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Attorneys for Debtor and Debtor in Possession

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SANTA ROSA DIVISION

In re
 LEFEVER MATTSON, a California
 corporation, et al.
 Debtors.¹

Case No. 24-10545 CN (Lead Case)
 (Jointly Administered)
 Chapter 11

In re
 KS MATTSON PARTNERS, LP,
 Debtor.

**DEBTOR'S APPLICATION FOR AN ORDER
 AUTHORIZING THE RETENTION AND
 EMPLOYMENT OF KIDDER MATTHEWS
 AS REAL ESTATE BROKER, EFFECTIVE
 AS OF THE RELIEF DATE**

[No Hearing Requested]

¹ The last four digits of LeFever Mattson's tax identification number are 7537. The last four digits of the tax identification number for KS Mattson Partners, LP ("KSMP") are 5060. KSMP's address for service is c/o Stapleton Group, 514 Via de la Valle, Solana Beach, CA 92075. The address for service on LeFever Mattson and all other Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 9562. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>.



1 KS Mattson Partners, LP (the “Debtor”), debtor and debtor-in-possession in the above-
2 captioned chapter 11 case, hereby submits this application (the “Application”) pursuant to sections
3 327(a), 328 and 330 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2014
4 and 2016 of the Federal Rules of Bankruptcy Procedure, (the “Bankruptcy Rules”) for entry of an
5 order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), authorizing the
6 Debtor to retain and employ Kidder Mathews (“Kidder”) as real estate broker for the Debtor,
7 effective as of the Relief Date (as defined below). In support of this Application, the Debtor relies
8 on the Declaration of Peter Beauchamp (the “Beauchamp Declaration”), filed contemporaneously
9 herewith and incorporated by reference herein.

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **I. JURISDICTION AND VENUE**

12 This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, the
13 *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D.
14 Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the Northern District of California (the
15 “Bankruptcy Local Rules”). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper
16 before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief requested herein
17 are Bankruptcy Code section 327, 328 and 330, and Bankruptcy Rules 2014.

18 **II. BACKGROUND**

19 **A. General Background**

20 The Debtor’s chapter 11 case arises out of an alleged multiyear and multimillion fraud
21 perpetrated by Kenneth Mattson. This alleged fraud has resulted in multiple litigations against the
22 Debtor, Kenneth Mattson and LeFever Mattson, a California corporation (the real estate corporation
23 jointly owned by Mr. Mattson and Tim LeFever). It has also resulted in the United States
24 Department of Justice bringing criminal charges against Mr. Mattson.

25 On November 22, 2024, the Debtor became subject to an involuntary petition for relief
26 under chapter 11 of the Bankruptcy Code. On June 9, 2024 (the “Relief Date”), the Court entered
27 the *Stipulated Order for Relief in an Involuntary Case* (Docket No. 131) and appointed Robbin L.
28 Itkin as the Responsible Individual in this case, with effect from June 16, 2025 (the “Itkin Approval”).

1 Order") (Docket No. 172). Among other things, the Itkin Approval Order provides that:

2 Ms. Itkin (a) shall solely be responsible for the duties and obligations of the Debtor
3 as a debtor in possession; (b) shall be vested with the sole and exclusive right and
4 full authority to manage, conduct, and operate the Debtor's business,
5 including, without limitation, opening, closing, and otherwise controlling the
6 Debtor's bank accounts; and (c) shall not be removed as Responsible Individual
7 without further order of this Court. Notwithstanding anything to the contrary
8 contained herein or in the *Limited Partnership Agreement of K S Mattson Partners,*
9 *LP* (as amended from time to time), all decisions respecting any matter affecting or
10 arising out of the conduct of the business of the Debtor shall be made by the
11 Responsible Individual.

12 Itkin Approval Order ¶ 4. It further provides that "Ms. Itkin shall have the right to retain, on behalf
13 of and at the cost of the Debtor, and, in the case of professional persons, subject to Court approval
14 after filing of appropriate retention applications, professionals and such other individuals as she
15 deems necessary or advisable to assist her in the performance of her duties as Responsible
16 Individual." *Id.*

17 The Debtor continues to operate its business and manage its properties as debtor in
18 possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner,
19 or official committee of unsecured creditors has been appointed in this chapter 11 case.

