

## Confidentiality & 10% Buyer's Agreement

The undersigned buyer hereby appoints Vincent James Ltd. (Broker) to assist in identifying properties and/or businesses for acquisition. As used herein the term "Buyer" applies to the undersigned and any partnership, corporation, or other entity with which the undersigned is affiliated; and to Buyer's representatives. Properties covered by this agreement shall be listed by Broker on Exhibit "B".

In consideration for receiving information about specific properties and/or businesses, Buyer understands and agrees that:

1. Any information provided by Broker was obtained from the Seller and Broker makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the property and/or business and obtaining any legal, tax or other counsel that Buyer deems necessary, prior to acquiring the property and/or business.
2. Any information provided by Broker verbally or in writing, including its availability for acquisition, shall be treated as SECRET AND CONFIDENTIAL. Buyer shall not disclose any such information, either directly or indirectly without prior written consent, to any third party except Buyer's representatives actively engaged in evaluating the information and shall obtain the confidential agreement of such third parties. If Buyer decides not to purchase the property and/or business, Buyer shall promptly notify Broker of this fact and promptly return all documentation without retaining copies, summaries, analyses and/or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and Broker, and Buyer shall hold Broker harmless and defend it from and against any liability resulting from such unauthorized disclosure.
3. The Seller of each property and/or business has not normally entered into an agreement that Seller shall pay a commission to Broker if the property/business is transferred to a Buyer introduced by Broker. Buyer agrees to compensate Broker irrespective of agency relationships in the amount of 10% of the purchase price for acquisition of a business or unimproved land (or land with improvements to be demolished); 10% of the rent commitment for acquisition by lease of unimproved land (or land with improvements to be demolished); 6% of the purchase price for land with improvements acquired in fee; 6% of the rent commitment for land with improvements acquired by lease; and 10% of the Market Value of any Joint Venture Agreement or property acquired by way of a tax-free exchange. Broker's compensation shall be considered earned, due and payable upon close of escrow for purchase and sale between Buyer and Seller; upon bilateral execution of a lease agreement between Buyer as Lessee and Owner as Lessor and satisfaction, waiver or removal of all contingencies; or upon bilateral execution of a Joint Venture Agreement between the parties thereto. Broker does not do land use applications or other permit/license applications and payment of Broker's earned commissions shall not be delayed pending the outcome of same except where they are contingencies referenced above. Sums owing shall accrue interest at the rate of two percent (2%) per month or the maximum allowable rate for the transaction, whichever is less. Buyer's obligation to pay the above brokerage fees shall be reduced by the amount its Broker receives from the Seller, if anything.

Should Buyer acquire any interest in or become affiliated in any capacity with such a property or business during the term of this Buyer's Agreement or within 1080 days of the termination of this Buyer's Agreement, then Buyer shall compensate Broker according to the applicable fee stated above.

4. Buyer shall conduct all inquiries into and discussion of any property or business about which Broker provides information solely through Broker, and shall not directly contact the Seller, his/her employees, or other representatives of the property or business except by prior arrangement with Broker.
5. If Buyer breaches the terms of this Agreement, enters into a previously nonexistent business relationship with the Seller or in any way interferes with Broker's right to a fee, Buyer shall pay a finder's fee in the amount of \$10,000 or 10% of Listed Selling Price or Rent Commitment whichever is greater and other damages, including reasonable attorney's fees.
6. Broker may act as a dual agent, representing both Buyer and Seller and may divide compensation with other brokers in any manner acceptable to Broker. Broker may represent other Buyers seeking similar properties. This is a non-exclusive agreement.
7. The Undersigned executes this agreement on behalf of Buyer and warrants that he is duly authorized to do so.
8. The term of this agreement shall begin on the date it is signed by Buyer and shall terminate upon ten (10) days written notice at any time by either party.
9. This agreement shall be governed by the laws of the State of California. Any action or proceeding arising out of this agreement shall be brought in the courts of the State of California, County of Orange.
10. This agreement is the entire understanding between the parties and supersedes any prior written or oral agreement. This agreement may only be amended by a writing executed by both parties.

*Receipt of a copy of this Buyer's Agreement & Exhibit "B" is acknowledged by both Buyer and Broker.*

Sig: _____	_____
Print Name: _____	Date _____
Address: _____	_____
Phone: _____	_____
Fax: _____	_____
Cell: _____	_____
Email: _____	_____

Sig: _____	_____
J. R. "Jack" Muellerleile	Date _____
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500 Newport Center Drive, Suite 800	
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