

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (“Agreement”) is made and entered into as of this ____ day of _____, 201_ (the “Effective Date”) by _____, with its principal business address at _____. (“Recipient”) for the benefit of The Clorox Company, a Delaware corporation, and/or its Affiliates (defined below) (collectively, “Clorox”), in connection with the potential sale by Clorox of that certain property located at 4333, 4375 and 4415 Bandini Boulevard, Vernon, California (collectively, the “Property”). As used herein, the term “Affiliate” means any person or entity controlling, controlled by, or under common control with a party where “control” (and its correlative meanings) as used above means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of the relevant person, entity or party, whether through stock ownership or other equity interest, by contract, or otherwise.

Recipient wishes to evaluate certain Confidential Information (defined below) in connection with its possible acquisition of the Property from Clorox (the “Purpose”).

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient, intending to be legally bound, hereby agrees as follows:

1. Confidential Information. As used herein, the term “Confidential Information” shall mean, collectively, any information, oral and written, with respect to the Property, including, but not limited to, rent rolls, an offering memorandum and materials, studies, assessments and other data concerning the Property.

2. Non-Disclosure and Restricted Use.

A. The Recipient shall limit the disclosure of the Confidential Information to those of its employees, agents, consultants, directors, officers, advisors, financing sources or attorneys (collectively, “Representatives”) who have a need to know such information in order to further the Purpose and who are subject to obligations of confidentiality to Recipient at least as restrictive as those hereunder. The Recipient shall (i) take all commercially reasonable measures to prevent its Representatives from taking any action that, if taken by the Recipient, would constitute a breach of the terms of this Agreement; and (ii) shall be responsible hereunder for any act or omission by any of its Representatives as if such act or omission were its own act or omission.

B. The Recipient will not use any of the Confidential Information except for the Purpose, or as otherwise specifically authorized and instructed in writing by authorized personnel of Clorox.

C. Without limiting the foregoing, the Recipient shall use the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of similar nature and importance, but in no event less than a reasonable degree of care. Neither the Recipient nor its Representatives shall make copies of the Confidential Information without the express written consent of Clorox. The Recipient shall immediately notify Clorox in the event of any unauthorized use or disclosure of the Confidential Information.

D. At any time at the request of Clorox, the Recipient shall either return the Confidential Information to Clorox or destroy the Confidential Information and provide Clorox with written confirmation that all Confidential Information has been destroyed. In addition, the Recipient shall destroy any ancillary documents in its possession that describe, contain or disclose any Confidential Information of Clorox. The Recipient agrees that, notwithstanding the return or destruction of the Confidential Information, the Recipient will continue to be bound by the terms of this Agreement. Notwithstanding anything else herein, the Recipient may retain one (1) copy of the Confidential Information in its legal department, subject to an ongoing obligation to maintain the confidentiality of such retained Confidential

Information in accordance with the terms of this Agreement, to the extent that such a copy is necessary to comply with legal or regulatory requirements, provided that the Recipient does not use or disclose such Confidential Information for any purpose except to the extent necessary to comply with such legal or regulatory requirements.

E. The Recipient may disclose Confidential Information to the extent necessary pursuant to applicable federal, state or local law, regulation, court order or other legal process, or stock exchange rule, provided the Recipient has, if not otherwise prohibited by law or court order, given Clorox prior written notice of such required disclosure and, to the extent reasonably possible, given Clorox an opportunity to contest such required disclosure at its sole expense, including by seeking a protective order or other appropriate remedy to prevent or limit such disclosure.

3. Confidential Information Exclusions. The restrictions on use and disclosure of the Confidential Information shall not apply to the extent that such Confidential Information: (a) is already generally available to the public prior to the time of disclosure to the Recipient or its Representatives hereunder; (b) becomes publicly known or is made generally available to the public other than as a result of a disclosure by the Recipient or its Representatives in breach of this Agreement; (c) is in the possession of Recipient or its Representatives, without confidentiality restrictions, at the time of disclosure by Clorox hereunder as shown by Recipient's files and records immediately prior to the time of disclosure by Clorox hereunder; (d) is received by the Recipient or its Representatives from another party not under an obligation of confidentiality to Clorox with respect to such information; or (e) was or is developed by the Recipient or its Representatives independent of, and without use of or reference to any Confidential Information received from Clorox hereunder.

