



FINDER'S FEE AGREEMENT

THIS FINDER'S FEE AGREEMENT (the "Agreement"), is made and entered into effective the ____ day of _____, 2008, by and between Fortuno, Inc., a Nevada corporation (the "Company") and _____, a _____ []corporation... []LLC ... []individual... []other (the "Finder").

RECITALS

A. Finder has expertise in identifying Corporations, Investors, Individuals, and others (further known as contacts) who are interested in purchasing Real Property, and is ready, willing, and able to refer these contacts to Company, on the terms and conditions set forth herein; and

B. Company desires to engage Finder as an independent contractor on the terms and conditions set forth herein;

AGREEMENT

NOW, THEREFORE, in consideration of the obligations herein made and undertaken, the parties, intending to be legally bound, covenant and agree as follows:

1. Scope of Finder Services.

- (a) The Company or its suppliers, from time to time, have real property and other assets that it wishes to sell. Finder agrees to use its best efforts to assist the Company by introducing the Company to potential buyers, in jurisdictions where introduction by Finder is permissible by law, and the terms meet Company's criteria.
- (b) Finder is not and will not hold itself out as an agent of the Company in connection with any activities hereunder. Because there are no specific assets for sale or available at any given time, the Finder's sole role is to act as a finder consistent with the terms of this Agreement.
- (c) Finder shall be responsible for complying with all laws applicable to its activities under this Agreement and its business in general. Finder agrees to take other action or refrain from taking action in accordance with the reasonable requests of the Company in order to comply with all laws applicable to its business under this Agreement.

2. Fee for Finder Services.

- (a) For the services rendered under this Agreement, the Company hereby agrees to pay to Finder a Success Fee as detailed in “ADDENDUM A” of this agreement, for each purchase by a contact or party referred by finder to the Company. The Success Fee shall be paid to the Finder within five business days following the delivery of an asset to a referred contact, or in the case of Real Property, within 5 business days of assignment of the Real Property to the contact with notarized warranty deed and title to follow. No payment shall be made to Finder until funds have cleared and are good funds.
- (b) A Success Fee shall be due and owing Finder for all purchases by a contact or referred buyer who purchases assets from the Company, during this agreement and for the 12-month period following the termination of this Agreement.

3. Term and Termination of Agreement.

- (a) The Term of this Agreement shall commence on the date hereof and unless modified by mutual consent of the parties or terminated earlier by either party by providing the other party with thirty (30) days written notice of its intention to terminate this Agreement, shall continue for one (1) year. This agreement shall automatically be renewed for one (1) year terms thereafter.
- (b) Upon termination of this Agreement for any reason, Finder shall promptly return to the Company all copies of any proprietary information of the Company.

4. Information Provided to Finder.

- (a) The Company represents and warrants to Finder that any information provided to Finder (whether written or oral) in connection with the performance of Finder’s services hereunder, will not contain any known untrue statement of material fact or omit to state a known material fact necessary to make the statements made therein misleading.
- (b) The Company acknowledges and understands that, in rendering services hereunder, Finder will be relying, without independent verification, on the accuracy and completeness of all information that is or will be furnished by the Company to Finder or any other potential party to a transaction with the Company, and Finder will not in any respect be responsible for the truth, accuracy, or completeness of such information and Company shall be liable for all damages based on any intentionally omitted or purposeful misinformation.

5. Limitation of Liability: Indemnity.

- (a) The Company agrees that Finder's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for its services. In no event shall Finder be liable for consequential, incidental, special, or indirect damages or for acts or omissions of negligence that are not reckless in nature.

Moreover, Finder shall not be liable to the Company for any loss, damage, failure, or delay caused by events beyond Finder's control.

- (b) The Finder agrees to indemnify and hold harmless the Company and its affiliates, and the respective directors, officers, shareholders, employees, agents and controlling persons of Company and its affiliates (collectively, the "Indemnified Parties"), to the fullest extent lawful, against any and all losses, damages, liabilities, costs, and expenses, joint or several, to which the Indemnified Parties may become subject arising out of or related to any claim, demand, or cause of action (whether civil, criminal, or regulatory in nature) made or threatened by any third party against any of the Indemnified Parties or the Company as a result of or based upon any misinformation provided to clients or potential clients by the Finder or finders agents, actions allegedly or actually taken or omitted to be taken by the Finder (including acts or omissions constituting negligence) pursuant to the terms of, or in connection with services rendered pursuant to, this Agreement, and to fund the reasonable legal expenses of the Indemnified Parties for counsel of Company's choosing, in advance, upon demand by Company, and to reimburse the Indemnified Parties for any other expenses reasonably incurred by them in respect thereof at the time such expenses are incurred; provided, however, the Finder shall not be liable under the foregoing in respect of any loss, damage or liability if a court having jurisdiction shall have determined by a final judgment that such loss, damage or liability resulted primarily from the willful misconduct of the Company.

6. Miscellaneous.

- (a) This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California.
- (b) The parties are and shall be engaged in an independent contractor relationship, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Company and Finder.
- (d) All notices required or permitted hereunder shall be in writing addressed to the respective parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.

If to Finder:

If to the Company:

Fortuno, Inc.
1330 South Ham Lane, Suite 103
Lodi, CA 95242

- (g) This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought to be bound.
- (h) Finder may not assign its rights or obligations under this Agreement without the prior written consent of the Company.
- (i) The Company and Finder has all requisite corporate power and authority to execute and perform this Agreement, all corporate action necessary for the authorization, execution, delivery and performance of this Agreement has been taken; this Agreement constitutes a valid and binding obligation of the Finder; the execution and performance of this Agreement by the Company and the offer and sale of its assets will not violate any provision of the Company's charter or bylaws or any agreement or other instrument to which the Company is a party or by which it is bound; and any necessary approvals, governmental and private, will be obtained by the Company.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

THE COMPANY:

Fortuno, Inc.

Signature: _____

Print Name: _____

Its: _____

THE FINDER:

Company Name: _____

Signature: _____

Print Name: _____

Its: _____

ADDENDUM A

For the services rendered under this Agreement, the Company hereby agrees to pay to Finder a Success Fee as detailed below, for each purchase from Company from any party introduced to the Company by Finder (the "Success Fee"). Addendum A subject to change without notice, it is the Finders responsibility to check with Company from time to time to stay informed regarding changes.

ASSET TYPE	GENERAL DISCRIPTION	PRICE	FINDERS FEE PER SALE
TIER I	Foreclosed 2 and 3 bedroom home needing cosmetic, minor to major repair with potential rents based on area and or condition being \$225 to \$325 per month.	\$19,900	\$
TIER II	Foreclosed 2 and 3 bedroom home, bedroom community, and possibly needing minor to cosmetic repair with potential rents based on area and condition being \$400 to \$500 per month.	\$29,900	\$

Any Tier III and Tier IV Property Purchases or other deals outside the list above must be negotiated separately and agreed to by all parties on a case-by-case basis.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

FINDER:

Company Name: _____

Signature: _____

Print Name: _____

Its: _____

Fortuno, Inc.

Signature: _____

Print Name: _____

Its: _____