



FINDER'S FEE AGREEMENT

This Finder's Fee Agreement (this "Agreement") sets forth the agreement and understanding between _____ ("Finder") and KCB Management (with its affiliated entities, collectively, "KCB") in connection with the introduction or presentation by Finder to KCB of a target property ("Property") for proposed acquisition or to a sponsor of a real property transaction ("Sponsor"), on the following terms and conditions.

If KCB acquires all or a portion of a Property introduced to KCB by Finder or funds a joint venture arrangement with a Sponsor (either, a "Sale Transaction"), KCB shall be required to pay a fee to the Finder, but only if all of the following conditions are satisfied: (a) the Sale Transaction closes within 18 months of the date of signature below (the "Term"); (b) Finder is not owed a fee by the seller, Sponsor or any other party other than KCB in the Sale Transaction; (c) Finder fulfills all of its obligations as set forth in this Agreement; and (d) KCB has not previously had contact with, or been introduced to, the Property or Sponsor or otherwise has not reviewed a possible Sale Transaction involving the Property or Sponsor with any other advisor of KCB. If a Sale Transaction has not closed during the Term, but good faith negotiations between KCB and the Property owner or Sponsor about a Sale Transaction continue subsequent to the Term, KCB shall still pay the Finder's Fee (defined below) or Equity Placement Fee (defined below), as the case may be, to Finder to the extent that such negotiations directly result in the closing of a Sale Transaction and all other conditions contained in this Agreement are satisfied (notwithstanding that the Agreement has terminated).

The fee payable to Finder for introducing a Property (the "Finder's Fee") is a standard 1% of the purchase price consideration. If KCB acquires less than 100% of the property, the purchase price consideration from which the Finder's Fee will be calculated will be pro-rated based on KCB's implied ownership percentage of the total property value at the time of the transaction closing. The fee payable to Finder for introducing a Sponsor (the "Equity Placement Fee") shall be 2% of the equity invested by KCB in the transaction at the close of escrow. The Equity Placement Fee shall be paid to Finder only in connection with the first transaction consummated between KCB and the Sponsor during the Term.

The applicable fee shall be paid in full at the time of the closing of the Sale Transaction. At no time shall KCB be obligated to enter into a Sale Transaction at any time prior to the execution and delivery of mutually acceptable definitive documents in connection with such Sale Transaction. KCB shall not be liable to pay any fee to Finder unless and until KCB closes the Sale Transaction with a Property or Sponsor introduced to KCB by Finder. KCB shall not be liable to Finder for any fees, costs, expenses or other amounts, other than the Finder's Fee or Equity Placement Fee, unless KCB has provided its prior written consent to pay any such additional amounts.

Purchase price consideration is defined as the total purchase price actually paid by KCB to the seller in the Sale Transaction, including (a) cash, (b) notes, (c) any earn-out or other deferred payments (collectively, "Deferred Payments"), plus (d) the assumption of any interest bearing debt of the Property. With respect to Deferred Payments, KCB shall not be liable to pay Finder any Finder's Fee with respect to such Deferred Payments until such time as the Deferred Payment is actually paid to seller. Equity investment in a transaction with a Sponsor shall mean the total cash or non-cash investment in the Sale Transaction with the Sponsor, including (a) cash, (b) notes or (c) any contingent payments. With respect to contingent payments, KCB shall not be liable to pay Finder any Equity Placement Fee with respect to such contingent payments until such time as the contingent payments are actually made in connection with the Sale Transaction.

The Finder shall use its best efforts to assist KCB as KCB shall reasonably request. Information regarding any Property shall at a minimum include the name of the Property, the owner(s) of the Property, any co-broker arrangements, any intermediary to be paid a fee by Property owner, and any financial information (including rents and NOI) known to Finder. Information regarding any Sponsor shall at a minimum include the name of the Sponsor, the material terms of the Sale Transaction, any intermediary to be paid a fee by Sponsor, and any financial information

regarding the Sale Transaction and Sponsor known to Finder. KCB recognizes that Finder makes no representations regarding the accuracy or completeness of the information provided by the Property owner or Sponsor. If requested by KCB, Finder shall arrange communications between KCB and Property owner or Sponsor as well as facilitate the flow of information between KCB and the Property. KCB shall always have the right to work directly with the Property owner or Sponsor without using the Finder but shall still be liable for any fee if the fee criteria above have been met. Under no circumstances shall Finder be deemed an agent of KCB, and Finder is not authorized to bind KCB to any agreement or to make any representation or warranty on behalf of KCB. This Agreement is solely for the benefit of KCB and Finder and is not intended to confer, and shall not be deemed to confer, any benefits upon, or create any rights in favor of, any person or entity other than the parties listed hereto.

Finder is aware that KCB, in its ongoing business, maintains active contacts with a large number of companies and financial advisors, and may have established contact with, or been introduced by another intermediary, to Property or Sponsor prior to the introduction or referral by Finder. In addition, Property owner or Sponsor may have retained a broker or other advisor for a Sale Transaction, and KCB may be designated by Property owner, Property owner's advisors, or Sponsor as a potential acquirer of the property such that KCB is contacted by Property owner, its advisors, or Sponsor. Should the foregoing occur, KCB will not be responsible for any fees for any service provided by Finder with respect to any acquisition of the Property by KCB or any Sale Transaction with the Sponsor.

The finder is not a "broker" or "dealer" within the meaning of Section 3(a)(4) of the Securities Exchange Act of 1934, as amended (the "1934 Act") and is not required, nor by entering into this agreement or performing hereunder shall be required, to register as a broker or dealer under Section 15 of the Act.

This agreement shall be governed by the laws of the State of California and may be amended only in writing signed by each party and contains all the provisions, conditions, understandings, and agreements between the parties hereto with respect to the subject matter hereof. Any and all prior agreements between the parties hereto with respect to such subject matters are hereby superseded by this agreement. No waiver shall be effective against any party unless it is in writing and signed by that party.

This agreement may be cancelled upon thirty (30) days prior written notice by either party.

<p>KCB MANAGEMENT, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Accepted and agreed this ____ day of _____:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>_____ (COMPANY)</p> <p>_____ (STREET)</p> <p>_____ (CITY/STATE/ZIP)</p> <p>_____ (TELEPHONE)</p> <p>_____ (FACSIMILE)</p> <p>_____ (E-MAIL)</p>
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