

MARKETING AND REFERRAL AGREEMENT

This Marketing and Referral Agreement (this “*Agreement*”) is made effective as of , 2014 (the “*Effective Date*”), by and between Gratus Partners LLC, a Texas limited liability company (the “*Company*”), and the undersigned (“*Referring Party*”).

In consideration of the mutual promises and covenants hereinafter contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Engagement

1.1 Subject to the terms and conditions of this Agreement, Referring Party may from time to time refer to the Company potential real property and/or mortgage related assets for sale, asset and other property buyers, potential client opportunities for the Company, and/or potential new opportunities with existing clients of the Company (collectively, each a “*Potential Opportunity*”), such activities (the “*Activities*”) to be conducted in compliance with applicable laws and regulations. Referring Party shall notify the Company in writing of, and register with the Company, each Potential Opportunity in the manner specified by the Company (once registered, a “*Registered Opportunity*”). The Company may decline to register a Potential Opportunity for any reason or approve a Potential Opportunity subject to an adjustment (upwards or downwards) in the applicable Fee (as defined below) where other agents are involved with the Potential Opportunity or where the circumstances otherwise require or necessitate such adjustment in the Company’s discretion. If the Company declines, for any reason, to register a Potential Opportunity, the Company shall have no obligation (including payment obligations) to Referring Party under this Agreement or otherwise with respect to such Potential Opportunity, even if the Company closes or facilitates the closing of a transaction regarding such Potential Opportunity.

1.2 The Company, in its sole discretion, shall have the right to discuss, disclose, market, and/or source a Registered Opportunity to potential third party buyers identified by the Company (collectively, “*Potential Buyers*”) and other parties.

1.3 If a referral of a Registered Opportunity is disputed among one or more agents, finders, or other persons or entities, including Referring Party, the Company shall determine, and hereby is granted authority to determine, in its sole discretion, which party is entitled to compensation (including a Fees), if any, with respect to such Registered Opportunity and the amount of such compensation.

2. Compensation and Payment

2.1 Any fees payable by the Company to Referring Party hereunder shall be payable in accordance with *Schedule 1* attached hereto and incorporated herein (the “*Fees*”).

2.2 Referring Party acknowledges and agrees that the Fees, if any, are the only compensation Referring Party shall receive in connection with the Activities and that all goodwill and benefit derived from the Activities shall inure to the sole benefit of the Company.

2.3 Notwithstanding anything herein to the contrary, Referring Party acknowledges and agrees that its receipt of a Fee, if any, is conditioned fully on the Company receiving a commission or other fee in immediately available funds (the “*Specified Amount*”) for its services or activities related to a Closing (as defined below), and that unless and until the Company receives the Specified Amount, no Fee shall be due or payable to Referring Party hereunder; further, this Agreement shall not obligate the Company or its representatives or affiliates to take legal or other remedial action against any person or entity for non-payment to the Company of a Specified Amount or for any failure to, or delay in, effecting a Closing. Referring Party acknowledges and agrees that the Company may, as required by the nature of a specific transaction involving a Registered Opportunity or applicable law or regulation, contract with and use local area or other professionals in connection with the consummation of such transaction, including licensed real estate and mortgage brokers located within and licensed by the jurisdiction in which the assets subject to a Registered Opportunity are situated, and that fees and other payments to such persons or entities may be, wholly or partially, in the Company’s discretion, deducted from the Fees payable to Referring Party hereunder. This Agreement may be assigned by the Company as necessary to effect the matters contemplated by the immediately preceding sentence. Referring Party irrevocably covenants not to sue or institute proceedings against the Company, its representatives or affiliates in connection with the matters set forth in this paragraph. No Fees shall be payable to Referring Party if Referring Party has breached this Agreement.

3. Term and Termination

3.1 The initial term of this Agreement shall be for a period of one (1) year commencing on the Effective Date, and shall be renewed thereafter automatically on a month-to-month basis, unless sooner terminated as hereinafter provided, subject to and upon the conditions specified herein (the “*Term*”).

3.2 The Company may terminate this Agreement at any time during the Term upon five (5) days’ prior notice to Referring Party. Upon any termination of this Agreement, (a) the parties hereto shall prepare a list of each of Referring Party’s Registered Opportunities for which a Definitive Agreement (as defined below) for such Registered Opportunity has been entered into by a Potential Buyer and a Seller (the “*Wind Down Opportunities*”) (which list shall be agreed to and signed by each party hereto and shall control any and all claims for Fees after the termination of this Agreement) and (b) Referring Party shall be entitled to Fees, if any, only with respect to the closing and funding of Wind Down Opportunities (and for no other Registered Opportunities or other matters), such Fees to be payable as provided in Section 2 and only as long as the purchase and sale transaction for each such Wind Down Opportunity closes and funds within six (6) months of the date of such termination of this Agreement.

