

CONFIDENTIALITY and FEE AGREEMENT

The undersigned as Buyer "Buyer" hereby requests confidential information on one or more manufactured housing land lease community(ies) "MHLLC" or similar business(es) "Business(es)" represented by Edward Hicks, Lic. R.E. Broker as a Transaction Agent "AGENT" also referred to herein as a "CONSULTANT". I/We hereby acknowledge "AGENT" first provided such information to the undersigned, on the following MHLLC property(ies): _____

In consideration of being provided said information, I/We hereby agree, for a period or two years from this date:

1. Not to divulge knowledge of its availability for sale or information about the disclosed MHLLC(s), nor provide any information to others, except partners and investors or those in my employ specifically involved in the transaction itself, or to legal, accounting, or engineering professionals for advice and counsel.
2. not to circumvent or interfere with AGENT rights and contract with the Seller in any way, without the direct involvement of the AGENT and
3. pay Edward Hicks (AGENT) a CONSULTANTS fee equal to 3.0% (three percent) of the purchase price or equivalent upon closing.

I/We further acknowledge that Edward Hicks, Lic. R.E. Broker is acting as a Transaction Agent, which is an intermediary, facilitating a purchase and sale transaction between a Buyer and Seller without representing either party as an AGENT. A Transaction AGENT shall not represent the interest of one party to the exclusion or detriment of the interest of the other party. A Transaction AGENT is required to treat the Buyer and Seller with honesty and fairness, and shall disclose all known facts materially affecting the transaction to both.

I/We further acknowledge that all information and materials provided are supplied by the Seller, and are believed to be correct, but are not verified in any way by AGENT. All such information provided is believed to be correct but is not guaranteed, and should not be considered complete or accurate without further Due Diligence on your behalf. AGENT makes no representations or warranties, expressed or implied, regarding the information provided. AGENT is qualified to advise about the nature of a MHLLC or related business only. If legal, accounting or tax advice is desired, you must consult with the appropriate professionals.

I/we acknowledge that I/We have received a copy (via e-mail or facsimile) of this Agreement and that I/we have read this Agreement carefully and fully understand it and accept the terms herein. I/we further acknowledge that an e-mail or facsimile copy of this document and any signatures shall be considered for all purposes and intent as legal and binding originals.

Date: _____

Buyer:(seal) _____

Printed Name _____

Address _____

E-Mail Address: _____

City State: _____

Phone: _____

AGENT: _____
Edward Hicks, Lic. R.E. Broker