



101 CALIFORNIA STREET, SUITE 2950
SAN FRANCISCO, CALIFORNIA 94111
TEL (415) 228-2900 FAX (310) 526-9085

Attn: Christopher Hoffmann or Rikki Keating

BROKER CONFIDENTIALITY AND REGISTRATION AGREEMENT

402 Santa Monica Boulevard
Santa Monica, CA

February 2009

You (the "Broker") have advised Eastdil Secured and Muselli Commercial Realtors that you wish to register a client with respect to the potential purchase of the Property. Eastdil Secured and Muselli Commercial Realtors have been retained on an exclusive basis by CIM/402 Santa Monica L.P. (the "Owner") with respect to the offering for sale of the Property. The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Eastdil Secured and Muselli Commercial Realtors. All fees due Eastdil Secured and Muselli Commercial Realtors in connection with the sale of the Property shall be paid by the Owner.

Eastdil Secured and Muselli Commercial Realtors have available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). Eastdil Secured and Muselli Commercial Realtors 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. On behalf of the Owner, Eastdil Secured and Muselli Commercial Realtors are prepared to consider the Broker's registration of the undersigned principal (the "Registered Potential Purchaser"). Upon Eastdil Secured and Muselli Commercial Realtors's receipt of this executed agreement, Eastdil Secured and Muselli Commercial Realtors are 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 Eastdil Secured and Muselli Commercial Realtors shall continue to be the property of the Owner and Eastdil Secured and Muselli Commercial Realtors. The Informational Materials will be used by the Broker solely for the purpose of presenting same to the Registered Potential Purchaser and may not be copied or duplicated without Eastdil Secured and Muselli Commercial Realtors's written consent and must be returned to Eastdil Secured and Muselli Commercial Realtors immediately upon Eastdil Secured and Muselli Commercial Realtors's request or when the Registered Potential Purchaser terminates negotiations with respect to the Property.
2. Neither Broker nor the Registered Potential Purchaser will disclose the Informational Materials to any person other than the Registered Potential Purchaser, unless Eastdil Secured and Muselli Commercial Realtors have approved in writing such disclosure, provided, however, that the Informational Materials may be disclosed to the Registered Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property. 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. The Registered Potential Purchaser authorizes the Broker to represent it as its Broker with respect to the purchase of the Property. The Registered Potential Purchaser agrees to pay any and all compensation claimed by Broker, and both the Registered Potential Purchaser and the Broker, hereby agree to indemnify Eastdil Secured and Muselli Commercial Realtors and the Owner against any compensation, fee, loss, liability or expense, including attorney's fees, arising from claims by Broker or any other party the Registered Potential Purchaser or Broker has had dealings with, excluding Eastdil Secured and Muselli Commercial Realtors, in connection with the proposed transaction. The Broker agrees that it will not look to Eastdil Secured and Muselli Commercial Realtors or the Owner for any compensation in connection with the proposed transaction and the Broker agrees it will not discuss the Property with any other party other than the Registered Potential Purchaser and that it will not distribute the Materials or excerpts to any other party. The Potential Purchaser acknowledges that it is a principal in connection with the purchase of the Property and the Potential Purchaser hereby agrees that he will not look to the Owner or Eastdil Secured and Muselli Commercial Realtors for any commission, fee or other compensation in connection with the sale of the Property. Additionally, the Potential Purchaser acknowledges that he has not had any discussions regarding the Property with any broker or agent other than Eastdil Secured and Muselli Commercial Realtors and the Broker.
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 Eastdil Secured and Muselli Commercial Realtors 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 Eastdil Secured and Muselli Commercial Realtors by others and has not been independently verified by Eastdil Secured and Muselli Commercial Realtors and is not guaranteed as to completeness or accuracy. The Broker agrees that neither Eastdil Secured and Muselli Commercial Realtors 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.
6. The Broker hereby indemnifies and saves harmless Eastdil Secured and Muselli Commercial Realtors 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, 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 or, 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.
7. 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.
8. This Agreement sets forth the entire agreement of the parties, supersedes all prior writings and oral communications and may be amended only in writing. The Owner is an intended third party beneficiary of this Agreement, which may be enforced by Owner. In the event of a dispute, the prevailing party shall be entitled to attorneys' fees.

If in agreement with the foregoing, please return two original signed copies of this agreement to Eastdil Secured and Muselli Commercial Realtors at the above address/fax number.

BROKER:

REGISTERED POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO

ACCEPTED AND AGREED TO

THIS ___ DAY OF ___, 2009

THIS ___ DAY OF ___, 2009

(Signature)

(Signature)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

COMPANY: _____

COMPANY: _____

ADDRESS: _____

ADDRESS: _____

PHONE NUMBER: _____

PHONE NUMBER: _____

FAX NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

E-MAIL: _____