4. No Delegation of Authority; Non-Exclusivity

4.1 Referring Party understands, acknowledges, and agrees that Referring Party shall have no authority to enter into any agreements, obligations, or commitments (collectively, the “*Non-Authorized Obligations*”) on the Company’s or its affiliates’ behalf, or to negotiate the terms of any Definitive Agreement or other documentation related to a Registered Opportunity. Referring Party hereby agrees to indemnify, defend, and hold the Company and its affiliates, and their members, managers, officers, directors, shareholders, partners, representatives, and agents,

harmless from and against any claims, actions, lawsuits, damages, awards, or judgments arising out of any Non-Authorized Obligations undertaken by Referring Party or Referring Party's breach of any provision hereof.

4.2 This agreement is non-exclusive to Referring Party and the Company. The Referring Party acknowledges and agrees that the Company may enter into other agreements similar to this Agreement with other parties and that Referring Party shall have no rights under such agreements or to any fees for matters referred to the Company by other parties or identified by the Company.

5. Independent Contractor Relationship. Referring Party and the Company expressly intend and agree that no employment, partnership, or joint venture relationship is created by this Agreement, and Referring Party hereby agrees as follows: (a) neither Referring Party nor anyone employed by or acting for or on behalf of Referring Party shall ever be construed as an employee of the Company, and the Company shall not be liable for employment taxes respecting Referring Party or any employee of Referring Party; (b) Referring Party shall not make any commitment or incur any charge or expense in the name of the Company without the prior written approval of the Company; (c) Referring Party expressly acknowledges and agrees that except to the extent expressly provided herein, neither Referring Party nor anyone employed by or acting on behalf of Referring Party shall receive or be entitled to any consideration, compensation, or benefits of any kind from the Company.

6. Confidentiality.

6.1 In addition to the obligations in any separate non-disclosure or confidentiality agreement entered into between the parties hereto, in connection with the performance of this Agreement, the Company and the Referring Party may disclose certain information to one another. All such disclosures of information shall be deemed non-confidential by the receiving party unless such information pertains to the disclosing party or its business or contacts (including potential buyers and sellers of assets) and satisfies all of the following requirements ("***Confidential Information***"): (i) such information is in written or graphic form; (ii) such information is owned or controlled by the disclosing party; and (iii) such information was not previously published or disclosed to other persons without restrictions. Company and the Referring Party each agree not to use, other than for purposes related to this Agreement, or disclose to third parties (except to affiliates and representatives of each such party in connection with such party's performance of this Agreement), any Confidential Information, in each case, during the Term and for a period of two (2) years thereafter; provided the confidentiality obligations hereunder shall continue with respect to trade secrets of a party for so long the information constitutes a trade secret of the party. Notwithstanding anything in the foregoing to the contrary, the following information shall not constitute "***Confidential Information***" hereunder, and neither party shall have any obligation under this Section 6.1 with respect thereto: (w) information already in the possession of the receiving party at the time of disclosure hereunder; (y) information that is independently developed by the receiving party; (z) information that becomes lawfully known or available to the receiving party from another source without breach of this Agreement; or (z) information that becomes publicly available without a breach of this Agreement by the receiving party. The standard of care for protecting Confidential Information shall be that standard of care used by the receiving party

to prevent the disclosure, publication or dissemination of its own information of a similar character.

6.2 Notwithstanding anything contained herein to the contrary, neither party hereto may issue, make, or release any written, oral, electronic, or other press release, advertisement, promotional material, announcement, or other statement in any medium disclosing or relating to this Agreement, the terms of this Agreement, or any of the transactions consummated or contemplated hereunder, without the other party's prior written consent, which consent may be given or withheld by such other party in its sole discretion.

7. Miscellaneous.

7.1 **Definitions.** The term "*business day*" means a day other than a Saturday, Sunday, or other day on which commercial banks in the State of Texas are authorized or required to close. The term "*Definitive Agreement*" means, with respect to a Registered Opportunity, a final written definitive agreement, between or among a Potential Buyer and the applicable Seller, regarding the purchase and sale of the assets subject to such Registered Opportunity, such agreement to include a scheduled closing.

7.2 **Entire Agreement.** This Agreement constitutes the sole and entire understanding between the parties hereto with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This Agreement supersedes all prior communications or agreements written or oral, and is intended as a complete and exclusive statement of the terms of the Agreement between the parties.

