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*Attorneys for the Debtors and
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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

LEFEVER MATTSON, a California
corporation, *et al.*,¹

Debtors.

In re

KS MATTSON PARTNERS, LP,

Debtor.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**DECLARATION OF VENKATA BHANU
P. GOLLAPUDI IN SUPPORT OF
ADEQUATE ASSURANCE OF FUTURE
PERFORMANCE BY NB2CA, LLC, A
CALIFORNIA LIMITED LIABILITY
COMPANY, WITH RESPECT TO THE
ASSUMPTION AND ASSIGNMENT OF
EXECUTORY LEASES AND/OR
UNEXPIRED CONTRACTS IN
CONNECTION WITH THE SALE OF 453
FLEMING AVENUE EAST, VALLEJO,
CA 94591**

[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/IM>

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1 I, Venkata Bhanu P. Gollapudi, declare as follows, pursuant to 28 U.S.C. § 1746:

2 1. I submit this declaration (the “Declaration”) in support of NB2CA, LLC, a
3 California limited liability company (the “Buyer”) with respect to the assumption and assignment
4 of executory leases and/or unexpired contracts (the “Agreements”) in connection with the sale of
5 the real property located at 453 Fleming Avenue East, Vallejo, California 94591, commonly
6 known as the “Sharis Apartments” (the “Subject Property”), from the above-captioned debtors and
7 debtors-in-possession (collectively, the “Debtors”)² pursuant to the Purchase and Sale Agreement
8 dated November 12, 2025 (the “Purchase Agreement”) attached as Exhibit A to Exhibit 1 to the
9 *Notice of Sale of 453 Fleming Avenue East, Vallejo, CA 94591*, filed concurrently herewith.

10 2. I am knowledgeable and familiar with the Buyer’s business and financial affairs. I
11 am authorized to submit this Declaration on behalf of the Buyer. Except as otherwise indicated
12 herein, the facts set forth in this Declaration are based upon my personal knowledge, my review
13 of relevant documents, information provided to me by the Buyer or its advisors, or my opinion
14 based upon experience, knowledge, and information concerning the Buyer’s finances. If called
15 upon to testify, I would testify to the facts set forth in this Declaration.

16 3. I am the Manager of the Buyer.

17 4. I have lived in the Bay Area, primarily in Santa Clara and Pleasanton, for more than
18 20 years. I currently serve as a Senior Director in a leading technology company, where I have
19 led large-scale engineering and product development initiatives for over two decades. In recent
20 years, I have expanded my professional focus to include investments in residential and commercial
21 real estate. I have partnered with an experienced operator who has been active in the residential
22 and commercial real estate business for more than eight years. Together, we apply disciplined,
23 data-driven management and long-term value-creation strategies to our real estate portfolio.

24 5. The Buyer has the necessary funds available to close on the purchase of the Subject
25 Property. In addition, the Buyer has allocated sufficient funds to address immediate capital repairs
26 and improvements following closing. My primary objective is to stabilize the asset and enhance
27

28 ² Unless otherwise indicated, “Debtors” as used herein excludes KSMP.

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1 the Subject Property's physical condition and operating performance. After the Subject Property
2 is stabilized, I may evaluate refinancing opportunities to improve loan terms and further strengthen
3 the financial position of the investment.

4 6. I have reviewed the Agreements and the financial information for the Subject
5 Property provided by the Debtors, and the Buyer is willing and capable of fulfilling the financial
6 requirements stated therein.

7 7. Accordingly, the Buyer has demonstrated the willingness and ability to perform its
8 obligations under the Purchase Agreement and the assigned Agreements.

9 I declare under penalty of perjury under the laws of the United States of America that the
10 foregoing is true and correct.

11
12 Dated:

Signed by:
/s/ Venkata Bhanu P Gollapudi
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Venkata Bhanu P. Gollapudi
Manager of NB2CA, LLC, a California
limited liability company

11/24/2025 | 18:04:18 PST