

FORM OF CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is entered into by the undersigned (“**Prospective Purchaser**”) for the benefit of CH-M TEJON 4193 INDUSTRIAL, L.L.C., a Delaware limited liability company (“**Owner**”), on the date noted below or if no date is provided, the date upon which Prospective Purchaser sends an executed copy of this Agreement to Owner or a representative of Owner (the “**Effective Date**”). Owner, directly or indirectly, owns the real properties known as Tejon Ranch Industrial Park, located at 4193 Industrial Parkway Drive, Lebec, CA (collectively, the “**Property**”) and is soliciting offers for the acquisition of the Property. Prior to providing Prospective Purchaser information concerning the Property, Prospective Purchaser must enter into this Agreement.

In consideration of being provided Confidential Information (as hereafter defined), Prospective Purchaser agrees as follows:

1. The term “**Confidential Information**” as used herein means, collectively, all of the following: (i) all information furnished by or on behalf of Owner in connection with Prospective Purchaser’s possible acquisition of the Property (such possible acquisition, the “**Proposed Transaction**”), including, without limitation, information regarding any direct or indirect owner, partner, member, or sponsor of Owner, any guarantor, or the Property, (ii) all analyses, notes, summaries or computer files generated by or for Prospective Purchaser or its Representatives (as hereafter defined) which are based upon or incorporate the information referred to in clause (i), and (iii) items and terms discussed or negotiated in connection with the Proposed Transaction. Notwithstanding the preceding sentence, “**Confidential Information**” shall not include information which (a) was or becomes available to the Prospective Purchaser or its Representatives from a source other than by or on behalf of Owner (provided that, to Prospective Purchaser’s knowledge, the source of the information was not prohibited from transmitting it to Prospective Purchaser or its Representatives), (b) is or becomes publicly known, except for any such information that becomes publicly known because of disclosure by Prospective Purchaser or its Representatives in violation of this Agreement, (c) is required to be disclosed pursuant to judicial or regulatory action, law or similar legal process, and (d) is independently developed by or for the Prospective Purchaser or its Representatives without the use of the Confidential Information. At any time upon the written request of Owner, Prospective Purchaser will, at its sole discretion, either return to Owner, or destroy (with written confirmation of such destruction given to Owner), the Confidential Information; provided, however, it is understood that Prospective Purchaser may retain copies of any Confidential Information necessary for legal, regulatory, recordkeeping and/or compliance purposes. Such return or destruction must occur within five (5) business days after Owner’s request. If Prospective Purchaser chooses to destroy the Confidential Information, then such destruction must be certified to in writing and such certification delivered to Prospective Purchaser within such five (5) business day period. Any Confidential Information not returned or destroyed, including oral Confidential Information, shall remain subject to the terms of this Agreement.

2. Prospective Purchaser agrees that the Confidential Information will be used either to evaluate the Proposed Transaction or for internal control and compliance purposes related to the Proposed Transaction (and for no other purpose) and will be kept confidential by Prospective Purchaser and its Representatives. Prospective Purchaser will not disclose Confidential Information or permit it to be disclosed to any other party, provided, however, that Confidential Information may be disclosed (and copies provided) to Prospective Purchaser’s directors, officers, employees, affiliates, advisors, consultants or counsel (collectively, “**Representatives**”), but only to the extent necessary to evaluate the Proposed Transaction or for internal control and compliance purposes related to the Proposed Transaction, and, provided further, that such Representatives have agreed to be bound by the terms of this Agreement as if such party directly signed this Agreement. Prospective Purchaser shall be responsible for any disclosure by its Representatives of the Confidential Information which is not expressly authorized hereby or any violation of this Agreement.

