

NON DISCLOSURE, NON CIRCUMVENT & FEE AGREEMENT

THIS NON DISCLOSURE, NON CIRCUMVENT AND FEE AGREEMENT (the “Agreement”) with an EFFECTIVE DATE of _____, between _____ its associates and agents hereafter shall be known as the Receiving Party, agree to enter into the following Agreement, with **Terreva Investments, LLC** hereafter shall be known as Disclosing Party. Both Receiving Party and Disclosing Party hereafter shall also be known as “The Parties”.

WHEREAS, the Disclosing Party desires to disclose to the Receiving Party certain confidential and proprietary information necessary for the Receiving Party to complete due diligence to determine the feasibility of buying a note(s) from the Disclosing Party (“Proposed Transaction”).

NOW, THEREFORE, the parties agree as follows:

1. Disclosure of Confidential Information: As a condition to receiving the Confidential Information, the Receiving party agrees to treat the Confidential Information in accordance with this Agreement. The term “Confidential Information” shall mean any and all information furnished by or on behalf of Terreva, its officers, employees, affiliates, agents or other representative (the “Information Providers”) in connection with the Loans or the Transaction, together with any information contained in any analyses, compilations, studies or other documents prepared by the Receiving Party or the Receiving Party’s officers, employees, affiliates, agents or representatives (the “Permitted Users”).
2. Use of Confidential Information: The Receiving Party (a) shall hold all Information in confidence; (b) shall use the Information only for the purpose of evaluating and consummating the Proposed Transaction between the parties; (c) shall reproduce the Information only to the extent necessary for such purpose; (d) shall not disclose or cause to be disclosed the Information to any third party without prior written approval of the Disclosing Party; (e) shall not disclose to any person any confidential information which has been received or used in evaluating the Transaction without prior written consent of Terreva.
3. No Contact with Customer: Receiving Party agrees that no contact will be made with the consumers of the Assets being reviewed, nor will Investor contact any third parties regarding the Assets in question or the consumers thereof, other than those third parties upon whom the Investor reasonably relies to conduct its Due Diligence. Investor will indemnify and hold Terreva Investments harmless from all loss, claims, demands and suits of any nature, actual or threatened, arising out of any contact by the Investor with mortgagors or any third parties that is not necessary to the Due Diligence process.
4. Indemnification: The Receiving Party shall indemnify, defend and hold harmless Terreva and its officers, employees, affiliates, agents and other representatives (the “indemnified Parties”) from and against all suites, liabilities, losses, damages or expenses of any kind (including attorney’s fees and expenses, incurred or suffered by any Indemnified Party arising out of or in connection with this Agreement, including unauthorized use or disclosure of Confidential Information, any negligent or intentional acts or omissions of this Agreement.

5. Survival of Agreement: Receiving Party's obligations under this agreement shall survive the termination or expiration of this Agreement and shall be binding upon their successors and assigns.
6. No Warranties: Terreva has used all efforts to ensure that all information provided is complete and accurate for the purposes of evaluating transactions.
7. Neither this Agreement nor the disclosure or receipt of Information shall constitute or imply any promise or commitment by either party to negotiate with the other party or to consummate the Proposed Transaction. No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
8. Fee: In consideration of the services to be performed by the Disclosing Party, the Receiving Party agrees to pay the Disclosing Party a fee calculated as follows; In the event that the Receiving Party contracts to purchase one or more of the Desired Assets, the Receiving Party will pay the Disclosing Party a Fee equal to \$250 or THREE PERCENT (3%) of final purchase price for such desired Assets (hereinafter the "Fee"), whichever is greater. The Fee is due and payable to the Disclosing Party upon the closing for the Desired Assets. The Fee Agreement shall apply to any and all Desired Assets the Receiving Party negotiates to purchase, contracts to purchase, and/or purchases from but not limited to the seller, bank, hedge fund or asset management company or any other source from which the Disclosing Party has introduced to the Receiving Party during the term of this Agreement and any extension of the term of this Agreement.
9. This Agreement will be governed by and construed in accordance with the laws of the State of California.
10. Breach of Agreement: The provisions of this Agreement are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable damage and, therefore, in the event of such breach, the disclosing party will be entitled to seek specific performance and injunctive or other relief as a remedy. Such remedy shall not be deemed the exclusive form of remedy for breach of this agreement but shall be in addition to all other remedies available at law or equity.
11. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and merges all prior discussions between them relating thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement and are made effective as of the day and year first above written.

AGREED AND ACCEPTED on _____

("Discloser")

-- AND-- ("Buyer")

Terrence Evans, Manager
Terreva Investments, LLC

T Evans

Signature

PO Box 2091
Lomita, CA 90717

Name

Email Address -and- phone number

Company Name

Address

City, State, Zip