

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.

**Article 1 (Cooperation)** Each party shall cooperate with the other parties in respect of any inquiry from them with his/her full knowledge and experience and at his/her own expenses use his/her best endeavors to complete it. Each party shall communicate to each other and exchange necessary information to accomplish the contract.

**Article 2 (Non-Disclosure)** Each party shall keep the information received or obtainable from the other parties to this agreement in strict confidence from any third parties not party to this agreement. The information means, the commodities, the process, quantities, deliveries, payment, instruments, names of ultimate and/or mandate buyers, sellers, shippers, manufactures, mills, the bank references, finance status, creditworthiness and the communication devices as telefax, fax, and telephone numbers, and any other relating to the element of general business transaction.

**Article 3 (Non-Circumvention)** Each party shall not contact the ultimate or mandate buyers, sellers, shippers, manufacturers and mills with the intention to circumvent any other party to this agreement for (3) three years on and after the date of the first contract consummated and effective to the subsequent follow-ups and repeat orders terminations and/or contracts. The direct contact without circumvention may be permitted on all of the other parties written approval.

**Article 4 (Inclusion of a party)** It shall be understood that a party includes his/her other divisions including employees, subsidiaries, consultants and agents. All of them are to be considered to conform and agree to Article 2 and 3.

**Article 5 (Award)** Each party shall have the right to receive from the buyer; or if agreed the seller, or both buyer and seller the fee and commission for his/her endeavor and expenses paid on the consummation of contract and the execution of the transaction by a separate sheet agreement in which details shall decide and specify according to each contract or failing that such fee and commission as may be reasonable.

**Article 6 (Arbitration)** Any dispute between the parties concerning the rights and liabilities of the parties and or difference of interpretation or validity and or breach may be resolved by agreement in default of which the parties may refer the dispute to the committee of arbitration of the International Chamber of Commerce in Switzerland and the names of all parties after the agreement.

**Article 7 (Governing Laws)** This Agreement shall be governed by the Laws of the state of Georgia. In the event any of the provisions of this Agreement shall for any reason be held invalid or unenforceable, the remaining provisions of the agreement shall remain in full force and effect.

**Article 8 (Validity)** This Agreement shall be effective from the last date signed and acknowledged by the Parties below. The term of this Agreement shall commence on the date hereof and continue for thirty-sixty (36) months, unless earlier terminated according to the terms hereof.

**Article 9 (Amendment)** This agreement may be amended, adjusted, added and deleted by the unanimous approval of all parties.

**Article 10 (Facsimile transmission)** This agreement signed and sent by facsimile transmission is effective and considered as an original substitute.

**Article 11 (Others)** This agreement has no force to restrict nor bind the independent business activity and operation of the party that does not relate to the contracts and the parties hereto and free from the information given to each other.

Other

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Mandate Seller	Party #2	Party #3	Party #4	Party #5	Party #6	Party #7	Party #8	Party #9
	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials

The undersigned hereby acknowledge and agree to the terms of this *International Cooperation, Non-Disclosure & Non-Circumvention Agreement* heretofore described and contains a total of two pages with page two bearing the signatures of all interested parties and being photographically joined and is accepted as a legal document, as defined in Article 7 above.

<b>Party #1</b>
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 &amp; Verified By:</i>

<b>Party #2</b>
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 &amp; Verified By:</i>

<b>Party #3</b>
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 &amp; Verified By:</i>

<b>Party #4</b>
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 &amp; Verified By:</i>

<b>Party #5</b>
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 &amp; Verified By:</i>

<b>Party #6</b>
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 &amp; Verified By:</i>

<b>Party #7</b>
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 &amp; Verified By:</i>

<b>Party #8</b>
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 &amp; Verified By:</i>

<b>Party #9</b>
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 &amp; Verified By:</i>

## REO Acquisition Letter Of Intent

This is a Letter of Intent from \_\_\_\_\_ for purpose of obtaining REOs, or REO Properties meeting the criteria below on behalf of the (buyer) listed above.

Purchase Amount: \$ \_\_\_\_\_ (Dollars) Today's Date: \_\_\_\_\_ 20\_\_\_\_

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 3% in fees due and payable by owner (seller) to the Buyer's Mandate, the Intermediaries, and the Seller's Mandate according to separate agreement.

Range of Property Value: \$ \_\_\_\_\_ - \$ \_\_\_\_\_

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./Manager: \_\_\_\_\_

**This LOI expires \_\_\_\_\_ days from the above date.**