



NC - NDA AGREEMENT

THE PARTIES

This Non-Circumvention, Non-Disclosure Agreement (hereinafter known as "Agreement") is effective as of _____ (hereinafter known as "Effective Date"). This Agreement is between Joseph King, co-founder of Revival Brothers, LLC, (hereinafter known as "RB"), and _____, an authorized representative of _____, (hereinafter known as "Client"). Throughout this Agreement with all Exhibits and Addendums, both Client and RB shall be referred to as "Parties."

CLIENT

Full Name: _____
Company: _____
Title: _____
Street, Suite: _____
City: _____
State: _____
Zip: _____
Phone: _____
Email: _____

RB

Full Name: Joseph King
Company: Revival Brothers LLC
Title: President. Co-founder
Street: 16-B Journey, Suite 100
City: Aliso Viejo
State: CA
Zip: 92656
Phone: 949-891-0336
Email: jking@revivalbrothers.com

THE PURPOSE

The undersigned are mutually desirous of doing business with respect to business opportunities, investments, or buying and selling of real estate assets including but not limited to REO's, Non-Performing Notes, Re-Performing Notes, Performing Notes, Note Partial, Rentals, Rehabs, Multi-Unit, Commercial, Hotels, and any other related products and services in cooperation with one another and with third parties for the mutual benefit of all which the undersigned Parties hereto consider highly confidential and proprietary. The Parties agree that the information exchanged among the signatories in the course of doing business, as well as the documents which will be generated subsequent to the execution of this Agreement, including but not limited to REO, Non Performing and Performing loan Tapes, letters of intent, purchase agreements, full corporate offers, proof of funds letters, contract terms and conditions, banking details or pre-advised payment instruments, and any information contained in such documents, will not be passed, under any circumstance, to another intermediary, broker, trader or any other company or private person who is not an end buyer or supplier, without the prior specific written consent of the Parties.





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This Agreement shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, nominees, representatives, successors, clients and assigns jointly, severally, mutually and reciprocally for the term of and to the performance of the terms and conditions expressly stated and agreed to below. Furthermore, whenever this Agreement shall be referenced in any subsequent document(s) or written agreement(s), the terms and conditions of this Agreement shall apply as noted and shall further extend to any exchange of information, written, oral or in any other form, involving financial data, personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, rollover amendment, renegotiations or new Agreement that are in any way a component, of what shall hereinafter be referred to as, 'The Project' or 'The Transaction' for the purchase of the subject commodities, products, and/or equipment.

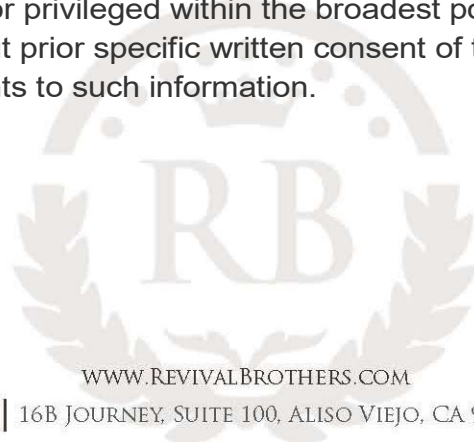
NOW, THEREFORE, IT IS MUTUALLY AGREED

AGREEMENT NOT TO DEAL WITHOUT CONSENT

The Parties hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other's interest, or the interest or relationship between the Parties, by means of any procedures, sellers, buyers, consultants, dealers, distributors, financial instructions, or any other related confidential source for the purpose of changing, increasing or avoiding, directly or indirectly, payments of established or to be established fees, commissions, or the continuance of pre-established relationships, or to intervene in un-contracted relationships with sellers, buyers, intermediaries, entrepreneurs, legal counsel, or to initiate any buy/sell or any transactional relationship that by-passes one of the Parties in favor of any other individual or entity, in connection with the subject Transaction or Project or any related future Transaction or Project.

AGREEMENT NOT TO DISCLOSE

The Parties irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to any unauthorized individual or entity any confidential information provided by one Party to another, including but not limited to contract terms, fees, financial agreements, schedules and information concerning the identity of sellers, buyers, lenders, borrowers, consultants, or the representatives of any of the above, as well as names, addresses, principals or telex/fax/telephone numbers, references to the REO/NPN/PN and/or any other information deemed confidential or privileged within the broadest possible scope of The Project or The Transaction without prior specific written consent of the Party or parties generating or with proprietary rights to such information.



RELATIONSHIPS AND PREVIOUS RELATIONSHIPS

If either Party has already established a previous relationship with the parties to a transaction or the contact introduced in the specific transaction, the Party with the previous relationship or transaction will immediately notify the other Party by email or fax outlining the prior relationship and, in that specific case, the Party with the previous relationship or transaction will be exempt from the non-circumvention clause of this Agreement. The other Party reserves its abilities and rights to dispute the existence of a prior relationship. Furthermore, the Parties agree that this Agreement shall not be construed to impede the development of normal day to day business relationships regardless of the existence of a pre-existing relationship on the part of either Party, such as, other direct sellers of REO portfolios and notes, including but not limited to, lenders and other mortgage brokers.

