

AGREEMENT TO PROVIDE ADMINISTRATIVE AND NEGOTIATION SERVICES

This Agreement made this (Today's Date) day of (Month), 20__, by and between _____ (name of all customers), (h&w) hereinafter known as "CUSTOMER", who is also known as the legal title holder of the subject real property, and **Executive Private Investment Funding Company LLC**, a Nevada Limited Liability Company, **Kenneth D. Perkins**, managing member, (an unmarried man), hereinafter known as "PRINCIPAL" or "AGENT", and or its assigns;

This Agreement is intended to be a legally binding agreement. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. PLEASE READ IT CAREFULLY. If you desire legal or tax advice, please consult your attorney or CPA.

PREMISE: The parties understand and agree that AGENT by this Agreement shall provide CUSTOMER professional services, which may include acting as a PRINCIPAL in the intended purchase thereof, specific to the premises described as follows (full address, city, state, zip) which legal description is described as: Lot (full lot # and legal description), MCR: (MCR #) Assessor No: xxx-xx-xxx. CUSTOMER, desiring that AGENT provide the professional services so defined herein, agrees and shall pay AGENT **service fees** under the following terms and conditions: _____

1. **MORTGAGE LIENS OF RECORD:** The parties understand, acknowledge, and agree that subject property is secured by a senior position Note and Deed of Trust held by (full name of 1st Mtg. Company), account number (1st Mtg. Acct. #), and a junior position Note and Deed of Trust held by (same data for 2nd Mtg), account number (Acct #). The CUSTOMER is in default of said defined mortgage lien(s) and acknowledges that the beneficiary thereof has initiated a foreclosure procedure to protect its interest in said mortgage. CUSTOMER understands that being in default of said lien subjects CUSTOMER to forfeiture of all of Customer's beneficial, legal and equitable interests in subject property that secures said lien. _____

A. **ACKNOWLEDGEMENT BY CUSTOMER OF ABSENCE OF EQUITY IN REAL PROPERTY:** By its signature herein CUSTOMER acknowledges that the sum total of customer's liens of record, including, but not limited to the net sum of his/their mortgage lien arrearages, and which may include property tax arrearages, existing mortgage lien prepayment penalties, and other recorded liens against the hereinabove defined real property is either equal to or exceeds the customer's accepted acknowledgement of current market value of said real property. As a result thereof, customer herein acknowledges a complete absence of equity in subject defined real property. _____

2. **ACKNOWLEDGEMENT BY CUSTOMER OF COMPLETE UNDERSTANDING OF INTENDED RESULTS OF SERVICES PROVIDED BY AGENT:** Customer understands that Principal/Agent shall attempt to acquire subject property from customer, or shall assign its interest in any purchase agreement with customer to another investor, at a purchase price solely deemed acceptable to Principal/Agent and or its assigns. That the result of said purchase agreement shall be the transfer of legal and equitable title to Principal/Agent and or its assigns at closing, and that any post closing tenancy relationship between customer and the then new title holder shall be wholly separate from this Agreement and any other agreement between customer and Principal/Agent. Customer further acknowledges that there are NO GUARANTEES as to the success of any negotiations that take place between Principal/Agent and any of the mortgage liens holders so named in Section 1 herein. _____

3. **TERMS AND CONDITIONS OF THIS AGREEMENT TO PROVIDE DEFINED SERVICES:**

A. **CUSTOMER to AGENT:** By its signature herein CUSTOMER agrees to perform the following tasks and provide the following information, all as may be requested and/or required by AGENT specific to the above-defined real property and Lender(s) of record; _____

- Provide Agent with copies of last four weeks of pay stubs for each debtor;
- Provide Agent with copies of last two years W-2's (if applicable) and or Federal Tax Returns;
- Provide Agent with copies of last two months bank statements (checking and savings);
- Provide Agent with an original, truthful hardship letter in requisite form and content;
- Sign all requisite Mortgage Lender short sale documentation, including all HUD Forms;
- Sign all requisite authorization forms for AGENT (e.g., Lender(s), Trustee, HOA, Insurance);
- Provide AGENT reasonable access to subject property as requested (e.g., Appraisals, Inspections, etc.);
- To maintain the property in a safe and habitable condition throughout continued occupancy;
- Pay Agent all service fees described in this Agreement.

