

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“**Agreement**”) is entered into as of [REDACTED], 2021 (“**Effective Date**”) by and between the I.J. Nast Trust dated February 8, 2010, having an address at 3738 Foothill Blvd., Glendale, CA 91214 (“**Trust**”) and [COMPANY NAME] having an address at [REDACTED] (“**Company**”).

WHEREAS, Trust and Company (each, a “**Party**” and collectively, the “**Parties**”) are contemplating a potential transaction involving the purchase and sale of the Trust’s minority interest in a real estate holding company (the “**Transaction**”); and

WHEREAS, in order to facilitate such discussions and the associated analyses that would be performed by the Parties, certain confidential and proprietary technical, financial or business information may be disclosed by or on behalf of one Party (“**Disclosing Party**”) or its Representatives (as hereinafter defined) to the other Party (“**Receiving Party**”) and its Representatives concerning either or both Parties or in connection with the evaluation of the Transaction.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The term “**Information**,” as used in this Agreement, includes all specifications, drawings, sketches, models, samples, reports, plans, forecasts, current or historical data, financial statements, computer programs or documentation and all other technical, financial or business data. “**Information**” will also include all analyses, compilations, forecasts, studies or other documents or work product prepared utilizing Information. Such items will be “**Information**” whether in written, graphic, electronic, visual, oral or other tangible or intangible form, and whether prepared by the Disclosing Party or its Representatives. The term “**Representatives**” as used in this Agreement will include a Party’s affiliates and such Party’s and its affiliates’ officers, directors, employees, partners, agents, accountants, financial advisors, attorneys, and consultants. The term “**affiliate**” as used in this Agreement will have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”); for the avoidance of doubt, the term “**affiliate**,” as used herein, will not apply to any entity in which either Party owns an equity interest if such Party does not control such entity (as defined in Rule 12b-2 under the Exchange Act) or such Party does not provide or make available Confidential Information (as hereinafter defined) to such entity.

2. “**Confidential Information**” is defined as Information which is disclosed by or on behalf of the Disclosing Party (or by or on behalf of the Disclosing Party’s affiliates) to the Receiving Party (or to the Receiving Party’s affiliates) and is not generally available to the public. The Disclosing Party will use commercially reasonable efforts to identify Information that it desires to protect against unrestricted disclosure or use by: (a) marking it “**Confidential**” or “**Proprietary**” or with a marking of similar import if it is in electronic or tangible form; or (b) identifying it as confidential at the time of disclosure by the Disclosing Party or its Representatives if it is initially provided in oral or visual form, and designating it as confidential in a writing sent to the

Receiving Party within thirty (30) days after such oral or visual disclosure summarizing the Confidential Information in reasonable detail for identification by the Receiving Party.

3. Subject to the provisions of Paragraph 4, with respect to any Confidential Information provided by the Disclosing Party or its Representatives hereunder, the Receiving Party and its Representatives will, for a period of two (2) years from the date of this Agreement, keep such Confidential Information confidential using the same care and discretion to limit disclosure thereof as it uses with similar Confidential Information of its own that it does not desire to disclose or disseminate, but in any event with no less than reasonable care. Without limiting the foregoing, the Receiving Party will take steps to: (a) restrict disclosure of such Confidential Information solely to its Representatives with a need to know for purposes of analyzing, discussing, negotiating and consummating the Transaction, and not disclose such Confidential Information to any other person; (b) advise all of its Representatives with access to the Confidential Information of the obligation to protect such Confidential Information in accordance with the terms of this Agreement; and (c) use the Confidential Information provided hereunder only for purposes of analyzing, discussing, negotiating or consummating the Transaction and not to copy, or otherwise duplicate any Confidential Information of the Disclosing Party, in whole or in part, including derivations, other than for such purposes. Each Party will be responsible for any breach of this Agreement by any of its Representatives. The term “**person**” as used in this Agreement will be interpreted broadly to include, without limitation, any governmental authority, the media and any corporation, company, partnership, limited liability company, joint venture or individual.

