



Upon Completion Please Fax To  
(310) 470-6609 Attn: Felicity Curran

11620 Wilshire Blvd • Suite 300  
Los Angeles, CA 90025  
(310) 470-2600  
www.SCIProperties.com

**BUYER’S AGENT COMMISSION AGREEMENT**

This Buyer’s Agent Commission Agreement (“**Agreement**”) is made by and between SCI Real Estate Investments, LLC, a Virginia limited liability company (“**Seller**”), and \_\_\_\_\_ (*insert name of real estate agent here*), (“**Agent**”) and is effective as of the date countersigned by Seller (the “**Effective Date**”), with respect to the following facts:

**RECITALS**

A. Seller is engaged in the business of real estate acquisitions and dispositions, including, but not limited to, the sale of fractional, undivided co-ownership interests (“**Interests**”) in real estate. Seller has its primary office and place of business at 11620 Wilshire Blvd., Suite 300, Los Angeles, California 90025.

B. The buyer (individual and/or related entity) registered herein shall be: \_\_\_\_\_  
*Name of Buyer to be registered herein*  
\_\_\_\_\_ (“Buyer”).

Buyer’s Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Buyer’s Phone: \_\_\_\_\_ Buyer’s Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

C. Name of Seller Representative: \_\_\_\_\_  
*Name of Seller contact person working with Agent*

D. Buyer is (i) a qualified entity that is accredited as defined under Rule 501(a) of Regulation D under the Securities Act of 1933 or (ii) an individual who (a) has a net worth, inclusive of home, home furnishings and personal automobiles, in excess of \$1,500,000; or (b) has individual income in excess of \$250,000, or joint income with spouse in excess of \$350,000, in each of the two most recent years and such Buyer reasonably expects income in excess of that amount in the current year.

E. Seller desires to provide Agent the opportunity to introduce Buyer to Seller and represent Buyer in the purchase of Interests in various real properties made available by Seller (each an “**Acquisition**,” and collectively “the **Acquisitions**”).

F. Provided (1) Buyer acknowledges in writing on an Agency Disclosure Form, as approved in the sole and absolute discretion of Seller, that Agent represents Buyer in a particular Acquisition, (2) Buyer closes on such Acquisition and (3) Agent remains Buyer’s representative at the time of such closing (collectively, the “**Conditions**”), Seller agrees to pay Agent a commission as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Agent agree as follows:

**ARTICLE 1. CONDITIONS**

**Section 1.01.** Agent hereby agrees to register Buyer pursuant to this Agreement, and to introduce Buyer to Seller with respect to one or more Acquisitions. Agent shall have a period of one hundred eighty (180) days from the Effective Date of this Agreement for Buyer to close on an Acquisition, otherwise this Agreement shall be null and void and of no further effect thereafter. Such real property and the terms of each Acquisition shall be determined by Seller in its sole and absolute discretion.

**Section 1.02.** Only if all of the Conditions are satisfied, Seller shall pay Agent a commission (“**Commission**”) equal to three percent (3%) of the cash paid (i.e., equity funded) by such Buyer in each Acquisition. Notwithstanding the foregoing, however, this Agreement shall terminate thirty-six (36) months from the Effective Date of this Agreement (the “**Termination Date**”), and Seller shall not be required to pay a Commission or other compensation to Agent for any Acquisition acquired by Buyer after the expiration of the Termination Date. Agent acknowledges that Seller has no obligation to make available to Buyer any Acquisition, and can reject Buyer in

Seller's sole and absolute discretion at any time and for any reason without the payment of any Commission to Agent and without penalty or charge.

**Section 1.03.** Upon the Termination Date of this Agreement, Agent will have 30 days to execute an extension of this Agreement for an additional three (3) year period. This extension may be applied only to the Buyer and would be valid only when countersigned by Seller, in its sole and absolute discretion. Seller is under no obligation to apply this extension and may choose not to offer extensions in the future.

**Section 1.04.** All of Buyer's equity funds for the purchase of an Interest shall be placed in an escrow account and held in such account per the terms of a purchase agreement entered into by Buyer for such Interest. The Commission for such Acquisition shall be paid to Agent within five (5) business days of close of escrow for Buyer's Acquisition. If such escrow does not close, all funds shall be returned promptly to Buyer. If for any reason whatsoever, including without limitation the voluntary act of Seller, the escrow does not close or Buyer does not otherwise acquire an Interest, no Commission shall be payable to Agent hereunder, notwithstanding that Buyer may be ready, willing and able to purchase the Interest.