B. **AGENT to CUSTOMER:** By its signature herein AGENT agrees to perform the following tasks and provide the following information, all on behalf of and as herein requested and agreed to by CUSTOMER specific to the above-defined real property and Lender(s) of record; _____

- Compile and package all requisite data for the Lender(s) of record from Customer;
- Provide weekly file status reports for Customer (via fax, e mail, phone, US Mail 1st Class, etc.);
- Deliver all requisite data for the Lender(s) of record to commence a Short Sale Procedure;
- Secure investor funding on behalf of Customer to complete the Short Sale transaction;
- Engage in negotiations for a Short Sale payoff/lien release on behalf of Customer and Investor;
- Coordinate and manage all parties to the Short Sale procedure to close of escrow;
- Evidence all final closing documentation to Customer in hard copy format;
- Address post closing occupancy options with Customer throughout the Short Sale Procedure;
- Secure all final post closing occupancy agreements between Customer and Investor;

C. **INSPECTION:** Principal/Agent shall inspect the property prior to Principal signing this Agreement. Should Principal, resulting from said inspection, accept the property in the then AS IS condition, Principal shall agree to perform its responsibilities as defined herein on behalf of Customer to the best of Principal/Agent's professional abilities. By its initials herein, Principal accepts subject property in "AS IS" condition. Date of inspection: ___/___/07 ___

D. **SHORT SALE vs. MORTGAGE ASSIGNMENT AUTHORIZATION:** By its signature(s) herein CUSTOMER acknowledges and authorizes that AGENT may and shall engage in communications, correspondence, and negotiations with the defined Lender(s) of record, regarding subject property, for either a "Short Sale" (e.g., short payoff of exiting mortgage or other liens) of the respective property or for the "Acquisition of the Beneficial Interest of the Mortgage(s)" of record that are secured by the respective property (as defined in Section 1 herein). In either instance, the intent of all parties herein is for AGENT, or its assigns, to ultimately acquire subject property from Customer as defined in Section 2 herein. Should AGENT ultimately secure an acceptable agreement with the Lender(s) of record to acquire the beneficial interest of the mortgage lien(s) of record, Customer agrees and shall continue with the sale of the property and transfer of legal title to AGENT, and or its assigns, under the terms and conditions of any purchase agreement between the parties. _____

E. **NO GUARANTEES:** The parties hereto understand and agree that AGENT cannot and does not guarantee any results from Agent's professional efforts provided herein on behalf of Customer. The Lender(s) of record is/are not obligated to cooperate with Agent in the Short Sale process and/or procedure, nor is the Lender(s) required to accept a short payoff of its lien interest secured by subject property, nor is the Lender(s) required to engage in negotiations for the assignment of their beneficial interest in the mortgage lien(s) secured by subject property. Furthermore, Customer understands and agrees that Agent's investor is not obligated to accept a Short Sale or Beneficial Assignment demand from the Lender(s) of record that it determines does not meet its minimum investment requisites and/or is not in its best interest.

F. **BREACH OF THIS AGREEMENT BY CUSTOMER:** Failure to comply with any of the provisions of this Agreement by CUSTOMER shall represent a material breach of this Agreement and subject CUSTOMER to immediate termination of this Agreement by AGENT. In the event of a breach by CUSTOMER there shall be no provision whatsoever for refund, rebate, and or reimbursement of any kind or sum of any fees previously paid by CUSTOMER to AGENT. Termination of this Agreement by AGENT shall further cause AGENT to discontinue any and all services performed and or to be performed as defined herein. The responsibility for the consequences of any breach by CUSTOMER shall be solely borne by CUSTOMER and never under any circumstances by AGENT. _____

G. **FEE SCHEDULE:** Effective the date of this Agreement CUSTOMER shall pay a service fee to AGENT based on the following schedule: _____

First payment:	_____	\$ _____	
Second payment:	_____	\$ _____	(as applicable)

1. All payments shall be paid by CUSTOMER in certified funds (or Money Orders) directly to AGENT on the due dates defined above. All payments tendered by CUSTOMER are non-refundable and shall be deemed as payment in full for services rendered for the defined calendar month and/or to be rendered for the period of time of the payment date through the end of that payment dates respective month. _____