4. The obligations imposed upon a Receiving Party herein will not apply to Information of the Disclosing Party, whether or not designated as Confidential: (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its Representatives in breach of this Agreement; (b) which the Receiving Party can reasonably demonstrate was already in the possession of the Receiving Party or its Representatives at the time of disclosure and is not, to the Receiving Party’s knowledge, subject to an existing confidentiality obligation; (c) which is received from a third person and is not, to the Receiving Party’s knowledge, subject to an existing confidentiality obligation; (d) which is developed by the Receiving Party or its Representatives independently from, and without access to, Confidential Information made available under this Agreement, as evidenced by its records; (e) which is disclosed pursuant to Paragraph 5 and prior written notice is given by the Receiving Party to the Disclosing Party as provided in Paragraph 5; or (f) which was retained in the unaided memories of the Receiving Party subsequent to the expiration or termination of this Agreement (pursuant to Paragraph 17) or the destruction or return of any tangible items containing Confidential Information provided to the Receiving Party (pursuant to Paragraph 7).

5. If a Receiving Party is required by statute, applicable law, regulation or by legal or regulatory authority or other judicial, administrative or governmental proceeding, inquiry or requirement or stock exchange regulation, process or proceeding (including without limitation, being legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing of such requirement (unless such notice is precluded by the nature of the process or proceeding) so that the Disclosing Party may seek a

protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. The Receiving Party agrees to cooperate with the Disclosing Party in its efforts to obtain such a protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party will be permitted hereunder to furnish only that portion of the Confidential Information that it is advised by counsel it is legally required to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

6. Nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise, either express or implied, under any patent, copyright, trademark, trade secret or other intellectual property right now or hereafter owned, obtained or licensable by the other Party, including the right to distribute software or other electronic information, that is part of any Information disclosed to the Receiving Party or its Representatives. If the Parties (or any of their respective affiliates) decide to enter into any licensing arrangement regarding any Information or present or future intellectual property disclosed hereunder, such arrangement will be made only on the basis of a separate written agreement between them. No disclosure of any Confidential Information hereunder will be construed as a public disclosure of such Confidential Information by a Party or any of its Representatives for any purpose whatsoever.

7. All Confidential Information of the Disclosing Party, including any tangible embodiments of electronically transmitted Confidential Information, will remain the sole and exclusive property of the Disclosing Party; and, except as required by legal, judicial, regulatory, administrative or similar retention requirements applicable to the Confidential Information, or stock exchange regulation, will at the request of the Disclosing Party be returned to the Disclosing Party or, at the option of the Receiving Party, destroyed by the Receiving Party and all Confidential Information disclosed or transmitted to the Receiving Party electronically, or in the form of electronic, magnetic, optical, or other storage medium, will be completely erased or otherwise permanently deleted from any storage medium onto which such Confidential Information may have been written except where a copy of the Confidential Information is retained in the Receiving Party's backup systems in a manner so that any of its Representatives involved in the evaluation or negotiation of the Transaction will not have access to it. Upon request of the Disclosing Party, any abstracts, notes, memoranda or other documents containing any Confidential Information or any description, summary or analysis of any Confidential Information of the Disclosing Party will be destroyed by the Receiving Party except where prohibited by legal, judicial, regulatory, administrative or similar retention requirements applicable to the Confidential Information, or stock exchange regulation, or where the Confidential Information is part of the record of proceedings of the Board of Directors of the Receiving Party or where a copy of the Confidential Information is retained in the Receiving Party's backup systems in a manner so that any of its Representatives involved in the evaluation or negotiation of the Transaction will not have access to it. Notwithstanding any return or destruction of Confidential Information, all Confidential Information, including oral Confidential Information will continue to be subject to the provisions of this Agreement.

8. The furnishing of Confidential Information hereunder will not obligate a Party to enter into any further agreement or negotiation with the other Party, or to refrain from entering into an agreement or negotiation with any other person.

ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED “AS IS” WITHOUT ANY COVENANT, WARRANTY OR REPRESENTATION OF ANY KIND. THE DISCLOSING PARTY AND ITS REPRESENTATIVES WILL HAVE NO LIABILITY ARISING FROM THE RECEIVING PARTY’S OR ITS REPRESENTATIVES’ USE OF THE CONFIDENTIAL INFORMATION INCLUDING ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, EVEN IF THE DISCLOSING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Each Party agrees that, unless and until a definitive written agreement between the Parties with respect to the Transaction or any similar transaction has been executed and delivered, no Party will be under any legal obligation of any kind whatsoever by virtue of this or any written or oral expression with respect to such a transaction by either of the Parties or their respective Representatives except, in the case of this Agreement, for the matters specifically agreed to herein.

