

## **OUTSIDE BROKER COMMISSION AGREEMENT**

**VIA FAX (213) 613-3561 or U.S. Mail**

Attn: Barbara Emmons  
CBRE  
400 South Hope Street, 25th Floor  
Los Angeles, CA 90071

Re: 21.7 Acre Land Development, Perris, CA (The "Property")

Ladies and Gentlemen:

CBRE, Inc., ("Seller's Broker") has been exclusively retained by the Owner as listing agent for the sale of the above reference properties ("Property"). The Listing Agreement does not offer a co-operating broker fee. Please include your requested fee in your offer.

- Broker represents that it has been authorized to negotiate the above-referenced Proposed Sale on Purchaser's behalf and, if requested, Broker shall submit appropriate documentation of such authorization satisfactory to CBRE. ("CBRE") and/or the Owner.
- Broker acknowledges and agrees that all information which Broker shall receive in connection with the Property and the Proposed Sale shall be confidential and Broker shall not disclose such information to any party (other than Purchaser and only after Purchaser has provided CBRE with a confidentiality agreement satisfactory to the Owner and CBRE) without the Owner's prior written consent. All plans, specifications, data, information, and the like concerning the Property, delivered to Broker or Purchaser, shall remain the property of the Owner and shall be returned to the Owner upon request.
- Broker acknowledges and agrees that the Owner shall have the unrestricted right, in its sole discretion, to reject, for any reason whatsoever, any and all offers submitted on behalf of the Purchaser and, at any time, to discontinue, for any reason whatsoever, or cause Broker to discontinue negotiations with the Purchaser and to refuse, for any reason whatsoever, to enter into a Proposed Sale with the Purchaser, all without incurring any liability or obligation to Broker for a commission or other compensation in connection therewith.
- Broker acknowledges that the Owner has not agreed to reserve the Property for the Purchaser, and Broker agrees that the Owner shall be free to negotiate with other purchasers for the sale of the Property and to deal with other brokers, purchasers, and persons for that purpose.
- Any offers and inquiries in connection with the Proposed Sale shall be forwarded to CBRE at its address hereinabove set forth, for CBRE's review and submission to the Owner.
- In the event that the Proposed Sale is consummated by a closing and transfer of title from the Owner to Purchaser, Broker agrees that all brokerage commissions, finders fee, and

other compensation to which Broker may be entitled to in connection with the Proposed Sale shall be paid to Broker by Purchaser and Broker agrees to look to Purchaser solely for such payment. Broker hereby acknowledges that neither CBRE nor the Owner has any obligation or responsibility for such commissions, fees and other compensation to Broker relating to the Proposed Sale.

- Broker agrees that it will not advertise the Proposed Sale transaction, nor place any notice thereof in any newspaper or other publication without first obtaining the prior written approval of the Owner.
- Broker agrees that Broker will not contact the tenants, leasing agents, or property management staff of the Property in connection with the Proposed Sale. Any and all questions related to the Property must be directed to the Owner.
- Broker represents and warrants that Broker is duly licensed as a real estate broker in the State or States where the property is located.
- Broker represents and warrants that Broker is the sole broker, other than the Owner's agents and CBRE, who introduced the Purchaser to the Property, and Broker agrees to indemnify and hold the Owner and CBRE, their successors and assigns, harmless from and against any and all liability, loss, cost, damage or expense, including reasonable attorneys' fees, arising directly or indirectly, in whole or in part out of any claim, demand or proceeding for a real estate brokerage commission, finder's fee or other compensation made by any other person or entity involving the Proposed Sale.

This agreement shall be governed by the laws of the State of California. This agreement represents the entire and integrated agreement among Cooperating Broker and CBRE and shall inure to the benefit of the Owner with respect to the subject matter hereof and may not be amended or supplemented verbally but only by a written instrument duly executed by the party to be charged.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

If the foregoing accurately sets forth our agreement, please sign and fax to Barbara Emmons at (213) 613-3561.

Very truly yours,

**BROKER**

\_\_\_\_\_  
(Print name of company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

E-mail Address: \_\_\_\_\_

**BROKER'S REGISTERED CLIENT**

\_\_\_\_\_  
(Print name of company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

E-mail Address: \_\_\_\_\_

AGREED TO:

**CBRE**

By: \_\_\_\_\_  
Barbara Emmons  
Vice Chairman