

450 S. Western Avenue, Los Angeles, CA ("Property")

The undersigned is executing this Agreement in connection with the delivery of certain confidential information related to the possible sale of that certain shopping center located at 450 S. Western Avenue, Los Angeles, California (the "Property"). Recipient has requested certain information regarding the Property in connection with the potential sale/purchase of the Property. Owner is willing to provide such information, either directly or through its agents, contractors, advisors, or consultants (collectively referred to hereafter as "Provider"), under the condition that "Recipient" (defined below) agrees to keep the information strictly confidential in accordance with this Agreement. As used in this agreement, the term "Recipient" shall refer collectively and individually to the undersigned, and any other employees or agents or consultants of the undersigned who review the confidential information in connection with the evaluation of the Property by the undersigned. Recipient acknowledges and agrees that the Agreement is being executed for the benefit of AGTJ13, LLC ("Owner").

Recipient agrees that it will maintain in strictest confidence any and all information provided by Provider regarding the Property, the operations therein, and the tenants of the Property, whether disclosed prior to, on or after the date of this Agreement (regardless of the manner or form in which it is obtained, including without limitation all written, oral and electronic communications) together with any notes, analyses, compilations, studies, interpretations, documents or records containing, referring, relating to, based upon or derived from such information, in whole or in part, including, but not limited to financial information, leases, environmental investigations, title reports, surveys, information gained as a result of any inspection of the Property and/or interviews with employees or representatives of Owner, the fact that Owner is contemplating selling the Property, and any other information provided by Provider to Recipient that is not generally known to the public (and with respect to any information general known to the public, only such information that becomes available to the general public through no act or failure to act on the part of Recipient or its employees or representatives) (collectively, the "Confidential Information").

Recipient agrees that the Confidential Information shall be used only for the purposes of evaluating and negotiating a potential sale/purchase of the Property, and shall not be used for any other purpose.

Recipient also agrees not to disclose or divulge the Confidential Information to any person or entity other than the undersigned's employees who: (1) agree to be bound by the terms of this Agreement; (2) have a bona fide need to know such information for the sole purpose of evaluating and negotiating the potential sale/purchase of the Property and (3) are actively and directly participating in the analysis of the Property, and in such cases only to the extent reasonably required for such analysis. The undersigned also agrees to inform all such employees of the confidential nature of the Confidential Information, provide a copy of this Agreement to such employees and direct each such employee to treat such information confidentially and ensure such person is bound by confidentiality and non-use obligations as provided in this Agreement. Recipient agrees to be fully responsible for any breach of this Agreement caused by Recipient or such employees.

At any time upon written demand by owner, or in the event Recipient ceases to be interested in pursuing the sale/purchase of the Property, Recipient and its employees shall immediately cease any further use of Confidential Information, and shall promptly either: (i) destroy all copies of Confidential Information, written notes, photographs, and memoranda produced or taken by Recipient and/or its employees in connection with the diligence of the Property and certify in writing as to the destruction of such Confidential Information, or (ii) return to Owner all remaining copies of Confidential Information (it being understood and agreed that it shall be Recipient's election as to whether to destroy or return such information); provided that neither Recipient nor any of its employees shall have any obligation to return or destroy (a) the portion of Confidential Information that is necessary to retain to comply with any applicable law or regulation and (b) any Confidential Information that is contained in an archived computer system back up in accordance with Recipient's security and/or disaster recovery procedures; provided further that, notwithstanding anything in this Agreement to the contrary, all restrictions on disclosure and use of such retained or archived information shall remain in full force and effect. All documents, notes, summaries, analysis, memoranda and other writings whatsoever (including copies, extracts or other reproductions) prepared by Recipient or any of its employees based on the information,

knowledge or data contained in the Confidential Information shall be destroyed. Notwithstanding any return or destruction of Confidential Information, Recipient and its employees will continue to be bound by their obligations hereunder. All Confidential Information shall remain the property of Owner. No rights to use, license or otherwise exploit any Confidential Information are granted to Recipient or any of its employees, by implication or otherwise, except for the right to consider such Confidential Information for the limited purposes explicitly provided by this Agreement. Neither Recipient nor any of its employees shall by virtue of the disclosure of and/or Recipient's use of any Confidential Information acquire any rights with respect thereto, all of which rights shall remain exclusively with Owner. Destruction of materials containing Confidential Information shall be certified by an officer of Recipient.

