

**OCEANWIDE PLAZA LOS ANGELES
CONFIDENTIALITY AGREEMENT**

Date: _____

Mr. Mark Tarczynski
Colliers International
Mr. Jeffery Azuse
Hilco Real Estate LLC
865 S Figueras St, 35th Floor
Los Angeles, CA 90017

Gentlemen:

_____ (“**Purchaser**”) is considering a proposed transaction with Colliers International Greater Los Angeles, Inc and Hilco Real Estate, LLC (collectively, “**Brokers**”), specifically, purchasing Oceanwide Plaza (the “**Proposed Transaction**”). In connection with the Proposed Transaction, Brokers will provide Purchaser with certain material, including (i) non-public information concerning the business, prospects, operations, financial structure, assets and (ii) analyses, compilations, forecasts, studies or other documents prepared by Brokers or its representatives (the “**Evaluation Material**”). As a condition to, and in consideration of, furnishing the Evaluation Material, Purchaser agrees to treat the Evaluation Material in accordance with the following.

1. Purchaser’s Rights and Duties.

A. Purchaser agrees the Evaluation Material is confidential and will be used by Purchaser for the sole purpose of determining Purchaser’s interest in the Proposed Transaction.

B. Purchaser may disclose the Evaluation Material to Purchaser’s members, managers, partners, officers, directors, employees, legal or financial advisors, representatives, lenders, affiliates and potential co-investors (the “**Representatives**”) (i) who are involved in evaluating and/or approving the Proposed Transaction, (ii) who are informed by Purchaser of the confidential nature of the Evaluation Materials, and (iii) who agree to act in accordance with the terms of this letter agreement (the “**Confidentiality Agreement**”).

C. Purchaser agrees to take reasonable precautions to maintain the confidentiality of the Evaluation Material and to inform its Representatives of its confidential nature.

2. Excluded Material. The term “**Evaluation Material**” does not include any information that:

A. is or becomes publicly available (other than as a result of a breach by Purchaser of this Confidentiality Agreement);

B. is or becomes available to Purchaser or its Representatives from a source other than Brokers, provided Purchaser has no actual knowledge that such source was bound by a confidentiality agreement with respect to such information;

C. has been or shall be otherwise independently acquired or developed by Purchaser or any of its Representatives without violating the terms of this Confidentiality Agreement; or

D. is known by Purchaser or its Representatives prior to its disclosure to Purchaser by Brokers.

3. Compelled Disclosure. If Purchaser is requested or compelled by court order, decree, subpoena or other process or requirement of law to disclose the Evaluation Material, Purchaser shall provide reasonably prompt written notice (unless such notice is prohibited by law) to Brokers of any such requirement so Brokers may, at their option and expense, seek a protective order or other appropriate remedy. Purchaser agrees to cooperate with Brokers in any such proceeding, at the expense of Brokers, provided the foregoing shall not be construed to require Purchaser or its Representatives to undertake litigation or other legal proceedings on their own behalf. Regardless of whether or not such protective order or other appropriate remedy is obtained, Purchaser will only provide that portion of the Evaluation Material it is required to provide.

4. Return or Destruction. If Purchaser determines it is not interested in pursuing the Proposed Transaction, or if Brokers terminate negotiations with respect to the Proposed Transaction, at Brokers' written request, Purchaser shall promptly return to Brokers or promptly destroy the Evaluation Material. Any oral information will continue to be subject to the terms of this Confidentiality Agreement. Notwithstanding the foregoing, Purchaser may retain all analyses, computations, studies or reports prepared by Purchaser or its Representatives and/or any extracts from the Evaluation Material contained in such analyses, computations, studies or reports, but any such retained information must be kept confidential and subject to the terms hereof and further, Purchaser agrees not to make this information available to Brokers' competitors following the expiration of this Confidentiality Agreement.

5. Purchaser's Risk. Brokers and their respective officers and employees make no representations or warranties as to the accuracy or completeness of the Evaluation Material, although Brokers shall endeavor to include information they believe relevant for purposes of Purchaser's evaluation. Brokers shall have no liability to Purchaser relating to, or resulting from, the use of the Evaluation Material, unless Brokers provide an express representation or warranty in a writing signed by Brokers.

6. Equitable Relief. It is understood and agreed that money damages would not be a sufficient remedy for a breach of this Confidentiality Agreement and that in addition to all other remedies available at law or in equity, Brokers shall be entitled to equitable relief, including injunction and specific performance, without proof of actual damages.

7. Term of Agreement. Purchaser's obligations of confidentiality under this Confidentiality Agreement shall expire one year from the date stated in the heading of this Confidentiality Agreement.

8. General Terms. This Confidentiality Agreement embodies the entire understanding between the parties hereto with respect to the Evaluation Material and supersedes any prior agreements relating thereto. This Confidentiality Agreement may only be modified in writing by the parties hereto. This Confidentiality Agreement shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to conflict of laws principles. The venue for any lawsuit or other proceeding arising out of, related to, or regarding this Confidentiality Agreement shall be in Los Angeles, California. The parties hereto waive their right to trial by jury relating to any breach hereof.

Please confirm your agreement to the foregoing by signing and returning an executed copy of this letter to us.

Very truly yours,

Company: _____

By: _____

Title: _____

Email: _____

Mobile #: _____

Broker Acceptance:

By: _____

Title: _____

Company: _____