## **ARTICLE 2. LIMITATIONS ON AGENT'S AUTHORITY & DUTIES**

**Section 2.01.** Agent is acting as an agent of Buyer, and this Agreement shall not create an employment, partnership, joint venture or other relationship between Agent and Seller.

**Section 2.02.** Agent shall not make any representations or agreements on behalf of Seller, nor shall Agent have any authority to bind Seller. Agent shall be solely responsible for complying with all applicable laws with respect to the actions of Agent.

**Section 2.03.** Agent shall distribute to Buyer only such information and materials prepared, authorized and/or approved by Seller.

**Section 2.04.** Agent represents and warrants that if a Commission is payable on an Interest acquired by Buyer, no commission, charge or other payment is required to be paid for Buyer by Seller to any third person or entity other than the Commission payable to Agent under this Agreement.

**Section 2.05.** In the event that Buyer is referred to Seller by two or more unaffiliated agents, Seller will determine which agent is the primary procuring cause who introduced Buyer to Seller, and provided all of the Conditions are satisfied, Seller will compensate such agent in accordance with this Agreement. The determination of Seller in this situation shall be final and binding.

## **ARTICLE 3. TERMINATION**

**Section 3.01.** This Agreement may be terminated at any time by either party by giving written notice to the other party. However, such termination shall not discharge the obligation of Seller to pay a Commission to Agent in accordance with this Agreement, if all of the Conditions are satisfied prior to the date of such termination.

## **ARTICLE 4. INDEMNIFICATION**

**Section 4.01.** Agent agrees to indemnify, defend, protect and hold Seller harmless from and against any all and all claims, demands, liabilities, costs, expenses (including without limitation attorneys' fees and related charges), damages and losses, cause or causes of action and suit or suits of any nature whatsoever arising from Agent's misrepresentations, Agent's breach of this Agreement or other acts or omissions of Agent.

## **ARTICLE 5. GENERAL PROVISIONS**

**Section 5.01.** This Agreement is governed by and construed under the laws of the State of California. The venue for any dispute under this Agreement shall be in Los Angeles, California. Should any provision of this Agreement be unenforceable or prohibited by any applicable law, this Agreement shall be valid and binding as though such provision was not included therein.

**Section 5.02.** This Agreement is the entire agreement between the parties hereto, and supersedes and replaces all prior written or oral agreements, and cannot be assigned, amended, supplemented, modified or changed in any way without the written consent of both parties.

**Section 5.03.** If any legal action is brought by a party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and disbursements incurred in connection with such action.

**Section 5.04.** All notices to be given by either party to the other pursuant to this Agreement shall be in writing and sent to the parties at the addresses set forth in this Agreement, or at such other address as either party shall designate by written notice to the other party. Agent acknowledges and agrees that any claim by Agent upon Seller for a Commission under this Agreement must be made within thirty (30) days following the date Buyer closes an Acquisition on which such Commission is owed. Time is expressly of the essence for the making of any such claim. Failure of Agent to make a claim within such thirty-day period shall constitute a waiver of such claim and shall bar Agent from making any such claim upon Seller, whether or not a Commission is payable to Agent, and whether or not such claim might otherwise be made as an affirmative defense in any action with Seller or in any cross-claim, counterclaim or other form of action.

**Section 5.05.** The Recitals set forth above hereby are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated next to their respective signatures.

Agent's Name: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Sign here*

Agent's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Agent's Phone: \_\_\_\_\_ Agent's Fax: \_\_\_\_\_

Agent's E-Mail: \_\_\_\_\_

Agent's Real Estate Brokerage/Seller Name: \_\_\_\_\_

Agent's License Number: \_\_\_\_\_ Broker's License Number: \_\_\_\_\_

Tax identification number or social security number for individual or entity to receive the Commission (an IRS form 1099 will be filed): \_\_\_\_\_

Agent's Commission to be sent to (if different than Agent's address above):

Agent's Real Estate Brokerage/Seller Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Buyer (individual or entity) registered herein shall be: \_\_\_\_\_  
*Name of Buyer to be registered here*

