obligations of the Party.** The undersigned Party agrees that the Party shall treat Confidential Information in confidence and not disclose the Company's Confidential Information to any other party, other than the employees and agents of the Company, unless in furtherance of the business of the Company. Further, the Party agrees to undertake the following additional obligation with respect thereto:

a. not to copy, reproduce, sell, reveal or otherwise disclose any Confidential Information, in whole or in part;

b. not to disclose Confidential Information to any third parties and to hold in strict confidence all such material and information that the Company may furnish and disclose, or has furnished and disclosed, or otherwise may make or has made available to the Party;

c. to limit dissemination of Confidential Information to only those of the Company's clients or potential clients who reasonably have a need to possess such knowledge in order to engage in a business relationship with the Company;

d. to return Confidential Information, including all copies and records thereof, to the Company upon request.

Party #1	Party #2	Party #3	Party #4	Party #5	Party #6	Party #7	Party #8	Party #9
Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials

5. **Noncompetition/Noncircumvention**. The undersigned Party further acknowledges that the Party may receive valuable information from the Company, and in the course of the Party's association with the Company, the Party may be advised of or may acquire information from the company as to trade secrets, customer lists, business policies or other Confidential Information. The undersigned Party therefore agrees to the following:

a. **Restrictions**. During the undersigned Party's association with the Company, and for a period of three (3) years from the date thereafter, each party hereto will not directly or indirectly, on the Party's own account or as an employee, consultant, partner, owner, officer, director or stockholder of any other firm, partnership or corporation, conduct, engage in, be connected with, have any interest in or aid or assist anyone else in engaging in the business similar to that of the Company; nor will the undersigned Party in any way directly or indirectly, solicit, divert, take away or interfere with any of the business customers, trade or personnel of the Company, nor will the undersigned Party interfere with the service providers, suppliers, manufacturers, distributors, wholesalers or other such companies with which the Company transacts business, nor will the undersigned Party contact the ultimate or mandate buyers, sellers, shippers, manufacturers and mills with the intention to circumvent any other party to this Agreement. The direct contact without circumventions may be permitted upon all of the other parties' written approval.

b. **Geographic Limitation**. The geographic limitation within which the undersigned Party shall not compete as set forth in paragraph (a) of this covenant to not compete shall include any states or countries in which the Company is engaged in business. The undersigned Party acknowledges that the Company conducts business on an international basis, and the scope of limitation stated herein is reasonable considering the business of the Company and the extent of the Company's business operations. Nevertheless, if the geographic limitation as set forth herein is deemed to be unreasonable, the undersigned Party agrees to abide by the maximum limitation decided by a court of competent jurisdiction.

c. **Acknowledgements**. The undersigned Party hereby acknowledges that the Party understands the terms and conditions of this Agreement, and the Party acknowledges that the term of this covenant not to compete is a minimum period of time and that the area of restriction is reasonable and necessary in order to protect the Company.

6. **Remedies**.

a. **Injunctive Relief**. The undersigned Party further agrees that damages cannot reasonably compensate the Company in the event of a violation of this covenant and that it would be difficult to ascertain the lost profits which would be suffered and that, by reason thereof, injunctive relief would be essential for the protection of the Company. Accordingly, the undersigned party hereby agrees and consents that in the event of any such breach or violation, the Company may obtain such injunctive relief in order to prevent a continued violation of the terms of this Agreement. The Party, therefore, agrees that the Company may obtain ex parte, a temporary restraining order and temporary and permanent injunctions against the C=party without necessity of advance notice to the Party or the posting of a bond or other security. The foregoing shall not limit the Company in the pursuit of other remedies it may have, such as damages. The Party does hereby expressly waive all claims for damages by reason of the wrongful issuance of any such injunction, whether it be in the form of a temporary restraining order or temporary or permanent injunction. Said Company relief, if necessary, may be

Party #1	Party #2	Party #3	Party #4	Party #5	Party #6	Party #7	Party #8	Party #9
Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials

outgained from any court of competent jurisdiction. The Company shall be entitled to recover from the party all costs and expenses, including but not limited to reasonable attorney's fees, which may be incurred by any action required to enforce the provisions of this Agreement.

b. **Arbitration.**

i. Notwithstanding the foregoing, and in addition to injunctive relief, the parties herewith agree that all disputes concerning this Agreement shall be decided by arbitration in accordance with the commercial rules and regulations of the American Arbitration Association (except to the extent such rules and regulations are inconsistent with the provisions of this Article).

ii. If the parties agree on one arbitrator, the arbitration shall be conducted by such arbitrator. If the parties do not so agree, the parties shall each select one independent, qualified arbitrator. For this purpose, all parties whose interest in the matter being arbitrated are substantially identical shall be treated as a single party entitled to select an arbitrator. If an even number of arbitrators is selected, such arbitrators shall select an additional arbitrator.

iii. Each party reserves the right to object to any individual arbitrator who is employed by or affiliated with an organization that competes with such party.

iv. The parties shall have the right to conduct discovery as specified for up to three months. Such discovery shall include the right to take depositions and subpoena witnesses.

v. At the request of any party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony, and records shall be received, heard and maintained by the arbitrators in secrecy under seal, available for the inspection only of the parties and their respective attorneys and experts who have agreed in advance in writing to receive and maintain all such information in confidence until such information becomes generally known.

vi. The arbitrators shall act by majority vote. The arbitrators shall issue a written opinion of their findings of fact and their conclusions of law at the request and at the expense of either party.

vii. The arbitrators shall be able to decree any and all relief of an equitable nature, including without limitation such relief as a temporary restraining order and a preliminary or permanent injunction, and shall also be able to award damages, with or without an accounting, and costs, except that the prevailing party shall be entitled to its reasonable attorneys fees. The decree or judgment of an award rendered by the arbitrators shall be binding upon the parties and may be entered in any court having jurisdiction thereof.

viii. Reasonable notice of the time and place of arbitration shall be given to all persons as required by law. Such persons and their authorized representatives shall have the right to attend or participate in all the arbitration hearings in such manner as the law requires.

