

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “Agreement”) is made as of June \_\_, 2025 (the “Effective Date”), by and between \_\_\_\_\_, (“Buyer”), and MOM CA Investco LLC, et al. (“Seller”); Buyer and Seller are collectively referred to herein as the “Parties” and individually as a “Party”.

- 1. Purpose.** Seller owns that certain real property identified at Exhibit A attached hereto (the “Property”). Buyer desires to purchase Property from Seller (the “Purchase”), in connection with which each Party has disclosed and may further disclose its Confidential Information (as defined below) to the other. This Agreement is intended to allow the Parties to discuss the potential terms of the Purchase and allow Buyer to evaluate the Property while protecting each Party's Confidential Information against unauthorized use or disclosure. For purposes of this Agreement, the Party receiving Confidential Information is referred to as the “Receiving Party” and the Party disclosing Confidential Information is referred to as the “Disclosing Party.”
- 2. Definition of Confidential Information.** “Confidential Information” means any oral, written, visual, graphic or machine-readable information including, but not limited to, information which relates to research, product plans, products, developments, processes, designs, drawings, engineering, formulae, markets, business plans, agreements with third parties, specific locations, market analyses, services, customers, marketing or finances of the Disclosing Party. The Receiving Party’s obligations extend to all Confidential Information except to the extent excluded by Section 3(b) below.
- 3. Non-disclosure of Confidential Information.** The Parties agree not to use any Confidential Information disclosed to it by the other Party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the potential transaction described herein. Except as expressly provided for herein, without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose or permit disclosure of any of the Confidential Information of the Disclosing Party, provided that the Receiving Party may disclose Confidential Information to its affiliates and its and their respective directors, officers, employees, consultants, contractors agents, attorneys, accountants, investors, and other representatives who reasonably need to know the Confidential Information in order to carry out the discussions regarding the Purchase (with any such person or entity who actually receives Disclosing Party’s Confidential Information being referred to individually or collectively as the Receiving Party’s “Representatives”. Each Party shall inform its Representatives of the confidential nature of the Confidential Information and each Representative shall agree to be bound by the terms of this Agreement as a Receiving Party hereto. The Receiving Party agrees that it shall be directly responsible for breaches of this Agreement by its Representatives. Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the same degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than a reasonable degree of care. Each Party agrees to promptly notify the other Party in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the Disclosing Party which has come to the Receiving Party's attention.

  - (a) Exceptions. Notwithstanding the above, the term “Confidential Information” shall not apply to information which:

    - (i) was in the public domain at the time it was disclosed or later becomes part of the public domain through no fault of the Receiving Party or any of its Representatives in violation of the terms hereof;
    - (ii) was known to or in the possession of the Receiving Party or any of its Representatives, without restriction, at the time of disclosure, as demonstrated by files in existence, or other

competent evidence, at the time of disclosure;

- (iii) is disclosed with the prior written approval of the Disclosing Party;
- (iv) was independently developed by the Receiving Party or its Representatives without utilization of the Confidential Information of the Disclosing Party; or
- (v) becomes known to the Receiving Party or any of its Representatives from a third-party source other than the Disclosing Party, and to the Receiving Party's or its Representatives' knowledge (after conducting reasonable inquiry), such source is not prohibited from disclosing such information by reason of a confidentiality, fiduciary, or other obligation owed to the Disclosing Party.

(b) **Required Disclosures.** If the Receiving Party or any of its Representatives is requested or required by law, regulation, court order, subpoena, government authority, legal proceeding, or other similar legal process to disclose Confidential Information received under this Agreement, unless prohibited by law or legal process, the Receiving Party shall promptly notify the Disclosing Party, and reasonably assist the Disclosing Party (at the Disclosing Party's cost and expense) in obtaining a protective order to prevent or limit the requested disclosure. In the event that the Disclosing Party is unable to timely obtain or does not seek a protective order, the Receiving Party or its Representatives shall furnish only that portion of the Confidential Information which counsel has advised in good faith that it is legally required to produce.

**4. Return of Materials.** Any materials or documents that have been furnished by one Party to the other Party in connection with the potential transaction described herein, shall be promptly returned or destroyed by the Receiving Party, within 10 days after the Receiving Party has received a written request from the Disclosing Party demanding that all of copies of the Disclosing Party's Confidential Information that is in the Receiving Party's or its Representatives' possession be returned or destroyed. However, notwithstanding anything to the contrary stated herein, the Receiving Party and its Representatives shall be permitted to retain copies of the Disclosing Party's Confidential Information to comply with applicable law or regulation. Any Confidential retained pursuant to the prior sentence shall be held in accordance with the terms hereof, until the date that this Agreement expires.

**5. No Rights Granted.** As between the Parties, all of the Disclosing Party's Confidential Information will remain the exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting any rights or licenses under any patent, copyright or other intellectual property right of either Party, nor shall this Agreement grant either Party any rights in or to the other Party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into a definitive written agreement between the Parties concerning the Purchase described herein.

**6. Confidentiality Period.** This Agreement and any confidentiality obligations of the Receiving Party and its Representatives due hereunder shall expire on the earlier of (i) the date that is two (2) years from the Effective Date of this Agreement, or (ii) the date on which the Buyer (or an affiliate) and the Seller (or an affiliate) enter into a definitive written agreement concerning the Purchase which contains confidentiality provisions which expressly supersede the terms of this Agreement.

**7. Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto. The Parties agree that neither Party shall be permitted to assign its interest in or obligations under the Agreement, or provide any of the non-assigning Party's Confidential Information to any proposed assignee without the prior written consent of the non-assigning Party. Any assignment made in violation of this provision shall be null and void. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities

under or by reason of this Agreement, except as expressly provided in this Agreement.

- 8. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.
- 9. Independent Contractors; No Obligation.** The Parties are independent contractors, and nothing contained in this Agreement shall be construed to constitute Buyer and Seller as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. No Party shall incur any debts or make any commitments for the other under this Agreement other than those confidentiality obligations and use undertakings expressly set forth herein. Nothing contained in this Agreement shall be construed as obligating either Party to enter into any agreement with the other Party, or transact any business with the other Party.
- 10. Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. The Parties hereby agree that any action arising out of this Agreement will be brought solely the Bankruptcy Court for the District of Delaware. Each of the Parties hereto consents to the exclusive jurisdiction and venue of the Bankruptcy Court.
- 11. Remedies; Indemnification.** Each Party agrees that its obligations set forth in this Agreement are necessary and reasonable in order to protect the Disclosing Party and its business. The Parties each expressly agree that due to the unique nature of the Disclosing Party's Confidential Information, monetary damages may be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, the Parties each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled (a) to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party, without the necessity of proving actual damages, and (b) to be indemnified by the Receiving Party from any loss or harm, including but not limited to reasonable attorney's fees and out-of-pocket expenses, arising out of or in connection with any breach or enforcement of the Receiving Party's obligations under this Agreement or the unauthorized use or disclosure of the Disclosing Party's Confidential Information.
- 12. Warranty.** The Disclosing Party warrants that it has the right to make the disclosures under this Agreement. No other warranties, including warranties of merchantability, fitness for a particular purpose or noninfringement, are made by either party under this agreement. Any information exchanged under this agreement is provided "AS IS." The Disclosing Party shall have no liability to the Receiving Party whatsoever relating to or arising from the Receiving Party's use of the Confidential Information or from any errors or omissions in, or any business decisions made by the Receiving Party in reliance on, any Confidential Information. Nor shall the Disclosing Party be liable for any expenses, losses, damages, or action incurred or undertaken by the Receiving Party as a result of its receipt of the Confidential Information.
- 13. Amendment and Waiver.** The terms of this Agreement may only be amended in writing signed by authorized representatives of both Parties. Any amendment or waiver effected in accordance with this Section shall be binding upon the Parties and their respective successors and assigns. The waiver by a

Party of a breach of any provision of this Agreement by the other Party will not operate or be interpreted as a waiver of any other or subsequent breach. All waivers must be in writing and signed by the waiving Party.

**14. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**15. No Publicity.** Neither Buyer nor Seller shall, without the prior consent of the other Party, disclose to any other person (other than such Party's Representatives or as may be required by law) the fact that Confidential Information of the other Party has been and/or may be disclosed under this Agreement, that discussions or negotiations are taking place between the Parties, or any of the terms, conditions, status or other facts with respect thereto.

**16. Entire Agreement.** This Agreement is the product of both of the Parties hereto, and constitutes the entire Agreement between such Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly canceled.

The Parties have executed this Mutual Non-disclosure Agreement as of the date first written above.

“Buyer”

By: \_\_\_\_\_  
Name:  
Title:

“Seller”

By: \_\_\_\_\_  
Name: Mark Shinderman  
Title: Chief Restructuring Officer



**Exhibit A**  
List of Property

#	Property Name	Property Address(es)
1	Retreat at Laguna Villas	749 Gaviota (729 Ocean Front), Laguna Beach, CA
2	Sunset Cove Villas	683 Sleepy Hollow Ln, Laguna Beach, CA
3	Duplex at Sleepy Hollow	689 Sleepy Hollow Ln, Laguna Beach, CA
4	Cliff Drive Properties	150 Cliff Dr, Laguna Beach, CA; 151 & 153 Cedar Dr, Laguna Beach, CA
5	694 NCH Apartments	694 N Coast Hwy, Laguna Beach, CA
6	Laguna Festival Center	805-859 Laguna Canyon Rd, Laguna Beach, CA
7	891 Laguna Canyon Road	891 Laguna Canyon Rd, Laguna Beach, CA
8	777 at Laguna	777 Laguna Canyon Rd, Laguna Beach, CA; 22446 Laguna Canyon Rd, Laguna Beach, CA
9	Laguna Arts District Complex	775-793 Laguna Canyon Rd, Laguna Beach, CA
10	Heisler Laguna	305-397 North Coast Highway, Laguna Beach
11	The Masters Building	2711-2713 E. Coast Hwy, Newport Beach, CA
12	837 Park Avenue	615 Griffith Way, Laguna Beach, CA
13	Laguna HI	696 S Coast Hwy, Laguna Beach, CA
14	Laguna HW	688-690 S Coast Hwy, Laguna Beach, CA
15	314 S Harvard	314 Harvard Blvd, Los Angeles, CA
16	4110 West 3 <sup>rd</sup> St	4110 West 3rd St, Los Angeles, CA

17	Tesoro Redlands	106 W Pennsylvania Ave, Redlands, CA
18	Hotel Laguna	425 S Coast Highway, Laguna Beach, CA; 541 S Coast Highway, Laguna Beach, CA
19	Newport Crossing	4251 Martingale Way, Newport Beach, CA; 4225 Martingale Way, Newport Beach, CA; 4253 Martingale Way, Newport Beach, CA; 1701 Corinthian Way, Newport Beach, CA; 4200 Scott Drive, Newport Beach, CA; 4220 Scott Drive, Newport Beach, CA; 4250 Scott Drive, Newport Beach, CA; 1660 Dove Street, Newport Beach, CA