

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”), is entered into by the person or entity Accepting this Agreement _____ (the “**Prospective Purchaser**” or “**Principal**”) as of the effective date indicated below and Randall Hall Senter. (“**RHS**” or “**Owner**”) to disclose to the Prospective Purchaser certain Senter Family Trust owner-ship of Real Estate property, potential adjacent property expansion opportunities and financial information concerning Senter Family Trust (“**SFT**”) and Canoga Village® located at 8411 Canoga Ave, Canoga Park, CA 91304 (the “**Property**”) owned by Senter Family Trust, (the “**Owner**”).

The Prospective Purchaser has expressed an interest in evaluating the Property as an investment and Principal represents that it has the experience and financial capability to undertake an investment of this magnitude. Pursuant thereto, Owner has been asked to furnish Principal information concerning the Property. Prospective Purchaser acknowledges that such information is a non-exhaustive sampling of relevant information that is in Owner’s and SFT’s possession. Prospective Purchaser further acknowledges that it will need to do independent verification of all materials provided relating to the acquisition of the Property, and that neither Owner nor SFT can or do recommend consultants or attorneys to perform that review.

This information may include, without limitation nor necessarily all-inclusive of, an Offering Memorandum prepared by Owner, Disclaimers, Project Overviews, Site Plans, Property Photos, Investment Highlights, Pylon Sign investigations, Parcel Maps with Potential Expansion Aims, Easement Issues, Financial Summaries, various Tenant Profiles Samplings, Floor Plans, Rental Comps and Market Surveys (from external sources), various documents, Zoning Allowances, CCR’s, Historical Environmental Reports or Clearances, Geotechnical Engineering Exploration, Parking Studies, legal instruments, brochures, and other materials, and any discussions of Property visitations or related Website perusals which are conducted with or by Principal concerning the Property (all of the aforementioned information collectively referred to as “**Evaluation Material**”). Owner is prepared to consider the furnishing of the Evaluation Material to Principal only on the condition that Principal agrees to treat the Evaluation Material confidentially as hereinafter provided. Therefore, as a prerequisite to Owner furnishing this Evaluation Material to Principal, Principal represents that Principal is authorized to act as agent of Prospective Purchaser and make the agreements contained herein and bind the Prospective Purchaser thereto, and thus, hereby agrees as follows on behalf of Principal and Prospective Purchaser:

1. All Evaluation Material furnished to Principal by Owner or SFT will not be used or duplicated by Principal or Prospective Purchaser in any way detrimental to Owner or SFT, or for any purpose other than evaluating a possible investment in the Property by Principal or Prospective Purchaser. Therefore, Principal and Prospective Purchaser agree to keep all Evaluation Material (other than information which is a matter of public record or is provided in other sources readily available to the public) strictly confidential; provided, however, that any of

the Evaluation Materials may be disclosed only to those individuals or entities who have been approved, in writing, by Owner and have entered into a Confidentiality Agreement with Owner (the "**Permitted Parties**").

2. Although Owner has endeavored to include in the Evaluation Material information known to Owner which Owner believes to be relevant for the purpose of Principal's and Prospective Purchaser's investigation, Principal and Prospective Purchaser understands and acknowledges that neither Owner nor SFT nor their successors and assigns, advisors, agents, representatives, employees, officers or directors makes any representation or warranty as to the accuracy or completeness of the Evaluation Material. The financial information and projections contained in the Evaluation Material may represent estimates based on assumptions considered reasonable under the circumstances although Owner has not independently verified them. Owner and SFT and their respective successors and assigns, advisors, agents, representatives, employees, officers and directors make no representations or warranties, expressed or implied, that actual results will conform to such projections. Owner and SFT and their respective successors and assigns, advisors, agents, representatives, employees, officers and directors expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in this Evaluation Material, or omissions from the Evaluation Material, or in any other written or oral communications transmitted or made available to principal. Principal and Prospective Purchaser agree that neither Owner nor SFT nor their respective successors and assigns, advisors, agents, representatives, employees, officers or directors shall have any liability to Principal or Prospective Purchaser or any of its representatives, Permitted Parties or related parties resulting from its use of or reliance upon the Evaluation Material.
3. Owner and SFT expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to invest in the Property from Principal on behalf of Prospective Purchaser, or any other person or entity, and/or to terminate discussions with Principal or Prospective Purchaser or any other person or entity at any time with or without notice. Owner shall have no legal commitment or obligation to Principal or Prospective Purchaser or any other person or entity reviewing the Evaluation Material or making an offer to invest in the Property unless and until a purchase Agreement by and between Owner and Prospective Purchaser (or permitted third party) have been approved and fully executed.
4. Prospective Purchaser also agrees to do all things necessary to prevent any of its officers, directors, employees, representatives, and agents from disclosing any

