

This Custom Builder Introduction and Referral Agreement (the "Agreement") is made as of _____ (the "Effective Date") by and between _____ ("Buyer"), - Buyer and Contractor have _____ ("Contractor") and Mokha Real Estate., been introduced to each other by Mokha Real Estate.

Buyer owns, or intends to acquire, real property for the purpose of constructing a single family residence.

Subject to the below listed Conditions, Buyer intends to enter into a contract with Contractor (the "Final Building Contract") for the construction of a single family home containing approximately _____ sqft for a total construction cost of approximately \$ _____ (the "Contract Price").

This Agreement is expressly conditioned upon and subject to the following occurring within _____ days from the date hereof:

- 1) Buyer acquiring fee title to the Lot (if not currently owned)
- 2) Buyer approving and entering into the Final Building Contract with Contractor
- 3) Buyer obtaining adequate financing to meet Buyer's approval

Buyer and Contractor hereby acknowledge that Mokha Real Estate has not had and shall not incur any fiduciary agency obligation to either Buyer or Contractor as resolute of this Agreement referral. **Mokha Real Estate does not represent either Buyer or Contractor as an agent and is acting as a Referring Broker only in this transaction.** Though Mokha Real Estate will receive a separate referral fee as set forth herein for referring Buyer, Mokha Real Estate does not have any control over, nor is Mokha Real Estate in any way associated with Contractor. Though Mokha Real Estate has no reason to believe Contractor's performance would be anything other than satisfactory, Buyer acknowledges and agrees that Mokha Real Estate has made no representation or warranty regarding Contractor, this Agreement, the Final Building Contract, the performance or nonperformance of Contractor or the quality of Contractor's work.

Buyer hereby forever releases and agrees to hold harmless Mokha Real Estate, (including its officers, directors, shareholders, and agents), from any and all loss, expense, liability or cost of any kind which Buyer may incur as a result of entering into or performing this or any subsequent agreement with Contractor.

It is the parties' intent to acquire and grant the broadest possible release of all claims of the undersigned against Mokha Real Estate, whether known or unknown. Therefore, the undersigned hereby expressly waive the provisions and benefits of section 1542 of the California Civil Code which provided as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the Debtor/Payor."

Mokha Real Estate hereby advises both Buyer and Contractor to seek independent legal counsel for review and approval of any Final Building Contract prior to execution thereof. Mokha Real Estate hereby expressly disclaims any agency or fiduciary obligation to or representation of either party.

In consideration for introducing the Buyer to Contractor, Contractor hereby agrees that, in the event Buyer does, prior to 360 days from the Effective Date, enter into the Final Building Contract, or any other contract with Contractor for the construction of any residence, or the purchase any existing real property owned by Contractor in any location, Contractor hereby agrees to pay Mokha Rea referral fee (the "Referral Fee") in an amount equivalent to _____ % of the following, as applicable:

- 1) the acquisition price of any Lot owned by Contractor or any affiliate of Contractor plus the Contact Price, if said lot is acquired by Buyer subsequent to the date hereof
- 2) the Contract Price, if the Lot is owned by Buyer as of the Effective Date; or if a lot is acquired by Buyer directly from any third party
- 3) the gross sales price of all land and improvements if Buyer purchases any real property owned by Contractor which is fully constructed

The Referral Fee is payable as follows: fifty percent (50%) upon execution of the Final Building Contract or other contract which triggers the payment of a Referral Fee, and the remaining fifty percent (50%) upon approval for occupancy by the authority having jurisdiction, or transfer of title, whichever shall first occur. In addition to the Referral Fee set forth above and as additional consideration for the above introduction, Contractor hereby agrees to exclusively list for sale with Mokha Real Estate, any real property Contractor may accept from Buyer in consideration for all or a portion of the purchase price of Contractor's property or contract. Such listing shall be for a period of six months or more and shall provide for the payment of a separate commission to Mokha Real Estate equivalent to five percent of the gross sales price.

Mokha Real Estate DRE#02089481

Contractor

Buyer

Mokha Real Estate