

FINDER'S AGREEMENT

This Agreement is made on XXX, 2011, at Agoura Hills, California, by XXX ("Principal") and XXX ("Finder").

Recitals

A. Principal is an officer of Bullseye Capital Real Estate Opportunity Fund LLC (the "Fund"). Among Principal's other duties for the Fund, the Principal has a task to find investors for the Fund. The Fund has allocated a budget to the Principal for finding investors for the Fund. The Principal has the authority to use the budget in the manner that Principal believes will be most conducive to carrying out the Principal's tasks.

B. Finder desires to assist Principal by finding and introducing to the Principal a person or persons ("Investor") in exchange for the payment to Finder by the Principal of a Finder's Fee as described in this Agreement.

C. The Finder understands that this Agreement is between the Finder and the Principal, and not between the Finder and the Fund.

THEREFORE, the Principal and Finder agree as follows:

1. Finder's Duties. Finder's role shall be limited to introducing an Investor to the Fund and making arrangements for the Investor to meet with the Principal. Finder shall not (1) negotiate the terms of an investment in the Fund with the Investor; (2) explain the terms of the investment in the Fund to the investor; (3) give the Investor any advice on the value of an investment in the Fund; (4) advocate for or solicit an investment in the Fund by an Investor; (5) propose terms or conditions for the investment in the Fund by the Investor; (6) pre-screen any Investor for eligibility to invest in the Fund; or (7) pre-sell investments in the Fund by determining the Investor's interest in investing in the Fund. The Finder agrees to abide by these limitations in order that Finder shall not be an unregistered broker-dealer under State and Federal law.

2. Payment of Fee Upon Completion of Investment. The Principal shall pay a fee to Finder pursuant to this Agreement on the completion of an investment by an Investor introduced to the Fund during the term of this Agreement by Finder in a sum equal to 3% for all amounts from any single investor up to \$100,000; and 4% for all amounts from any single investor over \$100,000. The word "investment" as used in this Agreement means the total amount agreed to be invested in the Fund by Investor and actually paid by Investor to the Fund as part of the investment. Principal shall be under no obligation to pay any fee to Finder under this Agreement until the Fund accepts an investment by an Investor found and introduced to the Fund during the term of this Agreement by Finder and such investment shall be completed. For purposes of this Agreement, no investment shall be complete until the Fund has received all money and other things agreed to be given to the Fund as the investment. The Fund shall have complete and sole discretion to determine whether to accept an investment from any person, including any person introduced by Finder.

3. Term of Agreement. The term of this Agreement shall commence on the execution of this Agreement by Principal and Finder and shall end at midnight Pacific Time on December 31, 2011.

4. Trailer Period. The fee specified in Paragraph 3 of this Agreement shall also be payable by Principal to Finder, in the manner prescribed by Paragraph 4 of this Agreement, if the Fund, within 180 days after expiration of the term of this Agreement, accepts an investment from any Investor introduced to the Fund by Finder during the term of this Agreement.

5. No Agency; Indemnification. Finder is not, and shall not be deemed in any way, to be the Principal's or the Fund's agent, and neither the Principal nor the Fund shall be bound by or liable for any representations concerning the investment made by Finder. Finder shall indemnify and hold the Fund harmless from any claims, loss, demands, litigation, or judgments resulting from (1) any misinformation supplied to Investor by Finder, or (2) the concealment from the Fund by Finder of any material fact concerning the Investor of which Finder has knowledge.

6. Qualification of Investors. The Fund intends to accept investment from accredited investors only as defined in Regulation D promulgated by the Securities and Exchange Commission. The Fund has the responsibility to determine whether any person is an accredited investor and has an interest in investing with the Fund. The Finder shall not pre-screen any person to determine the person's eligibility to purchase securities. Further, the Finder shall not pre-sell an investment in the Fund in order to gauge an Investor's interest in investing in the Fund by describing the Fund or the benefits from investing in the Fund. The Finder shall refer an Investor to the Principal based on the Finder's acquaintance with the Investor other than through pre-screening or pre-selling the Investor with respect to securities in the Fund.

7. Information about Fund. Finder shall not submit to any Investor any material or information about the Fund not approved in writing in advance by the Fund, nor shall Finder do any advertising or make any general solicitation in connection with finding Investors for the Fund.

8. Confidentiality. Throughout the term of this Agreement and following its termination for any reason, Finder agrees to hold inviolate and keep secret all non-public knowledge or information processes, know-how, and other confidential information made known to it or otherwise acquired during the term of this Agreement and will not disclose the same or anything related thereto to any other person, firm, bank, corporation, or other entity, or make use of such information for any purpose, except as part of any mandated reporting required by law.

9. Non-exclusive. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Principal and Finder agree that this Agreement shall be non-exclusive and otherwise shall not prohibit the Principal from entering into any other agreement with parties other than the Finder and Investors, nor shall this Agreement prohibit the Fund from entering into any investment banking relationship, merger agreement, or underwriting agreement or other transaction with any other party.

10. Notices. (a) Unless otherwise provided in this Agreement, any notice, tender, or delivery to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of 48 hours after mailing. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this paragraph.

(b) Notice to Principal shall be addressed as follows

[Name and Address]

Telephone:

Email:

(c) Notice to Finder shall be addressed as follows:

[Name and Address]

Telephone:

Email:

11. Entire Agreement. This instrument constitutes the entire agreement between the parties relating to Finder's engagement by Principal. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Principal and Finder.

Executed on xxx, 2011, at Los Angeles, California.

PRINCIPAL:

Name of Principal

FINDER:

Name of Finder: