

**CONFIDENTIALITY AND
NONDISCLOSURE AGREEMENT**

**Clarendon Crest
22144 Clarendon Street
Los Angeles, CA**

This Confidentiality and Nondisclosure Agreement (this "Agreement") is entered into by the undersigned prospective purchaser ("Prospective Purchaser") for the benefit of Clarendon Crest, LLC, a Delaware limited liability company ("Owner"), and Marcus & Millichap ("Broker"). Owner is the owner of those certain real estate assets commonly known as 22144 Clarendon Street, Los Angeles, California (the "Property"). The effective date of this Agreement is _____, 2017 (the "Effective Date"). The terms of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, shall continue for a period of two (2) years. Owner and Broker are requiring, and will be relying on, Prospective Purchaser's execution of this Agreement as a condition to Owner and Broker providing Confidential Information (as hereinafter defined) to Prospective Purchaser. In consideration of being provided Confidential Information, Prospective Purchaser agrees as follows:

1. Subject to the provisions of the immediately following sentence, the term "Confidential Information" as used herein means, collectively, (i) all information furnished by or on behalf of Owner or Broker, or discovered by Prospective Purchaser during its due diligence investigations, regarding the Property, the Property's operation and/or a possible purchase of the Property by Prospective Purchaser (the "Proposed Transaction"), (ii) all analyses, notes, summaries or computer files generated by or for Prospective Purchaser or its Representatives (as hereafter defined) which are based upon or incorporate the information referred to in clause (i), and (iii) items and terms discussed or negotiated in connection with the Proposed Transaction. Notwithstanding the preceding sentence, "Confidential Information" shall not include information that (a) was in Prospective Purchaser's possession prior to the Effective Date hereof (provided that, to Prospective Purchaser's knowledge, the source of the information was not prohibited from transmitting it to Prospective Purchaser), (b) is or becomes publicly known, except for any such information that becomes publicly known because of disclosure by Prospective Purchaser or any of its Representatives in violation of this Agreement, or (c) becomes available to Prospective Purchaser or its Representatives on a non-confidential basis from a source other than Owner or any of its representatives (including, without limitation, Broker), provided that such source is not known by Prospective Purchaser or its Representatives to be bound by a confidentiality agreement with, or other obligation of secrecy to, Owner or its Representatives to treat such information confidentially.

2. At any time upon the written request of Owner, subject to the balance of this Section 2, Prospective Purchaser must return to Owner, or destroy, the Confidential Information and any and all records, notes and other written, printed, or tangible materials pertaining to that Confidential Information in its possession. Such return or destruction must occur within five (5) business days after Owner's request. If Prospective Purchaser chooses to destroy the Confidential Information, then such destruction must be certified to in writing and such certification delivered to Owner within such five (5) business day period. Notwithstanding the foregoing, Prospective Purchaser may retain Confidential Information solely to the extent necessary to comply with applicable laws, regulatory rules and regulations or Prospective Purchaser's record retention policies, and back-up archiving procedures. Prospective Purchaser shall keep any such retained copies of Confidential Information confidential in accordance with the terms of this Agreement.

3. Prospective Purchaser agrees that the Confidential Information will be used solely to evaluate the Proposed Transaction and must be kept confidential by Prospective Purchaser and its Representatives. Prospective Purchaser will not disclose Confidential Information or permit it to be disclosed to any other

party, provided, however, that Confidential Information may be disclosed (and copies provided) to Prospective Purchaser's directors, officers, employees, actual and potential financing sources, consultants, legal counsel, affiliates and advisors (collectively, "Representatives"), but only to the extent necessary to evaluate the Proposed Transaction, and, provided further, that such Representatives have agreed to be bound by the terms of this Agreement. Prospective Purchaser shall be responsible for any disclosure by its Representatives of the Confidential Information that is not expressly authorized hereby. Prospective Purchaser agrees to be responsible for enforcing the confidentiality provisions herein with respect to its Representatives. Within five (5) business days following Owner's request therefor, Prospective Purchaser will provide the names and addresses of all Representatives to whom Prospective Purchaser has provided Confidential Information. Neither Prospective Purchaser, nor any of its Representatives, shall directly or indirectly communicate with any property manager, service contractors, lien holders or other parties with any interest in or contractual relationship affecting the Property, except in the ordinary course of business unrelated and without reference to the Proposed Transaction.