20 **B. KS Mattson Partners, LP**

21 The Debtor was formed as a California limited partnership on August 16, 1999, to manage
22 and develop assets held by Kenneth Mattson and his family. The Debtor's partnership agreement
23 provides that its partnership interests are held by each of Kenneth Mattson (49%), Mr. Mattson's
24 wife, Stacy Mattson, (49%), and K S Mattson Company, LLC ("KSMC") (2%). Because the Debtor
25 failed to maintain adequate books and records before the Relief Date, the Responsible Individual
26 is currently undertaking efforts to determine what assets the Debtor owns. Currently, the
27 Responsible Individual believes that the Debtor may hold interests in approximately 34 properties,
28 some of which the Debtor owns outright and some of which the Debtor holds as tenant in common
with other investors.²

² The exact number is unknown and subject to further diligence.

1 **C. Related Debtor Cases**

2 On September 12, 2024, LeFever Mattson and fifty-seven affiliates and subsidiaries
3 (collectively, the “LeFever Mattson Debtors”)—parties related to the Debtor—filed voluntary
4 petitions for relief under chapter 11 of the Bankruptcy Code, commencing their jointly administered
5 bankruptcy cases.³

6 **III. RELIEF REQUESTED**

7 By this Application, the Debtor respectfully requests that the Court enter an order
8 authorizing the Debtor to employ and retain Kidder as its real estate broker to market and sell the
9 properties (the “Properties”) listed on Schedule A to the Debtor’s listing agreement with Kidder,
10 which is attached as Exhibit 1 to the Proposed Order (the “Listing Agreement”).

11 **IV. BASIS FOR RELIEF REQUESTED**

12 The Debtor seeks approval of the Application pursuant to sections 327(a) and 328(a) of the
13 Bankruptcy Code. Section 327(a) authorizes a debtor in possession to employ professionals that
14 “do not hold or represent an interest adverse to the estate, and that are disinterested persons.” 11
15 U.S.C. § 327(a).

16 The employment of Kidder is a sound exercise of the Debtor’s business judgment. Kidder
17 is an experienced and well-respected real estate brokerage firm working throughout the United
18 States, including in Northern California, where the Properties are located. As discussed below and
19 in the Beauchamp Declaration, Kidder (i) does not hold or represent an interest adverse to the
20 Debtor’s estate and (ii) is a “disinterested person” as required by Bankruptcy Code section 327(a).
21 The employment of Kidder is necessary, and its services are appropriate, in this chapter 11 case.

22 In addition, the Debtor seeks approval of the Listing Agreement, including the commission
23 structure set forth therein, pursuant to section 328(a) of the Bankruptcy Code. Section 328(a)
24 provides, in relevant part, that the Debtor, “with the court’s approval, may employ or authorize the
25 employment of a professional person under section 327 . . . on any reasonable terms and conditions

26 _____
27 ³ One other entity, Windscape Apartments, LLC, filed a voluntary petition for chapter 11 (Case No. 24-10417) on
28 August 6, 2024, and two other entities, Pinewood Condominiums, LP (Case No. 24-10598) and Ponderosa Pines, LP
(Case No. 24-10599), filed voluntary chapter 11 petitions on October 2, 2024. These entities are the LeFever Mattson
Debtors.

1 of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or
2 on a contingent fee basis.” 11 U.S.C. § 328(a).

3 The Debtor believes that Kidder’s commission structure is fair and reasonable for the type
4 of services being provided, and that it compares favorably with the fee structures generally offered
5 by brokerage firms similar to Kidder for comparable engagements. Given the numerous properties
6 Kidder will be listing during this chapter 11 case, the Debtor believes that the Kidder fee
7 arrangement is fair and reasonable.

8 Finally, to the best of the Debtor’s knowledge, information, and belief, Kidder does not
9 have any interest materially adverse to the Debtor’s estate or any class of creditors or equity security
10 holders, by reason of any direct or indirect relationship to, connection with, or interest in, the
11 Debtor, or for any other reason. Further, the Debtor understands that Kidder believes that it is
12 disinterested because, to the best of Kidder’s knowledge, information, and belief, Kidder has no
13 connection with the Debtor, its creditors, or any other party-in-interest, except as disclosed in the
14 Beauchamp Declaration.

15 **A. Qualifications**

16 Kidder is a leading real estate brokerage firm with significant local expertise in the Northern
17 California markets where the Debtor’s Properties are located. Kidder has a large and qualified
18 brokerage team that uses proprietary marketing technology and cutting-edge market research for
19 commercial and residential real estate.

20 The Debtor is familiar with the professional standing and reputation of Kidder. Kidder has
21 a wealth of experience in providing real estate brokerage services, including in restructurings and
22 reorganizations, and enjoys an excellent reputation. Kidder’s experience and knowledge will be
23 essential to the Debtor in its efforts to maximize recovery to the creditors. The Debtor believes that
24 Kidder is well qualified and able to represent the Debtor in a cost-effective, efficient, and timely
25 manner.

26 Accordingly, the Debtor wishes to retain Kidder to provide brokerage services in this
27 chapter 11 case.
28

1 **B. Scope of Services**

2 Kidder will serve as a real estate broker to list for sale and market the Properties owned by
3 the Debtor, as detailed in Schedule A to the Listing Agreement. Kidder proposes to sell 5 Properties
4 for the Debtor, approximately 15% of the Debtor's total real estate portfolio. In this capacity,
5 Kidder will provide the usual services of a commercial and residential real estate broker, including
6 market and price analysis, listing and marketing properties for sale, negotiation of sales contracts,
7 and closing of transactions. The Debtor's operations and asset manager, Stapleton Group, a part of
8 J.S. Held, LLC ("Stapleton JSH") has researched the qualifications of various real estate brokers,
9 including interviews with each broker team, to evaluate their areas of expertise, including
10 geographic knowledge and property types. Through this research process, Stapleton JSH developed
11 a cohesive sales strategy utilizing multiple brokers with specific expertise depending on the type of
12 property to be sold and the location of the property. Based on Stapleton JSH's research and advice,
13 the Debtor has determined in its business judgement that Kidder is well qualified to represent the
14 Debtor in the marketing and sale of the Properties.

15 **C. No Duplication of Services**

16 The services that Kidder will provide will be appropriately directed by the Debtor, so as to
17 avoid duplication of efforts among the other professionals retained in this chapter 11 case. Kidder
18 will work collaboratively with the Debtor and its professionals, including Stapleton JSH and the
19 Debtor's counsel, Hogan Lovells US LLP ("Hogan Lovells"), to avoid duplication of services.

20 Stapleton JSH is providing the Debtor advice on maximizing the value of its entire real
21 estate portfolio, while Kidder will market and sell the individual Properties listed on Schedule 1 to
22 the Listing Agreement. Hogan Lovells will assist the Debtor with the preparation of the documents
23 necessary to complete those sales. Kidder will be primarily responsible for developing valuations
24 and pricing strategies for individual properties, preparing marketing materials, listing properties,
25 conducting showings, negotiating offers, and coordinating closings. Hogan Lovells will assist the
26 Debtor with the preparation of the documents necessary to complete those sales. The Debtor
27 believes that the services to be provided by Kidder will complement and will not be duplicative of
28 any services of the Debtor's other professionals.

1 **D. Professional Compensation**

2 The Debtor requests that Kidder be allowed compensation for its real estate brokerage
3 services on a commission basis. Pursuant to section 328(a) of the Bankruptcy Code, the Debtor
4 may retain Kidder on any reasonable terms and conditions; therefore, the Debtor requests that
5 Kidder's compensation be paid in accordance with the Listing Agreement and not be subject to
6 review or evaluation under section 330 of the Bankruptcy Code. Kidder's commission will be
7 calculated according to the structure in the following chart (the "Commission Schedule"):

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	Buyer's Agent Fee	Kidder Agent Fee up to and including \$8 million	Kidder Agent Fee above \$8 million	Maximum Commission up to and including \$8 million	Maximum Commission above \$8 million
Commercial	1.5%	2.5%	2.0%	4.0%	3.5%
Land	2.0%			4.5%	4.0%
Residential	2.0%			4.5%	4.0%
Mixed-Use Commercial	1.5%			4.0%	3.5%

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15 The percentages paid are a percentage of the total sale price (not a marginal percentage) of
16 the Property at the close of escrow. The amount of commission paid to Kidder is dependent on the
17 sale price and whether the Property buyer has an agent. If the buyer does not have an agent, Kidder
18 will receive the Maximum Commission. If the buyer does have an agent, Kidder will receive only
19 the Kidder Agent Fee. Kidder has assigned agents (the "Assigned Agent") to each Property.

20 At this time, the Debtor is only seeking to sell Properties it owns outright—not those that it
21 owns as a tenant in common—as it hopes to work with its tenants in common on formulating an
22 agreed-upon sales strategy with respect to those properties. After such consultation, the Debtor may
23 determine it is appropriate for Kidder to serve as broker for certain of those properties as well.⁴ The
24 Debtor respectfully requests that the Court authorize the Debtor, in its sole discretion, to add

25 ⁴ The Debtor understands Mr. Mattson sold tenancies in common with respect to a number of
26 properties in which the estate holds an interest. Some of these tenancies in common appear on title.
27 Others may not, and because the Debtor has access to limited books and records, the Debtor has no
28 ability to unilaterally determine the identify of these individuals. The Debtor encourages any party
who believes they hold a tenancy in common with the Debtor—but who are not identified on title
to the property at issue—to contact the undersigned counsel so that their asserted interest may be
noted and investigated.

1 additional properties to the Listing Agreement by filing with the court a notice of amendment
2 identifying any deviations from the existing terms of the Listing Agreement. No further application
3 to or order of the Court would be required unless the amendment provides for a commission rate
4 higher than that approved by this Motion, in which case the Debtor would file a separate
5 application. This flexibility will enable the Debtor to efficiently market and sell assets as part of its
6 ongoing efforts to maximize value for the estate and its creditors, while minimizing administrative
7 delays and expense.

8 Because Kidder is a large brokerage firm, it is possible that a different Kidder agent than
9 the Assigned Agent may represent the buyer in a particular transaction. In that case, the Assigned
10 Agent (and, if applicable, the buyer's agent) will split the maximum commission amount.
11 However, the Assigned Agent may not represent both the Debtor and the buyer without prior
12 written consent from the Debtor.

13 The Debtor intends to file motions to sell properties on a property-by-property basis. For
14 residential properties, each such motion will disclose the listing broker's proposed commission.
15 Additionally, all brokerage commissions shall be paid through the escrow company at the close of
16 the sale as is the industry practice in non-bankruptcy transactions.

17 Kidder shall not seek compensation or reimbursement for, and shall not be entitled to, costs
18 and expenses incurred in connection with the rendering of its services in this chapter 11 case.

19 Consistent with its ordinary practice and the practice of real estate brokerage firms in other
20 chapter 11 cases whose fee arrangements are not hours-based, Kidder does not maintain
21 contemporaneous time records or conform to a schedule of hourly rates for its professionals. Given
22 the foregoing, the Debtor requests that, notwithstanding anything to the contrary in the Bankruptcy
23 Code, the Bankruptcy Rules, the Bankruptcy Local Rules, or any other local guidelines, Kidder not
24 be required to keep time records with respect to services rendered pursuant to the Listing
25 Agreement.

26 comparable to those generally charged by real estate brokers of similar stature to Kidder for
27 comparable engagements, both in and out of Chapter 11.

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2 a. **Disinterestedness**

3 Kidder has informed the Debtor that, to the best of Kidder's knowledge, information, and
4 belief, other than as set forth in the Beauchamp Declaration: (a) Kidder has no connection, as such
5 term is used in section 101(14)(C) of the Bankruptcy Code, as modified by section 1107(b) and
6 Bankruptcy Rule 2014(a), to any party in interest in this chapter 11 case, including the Debtor, its
7 creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee, or any other party
8 with an actual or potential interest in this chapter 11 case or their respective attorneys or
9 accountants; (b) Kidder is not a creditor, equity security holder, or insider of the Debtor; (c) none
10 of Kidder's professionals is, or was within two years of the Petition Date, a director, officer, or
11 employee of the Debtor; and (d) Kidder neither holds nor represents an interest adverse to the
12 Debtor, its estate, or any class of creditors or equity security holders by reason of any direct or
13 indirect relationship to, connection with, or interest in the Debtor, or for any other reason. Kidder
14 has not provided and will not provide any professional services to any creditor or party-in-interest,
15 or their respective attorneys and accountants, with regard to any matter related to this chapter 11
16 case. If any new material facts or relationships are discovered or arise, Kidder will inform the
17 Court as required by Bankruptcy Rule 2014(a).

18 **E. NOTICE**

19 Notice of this Application will be provided to (i) the United States Trustee; (ii) the Top 30
20 Creditors and (iii) those persons who have formally appeared in this chapter 11 case and requested
21 service pursuant to Bankruptcy Rule 2002. The Debtor respectfully submits that no further notice
22 is required. No previous request for the relief sought herein has been made to this or any other
23 Court.

24 **WHEREFORE**, the Debtor respectfully requests entry of an order, substantially in the form
25 attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief
26 as the Court may deem just and appropriate.
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1 DATED: AUGUST 19, 2025

/s/ Richard L. Wynne

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Possession*

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Exhibit A
Proposed Order

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Attorneys for Debtor and Debtor in Possession

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re
LEFEVER MATTSON, a California
corporation, et al.
Debtors.⁵

Case No. 24-10545 CN (Lead Case)
(Jointly Administered)
Chapter 11

In re
KS MATTSON PARTNERS, LP,
Debtor.