9. The Disclosing Party agrees that (a) the Receiving Party’s and its Representatives’ review of any of the Disclosing Party’s and/or its Affiliate’s patents and pending patent applications and any related materials (including, without limitation, file histories and legal or business analysis and opinions), and any other activities related to such review (collectively, “**Review**”), will not constitute, or be deemed to constitute, actual or constructive knowledge of such patents or pending patent applications including, without limitation, for purposes of showing willful infringement; and (b) neither the Disclosing Party, its Affiliates, nor their respective successors, assignees or transferees will seek, in any administrative or legal proceeding, the discovery of, admissibility of, or introduction into evidence of, any Review activities including, without limitation, for purposes of showing willful infringement.

10. In the event a Receiving Party or any of its Representatives discloses, disseminates or releases any Confidential Information of the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement. The Parties further acknowledge that, if a Party breaches this Agreement (either by disclosure, dissemination or release of Confidential Information or in any other manner), the non-breaching Party is likely to suffer immediate and irreparable harm for which money damages will not constitute a full and adequate remedy and that, in addition to all other remedies available, the non-breaching Party will be entitled to equitable relief without the necessity for proving money damages or posting a bond or other security. The provisions of this paragraph are in addition to any other legal right or remedies the non-breaching Party may have under applicable law.

11. Except as may be required by legal, judicial, regulatory, administrative or similar requirements, or stock exchange regulation, without the prior written consent of the other Party, a Party will not, and will ensure that its Representatives do not, disclose to any person either (i) the fact that discussions or negotiations are taking place concerning a possible transaction between the Parties, (ii) any of the terms, conditions or other facts with respect to any such possible transaction,

including the status thereof, or (iii) the fact that this Agreement exists or that Confidential Information has been made available. Without limitation of the foregoing, each Party agrees that it will not issue, and it will ensure that its Representatives do not issue any press release or otherwise make any public statement regarding any discussions on the Transaction or its possibility without the prior written consent of the other Party. The obligations of this Paragraph 11 will survive the expiration or termination of this Agreement for a period of two (2) years.

12. Certain Confidential Information furnished by the Parties may be deemed material non-public information under applicable securities laws. Each of the Parties acknowledges that it has a duty to comply with such securities laws.

13. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written agreement or discussion, with regard to the subject matter hereof. Nothing herein will affect the validity of any separate, written non-disclosure or confidentiality agreement between or among the Parties or any of the Parties' affiliates. This Agreement may not be modified except by a writing signed by each of the Parties. No failure or delay by either Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any other right, power or privilege hereunder. If, for any reason, any provision of this Agreement will be determined to be invalid, void or unenforceable by a court or regulatory body of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

14. Each Party acknowledges that the other Party or its Representatives may be discussing or may in the future discuss a possible agreement or transaction with another person or entity, which transaction is similar to an agreement or transaction that may evolve from the discussion of the Transaction, or which person or entity engages in one or more lines of business in which the other party engages. Each Party further acknowledges that, whether or not the Parties enter into any such agreement or engage in any such transaction or any similar transaction, either Party or its Affiliates may engage in such discussions, negotiations or transaction, and enter into an agreement, with another person or entity, or may itself engage in activities which compete with the business of the other Party. Neither the receipt by one Party of Confidential Information from the other party nor the actions contemplated by this Agreement will be grounds for obstructing or enjoining any such discussions, negotiations, transaction or activities.

15. This Agreement will be governed by the laws of the State of California, without giving effect to the conflicts of laws provisions thereof. Any legal action or proceeding relating to this Agreement will be brought exclusively in the state or federal courts located in Los Angeles County, California; and each Party consents to the mandatory jurisdiction thereof.

16. The individuals executing this Agreement for and on behalf of the Parties represent that they are fully authorized and empowered to do so for and on behalf of their respective principals. This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which together will constitute one and the same

instrument. In addition, execution of this Agreement may be evidenced by facsimile or electronic transmission (such as a document in PDF format).

17. All notices and other communications required herein will be in writing, to the Party at the contact information specified herein, and deemed made (a) if personally delivered, upon delivery, (b) if delivered by overnight courier or private mail service, upon receipt, (c) if delivered by certified mail return receipt requested, five days from deposit in the mail or (d) if delivered by e-mail, upon confirmation of delivery. Either Party may change its contact information upon notice to the other Party.

18. The term of this Agreement will continue through the second anniversary of the date hereof; provided, however, that the provisions of Paragraphs 4 through 17 will survive any termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

I.J. NAST TRUST DATED FEBRUARY 8, 2010

By: _____

Name: _____

Title: _____

Email: _____

[COMPANY NAME]

By: _____

Name: _____

Title: _____

Email: _____