7.3 **Notice.** Any notice or other communication between the parties hereto under this Agreement shall be in writing and, except as otherwise provided by this Agreement, shall be delivered in person or sent by reputable commercial delivery service, by certified mail, postage prepaid and with return receipt requested, or by facsimile or electronic mail to the address or facsimile number, as applicable, specified on the signature pages to this Agreement. Notices delivered in person or by delivery service shall be deemed communicated as of delivery, by mail shall be deemed communicated as of 10:00 a.m. on the second business day after mailing, and by facsimile or electronic mail shall be deemed communicated as of receipt by the sender of confirmation of transmission. Each party hereto may change its address or facsimile number for notice by notice given to the other party in accordance with this Section 7.3.

7.4 **Representations, Warranties, Covenants, and Other Agreements.** Referring Party represents, warrants, and covenants to the Company that at the Effective Date and continuing for the Term that neither the execution and delivery of this Agreement, nor the Activities contemplated hereby, violate or will violate the provisions of, or any obligations of Referring Party under, any agreements, registrations, laws, or licenses applicable to Referring Party or to which Referring Party is a party or by which it is bound. If Referring Party is a corporation, limited liability company, partnership, or other entity, the person executing this Agreement on behalf of Referring Party hereby represents and warrants that Referring Party is duly formed or duly qualified and that the person executing this Agreement on behalf of Referring Party is duly authorized to execute, acknowledge, and deliver the Agreement to the Company. Referring Party represents and warrants to the Company that this Agreement, and the obligations of Referring

Party hereunder, are fully enforceable against Referring Party. Referring Party acknowledges and agrees that no other person or entity has, or will have, standing to require satisfaction of the Company's obligations hereunder. Referring Party agrees that, with respect to Referring Party, there are no third party beneficiaries, intended, implied, or otherwise, of this Agreement.

7.5 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never constituted a part of this Agreement, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

7.6 **Waiver.** The waiver by the Company of any breach by Referring Party of any provision of this Agreement shall be in writing and signed by the Company and shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision hereof.

7.7 **Certain Damages.** Under no circumstances shall the Company be liable for any indirect, incidental, economic, special, punitive, or consequential, damages, whether for breach of contract, negligence, or under any other cause of action, that result from or relate to this Agreement or the relationship or the conduct of business contemplated herein.

7.8 **Assignment; Successors.** Referring Party may not assign this Agreement without the prior express written consent of the Company. Except as otherwise expressly provided in this Agreement, the obligations under this Agreement shall bind and benefit the heirs, successors, and permitted assigns, as applicable, of the parties hereto.

7.9 **Governing Law.** The laws of the State of Texas shall govern this Agreement without giving effect to the choice of law provisions thereof. Referring Party agrees to submit to the jurisdiction of the state or federal courts of Texas.

7.10 **Interpretation.** Use of "*herein*," "*hereof*," "*hereby*" or similar terms refer to this Agreement as a whole, and the word "*including*" shall be construed as "*including without limitation*." The reference to any gender shall be construed to include the masculine, feminine and neuter. The captions in this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement. References to Sections are to sections of this Agreement.

7.11 **Counterparts.** This Agreement may be executed in counterparts. Faxed or portable document format (.pdf) copies of the manually executed signature pages to this Agreement will be fully binding and enforceable without the need for the delivery of the manually executed signature pages.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused the Agreement to be executed by its duly authorized representative as of the date first set forth above.

COMPANY:

GRATUS PARTNERS LLC

By: _____

Name: Jeff Howard

Title: President

Address: 5900 South Lake Forest Dr., Ste. 300
McKinney, Texas 75070

Phone: 972-989-1812

Email: jhoward@gratusteam.com

REFERRING PARTY:

(If an Individual)

(Signature)

(Printed Name)

(If an Entity)

(Name of Entity)

(Signature of Authorized Person)

(Printed Name and Title of Authorized Person)

(For Individual and Entity)

Address:

Email:

Phone:

Facsimile:

Schedule 1
Fees

1. **Fees.** Subject to the provisions of this Agreement, in connection with a closing of the purchase by a Company Buyer of the asset or assets subject to a Registered Opportunity (a “*Closing*”), a Fee shall be payable to Referring Party by the Company in the amount of _____% of [the cash proceeds actually received by the Company at such Closing, less all of the Company’s and its affiliates’ costs and expenses relating to such transaction and Closing] [OR] [the gross purchase price for the asset or assets purchased at such Closing.]

2. **Timing of Payment.** Each Fee, if any, will be payable by the Company to Referring Party in accordance with the preceding paragraph, at the Company’s option, (i) on the fifth (5th) business day following (A) the date of the applicable Closing or, (B) if later, the date on which the Company actually receives cash proceeds related to such Closing, or (ii) on the fifteenth (15th) day of each calendar month following the month in which a Closing or Closings occur.