

Confidentiality Agreement

This Confidentiality Agreement (the "**Agreement**"), dated as of _____, 2019 ("**Effective Date**"), is between CROSSROAD HOLDINGS, LLC, a California limited liability company ("**Owner**"), and _____, a _____ ("**Prospective Purchaser**").

In connection with sale or lease of the property (the "**Purpose**") located at 10800 Paramount Blvd., in the City of Downey, County of Los Angeles, State of California (the "**Property**"), Owner agrees to disclose to Prospective Purchaser Confidential Information (as defined below), and Prospective Purchaser agrees that its receipt of the Confidential Information shall, subject to the following:

1. Prospective Purchaser shall use the Confidential Information solely for the Purpose and, subject to Section 2, shall not disclose or permit access to Confidential Information other than to its employees, attorneys, accountants, and other professional consultants (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Prospective Purchaser shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Prospective Purchaser shall promptly notify Owner of any unauthorized use or disclosure of Confidential Information and use its best efforts to prevent further use or disclosure. Prospective Purchaser will be responsible for any breach of this Agreement caused by its Representatives.

2. "**Confidential Information**" means all non-public, proprietary or confidential information of Owner relating to the Property in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials prepared by Prospective Purchaser or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("**Notes**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Prospective Purchaser's or its Representatives' act or omission. If Prospective Purchaser or any of its Representatives is required by a valid legal order to disclose any Confidential Information, Prospective Purchaser shall, before such disclosure, notify Owner of such requirements so that Owner may seek a protective order or other remedy, and Prospective Purchaser shall reasonably assist Owner therewith. If Prospective Purchaser remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its legal counsel, Prospective Purchaser is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

3. On the expiration of this Agreement or otherwise at Owner's request, Prospective Purchaser shall, at Owner's option, return to Owner or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Owner the destruction of such Confidential Information.

4. Owner has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose. Owner provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Owner will have no liability to Prospective Purchaser or any other person relating to Prospective Purchaser's use of any of the Confidential Information or any errors therein or omissions therefrom.

5. Owner retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Prospective Purchaser or any other person.

6. The rights and obligations of the parties under this Agreement expire 18 months after the Effective Date; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Prospective Purchaser or its Representatives.

7. Prospective Purchaser acknowledges and agrees that any breach of this Agreement will cause injury to Owner for which money damages would be an inadequate remedy and that, in addition to remedies at law, Owner is entitled to equitable relief as a remedy for any such breach.

8. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of California, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Los Angeles County, California. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

9. All notices must be in writing and addressed to the relevant party. All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

10. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

ACKNOWLEDGED and ACCEPTED:

Prospective Purchaser:

A _____

By: _____

Name: _____

Its: _____

Date: _____