

AGREEMENT

This agreement shall confirm and document our understanding and agreement as it pertains to the disclosure of confidential information for the purpose of obtaining financing for various projects.

_____ (“_____”) and Eclipse Financial Services, L.L.C. (“Eclipse”) are in the business of providing commercial real estate financing and services for their respective clients or customers and from time to time _____ and Eclipse will find it mutually beneficial to combine their efforts on certain of these real estate transactions. _____ and Eclipse (the “parties”) agree to the following terms and conditions:

1. Information pertaining to any Client, Property and/or Lender will be treated by both parties as confidential and shall not be disclosed to any party outside this agreement.
2. Services and Financing will be provided both parties on a best efforts basis.
3. This agreement will expire one year(s) from the date of this agreement, provided however it shall automatically extend past the term until the transactions subject hereto are closed.
4. The Parties agree that any fees negotiated with Clients and subject to this agreement shall be in writing, shall require payment from the closing proceeds and shall require the Client to give the lender, closing agent, attorney and/or title company irrevocable Power of Attorney to pay the financing fee to Eclipse or _____; the agreement shall also require the borrower to pay (or cause the lender to pay) the fee by wire transfer or certified funds within 48 hours of the closing. Parties agree any said fee agreements shall be similar to the Sample as attached.
5. Should a transaction that is subject to this agreement close or settle, it is agreed by the Parties that _____ and Eclipse shall equally split any financing fee earned from the transaction unless otherwise agreed and outlined under separate agreement.
6. The Parties agree that there may be “other” fees such as those charged by underwriters, lenders or third party providers that will be in addition to those charged by Eclipse or _____ and not subject to this agreement.
7. FHA transactions can not be subject this agreement but the Parties shall endeavor to keep to the spirit of this agreement whenever possible. Fees for FHA transactions will be subject to separate agreements.

Any other provisions or amendments to this agreement shall be in writing and attached hereto. Any controversy or claim arising from this Agreement shall be settled by arbitration in accordance with the rules of the International Arbitration Association. This Agreement shall be binding upon the parties, as well as upon their heirs, executors, successors, and assigns.

Please indicate your acceptance and confirmation of this agreement by signing below.

Eclipse Financial Services, LLC

Thomas F. Brosnan, III
Managing Member