

## **BROKER CONFIDENTIALITY AND REGISTRATION AGREEMENT**

You, (the "Broker") have advised **Lee & Associates-North San Diego** (Hereinafter referred to as Lee & Associates) that you wish to register a client with respect to the potential purchase of **2613 Temple Heights Drive, Oceanside CA** (the "Property"). Lee & Associates has been retained on an exclusive basis by **the ownership** (the "Owner") with respect to the sale offering of the Property. The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Lee & Associates. All fees due to Lee & Associates in connection with the sale of the Property shall be paid by the Owner.

Lee & Associates has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). Lee & Associates will not make such Informational Materials available to the Broker or the Registered Potential Purchaser unless and until the Broker and the Registered Potential Purchaser have executed this agreement and thereby agreed to be bound by its terms. On behalf of the Owner, Lee & Associates is prepared to consider the Broker's registration of the undersigned principal (the "Registered Potential Purchaser"). Upon Lee & Associates receipt of this agreement, executed by the Broker and the Registered Potential Purchaser, Lee & Associates is prepared to provide the Informational Materials for the Registered Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions:

1. All Informational Materials relating to the Property which may be furnished to the Broker and the Registered Potential Purchaser by Lee & Associates shall continue to be the property of the Owner and Lee & Associates. The Informational Materials will be used by the Broker solely for the purpose of presenting the same to the Represented Potential Purchaser and may not be copied or duplicated without Lee & Associates written consent and must be returned to Lee & Associates immediately upon Lee & Associates request or when the Registered Potential Purchaser declines to make an offer for the Property or terminates any discussion or negotiation with respect to the Property.
2. Neither Broker nor the Registered Potential Purchaser will make any Informational Materials available to, disclose any of the contents thereof, or discuss any transaction or lease involving the Property with any person (particularly the tenants of the building and/or their employees) other than Lee & Associates or the Owner unless Lee & Associates or the Owner has approved in writing such disclosure or discussion. Provided, however, that the Informational Materials may be disclosed to the Registered Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties") who, in the Registered Potential Purchaser's judgment, need to know such information for the purpose of evaluating the potential purchase of the Property or any interest therein by the Registered Potential Purchaser. The Registered Potential Purchaser and such Related Parties shall be informed by the Broker of the confidential nature of the Informational Materials and must agree to keep all Informational Materials strictly confidential in accordance with this agreement. The

Broker shall be responsible for any violation of this provision by the Registered Potential Purchaser or Related Party.

3. Provided that the Broker is the procuring cause of the sale of one or more of the buildings of the Property or the Buildable land offered to the Registered Potential Purchaser, Owner agrees to pay to Lee & Associates and Lee & Associates agrees to pay to **Broker a fee of 2.5%** (two and one half percent) of purchase price at Close of Escrow.

No commission shall be deemed earned by or payable to the Broker unless and until (i) a written contract of sale (the "Contract") in form and content satisfactory to the Owner in its sole and absolute discretion is executed and delivered by and between the Owner and the Registered Potential Purchaser; (ii) all of the Gross Purchase Price shall have been paid to the Owner by the Registered Potential Purchaser; (iii) the Registered Potential Purchaser shall have accepted delivery of the deed with respect to the Property, all as provided for in the Contract and (iv) the full compensation due Lee & Associates from the Owner has been paid to Lee & Associates.

If for any reason whatsoever all of the preceding conditions are not satisfied or there has occurred and is continuing any breach of any of the terms of this Agreement, the Broker shall not be entitled to any commission or other compensation in connection with the Contract or the attempted or actual sale of the Property and the Broker shall be deemed to have released Owner and Lee & Associates from any and all liabilities claims or charges for any commission or other compensation or payment in connection with the Contract or the attempted sale of the Property.

4. The Broker represents and covenants that it is and at the time of the consummation of any sale of the Property to the Registered Potential Purchaser will be a duly licensed real estate Broker.
5. The Broker understands and acknowledges that Lee & Associates and the Owner do not make any representation or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to Lee & Associates by others and has not been independently verified by Lee & Associates and is not guaranteed as to completeness or accuracy. The Broker agrees that neither Lee & Associates nor the Owner shall have any liability for any reason to the Broker or the Registered Potential Purchaser or Related Parties resulting from the use of the Informational Materials.

The Broker hereby indemnifies and saves harmless Lee & Associates and the Owner and their respective affiliates and successors and assigns against and from any loss liability or expense including attorney's fees arising out of any (1) breach of any of the terms of this Agreement by Broker the Registered Potential Purchaser or any Related Party and (2) claim or claims by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Broker, the Registered Potential Purchaser, any Related Party or any of their representatives for commissions, fees, and other

compensation for the sale or proposed sale of the Property to the Registered Potential Purchaser.

The Broker acknowledges that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser or for any other reason whatsoever, without notice. Broker acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.

In the event of any legal or equitable action to enforce this Agreement, the prevailing party may recover its, his, her or their reasonable attorney's fees and all related costs and expenses.

If the Broker is in agreement with the foregoing, please return an original signed copy of this agreement to Lee & Associates, Isaac Little- [ilittle@lee-associates.com](mailto:ilittle@lee-associates.com), Marko Dragovic- [mdragovic@lee-associates.com](mailto:mdragovic@lee-associates.com)

**COOPERATING BROKER:**

ACCEPTED AND AGREED TO THIS DAY OF , 2011

BY:  
(Signature)  
(Please Print)

TITLE:  
COMPANY: PHONE NUMBER: ( )  
ADDRESS: FAX NUMBER: ( )  
E-MAIL:

**PURCHASER:**

ACCEPTED AND AGREED TO THIS DAY OF , 2011

BY:  
(Signature)  
(Please Print)

TITLE:  
COMPANY: PHONE NUMBER: ( )  
ADDRESS: FAX NUMBER: ( )  
E-MAIL: