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12 *Attorneys for the Debtors and*
 13 *Debtors in Possession*

14 UNITED STATES BANKRUPTCY COURT
 15 NORTHERN DISTRICT OF CALIFORNIA
 16 SANTA ROSA DIVISION

17 In re
 18 LEFEVER MATTSON, a California
 19 corporation, et al.¹,
 20 Debtor in Possession.

Case No. 24-10545

(Jointly Administered)

Chapter 11

**STIPULATION FOR USE OF CASH
 COLLATERAL (McABEE IRA)**

21 This Stipulation for Use of Cash Collateral (“Stipulation”) is made by and between Lefever
 22 Mattson (the “Debtor”), and the PENSCO Trust Company FBO Leland McAbee IRA dated as of
 23 June 5, 2002 (“Lender”), by and through their counsel of record in the above-entitled Chapter 11
 24 cases in reference to and consideration of the following:

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26 ¹ The last four digits of LeFever Mattson’s tax identification number are 7537. Due to the
 27 large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last
 28 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>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B,
 Citrus Heights, CA 95621.



1 **RECITALS**

2 A. On September 12, 2024 (the “Petition Date”), the Debtor filed a voluntary petition
3 under Chapter 11 of the United States Bankruptcy Code initiating the above-entitled Chapter 11
4 Case (the “Case”).

5 B. On September 13, 2024, the Debtor and certain affiliates together filed the Motion of
6 Debtors for Interim and Final Orders Authorizing Debtors to Use Cash Collateral [Docket No. 17]
7 (“Cash Collateral Motion”), which was heard on September 18, 2024, and was granted on an
8 interim basis pursuant to the Order Authorizing Debtors to Use Cash Collateral on an Interim Basis
9 [Docket No. 124], filed on September 26, 2024 (“Cash Collateral Order”), Lender was a
10 Nonaccepting Lender (as that term is defined in the Cash Collateral Order).

11 C. On September 12, 2024, the Debtor and certain affiliates together filed the Motion of
12 Debtors for Entry of Order (1) Directing the Joint Administration of the Debtors' Chapter 11 Cases
13 and (2) Granting Certain Related Relief [Docket No. 6] (“Joint Administration Motion”), which was
14 heard on September 18, 2024 and was granted pursuant to an Order (1) Directing the Joint
15 Administration of the Debtors' Chapter 11 Cases and (2) Granting Certain Related Relief filed on
16 September 20, 2024 which ordered that all pleadings in the Case and all original docket entries shall
17 be made in the case entitled In re LeFever Mattson, United States Bankruptcy Court for the
18 Northern District of California, Case No. 24-10545 (CN).

19 D. On October 9, 2024, the Office of the United States Trustee appointed the Official
20 Committee of Unsecured Creditors (the “Committee”). *See* Docket No. 135.

21 **The Loan Documents**

22 E. The Marcia Albers executed that certain Promissory Note dated August 6, 2012, in
23 the original principal amount of \$460,000 (as thereafter amended, the “Note”), in favor of the
24 Debtor. The Note was thereafter assigned to the Lender.

25 F. In order to secure repayment of the Indebtedness on the Note, the Debtor, as trustor,
26 executed and delivered that certain Deed of Trust and Assignment of Rents dated August 6, 2012
27 (“Deed of Trust”), with respect to the property that includes the real property commonly known as
28 830 Illinois Street, Fairfield, California (the “Property”).

1 G. The Note, the Deed of Trust, and all other documents and instruments executed
2 therewith by the Debtor in favor of Original Lender are herein collectively referred to as the “Loan
3 Documents.” All capitalized terms not otherwise defined in this Stipulation shall have the meanings
4 ascribed to them in the Loan Documents.

5 H. The Debtor and the Lender desire to enable the continued operation of the Property
6 through the use of Cash Collateral (as that term is hereinafter defined) in accordance with the terms,
7 provisions and conditions of this Stipulation.

8 NOW, THEREFORE, the parties hereby stipulate and agree as follows:

9 **AGREEMENT**

10 1. Recitals. The Recitals are incorporated herein by this reference. The parties agree
11 that the matters set forth in the Recitals are true and correct to the best of their knowledge; however,
12 the Recitals do not constitute evidentiary admissions or findings of fact.

13 2. Cash Collateral Defined. The term “Cash Collateral” as that term is used in this
14 Stipulation shall include the definition of that term as defined in 11 U.S.C. § 363(a).

15 3. Payment of Operating Expenses and Lender Loan Payments.

16 (a) For the period from the December 1, 2024 through and including March 31,
17 2025 (the “First Interim Period”), the Debtor shall be entitled to use Cash Collateral, without further
18 order of the Court or written permission of the Lender, to pay the reasonable, ordinary and
19 necessary expenses of operating and maintaining the Property as they become due solely for the
20 items and in the amounts set forth in the budget attached hereto as Exhibit 1 and incorporated herein
21 by this reference (hereinafter referred to as the “First Budget”).

22 (b) The Debtor’s use of Cash Collateral is expressly limited to the categories in
23 the First Budget approved under this Stipulation and any Successor Budget (as that term is
24 hereinafter defined) approved under this Stipulation for subsequent periods. The Debtor is
25 authorized to deviate from the categories contained in the First Budget and any Successor Budget
26 approved under this Stipulation, but not more than 10% from the total amount budgeted in the
27 monthly period set forth in the First Budget or any Successor Budget, provided, however, that any
28 unused portion from one month may be carried over into the following month. All payments of

1 Cash Collateral authorized to be paid by the Debtor pursuant to the terms of this Stipulation shall be
2 paid by the Debtor from the Account.

3 (c) Upon approval of this Stipulation:

4 i. The Debtor will pay to Lender \$6,400;

5 ii. Thereafter, on a monthly basis, the Debtor will pay \$1,600, with
6 payment to be delivered no later than the tenth day of January and each month thereafter; and

7 iii. The Debtor shall use Cash Collateral to (a) pay all items payable
8 under the First Budget or Successor Budget, as the case may be, (b) fund a reserve for extraordinary
9 costs in an amount not to exceed \$4,000, and (c) pay over to Lender all Cash Collateral held after
10 the foregoing payments (including the payment in Section 3(c)(i)), which payment shall be made no
11 later than the tenth day of the succeeding month.

12 4. Reporting.

13 (a) The Debtor will provide Lender and the Committee with a monthly Property
14 report, no later than the 20th of each month for the prior month (or the first business day thereafter),
15 reflecting collections, disbursements, and funds placed in reserve pursuant to Section 3 hereof.

16 (b) On or before January 20, 2025, the Debtor will present its proposal for
17 marketing and selling the Property and the estimated timeline, in writing, to the Lender and the
18 Committee.

19 5. Extension of Use of Cash Collateral by Stipulation.

20 (a) On or before March 20, 2025, the Debtor shall deliver to the Lender and the
21 Committee a proposed budget for the use of Cash Collateral for the following four (4) calendar
22 months (a “Proposed Successor Budget”) and on or before July 20, 2025, and continuing on the 20th
23 day of each and every fourth month after (or the first business day after the 20th day of such month
24 if the 20th day is not a business day), the Debtor shall deliver a Proposed Successor Budget for the
25 use of Cash Collateral for the following four (4) calendar months. The Proposed Successor Budgets
26 shall, among other things, set forth the proposed amounts of Cash Collateral to be paid by the
27 Debtor to the Lender for application to the amounts due under the Loan Documents. The Proposed
28 Successor Budgets shall also identify the nature and amount of all expenses which the Debtor seeks

1 authority to pay from Cash Collateral. The Lender shall have seven (7) calendar days from its
2 receipt of a Proposed Successor Budget to approve or object to such Proposed Successor Budget, in
3 its sole discretion, and shall advise the Debtor and the Committee, in writing, of its decision on or
4 before seven (7) calendar days have elapsed from the date of the Lender's receipt of a Proposed
5 Successor Budget. In the event the Lender fails to deliver to the Debtor and the Committee, within
6 such seven (7) calendar day period, written objections to a Proposed Successor Budget, such
7 Proposed Successor Budget shall be deemed to have been approved by the Lender and such
8 Proposed Successor Budget shall become effective on or after the first day of the following month
9 and shall be governed by the terms of this Stipulation (the "Successor Budget"). Alternatively, if
10 the Lender timely delivers a written objection to a Proposed Successor Budget, the Lender shall
11 specifically identify all reasons for which the objection is being made and, to the extent the Lender
12 is able to do so, in its sole discretion, propose such other amount(s) which would be acceptable to
13 the Lender for those specific expense category(ies) that the Lender finds objectionable. The Debtor
14 shall have the right, at any time, to make a motion seeking the further use of Cash Collateral on a
15 regular or expedited basis, with notice to all of the required parties, with copies of all pleadings to
16 be served on the date of their filing to the Lender by electronic mail at the addresses set forth in
17 Section 5(b). The Lender and the Committee reserve all rights they have under applicable law to
18 oppose any such motion made by the Debtor.

19 (b) The Proposed Successor Budgets required to be delivered to the Lender
20 pursuant to this section of this Stipulation shall be sent by electronic mail to Bennett G. Young, Esq.
21 at: byoung@jmbm.com. The Lender's response to any Proposed Successor Budget shall be sent by
22 electronic mail to Bradley Sharp at: bsharp@dsiconsulting.com; Thomas Rupp at:
23 trupp@kbkllp.com; and Jason Rosell at: jrosell@pszjlaw.com.

24 6. No Insider Payments. Except as authorized in this Stipulation, the First Budget, or
25 any Successor Budget(s), the Debtor shall not make any payments of Cash Collateral to any insider
26 of the Debtor as that term is defined in 11 U.S.C. § 101(31) except upon the Lender's prior written
27 consent or the entry of an order of the Bankruptcy Court upon motion after notice and a hearing to
28 the extent required by law. Notwithstanding the foregoing, the Lender hereby consents to payment

1 of ordinary property management fees to the Property Manager (as defined in the Cash Collateral
2 Motion) to the extent permitted under the First Budget or any Successor Budget(s).

3 7. Replacement Lien. Without limitation on the effect of the Lender's Loan Documents
4 and the absolute assignment of Rents contained therein, and as adequate protection for the use of
5 Cash Collateral in addition to the monthly payments and restrictions on the Debtor's use of Cash
6 Collateral provided for herein, the Lender shall be and hereby is granted a replacement lien to
7 secure the diminution in the value of Cash Collateral, if any, caused by the Debtor's use thereof,
8 and security interest in, all post-Petition Date Rents (subject to the uses permitted by this
9 Stipulation), income, issues, proceeds and profits produced by and/or derived from the Property,
10 which replacement lien and security interest shall have the same priority, extent and validity as the
11 Lender's security interest or other interest in the Cash Collateral used by the Debtor. The
12 replacement lien and security interest granted herein are valid, enforceable and fully perfected, and
13 no filing or recordation or any other act in accordance with any applicable local, state or federal law
14 is necessary to create or perfect such lien and security interest. The Lender may, in its sole
15 discretion, file financing statements, notices of liens or similar instruments. If the Lender chooses,
16 in its sole discretion, to file such financing statements, notices of liens or similar instruments, all
17 such documents shall be deemed to have been filed or recorded on the Petition Date whether or not
18 so filed or recorded on such date, and the automatic stay of 11 U.S.C. § 362 of Bankruptcy Code
19 shall be deemed vacated and modified to permit the filing of any of the foregoing.

20 8. Termination of Use of Cash Collateral Upon Occurrence of Event of Default.

21 (a) If a Stipulation Event of Default (as hereinafter defined) occurs under this
22 Stipulation, the Lender shall give written notice of any such default to the Debtor, the Debtor's
23 counsel, and the Committee's counsel via electronic mail at the addresses set forth in Section 5(b)
24 (the "Default Notice"). The Debtor's rights to use Cash Collateral shall cease after three (3)
25 business days have elapsed from the date of said Default Notice, if such alleged default has not
26 otherwise been cured by the Debtor, and the Lender shall thereafter have the right to seek relief
27 from stay to take any action or exercise any right or remedy that the Lender possesses under the

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1 Loan Documents, this Stipulation, or by applicable law all which rights are expressly preserved and
2 retained, as are any rights, remedies and defenses of the Debtor.

3 (b) Notwithstanding any other provision contained herein, Debtor's authorization
4 to use Cash Collateral pursuant to this Stipulation shall terminate immediately and automatically,
5 without any obligation of the Lender to provide notice to the Debtor, upon the occurrence of any of
6 the following: (i) entry of an Order by the Bankruptcy Court converting or dismissing the Debtor's
7 Case; (ii) entry of an Order by the Bankruptcy Court appointing a Chapter 11 trustee or Chapter 7
8 trustee in the Debtor's Case; (iii) the reversal, vacatur, stay, amendment, supplementation or other
9 modification of this Stipulation, without the Lender's written consent in its sole discretion; or
10 (iv) entry of an Order granting the Lender relief from the automatic stay effect in the Case (any of
11 the foregoing, a "Termination Event"). Upon the occurrence of a Termination Event, the Lender
12 shall have the right to seek relief from stay to take any action or exercise any right or remedy that
13 the Lender possess under the Loan Documents, this Stipulation, or by applicable law all which
14 rights are expressly preserved and retained, as are any rights, remedies and defenses of the Debtor.

15 9. Events of Default by Debtor. The occurrence of any one or more of the following
16 events shall constitute a "Stipulation Event of Default" under this Stipulation: (i) if, within three (3)
17 business days after receiving a detailed written notice from the Lender, the Debtor fails to perform
18 or cure, as the case may be, any of its obligations in accordance with the terms hereof or otherwise
19 defaults hereunder or breaches any provision hereof, including (A) the use and expense of
20 disbursement of Cash Collateral except as expressly permitted hereunder; (B) the failure to provide
21 any report, document, or information to the Lender as required hereby; and (C) the failure to make
22 any payment to the Lender as required hereby; (ii) any representation or warranty made by the
23 Debtor after the Petition Date in any certificate, report, expense statement, other financial statement,
24 or other document delivered to the Lender proves to have been false or misleading in any material
25 respect as of the time when made or given; (iii) any person or entity obtains an Order permitting the
26 use of Cash Collateral without the Lender's written consent in its sole discretion; or (iv) the
27 replacement lien granted to the Lender pursuant to Section 7 above ceases to be a valid and
28 perfected first priority lien on the Lender's Collateral.

1 10. Assignability. This Stipulation shall be binding upon and inure to the benefit of the
2 parties hereto and their respective successors and assigns.

3 11. Binding on Trustee. The terms and conditions of this Stipulation shall binding upon
4 any trustee appointed herein or in any case to which this Case may be converted.

5 12. Other Remedies Available to the Parties. The purpose of this Stipulation is to
6 establish procedures for the monitoring and expenditure of the Cash Collateral. This Stipulation is
7 made with an express reservation of rights by the parties to pursue any and all rights and remedies
8 that such parties may have under the Bankruptcy Code and the Loan Documents, or otherwise in
9 accordance with applicable law. Nothing contained in this Stipulation and the order thereon shall
10 be deemed or construed to be an admission that the Lender is adequately protected. Moreover,
11 except as otherwise expressly set forth in this Stipulation, nothing contained in this Stipulation and
12 the order thereon shall be deemed or construed to limit in any way, any of the Debtor's legal rights
13 or remedies in this bankruptcy proceeding or otherwise in accordance with applicable law.

14 13. Additional Expenditures of Cash Collateral.

15 (a) In the event the Debtor wishes to make an expenditure of Cash Collateral not
16 expressly provided for in the First Budget or any Successor Budget, the Debtor shall notify the
17 Lender, the Lender's counsel, and the Committee's counsel immediately in writing of the amount
18 and nature of the proposed expenditure at the electronic mail addresses set forth in Section 5(b)
19 above and provide to the Lender and the Committee such supporting documentation as may be
20 reasonably necessary for the Lender to evaluate the necessity and propriety of the proposed expense
21 (the "Additional Authorization Notice"). The Lender shall have five (5) calendar days from its
22 receipt of the Additional Authorization Notice to approve or object to the proposed expenditure, in
23 its sole discretion, and shall advise the Debtor in writing at the electronic mail addresses set forth in
24 Section 5(b) above of its decision on or before the five (5) calendar days have elapsed from the date
25 of the Lender's receipt of the Additional Authorization Notice. In the event the Lender fails to
26 deliver to the Debtor, within such five (5) calendar day period, a written objection to the Additional
27 Authorization Notice, the proposed expenditure(s) identified in the Additional Authorization Notice
28 shall be deemed to have been approved by the Lender, and the Debtor shall be permitted to expend

1 Cash Collateral subject to the terms of this Stipulation as authorized by the Lender in writing.
2 Alternatively, if the Lender timely delivers a written objection to the Additional Authorization
3 Notice, the Lender shall specifically identify all reasons for which the objection is being made and,
4 to the extent the Lender is able to do so, in its sole discretion, propose such other amounts or
5 conditions which would render the proposed expenditure acceptable to the Lender. The Debtor
6 shall not use Cash Collateral to pay for any proposed expenditures to which the Lender has
7 objected, but the Debtor shall be permitted to use Cash Collateral to pay that portion of any
8 proposed expenditures to which the Lender has not objected. Nothing contained in this
9 Section 13(a) shall be construed to limit the Debtor's ability to file a motion with the Bankruptcy
10 Court on notice and hearing (on a regular or expedited basis) to request that the Bankruptcy Court
11 permit the Debtor to make an additional expenditure of Cash Collateral. The Lender reserves all
12 rights it has under applicable law to oppose any such motion made by the Debtor.

13 (b) To the extent the Debtor requires emergency approval of expenditures of
14 Cash Collateral for critical operating expenses and repairs which are not expressly provided for in
15 the First Budget or any Successor Budget, the Debtor shall notify the Lender, the Lender's counsel,
16 and the Committee's counsel immediately in writing, at the electronic mail addresses set forth in
17 Section 5(b) above, regarding the amount and nature of such emergency expenditures, providing
18 any supporting documentation that can reasonably be provided under the circumstances, and clearly
19 identifying that the approval of such expenditures is being sought on an emergency basis (the
20 "Emergency Authorization Notice"). The Lender shall have one (1) business day following its
21 receipt of the Emergency Authorization Notice to approve or object to the proposed expenditure, in
22 its sole discretion, and shall advise the Debtor in writing at the electronic mail addresses set forth in
23 Section 5(b) above of its decision on or before the one (1) business day period has elapsed from the
24 time of the Lender's receipt of the Emergency Additional Authorization Notice. In the event the
25 Lender fails to deliver to the Debtor, within such one (1) business day period, written objections to
26 the proposed emergency expenditures, such emergency expenditures shall be deemed to have been
27 approved by the Lender. Alternatively, if the Lender timely delivers a written objection to the
28 proposed emergency expenditure, the Lender shall specifically identify all reasons for which the

1 objection is being made and, to the extent the Lender is able to do so, in its sole discretion, propose
2 such other amounts and/or conditions which would render the proposed emergency expenditure
3 acceptable to the Lender. Nothing contained in this Section 13(b) shall be construed to limit the
4 Debtor's ability to file a motion with the Bankruptcy Court on an expedited basis to request that the
5 Bankruptcy Court permit the Debtor to use Cash Collateral for any emergency expenditure. The
6 Lender reserves all rights it has under applicable law to oppose any such motion made by the
7 Debtor.

8 14. Reservation of Rights. The Committee reserves the right to object to any Successor
9 Budget and file a motion prohibiting the use of cash as set forth in such Successor Budget.
10 Notwithstanding anything to the contrary contained herein, (a) the Recitals are incorporated herein
11 for definitional purposes and are not otherwise binding on the Debtors or their estates, the
12 Committee, or any other party in interest and (b) this Stipulation is without prejudice to any party
13 with standing (including a part to this stipulation) to challenge the validity, priority, and extent of
14 the Lender's claims and liens on any basis.

15 15. Neutral Construction. Each of the parties hereto has been involved in the
16 negotiation, review, and execution of this Stipulation, and each has had the opportunity to receive
17 independent legal advice from attorneys of its choice with respect to the advisability of making and
18 executing this Stipulation. In the event of any dispute or controversy regarding this Stipulation, the
19 parties hereto shall be considered to be the joint authors of this Stipulation, and no provision of this
20 Stipulation shall be interpreted against a party hereto because of authorship.

21 16. Headings. The parties acknowledge to one another that the headings set forth herein
22 are for convenience only and shall not be used to limit, define, or interpret their rights and
23 responsibilities hereunder.

24 17. Integration. Except as expressly provided in this Stipulation, this Stipulation is the
25 final written expression and complete and exclusive statement of all of the agreements, conditions,
26 promises and covenants between the parties with respect to the subject matter hereof and supersedes
27 all prior or contemporaneous agreements, negotiations, representations, understandings and
28 discussions between the parties and/or their respective counsel with respect to the subject matter

1 covered hereby. Any amendment or modification to this Stipulation, in order to be legally binding,
2 must be in writing specifically referring to the Stipulation and signed by duly authorized
3 representatives of both parties hereto.

4 18. Execution. Any party executing this Stipulation in a representative capacity is duly
5 authorized and empowered to do so. This Stipulation may be executed in original or facsimile
6 signatures and in counterpart copies, and this Stipulation shall be deemed fully executed and
7 effective when all parties have executed and possess a counterpart, even if no single counterpart
8 contains all signatures.

9 19. Survival.

10 (a) Notwithstanding any termination of the Debtor's authority to use Cash
11 Collateral pursuant to the terms of this Stipulation, all liens and security interests granted to the
12 Lender pursuant to this Stipulation and the Loan Documents shall survive such termination and
13 remain in full force and effect notwithstanding such termination.

14 (b) The provisions of this Stipulation and the actions taken pursuant hereto shall
15 survive entry of any Order (i) appointing a Chapter 11 trustee in the Case, (ii) converting the Case
16 to Chapter 7 or (iii) dismissing the Case and the terms and provisions of this Stipulation and all
17 claims, liens and security interest granted to the Lender pursuant to the Stipulation and the Loan
18 Documents shall continue in full force and effect notwithstanding entry of any such Order and the
19 replacement lien set forth in Section 7 above shall maintain the priority as provided for by this
20 Stipulation and the Loan Documents until all obligations owed to the Lender are indefeasibly paid
21 in full.

22 (c) Notwithstanding any stay, modification, reversal or vacation of any order
23 approving this Stipulation, any indebtedness, obligation or liability incurred by Debtor pursuant to
24 this Stipulation arising prior to the later of the effective date of such stay, modification, reversal or
25 vacation or the Lender's receipt of notice thereof, shall be governed in all respects by the original
26 provisions of this Stipulation, and the Lender shall be entitled to all of the rights, remedies,
27 privileges and benefits, including any payments authorized herein and all security interests, liens
28 and priorities granted herein, with respect to such indebtedness, obligations or liabilities incurred or

1 existing prior to such date, and with respect to the Debtor's use of Cash Collateral prior to such
2 date. Without limiting the generality of the foregoing, in the event the Bankruptcy Court or any
3 other court hereafter modifies any of the provisions of this Stipulation, such modification shall not
4 affect the rights, remedies, liens and priorities of the Lender granted or acknowledged pursuant to
5 this Stipulation with respect to the obligations and the pre-Petition Date indebtedness and any Cash
6 Collateral which is used prior to any such modification.

7 20. No Granting of Senior Liens. Except as otherwise agreed to by the Lender in writing
8 in its sole discretion, or authorized by an Order of the Bankruptcy Court pursuant to this Stipulation,
9 Debtor shall be prohibited from granting any mortgages, security interest or liens and encumbrances
10 including liens created under 11 U.S.C. § 364(d) which are senior to or on a parity with the Lender
11 pre-Petition Date liens and security interest.

12 21. Time is of the Essence. Time is of the essence of any act or performance required to
13 be performed by the Debtor pursuant to the terms of this Stipulation.

14 22. No Third Party Beneficiaries. No rights are intended to be created hereunder for the
15 benefit of any third party or creditor or any direct or indirect incidental beneficiary except as
16 specifically provided for in this Stipulation.

17 23. Court Approval. This Stipulation shall be submitted forthwith to the Bankruptcy
18 Court for approval, and, in that regard, the Debtor may give such notice and opportunity to be heard
19 as is required under the Federal Rules of Bankruptcy Procedure and other applicable law.

20 DATED: December 19, 2024

JEFFER MANGELS BUTLER & MITCHELL LLP

21
22 By: /s/ Bennett G. Young

BENNETT G. YOUNG, ESQ.

23 Attorneys for the PENSCO Trust Company FBO
24 Leland McAbee IRA dated as of June 5, 2002

25 DATED: December 19, 2024

KELLER BENVENUTTI KIM LLP

26 By: /s/ Tobias S. Keller

27 TOBIAS S. KELLER, ESQ.

28 Attorneys for the Debtors and Debtors-in-
Possession

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No Objection:

PACHULSKI STANG ZIEHL & JONES LLP

By: /s/ Jason Rosell

JASON ROSELL, ESQ.
Proposed Attorneys for the Official
Committee of Unsecured Creditors

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EXHIBIT 1

Budget

830 Illinois Street #1-4
13 Week Cash Flow Forecast

	Week Ended													Total
	1 13-Dec	2 20-Dec	3 27-Dec	4 3-Jan	5 10-Jan	6 17-Jan	7 24-Jan	8 31-Jan	9 7-Feb	10 14-Feb	11 21-Feb	12 28-Feb	13 7-Mar	
Receipts														
Net Rent / Cam Collected	\$ -	\$ -	\$ -	\$ 3,638	\$ -	\$ -	\$ -	\$ -	\$ 3,638	\$ -	\$ -	\$ -	\$ 3,638	\$ 10,914
Other Income														-
Total Cash Receipts	-	-	-	3,638	-	-	-	-	3,638	-	-	-	3,638	10,914
Disbursements														
Administrative	-	-	-	160	-	-	-	-	160	-	-	-	160	480
Rent Expense														-
Operating Expense	221	221	221	221	221	221	221	221	221	221	221	221	221	2,867
Maintenance	154	154	154	154	154	154	154	154	154	154	154	154	154	2,002
Replacement	47	47	47	47	47	47	47	47	47	47	47	47	47	607
Taxes & Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CAM														-
Non-CAM														-
Total Operating Disbursements	421	421	421	581	421	421	421	421	581	421	421	421	581	5,955
Net Operating Cash Flow	(421)	(421)	(421)	3,057	(421)	(421)	(421)	(421)	3,057	(421)	(421)	(421)	3,057	4,959
Debt Payment				1,600					1,600				1,600	4,800
Net Cash Flow	\$ (421)	\$ (421)	\$ (421)	\$ 1,457	\$ (421)	\$ (421)	\$ (421)	\$ (421)	\$ 1,457	\$ (421)	\$ (421)	\$ (421)	\$ 1,457	\$ 159
Cumulative Net Cash	\$ (421)	\$ (842)	\$ (1,264)	\$ 193	\$ (228)	\$ (649)	\$ (1,070)	\$ (1,491)	\$ (34)	\$ (456)	\$ (877)	\$ (1,298)	\$ 159	
Contribution to Reserve	-	-	-	-	-	-	-	-	-	-	-	-	(159)	
Cuml. Net Cash less Cont. to Reserve	\$ (421)	\$ (842)	\$ (1,264)	\$ 193	\$ (228)	\$ (649)	\$ (1,070)	\$ (1,491)	\$ (34)	\$ (456)	\$ (877)	\$ (1,298)	\$ -	
Reserve (\$4,000 max)	-	-	-	-	-	-	-	-	-	-	-	-	159	
Additional Cash Flow Payment to Lender		-	-	-	-	-	-	-	-	-	-	-	-	