**[PROPOSED] ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF
KIDDER MATTHEWS AS REAL ESTATE
BROKER, EFFECTIVE AS OF THE RELIEF
DATE**

⁵ The last four digits of LeFever Mattson's tax identification number are 7537. The last four digits of the tax identification number for KS Mattson Partners, LP ("KSMP") are 5060. KSMP's address for service is c/o Stapleton Group, 514 Via de la Valle, Solana Beach, CA 92075. The address for service on LeFever Mattson and all other Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 9562. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>.

1 Upon the application dated as of August [•], 2025 (the “Application”)¹ of the above-captioned
2 debtor and debtor in possession (the “Debtor”) in this chapter 11 case for entry of an order, pursuant
3 to sections 327(a) and 328(a) of Title 11 of the United States Code (the “Bankruptcy Code”) and Rules
4 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to employ
5 Kidder as real estate broker in this chapter 11 case; and this Court having jurisdiction to consider the
6 Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the Order Referring
7 Bankruptcy Cases and Proceedings to Bankruptcy Judges, General Order 24 (N.D. Cal.), and Rule
8 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District
9 of California and consideration of the Application and the requested relief being a core proceeding
10 pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§
11 1408 and 1409; and the Court having found and determined that notice of the Application as provided
12 to the parties listed therein is reasonable and sufficient under the circumstances, and it appearing that
13 no other or further notice need be provided; and this Court having reviewed the Application, and the
14 Beauchamp Declaration, and this Court having determined that the legal and factual bases set forth in
15 the Application establish just cause for the relief granted herein; and it appearing that Kidder neither
16 holds nor represents any interest adverse to the Debtor’s estate; and it appearing that Kidder is
17 “disinterested,” as that term is defined in Bankruptcy Code section 101(14); and it appearing that the
18 relief requested in the Application is in the best interests of the Debtor, its estate, its creditors, its equity
19 holders, and all parties in interest; and upon all of the proceedings had before this Court and after due
20 deliberation and sufficient cause appearing therefor,

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24 **IT IS HEREBY ORDERED THAT:**

- 25 1. The Application is granted as set forth herein.
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¹ Capitalized terms not otherwise herein defined shall have the meanings given to such terms in the Application.

2. In accordance with section 327(a) of the Bankruptcy Code, the Debtor is authorized to employ and retain Kidder as real estate broker on the terms set forth in the Listing Agreement attached hereto as **Exhibit 1**.

3. The terms of Kidder's compensation are approved pursuant to section 328 of the Bankruptcy Code, and Kidder shall be compensated in accordance with the terms of the Listing Agreement and any applicable orders entered by the Court.

4. Kidder shall be paid at the close of escrow of each individual property sold in accordance with the following Commission Schedule:

	Buyer's Agent Fee	Kidder Agent Fee up to and including \$8 million	Kidder Agent Fee above \$8 million	Maximum Commission up to and including \$8 million	Maximum Commission above \$8 million
Commercial	1.5%	2.5%	2.0%	4.0%	3.5%
Land	2.0%			4.5%	4.0%
Residential	2.0%			4.5%	4.0%
Mixed-Use Commercial	1.5%			4.0%	3.5%

5. The Debtor is authorized to add additional properties to the Listing Agreement without the need for further application to or order of the Court. If Kidder acts as a broker for any properties in which the Debtor is a tenant in common with other co-owners, such co-owners shall be responsible for their proportional share of the Maximum Commission upon sale of a property, which amount shall be paid from any proceeds they would otherwise receive from the sale transaction.

6. Kidder shall not seek compensation or reimbursement for, and shall not be entitled to, costs and expenses incurred in connection with the rendering of its services in this chapter 11 case.

1 7. Kidder shall use its reasonable efforts to avoid any duplication of services provided
2 by any of the Debtor's other retained professionals.

3 8. If there is any inconsistency between the terms of the Application, the Beauchamp
4 Declaration, and this Order, this Order shall govern.

5 9. This Court shall retain jurisdiction with respect to all matters arising or related to
6 the interpretation or implementation of this Order or the Listing Agreement.
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8 ** END OF ORDER **
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Exhibit 1
(Listing Agreement)

SALE LISTING AGREEMENT

This Agreement ("**Agreement**") is made by and between Kidder Matthews ("**Listing Broker**") and KS Mattson Partners, LP ("**Seller**"). Seller is a debtor and debtor in possession in proceedings under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Northern District of California (the "**Bankruptcy Court**"), which is being jointly administered as *In re LeFever Mattson, a California corporation and In re KS Mattson Partners, LP*, Case No. 24-10545 (CN) (the "**Bankruptcy Case**").

1. **Broker as Exclusive Selling Agent.** Seller hereby grants to Broker the exclusive right to sell the property described in **Exhibit A** attached hereto (the "**Property**"), together with all improvements now or hereafter made on or to the Property. Seller agrees to promptly disclose to Broker any personal property to be included in the sale. Seller authorizes Broker to insert or correct the legal description over Seller's signature. The term (the "**Term**") of this Agreement shall commence on the date of execution of this agreement (the "**Effective Date**") and continuing through midnight on January 31, 2026, or such earlier date on which this Agreement is terminated pursuant to the terms hereof (the "**Termination Date**"). Broker shall use its best efforts to sell the Property during the Term. Broker is authorized to employ, in its sole and absolute discretion, one or more cooperating brokers or subagents (or both) to assist Broker in performing Broker's services under this Agreement.
2. **Term of Sale.** The Broker will set list prices as agreed with the Seller and will pursue the highest and best offering prices, which shall be payable by the Purchaser (as defined below), in cash. Any offer to purchase the Property may contain normal and customary contingencies such as the Purchaser's approval of a preliminary title report, survey, feasibility studies and existing leases.
3. **Seller Approval.** The sale of the Property shall be subject to Seller's approval.
4. **Negotiations and Cooperation.** All inquiries and offers which Seller receives shall be referred to Broker and all negotiations shall be conducted solely by Broker or under its direction. Seller shall cooperate fully with Broker and shall provide Broker access to the Property at all reasonable times. Broker shall promptly inform Seller of all inquiries from or on behalf of prospective Purchasers and shall respond on Seller's behalf by email, letter, telephone call or, when possible, personal contact. Broker will immediately submit to Seller and/all written or verbal offers to purchase the Property received by Broker and will promptly notify Seller of any pending offers to purchase the Property of which Broker may be aware. Notwithstanding the foregoing, Seller may negotiate directly with any potential Purchaser without Broker's assistance or participation, but any such direct negotiation shall not reduce Broker's right to a commission hereunder.
5. **Advertising.** Unless expressly agreed otherwise in writing, commencing on the Effective Date, Broker is authorized to advertise the Property, subject to Seller's approval. Industry standard single-page advertising flyers prepared by the Broker shall be paid for by the Broker. Broker shall have the right to place signs advertising the Property for sale on the Properties at Broker's expense. Any non-industry standard marketing material must be approved by Seller and paid for by the Broker.

a. **Included Sale Items** - _____.

b. Excluded Sale Items - _____.

- 6. Cooperation with Other Broker.** Seller understands and agrees that Broker may solicit the cooperation of other real estate broker and, regardless of whether the cooperating broker is the broker of the Purchaser, the Seller, neither or both, Broker may share any commissions that are received by Broker under the terms of the Agreement. Seller shall have no obligation to pay any sums with regard to the Sale of the Properties to any broker other than Broker in accordance with the terms and provisions of this Agreement. Broker shall be responsible for any commissions due to any other brokers pursuant to separate agreements with such brokers, and shall indemnify and hold Seller harmless against any allegations or claims by any other broker with respect to an associated commission.
- 7. Extension.** If, during the Term of this Agreement, an escrow is opened or negotiations involving the sale, transfer or conveyance of the Property have commenced and are continuing, then, except as set forth in Section 18 below, solely as it relates to the applicable Property, the Term of this Agreement shall be extended through the closing of such escrow, the termination of such negotiations, or the consummation of such transaction.
- 8. Sale Subject to Overbid Procedures.** The Broker understands and agrees that the sale of the Property may be subject to overbid requirement which provide for the sale of the Property to a "Qualified Bidder," as defined therein, and would require bids to be submitted within the allotted date after receipt of all bids that matches or exceeds the highest bid submitted to that date by a Qualified Bidder. This provision shall not impact Broker's right to receive a commission, as set forth in Sections 9 and 10, below.
- 9. Commissions.** Seller agrees to pay a commission to the Broker equal to the percentage of the purchase price specified in Exhibit B, determined for each property using the actual sale price specified herein. Seller shall pay commission to Broker if a purchaser (together with its permitted successors and assigns, a "**Purchaser**"), enters into a purchase and sale contract for the Properties, as agreed to by Seller in its sole discretion (a "**Contract**") with Owner and the sale of the Properties is closed and consummated in accordance with such Contract prior to the Termination Date. The commission contemplated in this Section 9 will be payable only from the sales proceeds received by Seller. Notwithstanding anything to the contrary contained herein, no commission will be earned, due or payable hereunder: (a) in connection with a sale to Broker or any affiliate of Broker; (b) if a Contract is terminated pursuant to a right granted therein or by the mutual agreement of Seller and Purchaser; or (c) the proposed sale fails to close for any reason, including the default of either Seller or Purchaser under the applicable Contract or the failure of the Court to approve the sale of the Property.
- 10. Payment of Commissions.** Any commission due pursuant to Section 9 shall be payable only upon the closing of a sale of the Property as set forth in Section 9. Broker is authorized to provide a copy of this Agreement to any escrow or closing agent working on such transaction, and such escrow or closing agent is hereby irrevocably instructed by Seller to pay Broker's commissions from any such funds or proceeds available.
- 11. If a Seller fails to pay any amount due to Broker under this Agreement within 10 days after written notice of such failure from Broker to Seller, then Broker shall have the right, in addition to all of other rights and remedies at law or in equity, to charge interest on any amount not paid when due from the due date through the date of payment at a rate of interest equal to the lesser of 18% per annum or the highest interest rate permitted by applicable law.**

