(Click here for latest PDF version; change .pdf to .doc to download latest live document)

CONFIDENTIAL – NOT TO BE SHARED WITH ANYONE BUT THE "PARTIES" HEREIN -- CONFIDENTIAL

COLLABORATION INCOME-SHARING AGREEMENT

Collaboration Income: The Total Collaboration Income is documented in each Project Collaboration Agreement and published in the Collaboration Sheet (example: *type-propertyabbreviation-Cxx.ProsperSystems.biz*), for each project in which the Collaborators choose to participate.

Collaboration Income Sharing: The Total Collaboration Income will be split among the Collaborators equally. Collaborators will compensate their Referrers and Representatives.*

If the number of Collaborators on the Buyer's or Seller's side is actually or anticipated to be more than one greater than the other side, then the Income will be split equally between the two groups.

The Seller's direct Collaborator will distribute income to all other Collaborators, but if there is a group of Collaborators on one side or the other, the primary contact (usually the first in the Collaborator chain) will receive the split then distribute it to the others in his/her group per the group's internal agreement.

Exceptions: Different arrangements in writing can be made if there are extenuating circumstances.

***Representatives** - often lawyers or real estate professionals - represent Buyers, Sellers and Collaborators who wish to remain anonymous and not participate fully nor complete Buyer/Collaborator or Property Apps.

Referrers/Representatives' Referral Income Schedule

- 5% - make an email introduction as well as a reasonably-complete App (both Sheets) on Resource people (including funders of any kind)
- 10% - make a warm introduction by telephone or in person, and help create a strong relationship with the project owners or resource people
- 20% - actively encourage the relationship, perhaps helping to patch mis-communications and provide some advice as needed, but no more than one or two hours per month - referrals to other resources create additional referral income with the resource

JV or Investment: If property is likely to be funded as a joint venture or investment, Seller's direct Collaborator or Prosper Systems (PS) will become a Member in or JV Partner with the Seller's company; The other Collaborators will be paid as contractors for assisting Member in preparing and presenting the Seller for JV/investment.

Confidentiality. Any contacts, companies, plans, and other business data that the Parties share, that have not been previously discovered from other sources by the individual Parties nor is Public Information, will be kept in confidence between the Parties. This paragraph will survive this agreement for a period of one year.

Legal: Any disputes will be decided in the appropriate court having jurisdiction over the current address of the defendant party if Mediation or Binding Arbitration fails.

Counterpart Execution. A PDF, photocopy or facsimile of the signatures on this Agreement may be used for all purposes in place of the original. This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to Prosper Systems (PS). If separately signed, a PDF compendium of signed documents will be compiled by PS and distributed to the other Parties.

AGREED TO BY THE FOLLOWING PARTIES:

Date:	Date:
Signature	Signature
Name: Kenton H Johnson Title: Founding Member, *Seller's Collaborator* Company: Prosper Systems, LLC Address: 4860 Chambers Rd, #48 City, State/Province, Postal Code, Country: Denver, CO 80239 USA Phone Number: +1-30-*2*-536-8665 Email Address: Kenton@ProsperSystems.biz Website: Collaboration.ProsperSystems.biz	Name: Title: Company: Street Address: Mailing Address: City, State/Province, Postal Code, Country: Phone Number: Email Address: Website:

Date:

Signature

Name:
Title:
Company:
Street Address:
Mailing Address:
City, State/Province, Postal Code, Country:

Phone Number:
Email Address:
Website:

Date:

Signature

Name:
Title:
Company:
Street Address:
Mailing Address:
City, State/Province, Postal Code, Country:

Phone Number:
Email Address:
Website:

Date:

Signature

Name:
Title:
Company:
Street Address:
Mailing Address:
City, State/Province, Postal Code, Country:

Phone Number:
Email Address:
Website:

Date:

Signature

Name:
Title:
Company:
Street Address:
Mailing Address:
City, State/Province, Postal Code, Country:

Phone Number:
Email Address:
Website:

Date:

Signature

Name:
Title:
Company:
Street Address:
Mailing Address:
City, State/Province, Postal Code, Country:

Phone Number:
Email Address:
Website:

Please a) Sign the PDF with Acrobat Reader's signing facility or Print, Sign, then Scan and eMail to Collaboration@ProsperSystems.biz or b) call ahead and Fax to +1-303-770-4022. If impossible or untimely, **copy** this entire document into an eMail ***proceeded*** with the statement, "I agree with the Collaboration Income-Sharing Agreement."