

CONFIDENTIALITY AGREEMENT | PREMIER INLAND EMPIRE IOS PORTFOLIO

This letter agreement (this "Agreement") is entered into as of the date of execution of this Agreement by and between the undersigned in its capacity as a prospective purchaser ("**Recipient**") to and for the benefit of **SCG/DP 5th Street, LLC; SCG DP TIPPECANOE, LLC; and SCG/DP YUCCA ("Owner")**, in connection with the review by the Recipient of certain information provided by Owner and its affiliate, agents and representatives involving that certain Portfolio commonly referred to as Premier Inland Empire IOS Portfolio, consisting of properties located at: 446 & 469 S. Yucca Ave, Rialto, CA and 1066 N. Tippecanoe Ave & 1938 W. 5th St, San Bernardino CA (the "**Portfolio**"). Such analysis requires the disclosure of confidential and proprietary information concerning the Portfolio and the Owner of the Portfolio.

1. CONFIDENTIAL INFORMATION.

1.1. All information provided before or after the date hereof by Owner or any of its representatives (hereinafter defined) to Recipient or its affiliates, agents, representatives (including attorneys, accountants and financial advisors), directors, officers or employees (collectively, "**representatives**") with respect to the Portfolio and/or the Owner, will be treated by Recipient and its representatives as confidential. "**Information**" shall include (a) all information relating to the Portfolio and/or Owner in written, oral or other tangible or intangible forms which may include, but is not limited to, Portfolio information, plans, drawings, surveys, financial models, investment data or information, valuations, appraisals, financial statements and other technical, financial, operations or business or Portfolio information, (b) all analyses, compilations, studies or other documents prepared by Recipient or its representatives containing or based in whole or in part on any such information furnished by Owner or its representatives and (c) the existence of the Potential Transaction (as defined below). The term "Information" does not include information which is or becomes generally available to the public other than as a direct or indirect result of a disclosure by Recipient or its representatives.

1.2 Recipient shall:

1.2.a hold the Information in confidence;

1.2.b restrict disclosure of the Information solely to those of its representatives with a need to know, solely to analyze the Portfolio in connection with the potential transaction with respect to the Portfolio (the "**Potential Transaction**") between Owner and/or its affiliates and Recipient and/or its affiliates, and not disclose the Information to any other third persons;

1.2.c be responsible for any breach of this Agreement by its representatives; and

1.2.d use the Information only as needed in connection with evaluating or performing the Potential Transaction.

1.3 Without the prior written consent of Owner, Recipient will not, and Recipient will direct its representatives who are given access to the Information not to, disclose to any person (other than a person authorized hereunder) the fact that the Information has been made available to Recipient, that discussions or negotiations among Owner and/or its affiliates and Recipient and/or its affiliates are taking place or any of the terms, conditions, or other facts with respect to the Potential Transaction, including the status thereof. Neither Recipient nor any of its representatives shall communicate with respect to the Portfolio with the holder of the senior loan on the Portfolio, any ground lessor of any portion of the Portfolio, or any tenant or any manager or other person having rights or responsibilities with respect to the operations, occupancy, management and/or leasing of the Portfolio, nor shall Recipient or any of its representatives make any public disclosure regarding the subject of this agreement or contact any governmental body or administrative agency for information relating to the Portfolio. Recipient agrees that neither Recipient nor any of its representatives shall seek to gain access to any non-public areas of the Portfolio other than as made available by Owner or with Owner's **express consent**.

2. OWNERSHIP AND RETURN OF INFORMATION.

2.1 All Information provided to Recipient or its representatives by Owner or its representatives is and at all times will remain the Portfolio of Owner, and immediately upon written request, Recipient will return all Information (and all copies thereof) received in tangible form to Owner.

2.2 Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed by Owner or its representatives.

3. GENERAL PROVISIONS.

3.1 In the event that Recipient or its representatives are requested or become legally compelled (by court order, interrogatories, subpoenas for the production of documents, civil investigative demand or similar process) to disclose any of the Information, it is agreed that Recipient or its representatives, as the case may be, will provide Owner with prompt written notice (unless prohibited by law) of each such request so that Owner may seek a protective order or other appropriate remedy and or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Owner waives compliance with the provisions of this Agreement, Recipient agrees that it will furnish only that portion of the Information which is legally required and Recipient will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to that portion of the Information which is being disclosed.

3.2 All provisions of this Agreement are intended to be interpreted and construed in a manner to make such provisions valid, legal and enforceable. The invalidity or unenforceability of any phrase or provision hereof shall in no way affect the validity or enforceability of any other portion of this Agreement, and such terms shall be deemed modified, restricted or omitted to the extent necessary to make the Agreement enforceable.

3.3 The terms, provisions and obligations contained in this Agreement shall survive the termination of Recipient's analysis of the Information.

3.4 Recipient understands and acknowledges that Owner docs do not make any representations or warranties as to the accuracy or completeness of the Information. Recipient agrees that Owner and its representatives shall not have any liability under this Agreement to Recipient or any of its representatives.

3.5 Recipient agrees to indemnify and hold Owner and its representatives harmless from any losses, damages, claims, lawsuits or regulatory proceedings, and from any costs and expenses, including reasonable attorneys' fees, incurred in connection therewith, arising from a breach of this Agreement by Recipient or its representatives.

3.6 This Agreement shall be governed and construed in accordance with the laws of the state where the Portfolio is located, without regards for conflicts of law, and shall benefit and be binding upon the parties hereto and their respective successors and assigns. THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

3.7 No failure or delay by Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The parties acknowledge that the breach or threatened breach of this Agreement may result in irreparable injury to Owner and that, in addition to its other remedies, Owner shall be entitled to injunctive relief to restrain any threatened or continued breach of this Agreement. Recipient hereby waives any requirement for the posting of a bond or other security in connection with the granting to Owner of such injunctive relief.

3.8 It is agreed by the parties hereto that, notwithstanding the use herein of the **words writing," "execution," "signed," "signature," or other words of similar import, the parties** intend that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper- based record keeping system (as the case might be) to the extent and as provided for in any applicable law including the Federal Electronic Signatures in Global and National Commerce Act or any other similar state laws based on the Uniform Electronic Transactions Act. The parties hereto acknowledge that Recipient's act of accessing the Owner's Information shall signify that Owner has accepted Recipient's electronically signed copy of the Agreement, and Recipient being provided such access shall signify Owner's electronic signature thereto. Recipient furthermore acknowledges and agrees that its electronic signature to this Agreement and being provided access to the Owner's Information shall evidence the parties' mutual agreement of the terms hereof and, without further act by either party, this Agreement shall be admissible in a court of competent jurisdiction as irrefutable evidence of the parties' respective intention to be bound by the terms and conditions of this Agreement notwithstanding the absence of any receipt of a handwritten signature from the Owner.

3.9 Recipient represents that this Agreement has been duly authorized and executed by it or its duly authorized officers or agents and constitutes a valid, binding, and enforceable obligation of Recipient.

RECIPIENT:

By: _____

Name: _____

Title: _____