2. Should CUSTOMER fail to pay a service fee on a subsequent due date as defined herein, said failure shall be deemed a material breach and AGENT may elect to discontinue providing its services defined herein and close the file without any liability or obligation to CUSTOMER, or may, at its sole discretion, elect to grant an extension to CUSTOMER for collection of its fees defined herein. Should AGENT close the file and discontinue its service to CUSTOMER due to CUSTOMER'S failure to meet its obligations and covenants under this Agreement AGENT shall notify both the Customer and the Lender(s) of record of its dispensation of the then pending file. _____

3. CUSTOMER is advised by AGENT that the estimated time for processing the services defined in this Agreement can be as brief as thirty days and as long as one hundred and twenty days (or more). Inasmuch, CUSTOMER shall only be required to make the fee schedule payments through the last day of the month in which the Short Sale procedure concludes with the Lender(s) of record (closing) or AGENT terminates this Agreement under its terms and conditions defined. _____

H. **REAL PROPERTY FIXTURES AND APPURTANCES:** From the date of this Agreement through the conclusion of the Short Sale process, CUSTOMER may NOT remove any real, fixed of appurtenant property items from the property, as defined by law, including but not limited to, [any existing flooring, light fixture, HVAC apparatus, built-in kitchen appliance, cabinetry, sink, or countertop, bathroom or laundry fixture or plumbing apparatus, carpentry, doors, interior or exterior hardware or fixture, garage door or garage door opener (including control boxes or switches), landscape watering systems or apparatus, landscape inventory, or any other item which could be defined as part of the real property, original or otherwise]. Failure to comply with the provisions of this Section shall represent a material breach of this Agreement and subject CUSTOMER to immediate termination of this Agreement by AGENT;

4. **INDEMNIFICATION:** The signors of this Agreement agree to indemnify, defend and protect (hold harmless) the other signors from any injuries or lawsuits arising out of this Agreement. Evidenced by its signature herein, AGENT acknowledges he has independently investigated and evaluated the property that is the vehicle of this Agreement and further acknowledge that any

decision to enter into this Agreement has been based solely upon such independent investigation and evaluation.

5. **LEGAL ACTION:** In any action, proceeding or arbitration arising out of this Agreement, the prevailing party shall be entitled to reasonably attorney's fees and costs. _____

6. **ENTIRE AGREEMENT:** This Agreement, any attached exhibits and any addenda or supplements signed by the parties, shall constitute the entire agreement between CUSTOMER and AGENT, and shall supercede any other written or oral agreement between CUSTOMER and AGENT. This Agreement can be modified only by writing signed exclusively by CUSTOMER and AGENT. By their respective signatures below, all parties to this Agreement acknowledge that the parties had either (1) met previous to the presentation and signing of this Agreement at the CUSTOMERS defined property, and or (2) had met at the professional office of AGENT, and or (3) CUSTOMER had opportunity to review all provisions of this Agreement and of the pending professional relationship with AGENT through its web site www.epifund.com, and or (4) CUSTOMER had opportunity to communicate and correspond with AGENT via phone and or e mail, all of which produced a thorough and complete discussion of and on each and every provision and Section of this Agreement. The parties further acknowledge that all provisions and Sections of this Agreement are represented as mirroring the explanations of same at said defined prior meetings and or at the Company web site. The parties further acknowledge that if any parties to this Agreement are of any ethnic background and or heritage, that they fully speak, understand, and read with complete comprehension the language of English. _____

6. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement by all parties herein.

7. **ARIZONA LAW:** This Agreement shall be governed by Arizona law.

8. **INVALID PROVISION:** If a court of competent jurisdiction makes a final determination that any term or provision of this Agreement is invalid or unenforceable, all other terms and provisions shall remain in full force and effect, and the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and comes closest to expressing the intention of the invalid term or provision.

9. **LANGUAGE GENDER:** The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party herein. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands the day and year first herein written.

CUSTOMER Today's Date
Date

AGENT Today's Date
Date

CUSTOMER Today's Date
Date

Date

WITNESS: Today's Date