

CONFIDENTIALITY AGREEMENT

6400 Canoga

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Re: Possible Purchase of 6400 Canoga Ave, Woodland Hills, California 91367 ("Property") by _____ ("Potential Purchaser")

Parkview Financial (or its affiliates) ("Seller") is considering a possible sale of the Property, with Newmark acting as the authorized sales representatives ("Broker"). Broker has available for review certain information concerning the Property which includes brochures, documents, financial information and other materials (collectively "Informational Materials"). Neither Seller nor Broker will make such Informational Material available to Potential Purchaser, which is contemplating a purchase of the Property, unless and until Potential Purchaser has executed this letter agreeing to certain confidentiality requirements (this "Agreement") and thereby agrees to be bound by its terms. Seller and Broker are prepared to provide the Informational Materials for Potential Purchaser's consideration in connection with the possible purchase of the Property by Potential Purchaser, subject to the conditions set forth below.

1. All Informational Materials relating to the Property which Seller or Broker may furnish to Potential Purchaser shall continue to be the Seller's property. Potential Purchaser will use the Informational Materials solely for the purpose of evaluating the possible acquisition of the Property and not for any purpose and may not be copied or duplicated without Seller's consent and must be returned to Seller and copies destroyed (including deletion from digital platforms) within three (3) business days after Seller's request or when Potential Purchaser declines to make an offer for the Property or terminates discussions or negotiations with respect to the Property. Potential Purchaser shall confirm such destruction/deletion in writing promptly upon request from Broker or Seller.
2. Potential Purchaser will not make any Informational Materials available, nor disclose any of the contents thereof, to any person unless such person has been identified to Seller in writing and Seller has approved furnishing the Informational Materials or such disclosure to such person, and such person has entered into an agreement with Seller containing substantially the same provisions as in this Agreement; provided, however, that the Informational Materials and this Agreement may be disclosed to Potential Purchaser's current partners, agents, employees, accountants, legal counsel and institutional lenders ("Related Parties") who need to know such information for the purpose of evaluating the potential purchase of the Property by Potential Purchaser. Such Related Parties shall be informed by Potential Purchaser of the confidential nature of the Informational Materials and shall be directed in writing by Potential Purchaser to keep all Informational Materials strictly confidential in accordance with this Agreement. Prospective Purchaser shall be responsible for any violation of this provision by any Related Party.
3. Although Seller and Broker have endeavored to include in the Informational Materials information they believe to be relevant to a potential purchaser's investigation of the Property, Potential Purchaser understands and acknowledges that neither Seller nor Broker makes any representation or warranty as to the accuracy or completeness of the Informational Materials, and understands that the Informational Materials are provided as a convenience to Potential Purchaser and are relied upon by Potential Purchaser at its risk. Potential Purchaser understands that Seller and Broker strongly encourage Potential Purchaser to perform its own inspections of the Property and to confirm the information contained in the Informational Materials. Potential Purchaser further understands and acknowledges that the information used in the preparing the Informational Materials was furnished to Seller and Broker by others, has not been independently verified by Seller or Broker, and is not guaranteed as to completeness or accuracy. Potential Purchaser agrees that neither Seller nor Broker shall have any liability for any reason to Potential Purchaser, its representatives or Related Parties resulting from the use of the Informational Materials by any

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person in connection with the sale of, or other investment by Potential Purchaser in the Property, whether or not consummated for any reason.

4. Potential Purchaser acknowledges that the Property's offer for sale is subject to withdrawal from the market or rejection of any offer, for any reason or no reason whatsoever, without notice. Accordingly, to the extent Potential Purchaser incurs any costs associated with reviewing the Informational Materials and/or gathering other information or documents concerning the Property, neither Seller nor Broker will be responsible for any of these costs.
5. Potential Purchaser's obligation to not disclose and to keep confidential all Informational Materials does not include information: (a) that is obtained by Potential Purchaser or its Related Parties from a third person and which, insofar as is known to Potential Purchaser or its Related Parties, is not subject to any legal, contractual or fiduciary prohibition or obligation against disclosure; (b) which was or is independently developed by Potential Purchaser or its Related Parties without utilizing the Informational Materials or violating its confidentiality obligations hereunder; or (c) which was or becomes generally available to the public through no fault, action or inaction of Potential Purchaser or its Related Parties.
6. Potential Purchaser hereby represents and warrants to Seller and Broker that Potential Purchaser has not dealt with any other broker, finder or agent in connection with any possible sale or other transaction concerning the Property other than Broker and that no broker represents or will represent Potential Purchaser in connection with any possible sale or other transaction concerning the Property other than Broker. Potential Purchaser agree to indemnify and hold harmless Seller and Broker and their affiliates, successors and assigns from and against any and all claims, demands, losses, liabilities, suits, costs or expenses due to or arising from any claims of any broker, finder or similar agent for commissions, fees or other compensation in connection with any possible sale or other transaction concerning the Property based on alleged dealings with Potential Purchaser.
7. The terms, provisions and obligations contained in this Agreement shall survive the termination of Potential Purchaser's analysis of the Informational Materials.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its Conflicts of Law provisions.
9. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by the parties after the date of this Agreement. The parties have not made any other agreement or representation with respect to such matters.
10. Potential Purchaser acknowledges that damages may be inadequate compensation for breach of this Agreement and Seller shall be entitled to seek equitable relief and may restrain, by an injunction or similar remedy, any breach or threatened breach of this Agreement. Potential Purchaser hereby waives any requirement for the posting of a bond or other security in connection with the granting to Seller of such injunctive relief. Potential Purchaser agrees to indemnify and hold Seller and its representatives harmless from any losses, damages, claims, lawsuits or regulatory proceedings, and from any costs and expenses, including reasonable attorneys' fees, incurred in connection therewith, arising from a breach of this Agreement by Potential Purchaser or its representatives. No failure or delay by Seller in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
11. Prospective Purchaser does not acquire any right under this Agreement to use, and shall not use, Seller's name, the names "Disney," "ABC," "ESPN", "Pixar", "Marvel", "Lucasfilm," "Hulu," "National Geographic Partners," "FX," "Searchlight" or "20th Century Studios" (either alone

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or in conjunction with or as a part of any other word or name) or any registered trademarks or service marks or any fanciful characters or designs of Seller or Seller's affiliates: (i) in any advertising, publicity or promotion; (ii) to express or imply any endorsement by Seller of any services of Seller or any other person or entity; or (iii) in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Prospective Purchaser agrees not to make any press release or other public disclosure or media statement regarding this Agreement or the potential purchase of the Property which names Seller or any of its affiliates, without first obtaining Seller's written consent. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Potential Purchaser has indicated its agreement with the foregoing terms by signing where indicated below and returning this Agreement to:

e-mail: capitalmarketswesternregion@nmrk.com

AGREED AND ACCEPTED:

"Prospective Purchaser"

(Company Name)

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

E-Mail Address: _____

Phone Number: _____