Seller: SCI Real Estate Investments, LLC,  
a Virginia limited liability company

Agreement Number: \_\_\_\_\_

By: \_\_\_\_\_  
Adam J. Bryan, Senior Vice President and  
Corporate Sales Director

Date: \_\_\_\_\_

## CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (the “Property”)

Dated: \_\_\_\_\_

SCI Real Estate Investments, LLC or an affiliate (collectively with any affiliates, “SCI”) is prepared to furnish you with certain information relating to the potential acquisition of fractional, undivided co-ownership interests in the Property from SCI (the “Acquisition”). As a condition to your being furnished with such information, whether furnished before or after the date of this agreement and whether in writing or in an oral, visual or electronic form, you agree to treat all information concerning all aspects of SCI’s structure, business and operations (whether prepared by SCI, its advisors or otherwise) that is furnished to you by or on behalf of SCI and all analyses, compilations, forecasts, studies or other documents prepared by you or your representatives in connection with the Acquisition (herein collectively referred to as the “Proprietary Information”) as strictly confidential.

The term “Proprietary Information” does not include information that (i) is already in your possession on a non-confidential basis, (ii) becomes generally available to the public other than as a result of a disclosure by you or your Representatives, as defined below, or (iii) becomes available to you or your Representatives on a non-confidential basis from a source other than SCI or its advisors, provided that such source was not bound by an obligation of confidentiality owed to SCI.

You agree (i) not to disclose in any fashion any Proprietary Information to any person other than your agents or advisors, as applicable, who are actively and directly participating in your evaluation (“Representatives”) and to cause those persons to observe the terms of this agreement, (ii) not to use Proprietary Information for any purpose other than your evaluation of the Acquisition and (iii) not to use the Proprietary Information in any way detrimental to SCI. You will be responsible for any breach of the terms of this agreement by you, your Representatives or your client, as applicable.

If you are required by applicable law or regulatory process to disclose any of the Proprietary Information, you shall provide SCI with prompt notice of any request or requirement so that SCI may seek an appropriate protective order should it desire to do so. If in the absence of a protective order, you are legally obligated to disclose any of the Proprietary Information, you may disclose such Proprietary Information only to the extent so obligated.

Any photocopying or other duplication of any SCI Proprietary Information is strictly prohibited. If either party decides that it does not wish to proceed with the proposed purchase, you shall promptly return to SCI all written material pertaining to or reflecting any Proprietary Information and delete from all retrieval systems and data bases any information reflecting Proprietary Information, without retaining any copy thereof, or if SCI so directs, you shall destroy all such material. The return or destruction of such material shall in no event relieve you of any obligation of confidentiality regarding the Proprietary Information.

While SCI has endeavored to include information that SCI believes to be reliable and relevant for the purpose of evaluating the Property, SCI does not make any express or implied representation or

warranty as to the accuracy or completeness of such information. None of SCI, its representatives, its respective officers, directors, employees, agents or controlling persons of such persons or entities shall have any liability to you or any of your Representatives relating to or arising from your or their use of any information relating to the Property or for any errors therein or omissions therefrom. You and your Representatives are not entitled to rely on the accuracy or completeness of such information, and buyers of the Acquisition shall be entitled to rely solely on such representations and warranties as may be made to them in any final definitive agreement relating to the Acquisition. Unless and until a definitive written agreement is entered into between SCI and a prospective buyer, neither party will be under any legal obligation of any kind whatsoever with respect to the Acquisition except for matters specifically agreed to in this agreement.

Money damages would not be sufficient a remedy for breach of this agreement by you or your Representatives, and SCI shall be entitled to specific performance and injunctive relief, in addition to all other remedies available to SCI at law or equity.

This agreement shall be governed by and construed in accordance with the laws of the State of California, other than conflict of laws principles, and the parties hereto expressly submit to the laws and the jurisdiction of the courts of the State of California and the federal courts located therein. This agreement contains the entire agreement between you and SCI concerning confidentiality of the Proprietary Information, and no modification of this agreement or waiver of the terms and conditions hereof shall be binding upon you or SCI, unless approved in writing by each party.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this agreement.

Very truly yours,

SCI Real Estate Investments, LLC

By: \_\_\_\_\_

Agreed and accepted as of the date first written above:

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Buyer Name (if applicable): \_\_\_\_\_

Title (if applicable): \_\_\_\_\_