

# EXCLUSIVE AGREEMENT

**THIS EXCLUSIVE AGREEMENT** dated \_\_\_\_\_ by and between \_\_\_\_\_, and/or any and all affiliates, subsidiaries and related persons, successors, assigns and legal representatives thereof (collectively, the "Principal") and Eclipse Financial Services, LLC, 4501 Ford Avenue, Suite 102, Alexandria, Virginia ("Eclipse").

## RECITALS

I. Principal has requested Eclipse to introduce Lenders, and or sources of financing to the Principal to be used to finance the property \_\_\_\_\_ located \_\_\_\_\_, ("the Property") the "financing or financing services").

II. Should Principal obtain financing from sources introduced by Eclipse, for this or other projects or Properts(ies) (collectively the "Lender(s)"), Principal agrees that it shall do so exclusively through Eclipse.

III. Eclipse agrees to work with Principal, to the extent requested, to assist Principal in consummating financing transactions with the lender, or its affiliates or other sources approved by the Principal (collectively, the "Third Party").

IV. Principal and Eclipse desire to set forth in writing the terms and conditions of their agreement pursuant to which Principal will compensate Eclipse for its services.

V. **NOW, THEREFORE**, for the financing services to be provided by Eclipse referred to herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. RECITALS

The parties agree that the aforesaid recitals are true and correct and the recitals are incorporated by reference into the body of this Agreement. Any exhibits referred to in this Agreement are hereby incorporated into this Agreement as though restated in their entirety herein.

### 2. DEFINITIONS

(a) "*Financing Services*" means Eclipse's introduction of a source(s) of financing (lender(s)) or to the Principal to be used to finance the Property, collectively or individually, known as \_\_\_\_\_ or other projects and to work with Principal, to the extent requested, to assist Principal in consummating financing transactions with the lender(s), and/or lender(s) affiliates or other source(s) or lender(s) introduced by Eclipse (collectively, the "Third Party").

(b) "*Third Party*" means a lender or its/his affiliates and/or any other entity thereof, or other source(s) or lender(s) introduced by Eclipse.

(c) "*Commitment*" means that point in time when the Third Party removes any contingencies from its Term Sheet, Application or Commitment Letter and/or notifies and assures the Principal that the loan will be made provided the conditions set forth in the commitment are met.

(d) "*Closing*" means that point in time in any lending or financing transaction referred to herein when the collateral is transferred to the Third Party and the loan proceeds or funds are transferred to the Principal. In short, when the Third Party actually makes the loan.

### 3. COMPENSATION

Eclipse will earn and Principal shall be obligated to pay (and to cause Third Party to pay) to Eclipse \_\_\_% of all debt loaned or contributed by the Third Party introduced by Eclipse to Principal.

For purposes of this Agreement, Third Party shall be treated as having loaned or contributed an amount which the Third Party assists in providing by way of third party guarantees.

This Agreement shall apply to any **three (3)** future transactions concluded between Principal and Third Party.

Principal agrees that Eclipse shall not have liability or responsibility to Principal for any loss, damage, claim, liability or expense, whatsoever, by reason of Principals acceptance or rejection of any person or entity proposed or introduced to it, as a prospective lender, by Eclipse.

**4. TIME FOR PAYMENT**

The Compensation shall be earned at commitment and payable at the time of closing, payable from the closing proceeds. This Agreement shall serve as the only document required for the notification and authorization to the closing agent, attorney and/or title company that the fee is to be paid to Eclipse at the time of closing from closing proceeds. For purposes of this Agreement, time is of the essence. Interest shall run on any unpaid Compensation from the date such Compensation is due until paid at the rate of 12% compounded annually, and Principal hereby agrees to pay such interest, together with the Compensation.

Upon commitment, as herein defined, and in order to secure Principal's performance hereunder Principal, now acting as debtor, grants unto Eclipse, as secured party, security interest's in and to all Property referred to herein. The security interest hereby granted unto Eclipse upon commitment shall terminate upon Principals' payment to Eclipse of the Cash Compensation as provided hereunder. Principal agrees that upon commitment, this Agreement may be duly filed and/or recorded to perfect the security interest herein granted to Eclipse.

**5. TERM**

This Agreement is deemed to commence \_\_\_\_\_ and shall be and shall remain in full force and effect for a period of \_\_\_\_ year(s) thereafter; provided, however, it shall automatically extend itself past the term as long as the negotiation and contracts between Principal and the Third Party are in process or in place.

**6. COOPERATION**

Principal agrees to timely furnish to Eclipse (and/or its advisors or counsel) such information, documents and records, including but not limited to all correspondence, information and agreements with or between Principal and Third Party, as may be reasonably requested by Eclipse to monitor and effectuate this Agreement. The parties agree to execute and deliver any other instruments and writings as may be necessary or desirable to give full force and effect to the provisions and intentions of this Agreement.

**7. COLLECTION COSTS**

Principal shall be liable for all costs of collection, including reasonable attorneys' fees and court costs incurred by Eclipse in collecting amounts due under this Agreement.

**8. SUCCESSORS AND HEIRS**

This Agreement shall be binding upon the parties, as well as upon their heirs, executors, successors, agents, representatives, intermediaries and assigns, as well as upon any corporate entity through which or by which they may proceed in connection with any transaction, as contemplated, herein.

**9. CONFIDENTIALITY**

Principal recognizes that the introduction of Third party to Principal is confidential and shall not disclose information relating to Third Party without Eclipse's prior written consent.

**10. ADVERTISING**

At Eclipse's request, the Principal shall allow Eclipse to announce that financing has been arranged by Eclipse and said announcement can be made through placement of signs on subject property, newspapers and other media.

**11. FACSIMILE COPY**

A photo and/or facsimile copy of this Agreement and/or signatures hereon shall be, for all purposes, deemed as original. All exhibits attached hereto and/or referred to herein are by this reference incorporated herein.

**12. LIABILITY**

Principal agrees that Eclipse shall not have liability or responsibility to Principal for any loss, damage, claim, liability or expense, whatsoever, by reason of Principals acceptance or rejection of any person or entity proposed or introduced to it, as a prospective lender, by Eclipse.

Principal represents and warrants to Eclipse that he/they/it have no obligation or commitment in conflict and/or inconsistent with this Agreement.

This Agreement may only be amended or modified in writing. Any controversy or claim arising out of, or from the breach of this Agreement, and not settled by arbitration in accordance with the rules of the International Arbitration Association shall then be governed and construed in accordance with the laws of the Commonwealth of Virginia.

Each signatory of the Agreement warrants his, its or their authority to bind the named person or entity to all the terms, covenants and conditions of this Agreement.

**PRINCIPAL:**

**ECLIPSE FINANCIAL SERVICES, LLC.**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Acknowledgment)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary  
My Commission Expires \_\_\_\_\_

(Corporate Acknowledgment)

COMMONWEALTH OF VIRGINIA  
CITY OF ALEXANDRIA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_, of Eclipse Financial Services, LLC. a Virginia corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, Commonwealth of Virginia

\_\_\_\_\_  
Printed Name of Notary  
My Commission Expires \_\_\_\_\_

(Individual Acknowledgment)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary  
My Commission Expires \_\_\_\_\_