AGREEMENT TO HONOR COMMISSIONS

Commissions, fees, compensation or remuneration to be paid as part of The Transaction or The Project anticipated by this Agreement shall be agreed upon by separate written Agreement of The Parties concerned and shall be paid at the time and in the manner designated in such separate Agreement unless otherwise agreed among the affected Parties.

All Parties hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration arrangements made as part of a commission transaction, even if an individual Party is not an integral component of and/or a signatory to a specific commission, fee or remuneration agreement.

AGREEMENT TO INFORM

In the specific situation where a Party acting as an agent of the buyer allows the buyer or the buyer's representative and the seller to deal directly with one another, said agent shall be informed of the subsequent development of all transactions between the buyer or the buyer's representative, and shall be provided timely copies of all pertinent developmental and/or transactional correspondence and documentation relative thereto by the buyer or the buyer's representative and/or the seller.

CONTRACTS AFTER AGREEMENT TERM

Both Parties agree not to make contact with, solicit deal with, or otherwise be involved in any transaction(s) with regard to source, contact, trust, client, strategic partner and/or other entity that the other Party introduces to or discusses with the other Party for a period of 18 months after the termination of this Agreement.

INJUNCTIVE RELIEF AND PENALTIES

The Parties agree that in the event there is a violation of this Agreement, the Non -Violating Party is entitled to injunctive relief. Furthermore, any violation of this Agreement is enforceable



N C - N D A A G R E E M E N T

by a penalty of 200% of actual damages per incident and such penalty shall apply to any and all subsequent transactions with that source, contact, trust, client, strategic partner and/or other entity. This penalty shall survive the term of this Agreement and all extensions or rollovers.

TERM

This Agreement shall be valid for Two (2) years commencing from the date of this Agreement. This Agreement may be renewed for a further period of Two (2) years, subject to and upon the terms and conditions agreed between and among the signatories.

This Agreement shall apply to:

- All transactions originated during the term of this Agreement.
- All subsequent transactions that are follow up, repeat or extended transactions or renegotiation(s) of transactions originated during the term of this Agreement.

ARBITRATION

All disputes arising out of or in connection with this Agreement shall be finally settled under the rules of arbitration of the 'State of California' by one or more ' Arbitrators' appointed in accordance with said rules. All such arbitration awards shall be binding on all Parties and enforceable at law.

The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse, by or through any other means, insofar as such waiver can validly be made.

Each of The Parties named in an Arbitration proceeding and/or required to appear under such a proceeding, unless otherwise agreed, shall be responsible for its own legal expenses. The prior sentence notwithstanding, any Party adjudged by the Arbitrator to be in material breach of this Agreement shall compensate in full the aggrieved Party, its heirs, assignees and/or assigns, for the total remuneration received as a result of business conducted with The Parties covered by this Agreement, plus, subject to the determination of the Arbitrator, all its arbitration costs, legal expenses and other charges and damages incurred relative to its dealings with banks, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the aggrieved Party, notwithstanding any other provisions of the award.

FORCE MAJEURE

A Party shall not be considered or adjudged to be in violation of this Agreement when the violation is due to circumstances beyond its reasonable control, including but not limited to Acts of God, natural disasters, civil disturbances, war, fires, floods, strikes and failures of third parties to perform their obligations to either Party. As a condition to the claim of non-liability, the Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.



NC-NDA AGREEMENT

ENTITIES OWNED OR CONTROLLED

This Agreement shall be binding upon all entities owned or controlled by a party and upon the principal(s), employee(s), assignee(s), family and heirs of each party. Neither Party shall have the right to assign his Agreement without the express written consent of the other.

AGREEMENT NOT TO CIRCUMVENT

The Parties agree not to circumvent or attempt to circumvent this Agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of The Parties with the full knowledge and acquiescence of all necessary Parties, whether or not such fees, commissions remunerations or considerations gained through circumvention would otherwise be deemed the rightful property of any one or several of The Parties.

NOT PARTNERSHIP AGREEMENT

This Agreement in no way shall be construed as being an agreement of partnership and none of The Parties shall have any claim against any separate dealing, venture or assets of any other party, nor shall any party be liable for the separate and independent actions of any other.

SEVERABILITY

If a court or arbitrator finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties. This Agreement will be governed by and construed in accordance with the laws of the State of California.

TRANSMISSION OF THIS AGREEMENT

Any accurate and legally binding version of this Agreement accurately transmitted through MSN Messenger or any similar programs, as well as facsimile or email programs, shall be deemed an equivalent, original, legal, and binding version of this Agreement.





NC - NDA AGREEMENT

AGREE AND ATTESTED

Each representative signature below guarantees that he/she is duly empowered by his/her, respectively named Company to enter into and be bound by the commitments and obligations contained herein either as an individual, corporate body or on behalf of a corporate body.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Circumvent Non - Disclosure Agreement to be executed by their authorized officers on the date indicated below.

