

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and entered into by the undersigned "Recipient" ("**Recipient**") for the benefit of the undersigned "Owner" and its parent and affiliates, and their directors, officers, employees and agents (collectively, "**Owner**").

WHEREAS, Owner and Recipient are considering a proposed purchase transaction ("**Transaction**") pursuant to which Owner may sell certain property owned by it at 17000 Ventura Blvd, Encino (the "**Property**");

WHEREAS, Recipient has expressed an interest in discussing a potential Transaction with respect to the Property and in connection therewith, has requested to review the Confidential Information (hereafter defined);

WHEREAS, Owner is prepared to provide the Confidential Information to Recipient, provided that it is subject to the terms and conditions herein; and

WHEREAS, Recipient understands that Owner is likely to suffer harm if the Confidential Information become known to the public.

NOW, THEREFORE, Recipient hereby agrees as follows:

1. In connection herewith, Recipient will receive from Owner or Owner Representatives, certain proprietary and confidential information with respect to Owner and the Property. The term "**Owner Representatives**" means the Owner's affiliates and its and their respective directors, partners, members, managers, officers, agents, control persons, employees, financing sources (actual and potential), advisors (including attorneys, accountants and financial advisors), consultants and other representatives.
2. "**Confidential Information**" means the information provided to Recipient including any memorandum, notes, analysis, compilation, summary, interpretation, study, report or other document, record or material that is or has been developed or prepared by or for the Recipient or its Representatives that contains, reflects, interprets, refers to or is based directly or indirectly upon any of the Confidential Information provided. The term "**Confidential Information**" shall not apply to information which (a) is lawfully known by or in the possession of the Recipient prior to disclosure of the Confidential Information by Owner or any Owner Representative; or (b) is or becomes publicly available other than as a result of disclosure by, or otherwise at the fault of, Recipient or its Representatives; or (c) is independently and lawfully developed by Recipient with the disclosure of the Confidential Information playing no part whatsoever in the development; or (d) is disclosed to Recipient by a source which, to the actual knowledge of Recipient, is not under a confidentiality obligation to Owner with regard to such information, but if Owner later informs Recipient that such information is subject to a confidentiality agreement, then it will automatically become part of the Confidential Information from that date forward.
3. Owner will provide Recipient with the Confidential Information solely for the purpose of Recipient's consideration of a potential Transaction with Owner, and for structuring of such a Transaction based on the Confidential Information. Recipient expressly agrees that it will not utilize the Confidential Information for any other purpose.
4. Recipient agrees that the Confidential Information shall be treated as confidential and shall be maintained by Recipient, and its respective officers, partners, directors, affiliates, agents, financial advisors, consultants, accountants, counsel and employees (collectively, the "**Representatives**"), in confidence. Recipient agrees that it shall not, without the express prior written consent of Owner (which consent may be granted or denied in Owner's sole discretion), deliver or otherwise disclose the Confidential Information except to those Representatives: (a) who have been informed of the confidential nature of the

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Confidential Information, (b) who have agreed to be bound by the terms and conditions of this Agreement, and (c) whose position requires their review of the Confidential Information. In any event, Recipient shall be responsible for any breach of this Agreement by its Representatives.

5. Recipient agrees for itself and its Representatives that it shall not, without the express prior written consent of Owner, except to the extent set forth in a mutually executed purchase agreement between the parties, (a) conduct any physical inspection, investigation or testing of the Property, (b) communicate with any governmental or quasi-governmental authority in connection with the Property, (c) communicate with any broker, appraiser, engineer or any third party in connection with the Property, (d) discuss any potential development of the Property or any subdivision, zone change, variation or other entitlement or approval in connection with the Property with any third party.
6. Notwithstanding anything to the contrary herein, if Recipient is lawfully required pursuant to or in connection with any judicial or administrative proceeding to disclose any Confidential Information, then such information may be disclosed without violation of this Agreement to the extent Recipient is advised by counsel in writing that disclosure is legally required; provided that Recipient agrees to promptly notify Owner prior to such disclosure (to the extent legally permitted), and if not legally permitted prior to such disclosure, provide Owner with notice as soon as such notice is legally permitted, so that Owner may, if it so chooses, seek a protective order or other appropriate remedy protecting the confidentiality of the Confidential Information. Recipient agrees to cooperate with Owner, upon Owner's request, to obtain such a protective order or other appropriate remedy protecting the confidentiality of the Confidential Information.
7. Recipient agrees that if it or its Representatives breaches any of its obligations under this Agreement, Owner is likely to suffer irreparable harm and, accordingly, that in addition to any other remedies available for such breach or a threatened breach, including the recovery of damages, Owner shall be entitled to an injunction restraining Recipient from any unauthorized disclosure or use, in whole or in part, of the Confidential Information.
8. All Confidential Information disclosed under this Agreement shall remain the property of Owner, and all information and materials relating thereto, including without limitation any information obtained through inspections, demonstrations, presentations or briefings, shall remain the property of Owner, and all physical representations thereof shall be returned to Owner promptly upon request, together with all copies thereof, or shall be destroyed at the instruction of Owner (including all forms of the Confidential Information, whether in tangible format, electronic format or otherwise).
9. No rights of ownership in the Confidential Information are granted or assigned by Owner, nor shall any disclosure constitute any representation, warranty, assurance, guarantee, or inducement by Owner with respect to the Confidential Information. No warranty or representation, express or implied, as to the accuracy, timeliness, completeness, or quality of any Confidential Information is provided herein. Recipient expressly agrees that the Confidential Information provided by Owner is general in nature and is not intended by either party to represent actual and specific conditions on the site. Recipient waives any right to assert any claim regarding the accuracy, timeliness, completeness or quality of the Confidential Information, and hereby releases Owner from any known or unknown claims with respect to the same.
10. This Agreement shall not be construed in any manner to be or imply any obligation of Owner to Recipient. Without limitation thereto, Recipient acknowledges and agrees that Owner is not obligated in any way to undertake any Transaction with Recipient with respect to the Property. Owner may discontinue discussions with Recipient at any time for any reason with or without notice. Owner reserves the right, and intends to, engage with other

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persons and entities in relation to the Transaction, and may enter into agreements with such other persons, to the exclusion of and without obligation to Recipient.

11. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given only when actually received with proof of delivery via (a) recognized air or overnight courier, or (b) registered or certified mail, return receipt requested, and postage prepaid. All notices to a party shall be sent to its address as set forth below its signature below, or at such other address as such party may specify from time to time by written notice to the other party.
12. This Agreement shall be construed in all respects to be in accordance with, and any dispute arising hereunder shall be governed by, the substantive and procedural laws of the State of California, United States of America.
13. This Agreement contains the entire understanding between the parties and is the complete and exclusive expression of the Agreement between the parties with respect to the Confidential Information. This Agreement supersedes all prior or contemporaneous communications, agreements or understandings between the parties on the subject matter of this Agreement. A modification to this Agreement may only be made in writing and must be signed by authorized representatives of both parties.
14. Recipient acknowledges and agrees that all restrictions in this Agreement are reasonable under the circumstances and hereby waives all defenses to the enforcement thereof by Owner. In the event that any provisions of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect and Recipient hereby confers upon such court the power to replace such void or invalid provisions with such other enforceable and valid provisions as shall be as near as may be to the original in form and effect.
15. This Agreement will inure to the benefit of the Owner's affiliates and the successors and assigns of Owner.
16. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which constitute one and the same agreement. Electronic delivery of signatures will have the same force and effect as original signatures.

SIGNATURES ON FOLLOWING PAGE(S)

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CONFIDENTIALITY AGREEMENT - 17000 Ventura Blvd., Encino

Agreed to as of _____, 2020
by:

Buyer

Name: _____

By: _____

Name: _____

Title: _____

Agreed to as of _____, 2020
by:

Broker

Name: _____

By: _____

Name: _____

Lic. _____

Principal Place of Business of Recipient:

