

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “Agreement”) is dated _____, 2026, and is made by and between LeFever Mattson, a California corporation, and 60 of its affiliates (collectively, the “Debtors”) that have each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Northern District of California (the “Bankruptcy Court”), on the one hand, and _____ (the “Receiving Party”), on the other hand.

RECITALS

A. The Debtors and the Receiving Party are contemplating a business transaction (a “Transaction”) and intend to prevent the unauthorized disclosure of Confidential Information (as defined below).

B. Any such Transaction will be approved by the Bankruptcy Court prior to final consummation.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. CONFIDENTIAL INFORMATION

(a) “Confidential Information” means all non-public information of the Debtors, their equity holders, owners, or affiliates disclosed or made available to the Receiving Party or any of its directors, officers, employees, agents, consultants, advisors, legal counsel or accountants (collectively, “Representatives”), regardless of the form or manner of disclosure, including:

(i) all information relating to the Debtors’ trade secrets (including all information that applicable law defines as “trade secrets”);

(ii) all information concerning services, equipment, products, product specifications, data, formulae, compositions, designs, sketches, photographs, graphs, drawings, samples, inventions, discoveries, ideas, know-how, past, current, and planned research and development, current and planned methods and processes, client and customer lists and files, current and anticipated client and customer requirements, vendor and supplier lists and files, price lists, market studies, business plans and business opportunities;

(iii) all information concerning computer hardware, software (including object and source codes), databases, algorithms, technologies, systems, structures and architectures;

(iv) all information concerning the Debtors' business and affairs, historical and current financial statements, financial projections and budgets, historical, current and projected sales, capital spending budgets, forecasts, strategic plans, marketing and advertising plans, publications, agreements, the names and backgrounds of key personnel, and personnel training techniques and materials;

(v) all offering memoranda, documents, data, financial statements, reports, forecasts, projections, surveys, diagrams, rent rolls, records, engineering reports, and other documents concerning property owned by Debtors disclosed to Receiving Party or its Representatives in connection with a potential Transaction.

(vi) all third-party confidential information lawfully in the possession of the Debtors; and

(vii) all notes, analyses, compilations, studies, summaries, interpretations and other material prepared by the Receiving Party or its Representatives to the extent they contain, are based on or refer to any information described in (i) through (v) above (collectively, "Notes").

(b) The term "Confidential Information" does not include any portions of such information:

(i) that become generally available to the public, other than as a result of disclosure by the Receiving Party or any of its Representatives; or

(ii) that were, are or become available to the Receiving Party on a non-confidential basis prior to being made available by the Debtors, but only if the source of such information is not bound by a duty of confidentiality; or

(iii) that is independently developed by the Receiving Party or the Receiving Party's Representatives without reliance upon any Confidential Information or otherwise in breach of this Agreement.

(c) Any trade secrets of the Debtors will also be entitled to all of the protections and benefits under applicable trade secret law and any other applicable law. If any information that the Debtors deem to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, the information nonetheless will be considered Confidential Information for purposes of this Agreement.

(d) By signing this Agreement, Receiving Party acknowledges and agrees it has reviewed and accepts in all respects the Disclaimer Regarding Information attached hereto as Exhibit A. Without limiting the generality of Exhibit A hereto, no representation is made by Debtors as to the accuracy or completeness of the Confidential Information. Accordingly, the Debtors expressly disclaim any and all liability for representations, expressed or implied,

contained in, or for omissions from, the Confidential Information and any other written or oral communication transmitted in connection herewith.