Revival Brothers, LLC

Full Name: _____
Title: _____
Date: _____

Full Name: Joseph King
Title: President, Co-founder
Date: _____

X

Authorized Signiture
Company Representative

X

RB Authorized Signiture
Company Representative




REVIVAL RB BROTHERS
INVESTORS QUESTIONNAIRE

The Purpose:

This Questionnaire is to be completed by each person who desires to access the Revival Brothers Trade Desk, herein known as (RBTD). This material does not constitute an offer to sell, nor is it a solicitation of an offer to buy any securities. The purpose of this Questionnaire is to determine individual needs such as deal flow, liquidity, regions of interest, assets of interest, experience, etc., all very helpful in catering to individual investor needs. RBTD's goal is to bring buyers and sellers together in a more meaningful way.

What we Provide:

Revival Brothers provides Trade Desk resources and services not found anywhere else. We develop individual investor profiles and look for assets that meet your needs. By signing our NDA and Investor Questionnaire, you have completed our pre-vetting process and will receive tapes catered to your needs as you outline below. This service is free to you and the more accurate you are with what you want the more we can deliver the product you are looking for. We have access to something for everyone, from small individual acquisitions to large tape trades for funds and institutions. Within every Tape released, and as a courtesy, RBTD provides tools and resources to help investors filter through information more efficiently. RBTD also provides the raw data as it came from the seller for convenience, cross checking, and manipulation. It is the responsibility of each Investor to check all calculations and run their due diligence accordingly. It goes without saying, always trust but verify before purchasing any asset from anyone.

Investor Questions

All answers herein will be kept confidential.

1. Are you interested in Buying or Selling assets? (CHECK ALL THAT APPLY)

- Buying
- Selling

2. Are you interested in acquiring Notes?

- No
- Yes (CHECK ALL THAT APPLY BELOW)

Loan Status

- 1st Position
- 2nd Position
- Performing
- Non-performing
- Sub-performing

Loan Type

- QM (Qualified Mortgages)
- NQM (Non-Qualified Mortgages)
- Scratch & Dent
- CFD's
- Lease Options
- Large Pools
- Bridge Loans (short term)


REVIVAL RB BROTHERS
INVESTORS QUESTIONNAIRE

Are you Interested in acquiring REO?

- Yes
- No

Are you Interested in acquiring RENTALS?

- Yes
- No

3. What type of real estate are you looking to acquire?

- Residential Single Family
- Residential Multi-Family / Commercial
- Commercial

4. Check all states of interest

- All States
- Select by State
 - AK AL AR AZ CA CO CT DE DC FL GA HI
 - IA ID IL IN KS KY LA MA ME MD MI MN
 - MO MS MT NC ND NE NH NJ NM NV NY OH
 - OK OR PA RI SC SD TN TX UT VA VT WA
 - WI WV WY

5. How do you fund your investments?

- Private Capital
- Self-Directed IRA \ Retirement Funds
- OPM (other people's money)

6. Are you an Active or Passive Investor?

- Active
- Passive
- Both

7. Are you interested in Joint Ventures?

- Yes
- No




REVIVAL RB BROTHERS
INVESTORS QUESTIONNAIRE

8. Do you own a copy of IPA (Ideal Property Analyzer)?

- Yes
- No

9. How would you classify yourself and/or Company?

- I am a Qualified Purchaser:
 - *I own investments valued at 5 million or more.*
- I am an Accredited Investor: I qualify under one of three categories below
 - 1) *I have made \$200,000 or more annually for the past two out of three years.*
 - 2) *I have a significant other, we have made \$300,000 or more annually for the past two out of three years.*
 - 3) *I have a net worth of over \$1 million, excluding my primary residence.*
- I am a Sophisticated Investor:
 - *I have sufficient knowledge and experience in financial and business matters, and I can evaluate the merits and risks of the prospective investments against my net worth.*
- I am a Non-Accredited Investor:
 - *I am an investor who does not meet the income or net worth requirements set out by the Securities and Exchange Commission (SEC) and have little knowledge and experience in financial and business matters. I have restrictions on how much I can invest over a 12 month period based on my net worth and income.*

Acknowledgement

I _____ certify that to the best of my knowledge, The information provided in this document is correct and reflects my needs and experience as an investor of residential or commercial Notes and/or REO provided through the Revival Brothers Trade desk.

Full Name: _____

Title: _____

Date: _____

X

Authorized Signiture
Company Representative



SIGNED AGREEMENTS

By Signing the Revival Brothers NDA and Questionnaire, you will be placed on our preferred buyer's list and will receive tapes that are specific to your investment needs as they are released. We look forward to working with you.

The completed and signed documents can be returned via email or mail.

EMAIL

Scan document and email to:

Address: jking@revivalbrothers.com

Subject: Completed NDA

MAIL

Send completed documents to:

Revival Brothers LLC

President. Co-founder

16-B Journey, Suite 100

Aliso Viejo, CA 92656

Attn: NDA Processing

If you have any questions please do not hesitate to contact us at: (949) 891-0340

Happy Investing,

Revival Brothers Team

