

Please fill out agreement and return to Mais Muwanes at Mais.Muwanes@am.jll.com

BIDDER REGISTRATION AGREEMENT ("AGREEMENT")

Property Address: Templeton Street and Coyote Bush Drive, San Diego, California

Assessor's Parcel Number: 678-690-70, 678-690-71, 678-690-72

We, the undersigned Bidder and Bidder's Broker (if applicable), hereby acknowledge and agree that JLL ("Broker"), through its agent: Sach Kirpalani ("Listing Agent") has been retained on an exclusive basis by the Regents of the University of California ("Regents") with respect to the offering for sale of the above-referenced property ("Property") via the Sealed Bid Sale. We further understand and acknowledge that the Regents has indicated that all inquiries and communications with respect to the marketing and Sealed Bid Sale of the Property shall be directed to the Broker and its Listing Agent, only.

The Broker and its Listing Agent have available for review certain information concerning the sale of the Property (collectively, the "Information"). Broker and the Listing Agent will not make such Information available unless you have executed this letter and thereby agree to be bound by its terms. The Regents, Broker and the Listing Agent are prepared to provide the Information for Bidder's consideration, subject to the conditions set forth below.

A. **No Broker:** _____ If initialed here, Bidder represents and warrants to Broker, Listing Agent, and the Regents that Bidder **is not** represented by a Bidder's broker, consultant or other agent with respect to the proposed Sealed Bid Sale of the Property.

B. **Co-Broker Registration:** _____ If initialed here, Bidder hereby designates _____ ("Bidder's Broker") as a Bidder's broker. Bidder and Bidder's Broker represent and warrant to Broker, Listing Agent, and the Regents that Bidder's Broker is the only cooperating Bidder's Broker or agent representing Bidder with respect to the Sealed Bid Sale of the Property. Bidder agrees to indemnify the Regents, Broker and Listing Agent from the dealings, actions, or representations of Bidder's Broker.

C. **Commission:** The sale of the Property is subject to a separate listing agreement with the Listing Agent. Proposals submitted in which the bidder is represented by a licensed real estate broker must identify the Bidder's broker on the Bidder Registration Agreement. The total commission payable to the Designated Bidder's broker so long as escrow closes is Two Percent (2.0%) of the bid amount under the terms of the listing agreement.

D. **Responsibility for Bidder's Broker:** Bidder is hereby advised that Broker and listing Agent are acting on behalf of the Regents as its exclusive agent in connection with the sale of the Property. If the Bidder has designated a Bidder's Broker to act as Bidder's agent in this transaction, and should the Bidder be the purchaser of the Property, Bidder agrees that Bidder is solely responsible for

Bidder's Broker's actions with regard to Bidder's dealings regarding the Property.

E. **Indemnification:** Bidder agrees to indemnify, hold harmless and defend (by counsel acceptable to Broker and the Regents) Broker, Listing Agent, the Regents and their respective affiliates, successors and assigns, advisors, agents, representatives, shareholders, employees, officers and directors against any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any broker, finder or similar agent (including but not limited to a cooperating Bidder's Broker, who is not a party to a fully executed Agreement) for commissions, fees or other compensation arising out of or relating to any interest, bid, offer or agreement relating to the Property by Bidder or its affiliates, advisors, agents, representatives, shareholders, employees, officers or directors. Bidder's indemnity obligations under this Agreement shall survive the termination of this Agreement or the discontinuation or the consummation of the sale of the Property by the Regents.

F. **No Assignment by Bidder's Broker:** Without the prior written consent of the Regents, Bidder's Broker shall not have the right to assign, transfer or convey any of its rights, title, or interest hereunder, nor shall it have the right to delegate any of the obligations or duties required to be kept or performed by it hereunder, except to an entity controlled by or which controls Bidder's Broker. Any assignment in violation of this paragraph shall be null and void.

G. **Governing Laws:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law considerations, and applicable federal laws and regulations.

H. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the parties regarding the subject matter of this Agreement and supersedes all prior agreements and understandings.

I. **Authority:** Each of the undersigned signatories represents that he or she is duly authorized to execute this Agreement on behalf of the entity for which he or she is signing.

J. **Survival of Terms:** Termination of this Agreement for any reason shall not release any party from any liabilities or obligations set forth in this Agreement, which (1) the parties have expressly agreed will survive any such termination; or (2) remain to be performed or by their nature would be extended to be applicable following any such termination.

K. **Disclaimer of Warranty:** Neither Broker nor the Regents has made or makes any warranty, whether express, implied or statutory, with respect to any information provided to Bidder or Bidder's Broker and neither Broker nor the Regents accept any responsibility for any expenses, losses, or actions incurred or undertaken by Bidder's Broker, Bidder or any authorized persons as a result of the receipt or use of, or reliance upon, such information.

Executed and to be effective as to each of the undersigned as of the date affixed to each respective signature below:

Agreed by Bidder:

By: _____

Name: _____

Title: _____

Address: _____

Phone: () _____

Fax: () _____

E-Mail: _____

Date: _____

Agreed by Bidder's Broker:

By: _____

Name: _____

Title: _____

Address: _____

Phone: () _____

Fax: () _____

E-Mail: _____

Date: _____