2. RESTRICTED USE AND NONDISCLOSURE

The Receiving Party agrees that the Receiving Party and its Representatives (a) will keep the Confidential Information confidential; (b) will not use the Confidential Information for any purpose other than in connection with the Receiving Party's evaluation and consideration of a Transaction; and (c) without limiting (a) or (b), will not disclose the Confidential Information to any person except with the specific prior written consent of the Debtors or except as expressly otherwise permitted by the terms of this Agreement. It is understood that the Receiving Party may disclose Confidential Information to only those of the Receiving Party's Representatives who require such material for the purpose of evaluating and/or pursuing a Transaction, who are informed by the Receiving Party of the confidential nature of the Confidential Information and the obligations of this Agreement, and who are directed by the Receiving Party to maintain the confidentiality of the Confidential Information in accordance with the terms hereof. The Receiving Party will enforce the terms of this Agreement as to its Representatives and will take such action, legal or otherwise, necessary to cause them to comply with this Agreement and thereby prevent their disclosure of the Confidential Information (including all action the Receiving Party would take to protect its own trade secrets and confidential information), except as permitted by this Agreement. The Receiving Party shall be liable to the Debtors for any breach of this Agreement by any of its Representatives.

3. LEGAL COMPULSION TO DISCLOSE CONFIDENTIAL INFORMATION

If the Receiving Party or any of its Representatives become legally compelled (including pursuant to any rule or regulation promulgated by any securities regulation authority or any securities exchange) to make any disclosure that is prohibited or otherwise constrained by this Agreement, then the Receiving Party or such Representative, as the case may be, will give the Debtors prompt written notice (to the extent legally permissible) of such requirement so that Debtors may seek a protective order or other appropriate relief, or waive compliance with the nondisclosure provisions of this Agreement. Subject to the foregoing, the Receiving Party or such Representative may make only such disclosure that, upon the advice of counsel, it is legally compelled or otherwise required to make to avoid standing liable for contempt or suffering other material censure or penalty; provided, however, that the Receiving Party and its Representatives must use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed. Without limiting the generality of the foregoing, notice to the Debtors shall also be required in connection with any disclosure of Confidential Information in the course of a routine regulatory audit, inspection or examination.

4. DEBTOR CONTACT

The Debtors will determine, in their sole discretion, what information, properties and personnel they wish to make available to the Receiving Party.

5. EMPLOYEES AND INDEPENDENT CONTRACTORS

For a period of two years after the date of this Agreement, neither the Receiving Party nor its Representatives will (a) induce or attempt to induce any employee to leave the employ of the Debtors, or their affiliates, or induce or attempt to induce any independent contractor to terminate its retention by the Debtors or any of their affiliates, (b) hire, retain or attempt to hire or retain any employee or independent contractor of the Debtors or their affiliates, or (c) in any way interfere with the relationship between the Debtors or their affiliates, on the one hand, and any of their employees or independent contractors, on the other hand. Notwithstanding the foregoing, this Section will not prohibit the Receiving Party from making general employment or independent contracting solicitations not specifically directed at the employees and independent contractors of the Debtors or their affiliates, or hiring or retaining them as a result of such solicitations.

6. RETURN OF CONFIDENTIAL INFORMATION

Upon request by the Debtors, the Receiving Party will within five business days of such request (i) deliver to the Debtors all documents and other materials constituting Confidential Information, other than Notes, in the possession or under the control of the Receiving Party or the Receiving Party's Representatives, and (ii) destroy all Notes, without retaining a copy of any such material. Alternatively, at the Receiving Party's option, the Receiving Party will destroy all documents and other materials constituting Confidential Information in the possession or under the control of the Receiving Party or the Receiving Party's Representatives, including all copies that are stored in an electronic or other medium and are retrievable in perceivable form. An appropriate officer of the Receiving Party must certify any such destruction to the Debtors in writing, and a list of the destroyed documents and materials must accompany the certification. Notwithstanding the foregoing, the Receiving Party and its Representatives may retain such copies of Confidential Information as are required to satisfy the requirements of any law or in compliance with their respective policies relating to auditing, regulatory issues, or internal records retention, provided that any such retained Confidential Information shall remain subject to the terms of this Agreement. Such obligation by the Receiving Party and its Representatives to maintain the confidentiality of any such retained Confidential Information pursuant to this Section 6 shall survive the expiration or earlier termination of this Agreement.