4. Remedies. In the event that the Recipient and/or its Representatives fail to comply with the terms and conditions of this Agreement, the Recipient shall be liable to Clorox for such breach and Clorox shall be entitled to exercise any right, power or remedy available at law or in equity for such breach. The Recipient shall indemnify, defend and hold Clorox, its officers, directors, partners, employees, agents, representatives, and any of its Affiliates, beneficiaries, successors and assigns, harmless from and against any and all claims, causes of action, damages, suits, demands, liabilities, fines, fees, costs and expenses (including but not limited to, court costs and attorney's fees) of any kind, nature or character arising from any breach of this Agreement by the Recipient or any other persons or entities who obtain the Confidential Information from the Recipient.

5. Term; Termination. The term of this Agreement shall begin on the Effective Date and shall expire on the five (5) year anniversary thereof unless earlier terminated in writing by Clorox. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and the Recipient's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information meets one of the exclusions set forth in Section 3.

6. Miscellaneous.

A. Except disclosures (i) as may be required pursuant to Section 2E hereof and (ii) to the Recipient's Representatives who need to know such information and who are bound by obligations of confidentiality to the Recipient at least as restrictive as those hereunder, the Recipient shall not make any disclosure to a third party (including, without limitation, by making a public statement or press release) related to this Agreement, including, without limitation, with respect to the existence of this Agreement or any relationship between the parties and discussions between the Parties concerning the stated Purpose, without the prior written consent of Clorox.

B. All Confidential Information is and shall remain the sole property of Clorox. Except for the limited right to use the Confidential Information for the Purpose as expressly provided herein, nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information or in any intellectual property rights related thereto. Nothing

contained herein will be construed as an expression of intention by either Clorox or the Recipient to enter into definitive arrangements in the nature of a purchase and sale agreement regarding the Property, and no obligation regarding such will be binding upon either Clorox or the Recipient unless and until a definitive agreement is fully negotiated and executed by the Parties.

C. The Recipient acknowledges that the Property has been offered for sale subject to withdrawal of the Property from the market at any time or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever. Clorox also reserves the right to accept any pre-emptive bid or otherwise alter any previously announced procedures related to the marketing of the Property for sale.

D. The Recipient hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Property and agrees that it will not look to Clorox for any fees or commissions in connection with the sale of the Property. The Recipient hereby agree to indemnify Clorox against any compensation, liability or expense, arising from claims by any broker or other party it had dealings with in connection with the sale of the Property.

E. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". CLOROX MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE. THE RECIPIENT ACKNOWLEDGES AND AGREES THAT CLOROX SHALL NOT HAVE ANY LIABILITY TO THE RECIPIENT OR ITS REPRESENTATIVES AS A RESULT OF THE USE OF THE CONFIDENTIAL INFORMATION BY THE RECIPIENT OR ITS REPRESENTATIVES.

F. This Agreement shall inure to the benefit of and be binding upon the Recipient and its successors and permitted assigns.

G. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof and the invalidity or non-enforceability of any term or provision contained in this Agreement shall not void or impair this Agreement's remaining provisions, which shall remain in full force and effect as if no such invalid or unenforceable provision existed. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto.

H. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof (and each Party hereby irrevocably consents to the jurisdiction of any such courts with respect thereto). Such arbitration shall be conducted in English in Oakland, California by one arbitrator and the arbitrator shall be familiar with California law. Any award or decision rendered in such arbitration shall be final and binding on all Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Recipient has executed this Agreement to be effective as of the Effective Date.

RECIPIENT:

By: _____

Name: _____

Title: _____