

[REDACTED]

October 27, 2014

STRICTLY CONFIDENTIAL

[REDACTED], Suite 800
San Diego, CA 92122

Pursuant to our recent discussions, we are pleased to confirm the arrangements under which [REDACTED] ("Marketing Consultant") is engaged by [REDACTED] (collectively with its subsidiaries and affiliates, the "Company") to act as the non-exclusive marketing consultant in connection with the Company's advisory and asset management services (the "Services"). Reference is made to the original letter agreement, dated March 15, 2014, between Marketing Consultant and the Company (the "Original Agreement"). The Original Agreement is hereby amended and restated in its entirety. On the basis of the representations and warranties contained herein, but subject to the terms and conditions set forth herein, Marketing Consultant's services may include:

- (i) contacting only the potential clients set forth on Exhibit A hereto (together with any affiliates thereof, "Clients") and no other potential clients;
- (ii) developing, enhancing and refining the Company's competitive positioning, marketing strategies and sales messages with respect to the Services;
- (iii) assisting in the development of a flipbook and other due diligence and marketing materials;
- (iv) consultation as to strategy and tactics for initiating discussions and negotiations with prospective Clients as well as to general market conditions;
- (v) arranging for and participating in presentation meetings between prospective Clients and representatives of the Company;
- (vi) responding to or forwarding to the Company, as appropriate, any requests for additional information by prospective Clients; and
- (vii) such other services in connection with marketing the Services as may be agreed upon from time to time by Marketing Consultant and the Company.

The Company agrees that, during the term of this engagement letter (this "Engagement Letter"), Marketing Consultant will be the sole marketing consultant engaged by the Company to market the Services with the Clients. Marketing Consultant agrees not to contact any potential client with respect to the Services other than the Clients without prior approval of the Company; provided that the parties may update Exhibit A from time to time, or enter into an alternative arrangement with