

## COMMERCIAL BUYERS NON-CIRCUMVENTION NON-DISCLOSURE and FEE AGREEMENT

This REAL ESTATE NON-CIRCUMVENTION NON-DISCLOSURE BUYER AGREEMENT, forms a fiduciary relationship with signees and (hereinafter known as the "Agreement") is made between \_\_\_Adonnelle Property Investors, LLC\_\_\_(hereinafter known as the "Consultant"), and \_\_\_\_\_(hereinafter known as the Buyer/Buyer Representative or Buyer) in consideration of the disclosure of **confidential and proprietary information** in connection with the Buyer's desire to purchase, lease or invest in real estate owned or referred by and/or managed by the "Seller" and/or "Seller Representative" and/or offered through Broker/Agent of the Seller effective on this \_\_\_\_\_(hereinafter known as the "Effective Date") until both parties mutually decide to terminate the agreement.

### Article I: The Property/ies and/or Buyer/s

In order to allow the Buyer to properly evaluate a possible acquisition or investment of "Adonnelle Partnership Properties" (hereinafter known as the "Property/ies"), the Broker/Agent of the Seller will furnish the Buyer with confidential and proprietary information. The Buyer shows genuine interest in the Property and understands and acknowledges the sensitive nature of the confidential information. It is the "Broker/Agent/Buyer Representative" that must secure and protect the proprietary information of Off Market Offerings. **Our Buyer/s and their information is proprietary.** The signing of this agreement creates a **permanent non- circumvent agreement with Buyer/s introduced** by Adonnelle Property Investors, LLC and their affiliates or partners. An exemption can be created in writing with the signed agreement of Adonnelle Property Investors, LLC.

### Article II: Confidential Information

A. Definitions. "Confidential Information" refers to all technical, marketing, financial and other business information and material that is confidential and proprietary, whether in oral, written, electronic or other form, and all reports, notes, analyses, studies or other documents which contain or otherwise reflect any such information.

B. Exclusions. Confidential Information does not include information which:

1. was in the Buyer's possession prior to disclosure by the Broker/Agent on behalf of the Seller;
2. is or becomes available to the public through no act or breach of agreement by the buyer;
3. is received by the Buyer through a third party who is not bound by any obligations of confidentiality relating to such information; or
4. has been developed by the Buyer or any third party without any use of, reliance on, or reference to any Confidential Information.

C. Return of Confidential Information. At the conclusion of any negotiation, agreement or transaction relating to the Property, upon termination of this Agreement or at the request of the Seller/Buyer through the "Consultant", the "Broker/Agent" agrees to promptly return or destroy all Confidential Information without retaining any copies thereof or any notes relating thereto.

### Article III: Consent to Share Information

“Broker/Agent” has acknowledged that they have the legal **Permission of the Seller**, whether in writing, contractual or implied through verbal agreement, to share pertinent information regarding the Seller’s property “**Adonelle Partnership Properties**” with Adonelle Property Investors, LLC’s Partners, Investors, and Buyers, who may or may not be licensed, for informational purposes.

### Article IV: Disclosure

- A. We are a group of Real Estate professionals, licensed and unlicensed, acting as only Referral Marketing Consultants and Investors that partner with Brokers, Sellers and Investors to increase wealth opportunities for our Clients and NEVER act as advisors for legal or financial matters. All Clients are encouraged to seek counsel from licensed Legal and Financial professionals.**
- B. Non-Disclosure.** The “Broker/Agent/Buyer Representative” shall not use or disclose Confidential Information for any purpose other than evaluation in regard to a possible acquisition or investment or to any other person or business entity, nor shall the “Broker/Agent/Buyer Representative” permit any third party (employees, officers, directors, agents, consultants or contractors) to do the same. The “Broker/Agent/Buyer Representative” shall not and shall not permit any third party to disclose to any other person or business entity the fact that any discussion or negotiations are taking place with respect to the Property. All parties agree to keep potential transactions and the terms of this Agreement completely confidential.
- C. Representatives.** Confidential Information shall only be disclosed to the “Broker/Agent/Buyer Representative’s” employees, officers, directors, agents, consultants or contractors who need to know such information solely in connection with business opportunities relating to the Property. All such representatives shall be informed by the “Broker/Agent/Seller/Buyer Representative” the confidential nature of the Information and shall be bound by the terms herein.
- D. Compelled Disclosure.** “Broker/Agent/Buyer Representative” may disclose Confidential Information only when acting in compliance with a civil investigative demand, valid court order or other legal obligation, provided that the “Broker/Agent/Buyer Representative” notifies the Seller and “Consultant” of any such request as promptly as feasible.
- E. Non-Circumvention.** No parties may circumvent paying expected commissions and/or Consultant’s Fees after disclosure of protected information with the reasonable expectation of fee payment. All payments are due to participating parties on or before the Closing and Funding of disclosed property/ies transactions shared through this agreement. Failure to do so will result in the offending party paying due commissions/fees and will include, but is not limited to, all legal and court costs and fees utilized to settle the case. The signing of this contract assumes the agreement to all terms therein.