12. Broker' Authority. The Broker may not enter into any agreement with any prospective purchaser, real estate broker or any other person in the name of, on behalf of or otherwise binding on Seller, nor may the Broker subject Seller to any other obligations or liabilities, and the Broker shall not represent that it has any authority to do so. The Broker shall make no representations or warranties, express or implied, as to the condition of the Properties or about improvements on the Property, or their suitability or fitness for the purposes intended by any Purchaser. The Broker acknowledges and agrees that Seller is selling the Property "as is, where is, with all faults" and Broker shall so advise each and every prospective purchaser. Broker must also advise such prospective Purchasers to conduct their own independent evaluation of the Property. Broker may not accept earnest money from any prospective Purchaser. If earnest money paid or pledged by a prospective Purchaser is forfeited by that Purchaser, Broker may not claim any portion of such forfeited earnest money. Broker acknowledges and agrees that no agreement or terms negotiated by Broker with any prospective Purchaser will bind Seller unless and until incorporated into a written Contract executed and delivered by the Purchaser and Seller and approved by the Bankruptcy Court. This Agreement supersedes and controls terms for any commission or fee provided in any Contract.

13. Brokerage Services Only. It is expressly acknowledged that this Agreement is for Broker's real estate brokerage services only, and the Broker' other service lines, including without limitation, assets services, project management, and appraisal, are not a part of the scope of this Agreement.

14. Compliance with Laws; Indemnification. In performing its obligations under this Agreement, Broker will comply with all applicable laws and subscribe to the highest ethical and business standards of the real estate practice. Broker shall indemnify and hold harmless the Seller, and its affiliates and their respective officers, directors, employees, agents, and representatives (collectively, the "**Seller Indemnified Parties**") from and against all demands, liabilities, damages, costs, expenses and causes of action arising as a result of the acts and omissions of Broker, or as a result of the acts or omissions of Broker' agents, servants, or employees in acting as Seller's agent.

15. No Discrimination. The Parties acknowledge that it is illegal for either Seller or Broker to refuse to display, sell or lease the Properties to any person because of race, color, religion, national origin, sex, marital status or physical disability. The parties agree that the Properties will be offered in compliance with all applicable anti-discrimination laws.

16. Seller's Warranty. Seller warrants that Seller has full authority to execute this Agreement, and to sell the Property, subject to the necessary approvals. The person(s) executing this Agreement on behalf of Seller warrant(s) that such person(s) have full authority to do so and in so doing to bind Seller. Notwithstanding the foregoing, Seller does not warrant title to the Property.

Seller confirms that following the full execution of this Agreement, the amount of the purchase price and any other terms of the sale of the Properties set forth in this Agreement shall not be deemed confidential information and Seller authorizes disclosure of the same.

17. Broker' Representations, Covenant and Warranties. The Broker hereby make the following representations, warranties and covenants to Seller, all of which shall survive the execution and delivery of this Agreement.