Recipient acknowledges and agrees that Owner has the right to assign all of its rights under this Agreement to a successor in interest of Owner, or purchaser of the Property, including the right to enforce this Agreement, and Recipient hereby consents to such assignment, provided, however, that any assignee shall continue to maintain any tenant financial information and any other documentation of tenants originating from tenants strictly confidential in accordance with this Agreement. This Agreement may not otherwise be assigned by either party hereto without the prior written consent of the other party.

Neither Owner nor any of its representatives shall be under any obligation to provide to Recipient any Confidential Information, to enter into any further agreements with Recipient as a result of this Agreement or to enter into any transaction with Recipient. Owner and its representatives shall be free at all times to conduct the process in respect of any potential transaction involving the Property in their sole discretion and to enter into any agreements, including without limitation in respect of any transaction, with any other party. Owner reserves the right at any time, in its sole discretion, for any reason or no reason, to reject any and all proposals made by Recipient or any of its representatives with regard to a transaction, terminate discussions and negotiations with Recipient, and refuse to provide any further access to Confidential Information. The parties hereto acknowledge and agree that the signing of this Agreement does not obligate either party to enter into any further agreement, negotiation, or transaction.

Recipient acknowledges and agrees that any and all Confidential Information provided to or received by Recipient in on an "AS IS, WHERE IS" basis, and neither the Provider, Owner or their respective employees or representatives make, and the foregoing hereby disclaims, all representations or warranties of any kind, whether express or implied, with respect thereto, including, without limitation, as to the accuracy, completeness or sufficiency for a particular purpose of the Confidential Information. The Disclosing Party will have no liability whatsoever to any Receiving Party or any of its direct or indirect owners, directors, officers, employees or other representatives resulting from or relating to any use of, or reliance on, the Confidential Information or any errors therein or omissions therefrom.

Recipient acknowledges and agrees that (i) the Confidential Information contains proprietary and sensitive information, (ii) immediate and irreparable harm and damage could result to Owner if the Confidential Information were disclosed in violation of this Agreement, (iii) Provider would not otherwise disclose the Confidential Information to Recipient without Recipient's agreement to keep such information strictly confidential as set forth in this Agreement; (iv) receipt of the Confidential Information and the opportunity to evaluate the Property constitute good and valuable consideration for this Agreement, and the Recipient intends to be legally bound by this Agreement, and (v) no commitment regarding the sale or listing of the Property is being made by Owner. Recipient also acknowledges and agrees that it may receive Confidential Information comprised of financial information of third parties, including, without limitation, tenants of the Property, and such third parties shall have the right to enforce this Agreement against Recipient with respect to any financial information or other Confidential Information originating from such third parties.

In the event that Recipient is required or requested by subpoena or judicial or other governmental authority to disclose any Confidential Information, Recipient agrees to provide to Provider prompt notice of such requirement or request in order to give Owner time to seek an appropriate protective order or only to the minimum extent necessary in order to comply with legally binding requirements, and shall exercise its best efforts to ensure that the Confidential Information shall be held in confidence by the party to whom it is required to be disclosed.

Recipient agrees that Provider shall be entitled to equitable relief, including without limitation injunction and specific performance, in the event of a violation or threatened violation of this agreement, in addition to all other remedies available at law or in equity. This agreement is governed by the laws of the State of California and the Bankruptcy Court presiding over the chapter 11 case of Owner shall have sole jurisdiction to resolve any dispute under this Agreement during the pendency of Owner's chapter 11 case. No failure to exercise any right, privilege or remedy hereunder shall be deemed to be a waiver thereof. If any provision of this Agreement is adjudged to be unenforceable, the balance of the Agreement shall be endorsed to the maximum extent permissible under applicable law. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and can only be amended by a writing signed by both parties.

If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement or because of any alleged breach, default or any other dispute in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover all reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any relief to which it may be entitled.

Please scan and email to Kyle R. Miller at Kyle.Miller@nmrk.com.

RECIPIENT

Company

Signature

Name

Title

Address 1

Address 2

City, State, and Zip Code

Telephone

Email Address