

VJL Confidentiality & Buyer's Agreement
(a.k.a. Buyer - Broker Agreement)

The undersigned buyer hereby appoints Vincent James Ltd. (Broker) to assist in identifying properties, businesses and/or equity opportunities for acquisition. As used herein the term "Buyer" applies to the undersigned as a Lessee and to 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 the subject's 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 acquire 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/Lessor of each property and/or business has not normally entered into an agreement that Seller/Lessor shall pay a commission to Broker if the business or property is transferred to a Buyer introduced by Broker. Buyer agrees to compensate Broker irrespective of agency relationships, subject to minimum commission of \$100,000 per transaction, in the amount of:

- 10% of the purchase price for acquisition of a business or an equity position in an existing business or site/project under development;
- 6% of the purchase price for unimproved land (or land with improvements to be demolished or remodeled);
- 6% of the rent commitment for acquisition by lease of unimproved land (or land with improvements to be demolished or remodeled);
- 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
- 6% 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 execution of a contract for purchase and sale between Buyer and Seller; bilateral execution of a lease agreement between Buyer as Lessee and Owner as Lessor; or upon bilateral execution of a Joint Venture Agreement or Equity Participation Agreement between the parties thereto and satisfaction, removal or waiver of all contingencies 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.

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 or Landlord, 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

\$100,000 or 10% of the 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 the same or 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 latest date it is signed by Buyer and Broker and it shall terminate upon its expiration date, or upon ten (10) days written notice at any time by either party, or by mutual agreement evidenced by a writing signed by each 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 Buyer's agreement is the entire such understanding between the parties and supersedes any prior written or oral Buyer-Broker agreement. This agreement may only be amended by a writing executed by both parties.
11. **DISCLOSURE:** Buyer and Broker (acting as a consultant) may have a separate Consulting Services Contract in force at the time this Buyer-Broker Agreement comes into being. If so, it is the intention of the parties that said consulting services contract continue in force and not be in any way modified by the terms of this Buyer-Broker Agreement.

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Receipt of a copy of this Buyer's Agreement, its Exhibit "B" (ongoing list of properties covered) and its Exhibit "C" (exceptions to properties / business opportunities listed in Exhibit "B" are acknowledged by both Buyer and Broker.

By: X _____
Print _____ Date _____
Buyer : _____

Phone: _____
Fax: _____
Cell: _____
Email: _____

By: X _____
J. R. / Jack Muellerleile Date _____
Broker - Agent - Lic. #01018666
Broker Officer of
Vincent James Ltd. - Lic. # 01355056
32 Sunset Cove
Newport Coast, CA 92657
Phone: 714.220.1806
Fax: 714.826.1143
Cell: 714.865.6494
Email: jrm@4VQP.com

VJL Disk #2 Buyer's Agreement.rev.04.01.2016