4. Prospective Purchaser for itself and on behalf of its Representatives, acknowledges and agrees that, except as may be expressly set forth in a fully executed, definitive purchase agreement, neither Owner nor any of its affiliates, agents or advisors (including, without limitation, Broker), and none of their respective officers, directors, employees, agents or controlling persons, has made or hereby makes any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information. None of the foregoing persons shall have any liability to Prospective Purchaser or its Representatives relating to or arising from the use of any Confidential Information or for any errors therein or omissions therefrom. Prospective Purchaser and its Representatives are not entitled to rely on the accuracy or completeness of the Confidential Information. Prospective Purchaser and its Representatives will rely solely on their own independent investigation, analysis, appraisal and evaluation of the facts and circumstances in connection with the Proposed Transaction.

5. Owner may conduct the process that may or may not result in the Proposed Transaction in such manner as Owner, in its sole discretion, may determine (including, without limitation, negotiating and entering into a definitive purchase agreement with any third party without notice to Prospective Purchaser). Owner reserves the right to change (in its sole discretion, at any time and without notice) the procedures relating to Owner's and Prospective Purchaser's consideration of the Proposed Transaction. This Agreement is not an offer to sell and shall not be construed as such. Owner is under no obligation to sell the Property by virtue of this Agreement. Owner may discontinue the marketing of the Property at any time for any reason or no reason in Owner's sole discretion and without notice to Prospective Purchaser.

6. In the event that Prospective Purchaser or any of its Representatives is requested or required to disclose any of the Confidential Information in connection with a legal demand or legal proceeding, Prospective Purchaser shall provide Owner with prompt written notice of any such request or requirement so that Owner may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of (a) a protective order or other remedy or (b) the receipt of a waiver by Owner, Prospective Purchaser or any of its Representatives is nonetheless, in the written opinion of counsel, legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, then Prospective Purchaser or its Representatives may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information that such counsel advises Prospective Purchaser is legally required to be disclosed, provided that Prospective Purchaser exercises its reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with Owner, at Owner's expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

7. Owner would be irreparably and immediately harmed and could not be made whole by monetary damages in the event of any breach of this Agreement by Prospective Purchaser or any of its Representatives. Accordingly, it is agreed that, without prejudice to any rights and remedies otherwise available to Owner, Owner shall be entitled (i) to equitable relief by way of injunction in the event of a breach of any provision of this Agreement, and (ii) to compel specific performance, in each case without the need for proof of actual damages. Prospective Purchaser shall indemnify Owner, Broker and the Property for, and hold Owner, Broker and the Property harmless from and against, any losses, liabilities, liens, claims, damages, costs and expenses, including reasonable attorneys' fees (collectively "Damages") that Owner or Broker may incur or suffer in connection with the breach of this Agreement and its enforcement, including without limitation any Damages arising from the claims of any broker, finder or similar agent (other than Broker) for commissions, fees or other compensation in connection with the Proposed Transaction based on alleged dealings with Prospective Purchaser.

8. This Agreement shall be binding upon Prospective Purchaser's successors and assigns and shall inure to the benefit of and be enforceable by the respective successors and assigns of Owner and Broker. Owner, Broker and their respective successors and assigns shall be deemed the beneficiaries of this Agreement, and shall be entitled to all the rights and remedies accorded to such parties at law or in equity. This Agreement shall be governed by the laws of the state in which the Property is located without regard to principles of conflicts of laws. This Agreement may be waived, amended or modified only by a written instrument signed by all of Owner, Broker and Prospective Purchaser, which written instrument shall set forth specifically the provisions of this Agreement that are to be so waived, amended or modified. Time is of the essence in connection with the performance of Prospective Purchaser's and Prospective Purchaser's Representatives' obligations pursuant to this Agreement

9. Prospective Purchaser's duty to protect Owner's Confidential Information shall survive expiration or termination of this Agreement and the Confidential Information shall remain subject to the applicable terms of this Agreement in perpetuity. Written notice to Prospective Purchaser shall be accomplished (a) personally, (b) by letter posted through the United State Postal Service, certified mail, (c) by Federal Express or other reputable courier service providing evidence of delivery, or (d) by a PDF or similar attachment to an email provided that such email attachment shall be followed within one (1) business day by delivery of such notice pursuant to clause (a), (b) or (c) above, and in any event addressed to the authorized representative, title and record address set out below.

Prospective Purchaser:

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____