

**BIDDER REGISTRATION AGREEMENT (“AGREEMENT”)**  
**9113 Olmo Lane, Dixon, CA**

Assessor Parcel Numbers: Solano County assessor’s parcel numbers are 110-090-02 & 110-090-03.

We, the undersigned Bidder and Bidder’s Broker (if applicable), hereby acknowledge and agree that TRI Commercial (“Broker”), through its agents: Jim Wirth (“Listing Agent”) has been retained on an exclusive basis by the Regents of the University of California (“the Regents”) with respect to the offering for sale of 9113 Olmo Lane, Dixon, CA (“Property”) via 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 Broker and its Listing Agents, only.

Broker and its Listing Agents have available for review certain information concerning the sale of the Property (collectively, the “Information”). Broker and Listing Agents will not make such Information available unless Bidder and Bidder’s Broker have executed this letter and thereby agree to be bound by its terms. The Regents, Broker, and Listing Agents 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 Agents, 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, and authorizes Broker and Listing Agents to recognize Bidder’s agreement with such Bidder’s Broker. Bidder and Bidder’s Broker represent and warrant to Broker, Listing Agents, and the Regents that Bidder’s Broker is the only cooperating Bidder’s Broker or agent representing Bidder with respect to the proposed Sealed Bid Sale of the Property. Bidder agrees to indemnify the Regents, Broker, and Listing Agents from the dealings, actions, or representations of Bidder’s Broker.

C.     **Commission:** The sale of the Property is subject to a listing agreement with Listing Agent. Proposals submitted in which the Bidder is represented by a licensed real estate broker must identify the Bidder's Broker herein. The Regents will pay only the total fee/commission of two percent (2.0%) of the bid amount to Bidder’s Broker upon close of escrow

D.     **Responsibility for Bidder’s Broker:** Bidder is hereby advised that Broker and Listing Agents are acting on behalf of the Regents as its exclusive agent in connection with the proposed

sale of the Property. If Bidder has designated a Bidder's Broker to act as Bidder's agent in this transaction, and should 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 Agents, the Regents and their respective affiliates, successors and assigns, advisors, agents, representatives, shareholders, employees, officers, and directors against any loss, liability or expense, including but not limited to 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 any of 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 Broker, 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 with respect to the subject matter thereof.

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, Listing Agents, 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, Listing Agents, nor the Regents accepts 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: \_\_\_\_\_

**Once this Registration Form is completed, please return it to Jim Wirth, Exclusive Agent, by email to [jim.wirth@tricommercial.com](mailto:jim.wirth@tricommercial.com) and Jim will set up and send your log-in information for access to our due diligence files in the virtual data room**