

PRINCIPAL NON-CIRCUMVENT, CONFIDENTIALITY & COMMISSION AGREEMENT

The undersigned Accepting Party and/or its Buyer Entity ("Accepting Party") is interested in obtaining information regarding the property known as: a Las Vegas Resort Property and/or land (the "Property") in order to evaluate the possible acquisition ("Proposed Transaction") of the Property. David Howes, Inc., A Real Estate Firm ("Broker") will not deliver to Accepting Party any information with respect to the Property which may be confidential and/or proprietary in nature unless and until Accepting Party executes and delivers this Principal Non-Circumvent, Confidentiality & Commission Agreement ("Agreement") signed by the Accepting Party's Principal and/or any entity of which it is a principal, officer, associate, joint venture partner, or partner of the company that is the Buying Entity. By executing and delivering this Agreement and accepting the Evaluation Materials, Accepting Party hereby agrees as follows:

- 1. Non-Circumvent.** In consideration of the Broker's disclosure of the Information about the property to the Accepting Party, the Accepting Party will not at any time attempt to deal directly in any manner or circumvent Broker or otherwise exploit the relationship with or attempt to directly contact Owner without express written permission from the Broker.
- 2. Confidentiality.** Any information with respect to the Property (collectively, the "Evaluation Materials") provided to Accepting Party by Owner/Seller (Seller) or Broker and/or any of their respective consultants, agents or employees (collectively, the "Seller Parties") will be used solely for the purpose of evaluating the possible acquisition of the Property by Accepting Party, and will not be used or duplicated for any other purpose. Accepting Party shall keep all Evaluation Materials strictly confidential; provided, however, that such Evaluation Materials may be delivered to such persons or entities who because of their involvement with the Proposed Transaction need to know such information for the purpose of giving advice with respect to, or consummating, the Proposed Transaction (all of whom are collectively referred to as ("Related Parties")); provided, however that any such Related Parties shall be informed by Accepting Party of the confidential nature of such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the Proposed Transaction and in accordance with the terms of this Agreement.
- 3. Return of Evaluation Materials.** If, at any time, Accepting Party elects not to proceed with the Proposed Transaction, or, upon request of Owner's Representative, Accepting Party will promptly deliver to Owner's Representative all Evaluation Materials received by Accepting Party, whether received before or after the date of this Agreement, without retaining copies thereof.
- 4. Brokerage Commissions.** A One Percent (1%) fee shall be due Broker in connection with the sale of each Property acquired and shall be paid by Accepting Party, the Buying Entity and/or Related Parties. Commission shall be paid directly to Broker upon the close of escrow or the sale of the Property; and paid directly to Broker through Escrow. Accepting Party hereby acknowledges that it is a principal or an investment advisor acting in a fiduciary capacity on behalf of a principal or the buyer entity, in connection with the possible acquisitions of the Property; and Accepting Party hereby agrees that it will not look to the Seller or Seller's representative for any commission, fees or other compensation in connection with the sale of the Property. Accepting Party represents to Seller and Seller's Parties that it has not had any discussion regarding the Property with any other broker or agent other than Broker representing the Owner's (Seller's) Interest; and Accepting Party will be responsible for any and all commissions, fees or other compensation claimed by any other broker or other parties claiming to have had dealings with Accepting Party in connection with the sale of the Property.
- 5. No Disclosure.** Accepting Party shall not; (i) disclose the fact that discussions are taking place concerning the possible acquisition of the Property or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Property with any other person or entity, except for Owner and Broker, except as may be expressly permitted elsewhere in this Agreement and, only in strict accordance with the provisions hereof.
- 6. No Representations by Seller Parties.** None of Seller Parties make any representations or warranties as to the accuracy or completeness of the Evaluation Materials or those actual results will conform to any projections contained therein. Owner, Owner's Representative and Broker expressly disclaim any and all liability for representation or warranties, express or implied, contained in the Evaluation Materials, or in any other written, oral or other communications transmitted or made available to Accepting Party by Seller Parties, including, without limitation, computer disks containing files with financial data or projections.
- 7. No Obligation.** Owner is under no legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this Agreement, the delivery of any Evaluation Materials, any discussions concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto.
- 8.** Accepting Party hereby agrees to indemnify and hold harmless each of the Seller Parties against any and all costs, loss, liability, including attorney's fees, arising from any breach of Accepting Party's obligations under this Agreement. The undersigned warrants that they have the authority to execute this Agreement which shall be interpreted according to the Laws of the State of Nevada.

ACCEPTED AND AGREED TO: THIS _____ DAY OF _____, 2016

Accepting Party: _____	Broker: <u>David Howes, INC.</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: <u>David Howes</u>
Title: _____	Title: <u>Real Estate Broker</u>
Address: _____	Address: <u>401 N Buffalo Drive #202</u>
City, State, Zip: _____	City, State, Zip: <u>Las Vegas, NV 89145</u>
Phone: _____	Phone: <u>702-501-9388 - Skype: david.howes56</u>