

Please return this form to Courtney Farrington at Courtney.farrington@am.jll.com

Confidentiality Agreement

Sale of: 3565 Del Rey Street, San Diego, California

("Proposed Transaction")

Following your execution of this letter, you will be provided with confidential information from Jones Lang LaSalle Americas, Inc. and/or one or more of its affiliates, representatives or advisors (collectively, "Broker") and Owner and/or one or more of its affiliates, partners, representatives or advisors (collectively, "Seller") relating to the Proposed Transaction. In furnishing such information, Broker and/or Seller are relying on your agreement to preserve the confidential nature of all such information, whether furnished before or after the date of this letter agreement (collectively, the "Evaluation Material"); provided, however, that there shall be no obligation under this letter agreement with respect to any Evaluation Material which (i) is or becomes generally available to the public or (ii) is required by law or requested by judicial process to be disclosed. You agree that such material will be used solely for the purpose of evaluating (at your sole cost and expense) whether you have an interest in pursuing the Proposed Transaction.

To facilitate your review, you are authorized to disclose the Evaluation Material to your directors, partners, officers, employees, attorneys, accountants or other professional representatives and consultants who need to know such information for the purpose of evaluating the Proposed Transaction (collectively, "Advisors"); provided, however, that such Advisors will be informed by you in writing of the confidential nature of such information and will be directed by you in writing to treat such information confidentially and to otherwise comply with all of the provisions of this letter agreement. Without the prior written consent of Seller, neither you nor any of your Advisors will have any discussions regarding the Proposed Transaction with any third party, except for disclosures as may be required by applicable law or pursuant to court process, provided that prior to any such disclosure by you, you will, if permitted by applicable law or judicial order, immediately notify Broker and/or Seller of such pending disclosure by writing, and you will delay such disclosure consistent with applicable law in a manner that provides Seller with a reasonable opportunity to obtain a judicial protective order or other relief. You shall be responsible for the breach of this letter agreement by any of the Advisors referred to in this paragraph.

Upon termination of discussions, or upon Broker's and/or Seller's written demand, you will promptly return all Evaluation Material previously delivered to you, without retaining any copy, extract or other reproduction (in whole or in part) of such Evaluation Material and will require your Advisors to do the same. The obligations of this letter agreement shall terminate two (2) years from the date of this letter agreement.

Although the Evaluation Material has been prepared in good faith and is believed to be accurate, Broker and Seller will not be deemed to have made any express or implied representation or warranty regarding the Evaluation Material.

You acknowledge that in the event you and/or any of your Advisors breach any of the provisions of this letter agreement, or threaten or attempt to do so, Seller would be irreparably harmed. Accordingly, you agree in advance to the granting of injunctive or other equitable relief in favor of Seller without proof of actual damages. Such injunctive or equitable relief will not be the exclusive remedy for a breach of this letter agreement, but will be in addition to all other remedies available at law or in equity. You also agree to indemnify, save harmless and defend Seller against all losses directly or indirectly associated with any breach by you or your Advisors of this letter agreement, and you agree to reimburse Seller for all costs and expenses, including attorneys' fees, incurred by Seller in successfully enforcing your obligations or the obligations of your Advisors under this letter agreement. The provisions of this letter agreement are for the benefit of each of the parties comprising Seller and may be enforced by any of such parties.

You agree that the failure or delay by Seller in exercising any right or privilege under this letter agreement will not operate as a waiver of such right or privilege. This letter agreement may be signed in counterparts and may only be modified or waived by subsequent written agreement signed by the parties.

You acknowledge and agree that Broker is assisting Seller and acting in Seller's interest and not in your interest or on your behalf in connection with the Proposed Transaction. Furthermore, you (i) agree to pay all brokerage commissions, finders' fees and other compensation that may be due to your brokers, finders, Advisors, and other persons retained by you in connection with the Proposed Transaction; (ii) agree to indemnify, save harmless and defend Seller and its respective affiliates and successors and assigns against and from any loss, liability or expense, including attorneys' fees and expenses, arising out of any claim or claims by any broker, finder or similar agent,

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representative or Advisor for commissions, fees or other compensation relating to any Proposed Transaction if such claims are based in whole or in part on alleged dealings or agreements between or with you and such broker, finder or similar agent, representative or Advisor; and (iii) acknowledge that Broker has no power or authority to in any way bind Seller with respect to any transaction involving Seller, or with regard to any of the terms and conditions of any such transaction and that Seller shall in no way be bound or be deemed to have agreed to any such transaction or the terms and conditions thereof until such time (if any) as Seller has executed and delivered a written agreement to enter into any transaction involving the above-referenced property under terms and conditions that are acceptable to it in its sole discretion.

You agree that this letter agreement will be governed and construed in accordance with the laws of the state where the property is located, without giving effect to choice of law doctrines.

IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement shall be the _____ day of _____, 2021.

By: _____

Title: _____