- i. Broker is duly organized, are validly existing, is in good standing under the laws of the state of its formation or incorporation, and in each state in which it is currently doing business and have complied with all applicable laws in order to conduct business in such states related to the services under this Agreement. Broker covenants to use its best efforts to comply with all applicable laws in order to conduct business in the state or states where the Property is located. Broker has all power and authority required to execute, deliver and perform this Agreement. Broker has sufficient staff and other resources to carry out Broker's duties hereunder in a prompt, efficient, and diligent manner;
- ii. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of Broker;
- iii. This Agreement constitutes a legal, valid, and binding agreement of Broker, enforceable against the Broker in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar laws from time to time in effect; and
- iv. Broker have obtained and will maintain in good standing during the Term all licenses and permits necessary to legally and validly execute, deliver and perform this Agreement.

18. Termination. Seller and Broker agree that any legal event or other unforeseen occurrence that requires (a) Seller to surrender its authority, or (b) the sale process, in Seller's reasonable discretion, to be stopped, shall immediately terminate this agreement in its entirety, including, without limitation, Section 9 of this Agreement.

19. Term: Protection Period.

(a) Unless sooner terminated as provided in this Agreement, this Agreement shall terminate at the end of the Term

(b) This Agreement shall terminate automatically upon the Termination Date. Seller shall also have the right upon 10 days' prior written notice to terminate this Agreement as to one or more or all of the Properties. Upon termination of this Agreement as provided in this Section, Broker shall promptly deliver to Sellers all marketing materials and keys pertaining to the Premises in Broker's possession.

(c) If Broker breaches this Agreement, Owner shall notify Broker in writing of such breach in reasonable detail. If Broker fails to cure such breach within 30 days of its receipt of such notice, then Sellers may, in addition to any other remedies that Sellers may have, terminate this Agreement (except as otherwise specifically provided) by written notice to Broker.

(d) If this Agreement is terminated, Broker shall provide Seller with a list of prospective purchasers who have presented a written offer for the purchase of the Property during the Term. If any Seller and any party (or affiliate of parties) specified on such list execute a written Contract within 90 days after the Agreement termination then Broker shall be deemed to be the procuring cause and paid a fee in conjunction with such Contract according to the fees and timing set forth in Section 9. Broker shall have no right to a fee if any such Contract is executed after such 90-day period. Notwithstanding anything in this Agreement to the contrary, Section 9 shall survive any termination of this Agreement.

20. Negotiation and Construction. This Agreement and each of the terms and provisions hereof have been negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

21. Entire Agreement. This Agreement sets forth the entirety of the agreement between the parties regarding sale of the Property.

22. Counterparts. This Agreement may be executed in a number of counterparts and evidenced by facsimile, PDF format or similarly-imaged signatures, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Agreement.

23. Seller Rights Preserved. Nothing in this Agreement shall modify or otherwise impact the rights, obligations, protections, or remedies that Seller is entitled to under the Bankruptcy Code and the Chapter 11 Case.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Seller:

KS Matttson Partners, LP

By



By

Name:

Robbin L. Itkin

Name:

Title:

Responsible Individual

Title:

c/o Hogan Lovells US LLP, 1999
Avenue of the Stars, Suite 1400,
Los Angeles, CA 90067 (Attn:

Address:

Erin N. Brady)

Address:

Date:

Telephone: (310) 738-9561

Date:

Telephone:

Listing Broker:

Kidder Matthews

of California, Inc

By



Name:

Eric Paulsen (Lic 01001040)

Title:

President

of Brokerage

Address:

5 Park Plaza #1700

Irvine, CA 92614

Date:

8/12/25

Telephone:

949-557-5010 | 949-557-5079

Exhibit A

Listing Agreement
KSMP – Kidder Matthews

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**EXHIBIT A
Property List**

<u>Address</u>	<u>City</u>	<u>County</u>	<u>APN</u>
18275 Sonoma Highway	Boyes Hot Springs	Sonoma	056-415-017
18285 Hwy 12	El Verano	Sonoma	056-415-020
Arroyo Rd	Boyes Hot Springs	Sonoma	056-415-016
320 Arroyo Rd	Boyes Hot Springs	Sonoma	056-415-018
22 Boyes Blvd	Boyes Hot Springs	Sonoma	056-402-001

Exhibit A

Listing Agreement
KSMP – Kidder Matthews

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EXHIBIT B
Broker's Commission Matrix

Gross Commission to be paid by Seller

	Commission to Seller's Agent	Commission to Buyer's Agent
Sale price is less than or equal to \$8 million	2.50%	1.50% (Commercial) 2.00% (Land) 2.00% (Residential) 1.50% (Mixed Use Comm)
Sale price exceeds \$8 million	2.00%	1.50% (all types)

Exhibit B

Listing Agreement
KSMP – Kidder Matthews

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