

**THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.**

**THIS IS AN OFF MARKET MHP OR RV OPPORTUNITY. BROKERS HAVE ONLY RECIEVED NON-BINDING VERBAL AGREEMENTS AND PERMISSIONS FROM SELLER TO BRING OFFERS FORWARD. WITH ALL OFF MARKET OPPORTUNITES WE HAVE NOT VERIFIED ANY OF THE INFORMATION WE ARE SHARING ON BEHALF OF SELLER RELATING TO THE INVESTMENT SALE. FURTHER, WE ADVISE ALL POTENTIAL BUYERS TO SEEK COUNCIL FROM LEGAL AND FINANCIAL ADVISORS.**

This agreement will be between Marcus & Millichap REIS and the person or entity signed below and or any related entity to discuss company information on subject property so the person or entity signed below and or any related entity may be able to review and purchase the potential asset identified as "Off-Market # \_\_\_\_\_ (enter parks ID #) \_\_\_\_\_ (enter month/year) Sale Catalog".

The receipt of which is hereby acknowledged, both parties agree as follows:

All information released by Marcus & Millichap REIS is considered confidential information and will be only used for the review for potential purchase. The receiving party shall in no case discuss or disclose any information to anyone outside of this agreement. If receiving party requires another 3rd party to review the information the receiving party must disclose this in writing to Marcus & Millichap REIS. If any party including 3rd receiving parties breach the terms under this agreement, the original receiving party will be held responsible for such breach. None of the information shall be used for anything other then what is described above.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and the terms and provisions hereof may not be modified or amended except by a signed writing between the Parties.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State that the mobile home community or RV park resides in.

The person or entity signed below and or any related entity also agrees to compensate Marcus & Millichap REIS a commission of Five Percent (5%) from gross sales price should Buyer purchase the mobile home community o r RV Park or portfolio listed above. It is intended that Seller will pay the full commission. The Buyer will only be responsible if Seller refuses to pay anything or if Buyer acquires the property without Brokers being compensated. The LOI &/or PSA will designate who is responsible for the payment on the fee.

This agreement is valid for 12 months from receipt. All information has not been verified and it is up to the buyer to review documents thoroughly once under contract.

**Sign Here:** \_\_\_\_\_

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

**Company Name:**\_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Broker: Marcus & Millichap REIS, Charlotte NC - 1201 S. Tryon St. Suite 1220 Charlotte, NC 28202**