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The following constitutes the order of the Court.
Signed: March 5, 2025

Charles Novack
U.S. Bankruptcy Judge

*Attorneys for the Debtors and
Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

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

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**ORDER ESTABLISHING OMNIBUS
PROCEDURES FOR REAL
PROPERTY SALES**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. 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>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.



Upon consideration of the *Motion of Debtors to Establish Omnibus Procedures for Real Property Sales* [Dkt. No. 689] (the “Motion”),² filed by the above-captioned debtors and debtors in possession (the “Debtors”); the Court having reviewed the Motion and the Sharp Declaration; and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (the “Hearing”); and the Court having found that (i) the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “Bankruptcy Local Rules”); (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (iv) notice of the Motion and the Hearing was sufficient under the circumstances; and after due deliberation the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth below.
2. The Sale Procedures are approved, and the Debtors are authorized, but not directed, to take any and all actions reasonably necessary or appropriate to implement those procedures. The Sale Procedures shall be limited to those Properties listed on the schedule attached hereto as **Exhibit A**.³ The Debtors may file, in their business judgement, a motion to approve the sale of any individual Property which they deem necessary and appropriate.

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

³ The schedule of Properties attached to the Motion included those that are collateral (the “Socotra Properties”) for Socotra Capital, Inc.’s (“Socotra”) loans. Pursuant to an agreement between the Debtors and Socotra to resolve Socotra’s objections to the Motion by excluding the Socotra Properties from the Motion and this Order, and preliminarily address the Socotra Properties in an agreed upon cash collateral order, the Socotra Properties have been removed from the attached Exhibit A and this Order does not apply to any of the Socotra Properties.

3. These Sale Procedures do not apply to sales where the estimated net sale proceeds (purchase price minus Closing Costs) are less than the aggregate amount of claims secured by such property unless the Debtors first obtain in writing the permission of the applicable secured lender(s).

4. “Small Asset Sales” shall be defined as those sales with a sale price less than \$5 million.

5. “Large Asset Sales” shall be defined as those sales with a sale price equal to or greater than \$5 million.

6. The Small Asset Sale Procedures shall be as follows:

a. Contents of Sale Notice: Prior to any sale of a Property for which the Debtors, in consultation with the Committee, elect to seek approval through these Sale Procedures, the Debtors shall file with the Court a notice (the “Sale Notice”) that sets forth:

- i. The address and tax identification number of the Property proposed to be sold (the “Subject Property”);
- ii. The sale price;
- iii. The name(s) of the title holder of the Subject Property;
- iv. The name(s) of the holder of any and all liens or other interests in the Subject Property with the recording date and instrument number of such liens or interests, if any, listed immediately below the caption of the Sale Notice in compliance with Bankruptcy Local Rule 6004-1(a);
- v. The amount and nature of any known liens or other interests in the Subject Property, their proposed treatment, and the basis for any dispute thereof or any other ground asserted for selling free and clear thereof;
- vi. A brief summary of the marketing of the Subject Property that would support the Debtors’ representation that it was done in a fully commercially reasonable manner and the Debtors’ conclusion that the price and terms are reasonable and in the best interests of the Debtors’ bankruptcy estates according to their business judgment;
- vii. The name(s) proposed buyer(s) (the “Buyer”) and any known relationship to the Debtors;⁴

⁴ These Sale Procedures shall not apply if the proposed purchaser is an insider of the Debtors.

- viii. The provision(s) of section 363(f) that the Debtors submit authorize the sale free and clear of liens, a summary of the Debtors' evidence supporting such assertion, and each lien creditor(s)' name, recording date and instrument number for which the sale will be free and clear;
 - ix. The name of the Broker(s), the date of entry and docket number of the order approving the Broker's employment, any known connection to the Debtors, and their proposed compensation;
 - x. A schedule of any unexpired leases or executory contracts (collectively, the "Leases") associated with the Subject Property and their proposed treatment in the Sale including any cure amounts;
 - xi. A summary of the Buyer's evidence that it can provide adequate assurance of future performance and assumption of the Leases, if any;
 - xii. A summary of any other proposed closing payments, including but not limited to payment of the Broker's commission, FTI's advisory and transaction fee, transfer taxes, closing and escrow costs, recording costs and the Title Company's fees (collectively, the "Closing Costs");
 - xiii. The estimated net proceeds available to the estate upon conclusion of the Sale, after the satisfaction of any liens, and payment of the Closing Costs; and
 - xiv. The Objection Procedures (as described below).
- b. Filing and Service of Sale Notice: The Sale Notice shall be filed and served by email where available and by mail for those who have not consented to email service upon (i) the United State Trustee (the "U.S. Trustee"); (ii) counsel to the Committee; (iii) any and all holders of interests in the Subject Property, including interest holders in the applicable Debtor; (iv) counter-parties to the Leases; and (v) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties").
- c. Objection Procedures: Any objection to the proposed sale or the assumption of the Leases or request for hearing (the "Objection") must be served upon counsel for the Debtors and filed with the Court not more than twenty-one (21) calendar days after service of the Sale Notice unless the Sale Notice specifies a longer period or a shorter period is ordered by the Court (the "Objection Deadline").
- d. Overbids: There shall be no overbids. The commercially reasonable practice for properties of this price range is to contact all interested parties once an offer is received, notifying them of the offer and requesting overbids. Therefore, any agreed purchase price will already include any overbids.
- e. No Stalking Horse Procedures: There shall be no stalking horse procedures; however, the Debtors reserve the right to request such procedures should

they, in their sole discretion determine that a stalking horse procedure would benefit the estates.

- f. If No Objection: If the Objection Deadline passes without the filing of an Objection or any such response is withdrawn, the Debtors shall file a declaration attesting that no Objection was filed or served on the Debtors (the “Certificate of No Objection”) and the Debtors shall submit a proposed order substantially in the form attached to the Sale Notice as Exhibit 1 (the “Small Asset Sale Order”). The Debtors may proceed with closing the Sale of the Subject Property upon entry of the Small Asset Sale Order.
- g. Sale Hearing: If an Objection is filed prior to the Objection Deadline and not withdrawn, the Debtors will set a hearing (the “Sale Hearing”) giving no less than seven (7) days’ notice to (i) the Buyer; (ii) any party that filed an Objection; (iii) and the Notice Parties.

7. The Large Asset Sale Procedures shall be as follows:

- a. Contents of Sale Notice: Prior to any sale of a Property for which the Debtors elect to seek approval through these Sale Procedures, the Debtors shall file with the Court a notice (the “Sale Notice”) that sets forth:
- i. The address of the Property proposed to be sold (the “Subject Property”);
 - ii. The sale price;
 - iii. The name(s) of the title holder of the Subject Property;
 - iv. The name(s) of the holder of any liens or other interests in the Subject Property, if any, listed immediately below the caption of the Sale Notice in compliance with Bankruptcy Local Rule 6004-1(a);
 - v. The amount and nature of any known liens or other interests in the Subject Property, their proposed treatment, and the basis for any dispute thereof or any other ground asserted for selling free and clear thereof;
 - vi. A brief summary of the marketing of the Subject Property that would support the Debtors’ representation that it was done in a commercially reasonable manner and the Debtors’ conclusion that the price and terms are reasonable and in the best interests of the Debtors’ bankruptcy estates according to their business judgment;
 - vii. The name(s) of the proposed buyer(s) (the “Buyer”) and any known relationship to the Debtors;⁵

⁵ These Sale Procedures shall not apply if the proposed purchaser is an insider of the Debtors.

- viii. The provision(s) of section 363(f) that the Debtors submit authorize the sale free and clear of liens and a summary of the Debtors' evidence supporting such assertion;
 - ix. The name of the Broker(s), the date of entry and docket number of the order approving the Broker's employment, any known connection to the Debtors, and their proposed compensation;
 - x. A schedule of any unexpired leases or executory contracts (collectively, the "Leases") associated with the Subject Property and their proposed treatment in the Sale including any cure amounts;
 - xi. A summary of the Buyer's evidence that it can provide adequate assurance of future performance of the Leases, if any;
 - xii. A summary of any other proposed closing payments, including but not limited to payment of the Closing Costs;
 - xiii. The estimated net proceeds available to the estate upon conclusion of the Sale, after the satisfaction of any liens, and payment of the Closing Costs; and
 - xiv. The Objection Procedures (as described below).
 - xv. The procedures for an auction (the "Auction") should qualified overbids be received prior to the Objection Deadline.
- b. Filing and Service of Sale Notice: The Sale Notice shall be filed and served by email where available and by mail for those who have not consented to email service upon (i) the United State Trustee (the "U.S. Trustee"); (ii) counsel to the Committee; (iii) any holders of interests in the Subject Property; (iv) counter-parties to the Leases; and (v) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties").
- c. Objection Procedures: Any objection to the proposed sale, the Auction procedures, or the assumption and assignment of the Leases or request for hearing (the "Objection") must be served upon counsel for the Debtors and filed with the Court not more than twenty-one (21) calendar days after service of the Sale Notice unless the Sale Notice specifies a longer period or a shorter period is ordered by the Court (the "Objection Deadline").
- d. Overbids: The Sale Notice shall include solicitation for overbids which must be submitted in writing to FTI on or before the Objection Deadline. Overbids must be accompanied by a good faith deposit of 10% of the proposed sale price. Overbids must be for 2% on sales up to \$10,000,000 and for 1% for sales over \$10,000,000 plus Bid Protections (if any).
- e. Stalking Horse Procedures: The Debtors may, in consultation with the Committee:
- i. designate a bidder per Subject Property as a stalking horse bidder (the "Stalking Horse Bidder"), whose bid shall serve as the stalking horse bid (the "Stalking Horse Bid"), and

1 ii. execute, subject to higher or otherwise better offers, a purchase
2 agreement memorializing the proposed transaction set forth in the
3 Stalking Horse Bid (a "Stalking Horse Agreement"), which may
4 include:

- 5 1. a break-up fee of no more than 3% of the total cash
6 consideration payable under such Stalking Horse Agreement
7 (the "Break-Up Fee") plus
8 2. an expense reimbursement for the Stalking Horse Bidder's
9 actual out-of-pocket costs of up to \$100,000 (the "Expense
10 Reimbursement" and, together with the Break-Up Fee, the
11 "Bid Protections"); *provided, however*, that the aggregate
12 Bid Protections with respect to any Stalking Horse Bid shall
13 not exceed 5% of the total cash consideration offered in such
14 Stalking Horse Bid.

15 To the extent the Debtors designate more than one Stalking Horse Bidder
16 pursuant to these Bid Procedures, no two Stalking Horse Bidders will be
17 designated with respect to the same Subject Property. The Bid Protections
18 shall only be payable upon consummation of an alternative transaction. The
19 Debtors shall not pay a Break-Up Fee to any Stalking Horse Bidder on
20 account of the portion of the purchase price of such bid that is a credit bid,
21 assumption of liabilities, or other non-cash (or cash-equivalent)
22 consideration, nor provide any Bid Protections to an insider or affiliate of
23 the Debtors.

24 To the extent the Debtors, in consultation with the Committee, determine to
25 offer Bid Protections to any Stalking Horse Bidder, the Debtors shall
26 disclose such Bid Protections in a corresponding notice designating such
27 Stalking Horse Bidder (the "Stalking Horse Notice") to be filed and served
28 seven (7) calendar days prior to the filing of the corresponding Sale Notice.
A Stalking Horse Notice, if filed, shall also include:

- i. a copy of the Stalking Horse Agreement;
ii. an appropriate declaration in support of the proposed Bid
Protections (the "Bid Protections Declaration"); and
iii. a proposed form of order approving the Bid Protections (the
"Stalking Horse Order").

Any objection to (i) the Bid Protections set forth in the Stalking Horse
Notice, or (ii) the form of Stalking Horse Order (a "Stalking Horse
Objection"), shall be filed no later than ten (10) calendar days after the
filing of the Stalking Horse Notice; *provided, however*, any such
Stalking Horse Objection shall be limited to whether the Stalking Horse
Notice and Stalking Horse Order are consistent with the Bid Protections
provided for herein. If a timely Stalking Horse Objection is filed, the
Debtors are authorized to file a notice seeking an expedited hearing with
respect to the Stalking Horse Objection on not less than three (3)
calendar days' notice. Absent any timely Stalking Horse Objection, the
Court may enter the Stalking Horse Order without further hearing.

f. Auction: If a qualified overbid is received prior to the Objection Deadline,
the Debtors shall file and serve notice of the Auction to the Stalking Horse
Bidder, all overbidders, any parties filing objections by the Objection

Deadline, and the Notice Parties not less than seven (7) days prior to the date scheduled for the Auction.

g. If No Objection: If the Objection Deadline passes without the filing of an Objection or submission of an overbid or any such response is withdrawn, the Debtors shall file a Certificate of No Objection and the Debtors shall submit a proposed order substantially in the form attached to the Sale Notice as Exhibit 1 (the “Large Asset Sale Order”). The Debtors may proceed with closing the Sale of the Subject Property upon entry of the Large Asset Sale Order.

h. Sale Hearing: If an Objection is filed or an overbid is submitted prior to the Objection Deadline and not withdrawn, the Debtors will set a Sale Hearing giving no less than seven (7) days’ notice to (i) the Buyer; (ii) any party that filed an Objection or submitted an overbid; (iii) and the Notice Parties.

8. The forms of Sale Notices attached hereto as **Exhibits B and C** are approved.

9. The forms of Small Asset Sale Order and Large Asset Sale Order, each attached as Exhibit 1 to the respective form of Sale Notices, are approved.

10. The form of the Stalking Horse Notice attached hereto as **Exhibit D** is approved.

11. The form of the Stalking Horse Order attached as Exhibit 1 to the Stalking Horse Notice is approved.

12. To the extent that any counterparty to a Lease fails to timely object to the Sale of a Subject Property or the assumption and assignment of its Lease to the Buyer, such counterparty is deemed to have consented to the assignment of its Lease to the Buyer.

13. The Debtors shall pay directly from escrow the Closing Costs, any outstanding property taxes and any secured claims for which there are no objections pending at the time of closing.

14. These Sale Procedures shall not apply to sales of Property to “insiders” of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code.

15. All parties’ rights under the Bankruptcy Code to object to a Sale Notice, their treatment thereunder and/or to an interest in the Properties, including the right to seek relief from the automatic stay from the Bankruptcy Court, are preserved. Secured creditors’ rights to credit bid pursuant to section 363(k) of the Bankruptcy Code are preserved and shall not be required to pay Closing Costs or Bid Protections unless there is a prior written agreement or order of the Court.

1 16. Federal Home Loan Mortgage Corporation reserves its right to object to any sales
2 procedures that it has not explicitly approved in advance.

3 17. This Order shall be effective immediately upon entry, and any stay of orders
4 provided for in Bankruptcy Rules 6004 or 6006 or any other provision of the Bankruptcy Code or
5 Bankruptcy Rules is expressly lifted. The Debtors are not subject to any stay in the
6 implementation, enforcement or realization of the relief granted in this Order, and may, in their
7 discretion and without further delay, take any action and perform any act authorized under this
8 Order.

9 18. Nothing contained in the Motion, the Sale Notice, or this Order is intended to be or
10 shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a
11 waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis
12 for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action
13 that may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or
14 rejection of any agreement, contract, lease, program, or policy, other than those identified in the
15 Sale Notice, between the Debtors and any third party under section 365 of the Bankruptcy Code.

16 19. The Debtors are hereby authorized to take such actions and to execute such
17 documents as may be necessary to implement the relief granted by this Order.

18 20. The Debtors are authorized to make non-substantive changes to the documents
19 referenced herein without further order of the Court, including, without limitation, changes to
20 correct typographical and grammatical errors and to make conforming changes among the
21 aforementioned documents prior to their distribution.

22 21. The Court retains exclusive jurisdiction with respect to all matters arising from or
23 related to the implementation, interpretation, and enforcement of this Order.

24 ** END OF ORDER **
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Court Service List

All ECF Participants

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Exhibit A
(Schedule of Properties)

| Common Name | Address | City | State | Entity | Lender/Service |
|--|--|--------------|-------|-----------------------------------|---|
| Valley Oak - 5605 Orange Avenue/7320 Bema Way | 5605 Orange Avenue/7320 Bema Way | Sacramento | CA | Valley Oak Investments, LP | Bank of America, N.A. |
| 20490 Broadway (Artefact) | 20490 Broadway | Sonoma | CA | Sienna Pointe, LLC | Bruce Needelman, Trustee, Edna M. Hayes, Trustee |
| Vaca Villa Apts (adjacent parcels) | 280 Butcher Road | Vacaville | CA | Windscape Apartments, LLC | Butcher Road Partners LLC |
| Vaca Villa Apts (adjacent parcels) | 310/312 Butcher Road | Vacaville | CA | Windscape Apartments, LLC | Butcher Road Partners LLC |
| Vaca Villa Apts (adjacent parcels) | 350 Butcher Road | Vacaville | CA | Windscape Apartments, LLC | Butcher Road Partners LLC |
| 2280 Bates | 2280 Bates Avenue | Concord | CA | Watertree I, LP; Nut Pine, LP | California Bank of Commerce |
| Vaca Villa Apts | 370 Butcher Road | Vacaville | CA | Windscape Apartments, LLC | Chase |
| 5818 Engle Road | 5818 Engle Road | Carmichael | CA | Red Cedar Tree, LP | Chase |
| Valley Oak - 7327/7329 Bema Way | 7327/7329 Bema Way | Sacramento | CA | Valley Oak Investments, LP | Chase |
| Valley Oak - 7332/7334 Arleta Court | 7332/7334 Arleta Court | Sacramento | CA | Valley Oak Investments, LP | Chase |
| Ceres West Mobile Home Park | 2030 E Grayson Road | Ceres | CA | Valley Oak Investments, LP | Citizens Bank |
| Allison Parkway | 4950-4970 Allison Parkway | Vacaville | CA | Windscape Apartments, LLC | Citizens Business Bank |
| Woodcreek Plaza | 7456 Foothills Boulevard | Roseville | CA | Windscape Apartments, LLC | Citizens Business Bank |
| Generals Daughter | 400 West Spain | Sonoma | CA | Windscape Apartments, LLC | Comerica |
| Seven Branches Venue and Inn | 450 West Spain | Sonoma | CA | Fire Tree II, LP; LeFever Mattson | Comerica |
| Gold Oak Apartments | 3310-3336 Cimmarron | Cameron Park | CA | Red Oak, LP | Computershare Trust Company, National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2022-SB102 (as successor to Greystone Servicing Company LLC) |
| Duggan's Duplex & Single Family | 520/530/532 Studley | Sonoma | CA | Windscape Apartments, LLC | Duggans Mission Chapel |
| Duggan's Mission Chapel | 525 W Napa | Sonoma | CA | Windscape Apartments, LLC | Duggans Mission Chapel |
| Carmichael Apartments | 5800 Engle Road | Carmichael | CA | Red Cedar Tree, LP | Federal Home Loan Mortgage Corporation (as assignee of Greystone Servicing Company LLC) |
| Courtyard Cottages | 7337 Power Inn Road | Sacramento | CA | Red Mulberry Tree, LP | Federal Home Loan Mortgage Corporation (as assignee of Greystone Servicing Company LLC) |
| Sharis Apartments | 453 A Fleming Avenue E | Vallejo | CA | Foxtail Pine, LP | Federal National Mortgage Association (as assignee of Greystone Servicing Company LLC) |
| 453/457/459 2nd St W | 453/457/459 2nd Street W | Sonoma | CA | Fire Tree III, LP | Frank Bragg Revocable Trust |
| Jackson Street Apartments | 500 Jackson Street | Fairfield | CA | Red Oak Tree, LP | JPMorgan Chase |
| Marpel Apartments | 501-523 Carpenter Street | Fairfield | CA | Red Oak Tree, LP | JPMorgan Chase |
| Broadway Street Apartments | 905 Broadway Street | Fairfield | CA | Red Oak Tree, LP | JPMorgan Chase |
| 19020/19022/19030 A/B Railroad | 19020/19022/19030 A/B Railroad | Sonoma | CA | Black Walnut, LP | KS Mattson Partners, LP |
| Cornerstone Sonoma, Barn at Harrow Cellars | 23570 Arnold Dr 72, 100, 150 Wagner Road | Sonoma | CA | Heacock Park Apartments, LP | LeFever Mattson |
| Valley Oak - 7320/7322 Arleta Court | 7320/7322 Arleta Court | Sacramento | CA | Valley Oak Investments, LP | LeFever Mattson |
| 830 Illinois Street #1-4 | 830 Illinois Street #1-4 | Fairfield | CA | LeFever Mattson | Leland McAbee |
| DeWitts Tire / Home | 801 W. Napa Street | Sonoma | CA | Sienna Pointe, LLC | Michael & Ana Cavanaugh |
| 802 Studley Street | 802 Studley Street | Sonoma | CA | Sienna Pointe, LLC | Michael & Ana Cavanaugh |
| 1173 / 1191 Araquipa | 1173 Araquipa Court | Vacaville | CA | LeFever Mattson | Mr Cooper |
| 157 James River Road | 157 James River Road | Vallejo | CA | LeFever Mattson | Mr Cooper |
| Valley Oak - 5537/5539 Missie Way | 5537/5539 Missie Way | Sacramento | CA | Valley Oak Investments, LP | Mr Cooper |
| Valley Oak - 7300 Bema/7325 Arleta | 7300 Bema/7325 Arleta | Sacramento | CA | Valley Oak Investments, LP | Mr Cooper |
| Valley Oak - 7308/7310 Arleta Court | 7308/7310 Arleta Court | Sacramento | CA | Valley Oak Investments, LP | Mr Cooper |
| Napa Elm Townhomes | 1050 Elm Street | Napa | CA | Pinecone, LP | NexBank |
| 1864 Quail Meadows Circle | 1864 Quail Meadows Circle | Vacaville | CA | LeFever Mattson | PHH Mortgage Services |
| 258 Lorraine Boulevard | 258 Lorraine Boulevard | San Leandro | CA | LeFever Mattson | PHH Mortgage Services |
| Valley Oak - 7304/7306 Arleta Court | 7304/7306 Arleta Court | Sacramento | CA | Valley Oak Investments, LP | PHH Mortgage Services |
| Valley Oak - 7324/7326 Arleta Court | 7324/7326 Arleta Court | Sacramento | CA | Valley Oak Investments, LP | PHH Mortgage Services |
| Valley Oak - 7328/7330 Arleta Court | 7328/7330 Arleta Court | Sacramento | CA | Valley Oak Investments, LP | PHH Mortgage Services |
| Valley Oak - 7335/7337 Arleta Court | 7335/7337 Arleta Court | Sacramento | CA | Valley Oak Investments, LP | PHH Mortgage Services |
| 430 West Napa | 430 West Napa | Sonoma | CA | Windscape Apartments, LLC | Poppy Bank |
| 533 Bella Vista Drive | 533 Bella Vista Drive | Suisun City | CA | LeFever Mattson | Select Portfolio Servicing, Inc. |
| Valley Oak - 5335/5337 Gibbons Drive | 5335/5337 Gibbons Drive | Carmichael | CA | Valley Oak Investments, LP | Select Portfolio Servicing, Inc. |
| Valley Oak - 5509 Orange/7343 Arleta | 5509 Orange Ave/7343 Arleta | Sacramento | CA | Valley Oak Investments, LP | Select Portfolio Servicing, Inc. |
| Valley Oak - 5601/5603 Orange Avenue | 5601/5603 Orange Avenue | Sacramento | CA | Valley Oak Investments, LP | Select Portfolio Servicing, Inc. |
| Valley Oak - 7303/7305 Bema Way | 7303/7305 Bema Way | Sacramento | CA | Valley Oak Investments, LP | Select Portfolio Servicing, Inc. |
| Valley Oak - 7312/7314 Bema Way | 7312/7314 Bema Way | Sacramento | CA | Valley Oak Investments, LP | Select Portfolio Servicing, Inc. |
| Valley Oak - 7316/7318 Arleta Court | 7316/7318 Arleta Court | Sacramento | CA | Valley Oak Investments, LP | Select Portfolio Servicing, Inc. |
| Valley Oak - 7319 Arleta/7301 Bema | 7319 Arleta/7301 Bema | Sacramento | CA | Valley Oak Investments, LP | Select Portfolio Servicing, Inc. |
| Valley Oak - 7319/7321 Bema Way | 7319/7321 Bema Way | Sacramento | CA | Valley Oak Investments, LP | Select Portfolio Servicing, Inc. |
| Valley Oak - 7339/7341 Arleta Court | 7339/7341 Arleta Court | Sacramento | CA | Valley Oak Investments, LP | Select Portfolio Servicing, Inc. |
| Valley Oak - 9120 Polhemus Drive/9300 Mazatlan Way | 9120 Polhemus Drive/9300 Mazatlan Way | Elk Grove | CA | Valley Oak Investments, LP | Select Portfolio Servicing, Inc. |
| 110 Fordham Circle | 110 Fordham Circle | Vallejo | CA | LeFever Mattson | Shellpoint Mortgage Servicing |

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|--|---------------------------------------|----------------|----|---|--|
| Valley Oak - 5513/5515 Missie Way | 5513/5515 Missie Way | Sacramento | CA | Valley Oak Investments, LP | U.S. Bank National Association, as Trustee for Mastr Adjustable Rate Mortgages Trust 2007-3 Mortgage Pass-Through Certificates, Series 2007-3 (as successor to BSM Financial, L.P.) |
| Valley Oak - 6346/6348 Sorrell Court | 6346/6348 Sorrell Court | Citrus Heights | CA | Valley Oak Investments, LP | U.S. Bank National Association, as Trustee for Mastr Adjustable Rate Mortgages Trust 2007-3 Mortgage Pass-Through Certificates, Series 2007-3 (as successor to BSM Financial, L.P.) |
| Shelfield Apartments | 5800 Fair Oaks Boulevard | Carmichael | CA | Scotch Pine, LP | U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2022-SB96 (as successor to Greystone Servicing Company LLC) |
| Valley Oak - 7210/7212 Grady Drive | 7210/7212 Grady Drive | Citrus Heights | CA | Valley Oak Investments, LP | U.S. Bank National Association, as Trustee, Successor in Interest to Wachovia Bank, National Association, as Trustee for Banc of America Funding Corporation Mortgage Pass-Through Certificates, Series 2005-A (successor to GreenPoint Mortgage Funding, Inc.) |
| 1621 Hood Road | 1621 Hood Road | Sacramento | CA | Cambria Pine, LP | U.S. Bank Trust Company, National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-SB62 (as successor to Greystone Servicing Company LLC) |
| Country Glen Apartments | 7575 Power Inn Road | Sacramento | CA | Monterey Pine, LP | U.S. Bank Trust Company, National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-SB64 (as successor to Greystone Servicing Company LLC) |
| Tradewinds Apartments | 1189 Dana Drive | Fairfield | CA | Willow Oak, LP | U.S. Bank Trust Company, National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2022-SB103 (as successor to Greystone Servicing Company LLC) |
| Dana Drive Apartments | 1190 Dana Drive | Fairfield | CA | Bur Oak, LP | U.S. Bank Trust Company, National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2022-SB103 (as successor to Greystone Servicing Company LLC) |
| Walnut Crest Apartments | 3217 Walnut Avenue | Carmichael | CA | Chestnut Oak, LP | U.S. Bank Trust Company, National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2022-SB103 (as successor to Greystone Servicing Company LLC) |
| 170 - 182 1st Street East | 170 - 182 First Street, E | Sonoma | CA | River Birch, LP | Umpqua Bank |
| Salvio Pacheco Square | 2151 Salvio Street | Concord | CA | Autumn Wood, LP; Pinewood Condominiums, LP; Vaca Villa Apartments, LP | Umpqua Bank |
| 520 Capitol Mall | 520 Capitol Mall | Sacramento | CA | Sienna Pointe, LLC | Umpqua Bank |
| The Shops at Golden Hills | 941-1017 Alamo Drive | Vacaville | CA | RT Golden Hills, LP | Umpqua Bank |
| Pinyon Creek II - 101 Quail Court | 101 Quail Court | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 102 Quail Court | 102 Quail Court | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10298 Badger Lane | 10298 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 103 Quail Court | 103 Quail Court | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10300 Badger Lane | 10300 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10316 Badger Lane | 10316 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10318 Badger Lane | 10318 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10333 Badger Lane | 10333 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10335 Badger Lane | 10335 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10350 Badger Lane | 10350 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10352 Badger Lane | 10352 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10355 Badger Lane /110 Quail Court | 10355 Badger Lane aka 110 Quail Court | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10358 Badger Lane | 10358 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10360 Badger Lane | 10360 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10366 Badger Lane | 10366 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10368 Badger Lane | 10368 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10378 Badger Lane | 10378 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10379 Badger Lane | 10379 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10380 Badger Lane | 10380 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10381 Badger Lane | 10381 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |

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| Pinyon Creek II - 10386 Badger Lane | 10386 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10388 Badger Lane | 10388 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10394 Badger Lane | 10394 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 10396 Badger Lane | 10396 Badger Lane | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 104 Quail Court | 104 Quail Court | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - 108 Quail Court | 108 Quail Court | Truckee | CA | LeFever Mattson | Unencumbered |
| 1173 / 1191 Araquipa | 1191 Araquipa Court | Vacaville | CA | LeFever Mattson | Unencumbered |
| 1383 Larkin Drive | 1383 Larkin Drive | Sonoma | CA | Sienna Pointe, LLC | Unencumbered |
| 18580 Highway 12 (Danish and Donuts) | 18580 Sonoma Highway | Sonoma | CA | Fire Tree III, LP | Unencumbered |
| 18585 Manzanita Road | 18585 Manzanita Road | Sonoma | CA | Fire Tree I, LP | Unencumbered |
| Generals Daughter - Barn and Lot | 430 W. Spain Street | Sonoma | CA | Sienna Pointe, LLC | Unencumbered |
| 4920 Samo Lane | 4920 Samo Lane | Fairfield | CA | LeFever Mattson | Unencumbered |
| Valley Oak - 5521/5523 Missie Way | 5521/5523 Missie Way | Sacramento | CA | Valley Oak Investments, LP | Unencumbered |
| 830-848 Studley Street | 830-848 Studley Street | Sonoma | CA | Sienna Pointe, LLC | Unencumbered |
| 967 Broadway Street | 967 Broadway Street | Sonoma | CA | Sienna Pointe, LLC | Unencumbered |
| Pinyon Creek II - Pinyon Creek Common Area | Pinyon Creek Common Area (Lot A) | Truckee | CA | LeFever Mattson | Unencumbered |
| Pinyon Creek II - Pinyon Creek Common Area | Pinyon Creek Common Area (Lot B & C) | Truckee | CA | LeFever Mattson | Unencumbered |
| 241 1st Street West / The Depot | 241 1st Street West | Sonoma | CA | Sienna Pointe, LLC | Virginia Ghilarducci Trustee |
| Riverview Shopping Center | 9407 & 9415-9471 N. Fort Washington Road | Fresno | CA | Riverview Shopping Center I, LLC; Riverview Shopping Center II, LLC | Wells Fargo |
| 5601 Walnut Avenue #4 | 5601 Walnut Avenue #4 | Orangevale | CA | LeFever Mattson | Wells Fargo |
| Sasaki Vineyard | Vineyard 8th Street E | Sonoma | CA | Firetree I, LP | Y. Tito Sasaki, Trustee & Janet L. Sasaki, Trustee |

Exhibit B
(Form of Small Asset Sale Notice)

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

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KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
(tkeller@kbbkllp.com)
DAVID A. TAYLOR (Cal. Bar No. 247433)
(dtaylor@kbbkllp.com)
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425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723
Facsimile: (650) 636-9251

*Attorneys for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION**

In re:

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

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**NOTICE OF SALE OF SUBJECT
PROPERTY LOCATED AT [INSERT
SUBJECT PROPERTY ADDRESS]**

(SMALL ASSET SALE)

**LIEN HOLDER: [Name of Secured
Party(ies)]**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. 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>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

PLEASE TAKE NOTICE THAT pursuant to the *Order Establishing Procedures for Real Property Sales* [Dkt. No. ____] (the “Sale Procedures Order”)² entered on [DATE], LeFever Mattson, a California corporation, and certain of its affiliates that are debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases, propose to sell certain of their real property in accordance with the approved Sale Procedures. The proposed sale has the following terms:

1. The address of the property proposed to be sold (the “Subject Property”):

[STREET]

[CITY, STATE, ZIP CODE]

[TAX IDENTIFICATION NUMBER]

The sale price is \$ ____.

Title holder of the Subject Property: [NAME]

[NAME OF SECURED PARTY(IES)] holds a lien against the Subject Property in the amount of \$ _____. Upon closing of the sale, the lien(s) [DESCRIPTION OF (I) TREATMENT OF LIEN; (II) BASIS FOR ANY DISPUTE OF THE LIEN; (III) RECORDING DATE AND INSTRUMENT NUMBER; AND (IV) GROUNDS ASSERTED FOR SELLING FREE AND CLEAR OF THE LIEN PURSUANT TO § 363(f)]

The Subject Property was marketed as follows: [DESCRIPTION OF MARKETING]. [DESCRIPTION OF BASIS FOR CONCLUSION THAT THE PRICE AND TERMS ARE REASONABLE AND IN THE BEST INTERESTS OF THE DEBTORS’ BANKRUPTCY ESTATES ACCORDING TO THEIR BUSINESS JUDGMENT.]

Proposed Buyer: [NAME]

Known connections to the Debtors: [DESCRIPTION, IF ANY]

Pursuant to section 363(f) of the Bankruptcy Code, the Debtors may sell the Subject Property free and clear of all liens for the following reason(s): [SUMMARY OF THE DEBTORS’ EVIDENCE SUPPORTING A SALE FREE AND CLEAR OF LIENS.]

Broker: [NAME]

Known connections to the Debtors: [DESCRIPTION, IF ANY]

Compensation: ____% of Sale Price (\$ ____)

Date and Docket Number of Employment Order: [INSERT]

The following unexpired leases or executory contracts (the “Leases”) are associated with the Subject Property:

| Counter Party | Title | Treatment | Cure Amount (if any) |
|---------------|-------|-----------|-------------------------|
| | | | |

² Capitalized terms not otherwise defined herein shall have the meaning given to them in the Sale Procedures Order.

Adequate assurance information: *[DESCRIPTION OF BUYER'S EVIDENCE THAT IT CAN PROVIDE ADEQUATE ASSURANCE OF FUTURE PERFORMANCE OF THE ASSIGNED LEASES]*

Title and escrow company: *[NAME]*

Escrow number: *[NUMBER]*

Closing payments and treatment of liens: *[DESCRIPTION INCLUDING AMOUNTS OF ALL CLOSING COSTS; MAY ATTACH CLOSING STATEMENT PROVIDED BY TITLE COMPANY]*

Estimated Net Proceeds of Sale: *[AMOUNT]*

PLEASE TAKE FURTHER NOTICE THAT this Sale Notice shall be served by mail upon (i) the United State Trustee (the "U.S. Trustee"); (ii) counsel to the Committee; (iii) any holders of interests in the Subject Property, including interest holders in the applicable Debtor; (iv) counter-parties to the Leases; and (v) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties").

PLEASE TAKE FURTHER NOTICE THAT any objection to the proposed sale or the assumption and assignment of the Leases or request for hearing (the "Objection") must be served upon counsel for the Debtors and filed with the Court not more than twenty-one (21) calendar days after service of the Sale Notice unless the Sale Notice specifies a longer period or a shorter period is ordered by the Court (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE THAT there shall be no overbids.

PLEASE TAKE FURTHER NOTICE THAT there shall be no stalking horse procedures; however, the Debtors reserve the right to request such procedures should they, in their sole discretion determine that a stalking horse procedure would benefit the estates.

PLEASE TAKE FURTHER NOTICE THAT if the Objection Deadline passes without the filing of an Objection or any such response is withdrawn, the Debtors shall file a declaration attesting that no Objection was filed or served on the Debtors and the Debtors shall submit a proposed order substantially in the form attached hereto as **Exhibit 1** (the "Small Asset Sale Order"). The Debtors may proceed with closing the Sale of the Subject Property upon entry of the Small Asset Sale Order.

PLEASE TAKE FURTHER NOTICE THAT if an Objection is filed prior to the Objection Deadline and not withdrawn, the Debtors will set a hearing (the "Sale Hearing") giving no less than seven (7) days' notice to (i) the Buyer; (ii) any party that filed an Objection; (iii) and the Notice Parties.

PLEASE TAKE FURTHER NOTICE THAT to the extent that any counterparty to a Lease fails to timely object to the Sale of the Subject Property or the assumption and assignment of its Lease to the Buyer, such counterparty is deemed to have consented to the assignment of its Lease to the Buyer.

PLEASE TAKE FURTHER NOTICE THAT the Sale pursuant to these Sale Procedures shall be free and clear of liens and encumbrances to the extent provided under the Bankruptcy Code, with any such liens or encumbrances of any kind or nature to attach to the net proceeds of the sale in the order of their priority, with the same validity, force and effect which they had immediately prior to Sale as against the Subject Property.

Dated: _____

KELLER BENVENUTTI KIM LLP

By: /s/ EXHIBIT

Gabrielle L. Albert

Attorneys for the Debtors and Debtors in Possession

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Exhibit 1
(Proposed Sale Order)

KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
(tkeller@kbbkllp.com)
DAVID A. TAYLOR (Cal. Bar No. 247433)
(dtaylor@kbbkllp.com)
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425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723
Facsimile: (650) 636-9251

*Attorneys for the Debtors and
Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

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

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**[PROPOSED] ORDER APPROVING
ASSET SALE OF THE PROPERTY
LOCATED AT [INSERT SUBJECT
PROPERTY ADDRESS]**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. 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>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

Upon submission of the Certificate of No Objection regarding the proposed sale (the “Sale”) of the property located at _____ (the “Subject Property”) as contemplated by the Sale Procedures approved by the *Order Establishing Omnibus Procedures for Real Property Sales* [Dkt. No. ____] (the “Sale Procedures Order”),² filed by the above-captioned debtors and debtors in possession (the “Debtors”); the Court having reviewed the *Notice of Sale of Subject Property Located at [INSERT SUBJECT PROPERTY ADDRESS]* dated ____, 2025 [Dkt. No. ____] (the “Sale Notice”); and the Court having found that (i) the Court has jurisdiction to consider the proposed sale pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “Bankruptcy Local Rules”); (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (iv) the Sale Notice was sufficient under the circumstances; and (v) all Notice Parties have been served with Sale Notice; and after due deliberation the Court having determined that the relief requested in the Sale Notice is in the best interests of the Debtors, their estates, and their creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The proposed Sale of the Subject Property located at _____, APN number ____, owned by [NAME OF DEBTOR(S)], to [NAME OF BUYER] (the “Buyer”), pursuant to the terms of the purchase agreement attached hereto as Exhibit 1, is approved.

2. The Buyer’s offer was the highest and otherwise best offer for the Property.

3. The Sale Notice has been served on all Notice Parties.

4. Pursuant to the Sale Notice and section 363(f) of the Bankruptcy Code, the Sale shall be free and clear of liens and encumbrances to the extent provided under the Bankruptcy Code, with any such liens or encumbrances of any kind or nature, to the extent not paid pursuant to paragraph 8 below, to attach to the net proceeds of the sale in the order of their priority, with

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Sale Procedures Order.

1 the same validity, force and effect which they had immediately prior to Sale as against the Subject
2 Property.

3 5. The Debtors are authorized to fully assume, perform under, consummate and
4 implement the sale agreement and all additional instruments and documents that may be
5 reasonably necessary or desirable to implement the Sale, including the purchase and sale
6 agreement and escrow instructions.

7 6. Pursuant to Bankruptcy Code section 365(a), the Debtors are authorized to assume
8 the Lease(s) identified in the Sale Notice.

9 7. Pursuant to Bankruptcy Code section 365(f), the Debtors are authorized to assign
10 the Lease(s) to the Buyer and, pursuant to Bankruptcy Code section 365(k), the Debtors shall be
11 relieved from any liability for any breach of the lease after such assignment, both effective upon
12 the closing of the Sale.

13 8. The Debtors, and any escrow agent upon the Debtors' written instruction, shall pay
14 directly from escrow upon closing (i) all Closing Costs, including but not limited to, the real estate
15 commission of the Broker(s) and FTI's advisory and transaction fee in the indicated amount(s),
16 costs of sale, and escrow costs, (ii) any outstanding property taxes, and (iii) any liens of any secured
17 creditor for which there are no objections pending at the time of closing.

18 9. This Order shall be effective immediately upon entry, and any stay of orders
19 provided for in Bankruptcy Rules 6004 or 6006 or any other provision of the Bankruptcy Code or
20 Bankruptcy Rules is expressly lifted. The Debtors are not subject to any stay in the
21 implementation, enforcement or realization of the relief granted in this Order, and may, in their
22 discretion and without further delay, take any action and perform any act authorized under this
23 Order.

24 10. Nothing contained in the Sale Notice or this Order is intended to be or shall be
25 construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of
26 the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or
27 validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action that may
28 exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection

1 of any agreement, contract, lease, program, or policy, other than those identified in the Sale Notice,
2 between the Debtors and any third party under section 365 of the Bankruptcy Code.

3 11. The Debtors are hereby authorized to take such actions and to execute such
4 documents as may be necessary to implement the relief granted by this Order.

5 12. The Debtors are authorized to make non-substantive changes to the documents
6 referenced herein without further order of the Court, including, without limitation, changes to
7 correct typographical and grammatical errors and to make conforming changes among the
8 aforementioned documents prior to their distribution.

9 13. The Court retains exclusive jurisdiction with respect to all matters arising from or
10 related to the implementation, interpretation, and enforcement of this Order.

11 ** END OF ORDER **

Exhibit C
(Form of Large Asset Sale Notice)

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

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KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
(tkeller@kbbkllp.com)
DAVID A. TAYLOR (Cal. Bar No. 247433)
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425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723
Facsimile: (650) 636-9251

*Attorneys for the Debtors and
Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

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

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**NOTICE OF SALE OF SUBJECT
PROPERTY**

(LARGE ASSET SALE)

**LIEN HOLDER: [Name of Secured
Party(ies)]**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. 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>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

PLEASE TAKE NOTICE THAT pursuant to the *Order Establishing Procedures for Real Property Sales* [Dkt. No. ____] (the “Sale Procedures Order”)² entered on [DATE], LeFever Mattson, a California corporation, and certain of its affiliates that are debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases, propose to sell certain of their real property in accordance with the approved Sale Procedures. The proposed sale has the following terms:

The address of the property proposed to be sold (the “Subject Property”):

[STREET]
[CITY, STATE, ZIP CODE]
[TAX IDENTIFICATION NUMBER]

The sale price is \$ ____.

Title holder of the Subject Property: [NAME]

[NAME OF SECURED PARTY] holds a lien against the Subject Property in the amount of \$ _____. Upon closing of the sale, the lien [DESCRIPTION OF (I) TREATMENT OF LIEN; (II) BASIS FOR ANY DISPUTE OF THE LIEN; (III) RECORDING DATE AND NUMBER OF SUCH LIEN; AND (IV) GROUNDS ASSERTED FOR SELLING FREE AND CLEAR OF THE LIEN PURSUANT TO § 363(f)]

The Subject Property was marketed as follows: [DESCRIPTION OF MARKETING]. [DESCRIPTION OF BASIS FOR CONCLUSION THAT THE PRICE AND TERMS ARE REASONABLE AND IN THE BEST INTERESTS OF THE DEBTORS’ BANKRUPTCY ESTATES ACCORDING TO THEIR BUSINESS JUDGMENT.]

Proposed Buyer: [NAME]

Known connections to the Debtors: [DESCRIPTION, IF ANY]

Pursuant to section 363(f) of the Bankruptcy Code, the Debtors may sell the Subject Property free and clear of all liens for the following reason(s): [SUMMARY OF THE DEBTORS’ EVIDENCE SUPPORTING A SALE FREE AND CLEAR OF LIENS.]

Broker: [NAME]

Known connections to the Debtors: [DESCRIPTION, IF ANY]

Compensation: ____% of Sale Price (\$ ____)

Date and Docket Number of Employment Order: [INSERT]

The following unexpired leases or executory contracts (the “Leases”) are associated with the Subject Property:

| Counter Party | Title | Treatment | Cure Amount (if any) |
|---------------|-------|-----------|-------------------------|
| | | | |

² Capitalized terms not otherwise defined herein shall have the meaning given to them in the Sale Procedures Order.

Adequate assurance information: *[DESCRIPTION OF BUYER'S EVIDENCE THAT IT CAN PROVIDE ADEQUATE ASSURANCE OF FUTURE PERFORMANCE OF THE ASSIGNED LEASES]*

Title and escrow company: *[NAME]*

Escrow number: *[NUMBER]*

Closing payments and treatment of liens: *[DESCRIPTION INCLUDING AMOUNTS OF ALL CLOSING COSTS; MAY ATTACH CLOSING STATEMENT PROVIDED BY TITLE COMPANY]*

Estimated Net Proceeds of Sale: *[AMOUNT]*

Auction Procedures: If a qualified overbid is received prior to the Objection Deadline (as defined below), the Debtors shall conduct an auction (the "Auction") according to the procedures (the "Auction Procedures") attached hereto as **Exhibit 2**.

PLEASE TAKE FURTHER NOTICE THAT this Sale Notice shall be served by mail upon (i) the United State Trustee (the "U.S. Trustee"); (ii) counsel to the Committee; (iii) any holders of interests in the Subject Property, including interest holders in the applicable Debtor; (iv) counter-parties to the Leases; and (v) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties").

PLEASE TAKE FURTHER NOTICE THAT any objection to the proposed sale, the Auction Procedures, or the assumption of the Leases or request for hearing (the "Objection") must be served upon counsel for the Debtors and filed with the Court not more than twenty-one (21) calendar days after service of the Sale Notice unless the Sale Notice specifies a longer period or a shorter period is ordered by the Court (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE THAT parties wishing to submit to an overbid for the Subject Property must do so in writing on or before the Objection Deadline by emailing it to Greg Gotthardt at greg.gotthardt@fticonsulting.com. Overbids must be accompanied by a good faith deposit of 10% of the proposed sale price. Overbids must be for 2% on sales up to \$10,000,000 and for 1% for sales over \$10,000,000 plus Bid Protections (if any).

PLEASE TAKE FURTHER NOTICE THAT if a qualified overbid is received prior to the Objection Deadline, the Debtors shall provide notice of the Auction to the Stalking Horse Bidder, all overbidders, any parties filing objections prior to the Objection Deadline, and the Notice Parties not less than seven (7) days prior to the scheduled Auction.

PLEASE TAKE FURTHER NOTICE THAT if the Objection Deadline passes without the filing of an Objection or submission of a qualified overbid or any such response is withdrawn, the Debtors shall file a Certificate of No Objection and the Debtors shall submit a proposed order substantially in the form attached to the Sale Notice as Exhibit 1 (the "Large Asset Sale Order"). The Debtors may proceed with closing the Sale of the Subject Property upon entry of the Large Asset Sale Order.

PLEASE TAKE FURTHER NOTICE THAT if an Objection is filed or a qualified overbid is submitted prior to the Objection Deadline and not withdrawn, the Debtors will set a Sale Hearing giving no less than seven (7) days' notice to (i) the Buyer; (ii) any party that filed an Objection or submitted a qualified overbid; (iii) and the Notice Parties.

PLEASE TAKE FURTHER NOTICE THAT to the extent that any counterparty to a Lease fails to timely object to the Sale of the Subject Property or the assumption and assignment of its Lease to the Buyer, such counterparty is deemed to have consented to the assignment of its

1 Lease to the Buyer.

2 **PLEASE TAKE FURTHER NOTICE THAT** the Sale pursuant to these Sale
3 Procedures shall be free and clear of liens and encumbrances to the extent provided under the
4 Bankruptcy Code, with any such liens or encumbrances of any kind or nature to attach to the net
proceeds of the sale in the order of their priority, with the same validity, force and effect which
they had immediately prior to Sale as against the Subject Property.

5 Dated: _____

KELLER BENVENUTTI KIM LLP

6 By: /s/ EXHIBIT

7 Gabrielle L. Albert

8 *Attorneys for the Debtors and Debtors in*
9 *Possession*

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Exhibit 1
(Proposed Sale Order)

KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
(tkeller@kbbkllp.com)
DAVID A. TAYLOR (Cal. Bar No. 247433)
(dtaylor@kbbkllp.com)
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*Attorneys for the Debtors and
Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

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

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**[PROPOSED] ORDER APPROVING
ASSET SALE OF THE PROPERTY
LOCATED AT [INSERT SUBJECT
PROPERTY ADDRESS]**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. 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>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

Upon submission of the Certificate of No Objection regarding the proposed sale (the “Sale”) of the property located at _____ (the “Subject Property”) as contemplated by the Sale Procedures approved by the *Order Establishing Omnibus Procedures for Real Property Sales* [Dkt. No. ____] (the “Sale Procedures Order”),² filed by the above-captioned debtors and debtors in possession (the “Debtors”); the Court having reviewed the *Notice of Sale of Subject Property Located at [INSERT SUBJECT PROPERTY ADDRESS]* dated ____, 2025 [Dkt. No. ____] (the “Sale Notice”); and the Court having found that (i) the Court has jurisdiction to consider the proposed sale pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “Bankruptcy Local Rules”); (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (iv) the Sale Notice was sufficient under the circumstances; and (v) all Notice Parties have been served with the Sale Notice; and after due deliberation the Court having determined that the relief requested in the Sale Notice is in the best interests of the Debtors, their estates, and their creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The proposed Sale of the Subject Property located at _____, APN number _____, owned by [NAME OF DEBTOR(S)], to [NAME OF BUYER] (the “Buyer”), pursuant to the terms of the purchase agreement attached hereto as Exhibit 1, is approved.

2. The Buyer’s offer was the highest and otherwise best offer for the Property.

3. The Sale Notice has been served on all Notice Parties.

4. Pursuant to the Sale Notice and section 363(f) of the Bankruptcy Code, the Sale shall be free and clear of liens and encumbrances to the extent provided under the Bankruptcy Code, with any such liens or encumbrances of any kind or nature, to the extent not paid pursuant to paragraph 8 below, to attach to the net proceeds of the sale in the order of their priority, with

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Sale Procedures Order.

1 the same validity, force and effect which they had immediately prior to Sale as against the Subject
2 Property.

3 5. The Debtors are authorized to fully assume, perform under, consummate and
4 implement the sale agreement and all additional instruments and documents that may be
5 reasonably necessary or desirable to implement the Sale, including the purchase and sale
6 agreement and escrow instructions.

7 6. Pursuant to Bankruptcy Code section 365(a), the Debtors are authorized to assume
8 the Lease(s) identified in the Sale Notice.

9 7. Pursuant to Bankruptcy Code section 365(f), the Debtors are authorized to assign
10 the Lease(s) to the Buyer and, pursuant to Bankruptcy Code section 365(k), the Debtors shall be
11 relieved from any liability for any breach of the lease after such assignment, both effective upon
12 the closing of the Sale.

13 8. The Debtors, and any escrow agent upon the Debtors' written instruction, shall pay
14 directly from escrow upon closing (i) all Closing Costs, including but not limited to, the real estate
15 commission of the Broker(s) and FTI's advisory and transaction fee in the indicated amount(s),
16 costs of sale, and escrow costs, (ii) any outstanding property taxes, and (iii) any liens of any secured
17 creditor for which there are no objections pending at the time of closing.

18 9. This Order shall be effective immediately upon entry, and any stay of orders
19 provided for in Bankruptcy Rules 6004 or 6006 or any other provision of the Bankruptcy Code or
20 Bankruptcy Rules is expressly lifted. The Debtors are not subject to any stay in the
21 implementation, enforcement or realization of the relief granted in this Order, and may, in their
22 discretion and without further delay, take any action and perform any act authorized under this
23 Order.

24 10. Nothing contained in the Sale Notice or this Order is intended to be or shall be
25 construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of
26 the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or
27 validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action that may
28 exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection

1 of any agreement, contract, lease, program, or policy, other than those identified in the Sale Notice,
2 between the Debtors and any third party under section 365 of the Bankruptcy Code.

3 11. The Debtors are hereby authorized to take such actions and to execute such
4 documents as may be necessary to implement the relief granted by this Order.

5 12. The Court retains exclusive jurisdiction with respect to all matters arising from or
6 related to the implementation, interpretation, and enforcement of this Order.

7 ** END OF ORDER **
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Exhibit 2
(Auction Procedures)

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Exhibit D
(Form of Stalking Horse Notice)

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*Attorneys for the Debtors and
Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

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

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**NOTICE OF DESIGNATION OF
STALKING HORSE BIDDER FOR
SALE OF SUBJECT PROPERTY
LOCATED AT [INSERT SUBJECT
PROPERTY ADDRESS]**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. 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>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

PLEASE TAKE NOTICE THAT pursuant to the *Order Establishing Procedures for Real Property Sales* [Dkt. No. ____] (the “Sale Procedures Order”)² entered on [DATE], LeFever Mattson, a California corporation, and certain of its affiliates that are debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases, propose to sell certain of their real property in accordance with the approved Sale Procedures and have designated the following:

The address of the property proposed to be sold (the “Subject Property”):

[STREET]
[CITY, STATE, ZIP CODE]

[NAME OF STALKING HORSE BIDDER] shall be the stalking horse bidder (the “Stalking Horse Bidder”) for the Subject Property.

Stalking Horse Bid: [AMOUNT OF BID]

Break-Up Fee: [PERCENTAGE OF SALE PRICE]

Expense Reimbursement Cap: \$100,000

Proviso: The aggregate Break-Up Fee and Expense Reimbursement (the “Bid Protections”) shall not exceed 5.0% of the total cash consideration offered in the Stalking Horse Bid.

PLEASE TAKE FURTHER NOTICE THAT a copy of the agreement between the Debtor and the Stalking Horse Bidder is attached hereto as Exhibit 2 (the “Stalking Horse Agreement”).

PLEASE TAKE FURTHER NOTICE THAT the declaration of [DECLARANT'S NAME] supporting the Debtors' decision to approve the Stalking Horse Bidder and enter the Stalking Horse Agreement is attached hereto as Exhibit 3.

PLEASE TAKE FURTHER NOTICE THAT this Stalking Horse Notice shall be served by mail upon (i) the United State Trustee (the “U.S. Trustee”); (ii) counsel to the Committee; (iii) any holders of interests in the Subject Property, including interest holders in the applicable Debtor; and (iv) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002 (collectively, the “Notice Parties”).

PLEASE TAKE FURTHER NOTICE THAT any objection to (i) the Bid Protections set forth in this Stalking Horse Notice, or (ii) the form of Stalking Horse Order (a “Stalking Horse Objection”), shall be filed no later than ten (10) calendar days after the filing of the Stalking Horse Notice (the “Objection Deadline”); *provided, however*, that any such Stalking Horse Objection shall be limited to whether the Stalking Horse Notice and Stalking Horse Order are consistent with the Bid Protections provided for in the Sale Procedures Order.

PLEASE TAKE FURTHER NOTICE THAT if the Objection Deadline passes without the filing of a Stalking Horse Objection or any such response is withdrawn, the Debtors shall file a declaration attesting that no Stalking Horse Objection was filed or served on the Debtors and the Debtors shall submit a proposed order substantially in the form attached hereto as Exhibit 1 (the “Stalking Horse Order”).

² Capitalized terms not otherwise defined herein shall have the meaning given to them in the Sale Procedures Order.

PLEASE TAKE FURTHER NOTICE THAT if a Stalking Horse Objection is filed prior to the Objection Deadline and not withdrawn, the Debtors will file a notice seeking an expedited hearing with respect to the Stalking Horse Objection on not less than three (3) calendar days' notice.

Dated: _____

KELLER BENVENUTTI KIM LLP

By: /s/ EXHIBIT

Gabrielle L. Albert

Attorneys for the Debtors and Debtors in Possession

Exhibit 1
(Proposed Stalking Horse Order)

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

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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.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**[PROPOSED] ORDER APPROVING
DESIGNATION OF STALKING
HORSE FOR THE SALE OF THE
PROPERTY LOCATED AT [INSERT
SUBJECT PROPERTY ADDRESS]**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. 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>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

1 Upon submission of the Certificate of No Objection regarding the *Notice of Designation of*
2 *Stalking Horse Bidder for Sale of Subject Property Located at [INSERT SUBJECT PROPERTY*
3 *ADDRESS]* [Dkt. No. ____] (the “Stalking Horse Notice”) as contemplated by the Sale Procedures
4 approved by the *Order Establishing Omnibus Procedures for Real Property Sales* [Dkt. No. ____]
5 (the “Sale Procedures Order”),² filed by the above-captioned debtors and debtors in possession
6 (the “Debtors”); the Court having reviewed the Stalking Horse Notice and the exhibits thereto; and
7 the Court having found that (i) the Court has jurisdiction to consider the proposed sale pursuant to
8 28 U.S.C. §§ 157 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to*
9 *Bankruptcy Judges*, General Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the
10 United States District Court for the Northern District of California (the “Bankruptcy Local Rules”);
11 (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core
12 proceeding pursuant to 28 U.S.C. § 157(b); and (iv) the Stalking Horse Notice was sufficient under
13 the circumstances; and after due deliberation the Court having determined that the relief requested
14 in the Stalking Horse Notice is in the best interests of the Debtors, their estates, and their creditors;
15 and good and sufficient cause having been shown;

16 **IT IS HEREBY ORDERED THAT:**

- 17 1. [NAME OF STALKING HORSE BIDDER] is approved as the Stalking Horse
18 Bidder.
- 19 2. The Stalking Horse Bid shall be [AMOUNT].
- 20 3. The Break-Up Fee shall be [AMOUNT] plus expense reimbursement for the
21 Stalking Horse Bidder’s actual out-of-pocket costs of up to \$100,000 (the “Expense
22 Reimbursement” and, together with the Break-Up Fee, the “Bid Protections”) *provided, however,*
23 that the aggregate Bid Protections with respect to the Stalking Horse Bid shall not exceed 5.0% of
24 the total cash consideration offered in such Stalking Horse Bid.
- 25 4. The Debtors are authorized to fully assume, perform under, consummate and
26 implement the Stalking Horse Agreement.

27 _____
28 ² Capitalized terms not otherwise defined herein shall have the meanings given to them in
the Sale Procedures Order.

1 5. This Order shall be effective immediately upon entry, and any stay of orders
2 provided for in Bankruptcy Rules 6004 or 6006 or any other provision of the Bankruptcy Code or
3 Bankruptcy Rules is expressly lifted. The Debtors are not subject to any stay in the
4 implementation, enforcement or realization of the relief granted in this Order, and may, in their
5 discretion and without further delay, take any action and perform any act authorized under this
6 Order.

7 6. Nothing contained in the Stalking Horse Notice or this Order is intended to be or
8 shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a
9 waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis
10 for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action
11 that may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or
12 rejection of any agreement, contract, lease, program, or policy, other than those identified in the
13 Sale Notice, between the Debtors and any third party under section 365 of the Bankruptcy Code.

14 7. The Debtors are hereby authorized to take such actions and to execute such
15 documents as may be necessary to implement the relief granted by this Order.

16 8. The Court retains exclusive jurisdiction with respect to all matters arising from or
17 related to the implementation, interpretation, and enforcement of this Order.

18 ** END OF ORDER **
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