### Article V: Terms, Compensation and Consulting Services

This Agreement and all the terms, conditions and provisions hereof shall survive for a period of one calendar year from the date of the closing of any and each purchase, lease or investment agreement/contract, whether the transaction is successful or unsuccessful, or if the Confidential Information becomes publicly available, whichever occurs first.

**Consultant Compensation will be equal to 3% of the Purchase Price on the Purchase and Sale Agreement as an equitable split between Broker/Agent/Consultants. Consultants are referral Marketing Agents whose Consultant's Fees are not dependent on the closing of the transaction, and after presenting the opportunity and supporting the Buyer through the full completion of the Due Diligence Period and Escrow/EMD has been opened and becomes non-refundable, will be paid from Escrow via wire at the end of the Due Diligence Period. Seller's Broker commissions shall be paid AT CLOSING to ensure the Buyer's needs are well taken care of and the transaction is completed according to State law.**

## **Article VI: General Provisions**

A. *Entire Binding Agreement.* This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may only be amended or modified by a writing signed in advance by the parties. This Agreement is binding upon the successors, assigns and legal representatives of the parties, and protects Confidential Information of any successors or assigns of the Seller.

B. *Remedies.* The "Broker/Agent/Buyer Representative" understands and agrees that failure to perform any and all obligations hereunder or failure to comply with any terms or conditions hereof, could cause the Buyer/Agent irreparable harm for which monetary damages are not adequate compensation. Accordingly, Adonelle Property Investors, LLC "Consultants" shall be entitled to injunctive relief to specifically enforce the terms of this Agreement, in addition to any other remedies available to it at law or in equity.

C. *Accuracy.* Broker/Agent nor the "Consultant" makes no representations or warranties with respect to the accuracy or completeness of the Confidential Information or otherwise under this Agreement, and hereby disclaims all implied warranties. "Broker/Agent/Buyer Representative" agrees not to hold liable Adonelle Property Investors, LLC "Consultant" nor any other representative arising from the use or disclosure of the Confidential Information.

D. *Contact.* Broker/Agent/Seller/Buyer/ Buyer Representative shall not contact any of the Property's employees, suppliers, customers or tenants, nor enter into any discussion with the above-mentioned, at the Property without the express written permission of the Adonelle Property Investors, LLC "Consultant". All correspondence, in any form or format, regarding the "Adonelle Partnership Properties" must occur through Adonelle Property Investors, LLC "Consultant".

E. *Severability.* If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be eliminated or limited to the minimum extent such that the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

F. *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the United States of America with regard to the particular state wherein the property/properties reside, without reference to its choice of law rules and as if wholly performed within the State. Any litigation regarding the interpretation, breach, or enforcement of this Agreement will be filed in and heard by the state or federal courts with jurisdiction to hear such disputes in the State and both parties hereby submit to the jurisdiction of such courts.

G. *Prevailing Party.* If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorneys' fees and other expenses incurred by the prevailing party.

Disclaimer: Adonelle Property Investors, LLC is a group of Real Estate professionals, licensed and unlicensed, acting as Referral Consultants that partner with Brokers, Sellers and Investors to increase wealth opportunities. We are independent referral Consultants and our intent is to abide by all State and Federal Laws, Statutes and Regulations regarding Real Estate Investing and Consulting. Adonelle Property Investors, LLC will never share a client's personal information without permission, written or implied. All Partners and Clients are encouraged to seek the counsel of licensed professionals.



IN WITNESS WHEREOF, the parties hereto understand and agree to the terms and conditions herein and have executed this Agreement as of the dates written below. All signatories hereto acknowledge that they have read the foregoing Agreement, have consulted licensed Law and Financial professionals, agree that the undersigned Consultants have not given any legal or financial advice and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

Buyer Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_ Website: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Buyer Representative Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_ Website: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Consultant Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_ Entity \_\_\_\_\_

Consultant Signature: \_\_\_\_\_ *Alicia D Shepard-Jones* \_\_\_\_\_ Date \_\_\_\_\_

Company Name: \_\_\_\_\_ Adonnelle Property Investors, LLC \_\_\_\_\_

www.adonnellepropertyinvestors.com  
4101 W. Green Oaks Blvd. Ste 305-103 Arlington, TX 76016  
[adonnelle@gmail.com](mailto:adonnelle@gmail.com)  
(833) 227-4477

Disclaimer: Adonnelle Property Investors, LLC is a group of Real Estate professionals, licensed and unlicensed, acting as Referral Consultants that partner with Brokers, Sellers and Investors to increase wealth opportunities. We are independent referral Consultants and our intent is to abide by all State and Federal Laws, Statutes and Regulations regarding Real Estate Investing and Consulting. Adonnelle Property Investors, LLC will never share a client's personal information without permission, written or implied. All Partners and Clients are encouraged to seek the counsel of licensed professionals.