7. **Severability.** No waiver of any breach or violation hereof shall be implied from forbearance or failure by the Company to take action thereon. It is the desire and intent of the parties that the provisions of the covenant be enforced to the fullest extent permissible under the laws and the applicable public policies of the State of South Carolina. Accordingly, the terms of this covenant are determined to be severable, and if any particular portion be adjudicated or determine not to be invalid or

Party #1	Party #2	Party #3	Party #4	Party #5	Party #6	Party #7	Party #8	Party #9
Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials

unenforceable, such determination shall only apply to that portion of the covenant and the balance of said covenant shall nevertheless be enforceable to the fullest extent permissible under the laws and public policies applying thereto.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

9. Counterparts. This agreement may be signed and delivered by facsimile transmission, and when all parts are taken together shall be considered as a full and complete original substitute.

Party #1	Party #2	Party #3	Party #4	Party #5	Party #6	Party #7	Party #8	Party #9
Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials

IN WITNESS WHEREOF, the undersigned do set their hands and seals on the date and year first above written.

Party #1
Signature
Print Name
Date Signed
Company Name
Official Title for Company listed above
Country of Nationality
Document Name for Proof of ID
ID Number
Witness: <i>ID Checked & Verified By:</i>

Party #2
Signature
Print Name
Date Signed
Company Name
Official Title for Company listed above
Country of Nationality
Document Name for Proof of ID
ID Number
Witness: <i>ID Checked & Verified By:</i>

Party #3
Signature
Print Name
Date Signed
Company Name
Official Title for Company listed above
Country of Nationality
Document Name for Proof of ID
ID Number
Witness: <i>ID Checked & Verified By:</i>

Party #4
Signature
Print Name
Date Signed
Company Name
Official Title for Company listed above
Country of Nationality
Document Name for Proof of ID
ID Number
Witness: <i>ID Checked & Verified By:</i>

Party #5
Signature
Print Name
Date Signed
Company Name
Official Title for Company listed above
Country of Nationality
Document Name for Proof of ID
ID Number
Witness: <i>ID Checked & Verified By:</i>

Party #6
Signature
Print Name
Date Signed
Company Name
Official Title for Company listed above
Country of Nationality
Document Name for Proof of ID
ID Number
Witness: <i>ID Checked & Verified By:</i>

Party #7
Signature
Print Name
Date Signed
Company Name
Official Title for Company listed above
Country of Nationality
Document Name for Proof of ID
ID Number
Witness: <i>ID Checked & Verified By:</i>

Party #8
Signature
Print Name
Date Signed
Company Name
Official Title for Company listed above
Country of Nationality
Document Name for Proof of ID
ID Number
Witness: <i>ID Checked & Verified By:</i>

Party #9
Signature
Print Name
Date Signed
Company Name
Official Title for Company listed above
Country of Nationality
Document Name for Proof of ID
ID Number
Witness: <i>ID Checked & Verified By:</i>

Party #1 Party #2 Party #3
 Initials Initials Initials

Party #4 Party #5 Party #6
 Initials Initials Initials

Party #7 Party #8 Party #9
 Initials Initials Initials

PLATINUM REOS & ACQUISITIONS, LLC

REO ACQUISITION LETTER OF INTENT

This is a Letter of Intent from _____ (“Buyer”) for the purpose of obtaining REOs, or REO Properties meeting the criteria below on behalf of the Buyer.

Purchase Amount: \$ _____ (USD) Today’s Date: _____
Buyer agrees to accept any increments up to and including the full amount requested and will close increments as presented, if accepted.

Maximum amount not to exceed: _____% as a percent of the fair market value, plus three (3%) percent in fees due and payable by owner (owner hereinafter referred to as “Seller”) to the Buyer’s Mandate, the Intermediaries, and the Seller’s Mandate according to separate written agreement.

Range of Property Value: \$ _____ to \$ _____

Property Type: _____ All _____ SFR _____ MULT _____ COMM _____ HOTEL

Properties in the State Of: _____, County Of: _____

Level of repair requested (0 – No Rehab, 1 – Light Rehab, 2 – Moderate Rehab, 3 – Major Rehab): _____

Due Diligence Period Requested: _____ Days

Buyer’s Name: _____ Buyer’s Company: _____

Buyer’s Direct Phone: _____ Buyer’s Email: _____

Buyer/Company Address: _____

Buyer’s Rep. Name: _____ Buyer’s Rep. Phone: _____

Buyer’s Signature: _____

Buyer’s Rep. Signature: _____

PROOF OF FUNDS

Bank Name Funds Will Originate/Transfer From: _____

Bank Address: _____ Bank Phone: _____

Account Name: _____ Bank Rep./Mgr.: _____

THIS LOI EXPIRES _____ DAYS FROM THE ABOVE DATE.

Party #1	Party #2	Party #3	Party #4	Party #5	Party #6	Party #7	Party #8	Party #9
Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials