



Syndicate Path LLC
Crowdfunding Consulting and Development Agreement

This Agreement, dated _____ is between Syndicate Path LLC, a Delaware limited liability company (“Company”), and _____ (“Client”).

Wherefore, the Client wishes to engage the services of the Company to assist in the marketing of an offering of securities pursuant to Regulation D as promulgated under the Securities Act of 1933, specifically to fund the purchase of a real estate property located at _____ (the “Property”).

I. Website Construction

A. The Company will construct a fully functional, dedicated crowdfunding website with space for all the necessary documents and the ability to process investment transactions. The Company will use its commercially reasonable best efforts to keep the website online and operable on a continuing basis for the duration of the offering, except for routine maintenance and to maintain the overall security of the website and related infrastructure in order to protect confidential and personally identifiable information provided by Client and its prospective investors and to maintain and execute processes designed to prevent the introduction of malware, spyware, viruses and other corruption into the website.

B. The Client will provide the following documents relative to the property.

- 1) Property Description and photos
- 2) Mortgage loan commitment
- 3) Property appraisal
- 4) Property inspection report
- 5) CVs of sponsor and management personnel
- 6) Rent roll and anticipated expenses

Client shall create and is solely responsible for all statements in the Offering and Marketing Materials that will be hosted on the website. Client shall ensure that the Offering and Marketing Materials, including videos and audio tracks, if any, do not contain an untrue statement of material fact; and do contain all material facts so that all statements in all Offering and Marketing Materials are not misleading.

2. Legal Templates

The Company will provide templates for necessary documents and disclosures including:

- 1) LLC agreements
- 2) Investment Subscription Agreements
- 3) Risk Factors.

Note: The Company does not offer legal or investment advice. The Company's attorney will be available to answer questions at no additional cost. Client will be responsible for the costs of its own legal counsel and accountants.

3. Marketing services

The Company will provide assistance with the preparation of marketing materials, e-mails and advertising and the e-mail addresses for up to 10,000 accredited investors, all of whom have previously invested in syndicated real estate projects. The Company will provide an FAQ section for the website to assist investors in understanding the process and company representatives will be available to answer investor's questions.

4. Investment Services

The Client will need to provide the following services in connection with the offering:

- 1) Verification that potential investors are "accredited" as that term is defined in Regulation D.
- 2) Process each investment.
- 3) Escrow the funds invested until the offering closes.

Note: Investor Services are billed separately by the independent vendors.

II. Fees

Client agrees to pay the Company a listing and licensing fee in the amount of _____ payable upon execution of this agreement and _____ payable when the offering goes "live" on the website. All fees are non-refundable.

III. Legal Matters

A. Client will indemnify, defend and hold harmless the Company, officers, directors, employees and agents, its licensors, service providers, and their respective affiliates, managers, agents and employees, from and against all third-party claims, damages and liabilities (including attorneys' fees and expenses) ("Liabilities"), in connection with or arising out of (i) an Offering, including without limitation, Offering Materials; (ii) the inaccuracy of, or failure to comply with, any of Client's representations, warranties, and obligations; (iii) Client's gross negligence or willful misconduct; (iv) Client's breach of this Agreement or Client's failure to comply with applicable law, rules or regulations.

B. Governing Law; Arbitration of Disputes

This Agreement will be governed by and construed in accordance with laws of the State of North Carolina without reference to its choice of law principles. The parties agree that any controversy arising out of or relating to this Agreement or an Offering will be settled by arbitration under the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATING TO THIS AGREEMENT.

IN WITNESS HEREOF, the parties have caused this Crowdfunding Consulting and Development Agreement to be duly executed by an authorized representative:

COMPANY
Syndicate Path LLC

By: _____

Title: _____

CLIENT

By: _____

Title: _____