

532 East Main Street, Ventura, CA 93001

The undersigned "Broker (the "Accepting party") is interested in obtaining information regarding the property known as 532 East Main Street, Ventura, CA 93001 ("Property") in order to evaluate the possible acquisition (the "Proposed Transaction") by Potential Purchasers from ("Owner"). Owner has indicated that all inquiries and communications with respect to the contemplated sale of such property be directed to The Becker Group, Inc. (the "Listing Broker"). By accepting this Agreement and the Evaluation Materials (as hereinafter defined), Accepting Party hereby agrees as follows:

**1. Confidentiality.** Any information with respect to the Property (collectively, the "Evaluation Materials") provided to any Accepting Party by Owner, Owner's Representative and/or Listing Broker and/or any of their respective consultants, agents or employees (collectively, the "Seller Parties") will be used solely for the purpose of evaluating the possible acquisition of the Property by Broker and any Potential Purchaser it represents and will not be used or duplicated for any other purpose. Accepting Party shall keep all Evaluation Materials strictly confidential; provided, however, that such information for the purpose of giving advice with respect to, or consummating, the Proposed Transaction (all of whom are collectively referred to as "Related Parties"); provided, however, that any such Related Parties shall be informed by Accepting Party of the confidential nature of such information and shall be directed by Accepting Party (and Accepting Party shall cause such Related Parties) to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement. Accepting Party will not communicate with tenants of the Property without the prior written consent of Owner or Owner's Representative.

**2. Broker Commissions.** (a) In the event that a Potential Purchaser is represented by registered Broker ("Broker") and Broker procures an offer that is accepted by Owner, a commission shall be paid subject to the following terms and conditions.

(b) As full and complete compensation to Broker for its efforts in connection with the Proposed Transaction, if a sale of the Property by Owner to a Purchaser represented by Broker and as a result of an offer procured by Broker on behalf of said Purchaser shall be consummated as more fully described below, then Broker shall be paid by Owner out of Owner's sales proceeds upon the closing of such sale a commission in an amount equal to **2% (two percent)** of the sales price. If a Potential Purchaser has already been registered as a principal or with Listing Broker prior to the date Broker executes this Agreement then no commissions shall be due Broker. As used in this paragraph, the term "sales price" shall mean the price specified in a binding agreement executed and delivered by Owner and Registered Potential Purchaser and shall include any adjustment to such price made in accordance with such agreement, but such price shall exclude any prorations and closing costs or charges to be made or paid by the parties. No compensation shall be earned by, or shall be due and payable to, Broker (i) in connection with any transaction relating to the Property other than the sale of the property to Purchaser it represents and has procured and accepted offer from, or (ii) in connection with the sale of the Property to Potential Purchaser unless and until title to the Property shall have closed, a deed shall have been delivered and accepted and all of the consideration shall have been paid to Owner in the manner required in the binding written agreement entered into by Owner and Potential Purchaser regardless of whether any failure to close the sale is attributable to the act or fault of Owner, Owner's Representative, Broker or Registered Potential Purchaser, a failure of title, a condemnation, either party's failure to pursue its remedies against the other, or any other reason whatsoever. Broker acknowledges and agrees that it is entitled to compensation in connection with the Proposed Transaction only to the extent expressly set forth above and further agrees not to look to any of the other Parties for any other commissions, fees, or compensation in connection with the Property.

(c) Broker represents and agrees that it will not discuss the Property, with any parties other than Potential Purchasers, Related Parties, Listing Broker, Owner and/or Owner's Representative and that Broker will not distribute the Evaluation Materials or excerpts thereof to any other parties except in accordance with the terms of this Agreement. Broker also agrees it will not look to any of the Seller Parties for any compensation in connection with the sale of the Property except as expressly provided above. Broker hereby agrees, to indemnify and hold harmless each of the Seller Parties against any and all costs, loss, liability or expense, including attorney's fees, arising from claims (x) by Broker to any compensation in excess of the commission, if any payable to Broker in accordance with the express provisions of this Agreement of (y) by any other parties claiming to have had dealings with Broker or Potential Purchaser in connection with the sale of the Property.

**3. Broker's License.** Broker represents and covenants that it is currently, and at the time of the consummation of any sale of the Property to Potential Purchaser, will be, a duly licensed real estate broker.

**4. No Disclosure.** Accepting party shall not (i) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property by Registered Potential Purchaser or an of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Property with any other person or entity (including tenants) except for Owner, Owner's Representative and Listing Broker, except as may be expressly permitted elsewhere in this Agreement and in such case, only in strict accordance with the provisions hereof. In the event that any Accepting Party or Related Parties become legally compelled to disclose all or any part of the Evaluation Materials, Accepting Parties will provide Owner's Representative with prompt written notice so that Owner may seek a protective order or other appropriate remedy an/or waive compliance with the provisions of this Agreement, in such instance, Accepting Party will furnish only that portion of the obtained, or that Owner waives compliance with the provisions of this Agreement, in such instance, Accepting Party will furnish only that portion of the Evaluation Materials which is legally required and will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Evaluation Materials. Accepting Party shall reimburse Seller Parties for all costs and expenses, including reasonable attorney's fees incurred by Seller parties in successfully enforcing Accepting Party's obligations under this Agreement.

**5. No Representations by Seller Parties.** None of Seller Parties make any representations or warranties as to the accuracy or completeness of the Evaluation Materials or that actual results will conform to any projections contained therein. Owner, Owner's Representative and Listing Broker expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Evaluation Materials, or in any other written, oral or other communications transmitted or made available to Accepting Party by Seller Parties, including, without limitation, computer disks containing files with financial data or projections.

**6. No Obligation.** Owner is under no legal obligation of any kind whatsoever with the respect to the Proposed Transaction by virtue of this Agreement, the delivery of any Evaluation Materials, any discussions concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto.

**7. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, which is applicable to contracts made and to be performed wholly within California.



BROKER CONFIDENTIALITY AND COMMISSION AGREEMENT

ACCEPTING PARTY:

\_\_\_\_\_  
PRINCIPAL WITHOUT BROKER REPRESENTATION      DATE

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
REPRESENTING CLIENT      DATE

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
BROKER      DATE

\_\_\_\_\_  
[Print Name]

*LISTING BROKER*  
Jeffrey R. Becker  
President  
**The Becker Group, Inc.**  
40 South Ash Street  
Ventura, CA 93001  
Phone: (805) 653-6794  
Fax: (805) 653-6795  
jbecker@beckergroup.com