7. ATTORNEY WORK PRODUCT AND ATTORNEY-CLIENT PRIVILEGE

The Receiving Party acknowledges that the Debtors may be entitled to the protections of the attorney work-product doctrine, attorney-client privilege or similar protections or privileges with respect to certain of the Confidential Information. The Debtors are not waiving, and will not be deemed to have waived or diminished, any of their attorney work-product protections, attorney-client privileges or similar protections or privileges as a result of the disclosure of such Confidential Information to the Receiving Party in connection with this Agreement. The parties (a) share a common legal and commercial interest in such Confidential Information, (b) are or may become joint defendants in proceedings to which such Confidential Information relates, and (c) intend that such protections and privileges remain intact should either party become subject to any

actual or threatened proceeding to which such Confidential Information relates. In furtherance of the foregoing, the Receiving Party will not claim or contend, in proceedings involving either party, that the Debtors waived the protections of the attorney work-product doctrine, attorney-client privilege or similar protections or privileges as a result of the disclosure of Confidential Information to the Receiving Party in connection with this Agreement.

8. REMEDIES

The Receiving Party acknowledges that the Debtors would be damaged irreparably if any of the provisions of this Agreement are not performed in accordance with the specific terms, that the Debtors would encounter extreme difficulty in attempting to prove the actual amount of damages suffered by them as a result of the Receiving Party's breach and that any breach of this Agreement by the Receiving Party would not be adequately compensated by monetary damages alone. Accordingly, the Receiving Party agrees that, in addition to any other right or remedy to which the Debtors may be entitled at law or in equity (including, without limitation, consequential and punitive damages, as to which the rights of the Debtors are expressly reserved), the Debtors will be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent any breach or threatened breach of this Agreement, without posting any bond or other security and without the necessity of proving the amount of any actual damage to the Debtors resulting therefrom. In addition, the Receiving Party will indemnify, defend and hold the Debtors harmless from any damages, loss, cost or liability (including reasonable legal fees and the cost of enforcing this indemnity) arising out of or resulting from the Receiving Party's or its Representatives' breach of this Agreement. The rights and remedies of the parties to this Agreement are cumulative and not alternative.

9. NO OBLIGATION TO NEGOTIATE DEFINITIVE AGREEMENT

The Debtors reserve the right, in their sole discretion, to reject any and all proposals made by the Receiving Party or the Receiving Party's Representatives to terminate discussions and negotiations with the Receiving Party and the Receiving Party's Representatives at any time. No contract providing for a Transaction will be deemed to exist unless and until a definitive agreement, if any, with respect to a Transaction (a "Definitive Agreement") has been executed and delivered, and the parties waive any claims (including breach of contract claims, but excluding all claims directly or indirectly based on this Agreement) in connection with a Transaction unless and until they enter into a Definitive Agreement. Neither party nor their respective Representatives or will have any legal obligation of any kind with respect to a Transaction by virtue of this Agreement, except to the extent explicitly set forth herein.

10. NOTICE

All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or by a nationally recognized overnight courier service (cost prepaid), or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following

addresses and marked to the attention of the individual (by name or title) designated below (or to such other address or individual as a party may designate by notice to the other parties):

If to the Debtors, to:

Bradley D. Sharp
Chief Restructuring Officer
LeFever Mattson, a California Corporation
333 South Grand Avenue, Suite 4100
Los Angeles, CA 90071
bsharp@dsiconsulting.com

with a copy to:

Keller Benvenuti Kim LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
Attention: David A. Taylor, Esq.
Email: dtaylor@kbbkllp.com

If to the Receiving Party, to:

11. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented or otherwise modified except by a written agreement executed by the party to be charged with the modification.

12. TERMINATION DATE

This Agreement shall terminate, and the Receiving Party and their Representatives' obligations of confidentiality and other obligations hereunder shall cease (subject to Section 6 above), two (2) years following the date the first written above.

13. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

14. ASSIGNMENT

The Debtors may assign all of their rights under this Agreement, including the right to enforce all of its terms, to a successor-in-interest or transferee or assignee of their business or operations. The Receiving Party may not assign this Agreement, or any interest therein, to any third party.

15. WAIVER

Neither any failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power or privilege.

16. GOVERNING LAW; JURISDICTION

(a) This Agreement will be governed by and construed under the laws of California without regard to conflicts of law principles that would require application of any other law.

(b) Any action or proceeding arising out of or relating to this Agreement must be brought in the Bankruptcy Court and each of the parties irrevocably submits to the exclusive jurisdiction of such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum. If the Bankruptcy Court declines or is unable to assert jurisdiction over such action or proceeding, it shall be brought before the United States District Court for the Northern District of California. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

17. SIGNATURES; BINDING AGREEMENT

(a) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. To facilitate execution of this Agreement, the parties may execute and exchange counterparts of this Agreement via attachment to electronic mail (*.pdf or similar file types). The parties further agree that counterparts of this Agreement may be signed electronically via Adobe Sign, DocuSign protocol or other electronic platform. All such signatures may be used in the place of original "wet ink" signatures to this Agreement and shall have the same legal effect as the physical delivery of an original signature.

(b) Delivery of Confidential Information to the Receiving Party shall constitute the Debtors' agreement to the terms and conditions contained herein.

The Receiving Party has executed and delivered this Agreement as of the date indicated in the first sentence.

[RECEIVING PARTY]

By: _____

Print Name:

Title:

BROKER JOINDER TO NON-DISCLOSURE AGREEMENT

The undersigned broker (“**Receiving Party's Broker**”) acknowledges and agrees that it is acting as a Representative of Receiving Party in connection with the Transaction and shall keep all discussions relating to the Transaction, and all Confidential Information that Receiving Party's Broker or its representatives receive in connection therewith, confidential in accordance with the terms and conditions of this Agreement.

By: _____

Name: _____

Title: _____

EXHIBIT A
DISCLAIMER REGARDING INFORMATION

All information provided by or on behalf of the Debtors in connection with the Confidentiality Agreement to which this Exhibit A is attached (collectively, the “**Information**”) has been prepared or provided solely as a courtesy so that the Receiving Party will have general information and other material facts relating to a Transaction.

The Information provided was obtained from various sources and prepared by various consultants and third parties engaged by the Debtors. Although certain materials were prepared based on the available books and records relating to such Transaction, the Debtors have not made and will not make any representations or warranties of any kind or nature with respect to any of the Information, and the Debtors expressly disclaim any and all liability based, in whole or in part, on any representations or warranties, express or implied, relating to or contained in any of the Information provided.

The Information does not purport to contain all of the information that may be required to evaluate the factors that are relevant to the Receiving Party in its evaluation of any particular Transaction. The Receiving Party will be allowed, if and when authorized by the Debtors, to conduct a comprehensive due diligence review of the business and historical operating results of the real property that is subject to such Transaction. The Receiving Party will be required to rely only upon its own due diligence review in making any decision regarding such Transaction and not on any statement or information provided by or on behalf of the Debtors, or their respective affiliates, constituents, officers, members, partners, employees, agents or contractors (each, a “**Debtor Party**” and, collectively, “**Debtor Parties**”).

The Information may include certain projections and forward-looking statements. Such projections and forward-looking statements reflect various assumptions concerning the future performance of the businesses and the real property that are subject to such Transaction, which assumptions may prove to be incorrect. Actual results may vary from the anticipated results, and such variations may be material. No representations or warranties of any kind or nature are made by any of the Debtor Parties, including, but not limited to, with respect to the accuracy or reasonableness of such assumptions or the projections or forward-looking statements based thereon.

By proceeding to execute the Agreement to which this Exhibit A is attached, the Receiving Party, for itself and for its successors and assigns, hereby acknowledges, agrees to and confirms all of the foregoing, and agrees that the Debtor Parties are under no duty to make any current or future representations, warranties, affirmative disclosures or inquiry regarding any matter which may or may not be known to any Debtor Parties, and hereby expressly waives and releases each Debtor Party from any such duty that otherwise might exist.

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