3. Neither Prospective Purchaser nor any of its Representatives, (a) shall directly or indirectly communicate with the current owners or any tenants, property managers, leasing agents, service contractors, lien holders or other parties with any interest in or contractual relationship affecting the Property, except in the ordinary course of business unrelated to the Proposed Transaction, (b) shall contact any governmental authority regarding the

Property without the prior written consent of Owner (other than as permitted herein), or (c) shall disclose (other than as permitted herein) the fact that discussions or negotiations are taking place concerning the Proposed Transaction, or the terms thereof. In the event Prospective Purchaser or any of its Representatives is requested or required by any court or governmental or regulatory authority in any judicial, administrative or regulatory proceeding, requirement of law, regulation, supervisory authority, self-regulatory authority or other applicable judicial or governmental order, Prospective Purchaser will, to the extent legally permitted, provide Owner with reasonable notice so that Owner may seek, at Owner's sole expense and cost, a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, Prospective Purchaser shall be permitted to disclose the Confidential Information and shall not be required to inform Owner or give Owner such notification if (a) the disclosure is made to a bank examiner, regulatory authority or self-regulatory authority (including any stock exchange) claiming jurisdiction in the course of such examiner's or authority's examination or inspection of Prospective Purchaser's or its affiliates' business or operations or (b) the information is disclosed for evidentiary purposes or to assert any defenses available under the various state and federal securities laws, including, without limitation, "due diligence" defenses, in any action, proceeding or arbitration related to the Confidential Information to which Prospective Purchaser or any of its Representatives is a party.

4. Prospective Purchaser for itself and on behalf of its Representatives, acknowledges and agrees that, except as may be set forth in a fully executed, definitive agreement, none of Owner nor its or their affiliates, agents or advisors, and none of their respective officers, directors, employees, agents or controlling persons, has made or hereby makes any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information. None of the foregoing persons shall have any liability to Prospective Purchaser or its Representatives relating to or arising from the use of any Confidential Information or for any errors therein or omissions therefrom. Prospective Purchaser and its Representatives are not entitled to rely on the accuracy or completeness of the Confidential Information. Prospective Purchaser and its Representatives agree to rely on their own independent investigation, analysis, appraisal and evaluation of the facts and circumstances in connection with the Proposed Transaction. The Confidential Information does not contain all of the information that may be required to evaluate the Proposed Transaction. Only those representations or warranties which are made in a final definitive agreement regarding the Proposed Transaction contemplated hereby, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

5. Owner may conduct the process that may or may not result in the Proposed Transaction in such manner as Owner, in its sole discretion, may determine (including, without limitation, negotiating and entering into a definitive agreement with any third party without notice to Prospective Purchaser). Owner reserves the right to change (in its sole discretion, at any time and without notice) the procedures relating to Owner's and Prospective Purchaser's consideration of the Proposed Transaction. This Agreement is not an offer to consummate the Proposed Transaction and shall not be construed as such. Neither Owner nor Prospective Purchaser is under any obligation to consummate the Proposed Transaction by virtue of this Agreement. Owner may discontinue the solicitation of the Proposed Transaction at any time for any reason or no reason in Owner's sole discretion and without notice to Prospective Purchaser.

6. In the event of any breach of this Agreement by Prospective Purchaser or its Representative, Owner may be irreparably and immediately harmed and may not be made whole by monetary damages. Accordingly, it is agreed that, without prejudice to any rights and remedies otherwise available to Owner, Owner shall be entitled, at its sole cost and expense (subject to reimbursement as set forth below), (i) to seek equitable relief by way of injunction in the event of a breach of any provision of this Agreement, and (ii) to seek specific performance, in each case without the need for proof of actual damages.

7. This Agreement shall be binding upon Prospective Purchaser's successors and assigns and shall inure to the benefit of and be enforceable by the respective successors and assigns of Owner. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law. Owner and Prospective Purchaser agree to submit to the jurisdiction in State or Federal Courts located in New York, New York. This Agreement may be waived, amended or modified only by a written instrument signed by both Owner and Prospective Purchaser, which shall set forth specifically the provisions of this Agreement that are to be so waived, amended or modified. Time is of the essence in connection with the performance of Prospective Purchaser's and its Representatives' obligations pursuant to this Agreement.

8. The term of this Agreement shall terminate upon the earlier of (a) one (1) year from the Effective Date or (b) the consummation by Prospective Purchaser or its affiliate of the Proposed Transaction.

Recipient has executed this Agreement to be effective as of the Effective Date.

RECIPIENT:

_____ (Recipient legal entity name)

By: _____ (Signature)

Name: _____

Title: _____

Date: _____

Address: _____

Email: _____