



KELLER BENVENUTTI KIM LLP

Tobias S. Keller (Cal. Bar No. 151445)

(tkeller@kbkllp.com)

David A. Taylor (Cal. Bar No. 247433)

(dtaylor@kbkllp.com)

Thomas B. Rupp (Cal. Bar No. 278041)

(trupp@kbkllp.com)

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*

The following constitutes the order of the Court.

Signed: April 17, 2025

**Charles Novack
U.S. Bankruptcy Judge**

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

**AMENDED ORDER AUTHORIZING
EMPLOYMENT OF MARCUS &
MILLICHAP AS REAL ESTATE
BROKER**

[No Hearing Requested]

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 the application dated as of April 10, 2025 (the “Application”)¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in these Chapter 11 Cases for entry of an order, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), amending the *Order Authorizing Employment of Marcus & Millichap as Real Estate Broker* [Dkt. No. 846] (the “Original Employment Order”) authorizing Marcus & Millichap’s employment as the real estate broker for the Debtors in these Chapter 11 Cases; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined that notice of the Application as provided to the parties listed therein is reasonable and sufficient under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Application, the Original Employment Application and the Original Employment Order, and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that Marcus & Millichap neither holds nor represents any interest adverse to the Debtors’ estates; and it appearing that Marcus & Millichap is “disinterested,” as that term is defined in Bankruptcy Code section 101(14); and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, their equity holders, and all parties in interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.

¹ Capitalized terms not otherwise herein defined shall have the meanings given to such terms in the Application.

2. The terms of the Original Employment Order shall remain in full force and effect as amended as set forth herein.

3. In accordance with section 327(a) of the Bankruptcy Code, the Debtors are authorized to expand the scope of their employment of Marcus & Millichap as real estate broker on the terms set forth in the Amended Listing Agreement attached hereto as **Exhibit 1**.

4. The Properties listed on Schedule A shall include those attached to the Original Listing Agreement plus the Ceres Property.

5. The commission for the sale of the Ceres Property shall be 2% of the purchase price to the Listing Agents and a proposed 2% of the purchase price to the buyer's broker at the close of escrow. If Marcus & Millichap is the only broker because the buyer does not have a broker, the commission will be 2.75% of the purchase price at the close of escrow.

6. Dual representation of the Debtors/chapter 11 estates and buyers by the Listing Agents shall be prohibited.

7. This Court shall retain jurisdiction with respect to all matters arising or related to the interpretation or implementation of this Order or the Amended Listing Agreement.

**** END OF ORDER ****

APPROVED AS TO FORM:

OFFICE OF THE UNITED STATES TRUSTEE

By: /s/ Jared Day
Jared Day
Trial Attorney

OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By: /s/ Jason Rosell
Jason Rosell
Pachulski Stang Ziehl & Jones LLP

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Court Service List

All ECF Participants

Exhibit 1
(Amended Listing Agreement)

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

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FIRST AMENDMENT TO BROKER LISTING AGREEMENT

THIS FIRST AMENDMENT TO BROKER LISTING AGREEMENT (this “**Amendment**”) is made and entered into as of April 8, 2025 (the “**Effective Date**”), by and between LeFever Mattson, a California corporation, and affiliates listed on Schedule “A” of the Agreement (defined below) (collectively, “**Owners**”), and Marcus & Millichap Real Estate Investment Services, Inc., a California corporation (“**Broker**”).

RECITALS

- A. Broker and Owners are parties to that certain Broker Listing Agreement dated as of February 5, 2025 (the “**Agreement**”). Pursuant to the Agreement, Owners selected Broker to represent Owners in connection with the sale of the properties referenced on the property and ownership schedule attached to the Agreement as Schedule “A.”.
- B. Broker and Owners mutually desire that the Agreement be amended on and subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Broker and Owners agree as follows:

1. **Amendment.**

- 1.1 **New Owner and Property.** Effective as of the Effective Date, Broker and Owners agree that the following Property and Owner are added to the Property Schedule attached to the Agreement as Schedule “A”:

Property	Owner	Address	Asset Type	M&M Agent/Team
Ceres West Mobile Home Park	Valley Oak Investments, LP	2030 E Grayson Road, Ceres, CA 95307	Multifamily	Frank Rogers and Peter Alimam

- 1.2 **Commission.** Notwithstanding anything to the contrary contained in Schedule “B” to the Agreement, in the event of a Closing of a Sale of the new Property listed in Section 1.1 above, Broker’s commission for its services under the Agreement for the new Property listed in Section 1.1 above shall be determined in accordance with the following schedule:

Price	Maximum Transaction Commission	Broker Assigned Agents Listing Commission - No Buyer’s Broker	Broker Assigned Agents Listing Commission - w/ Buyer’s Broker	Buyer’s Broker Commission
Any sale price	4.00%	2.75%	2.0%	2.0%

2. **Miscellaneous.**

2.1 This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

2.2 Except as herein modified or amended, the provisions, conditions and terms of the Agreement shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control. The

capitalized terms used in this Amendment shall have the same definitions as set forth in the Agreement to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

2.3 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

2.4 This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. THE PARTIES HERETO CONSENT AND AGREE THAT THIS AMENDMENT MAY BE SIGNED AND/OR TRANSMITTED BY FACSIMILE, E-MAIL OF A .PDF DOCUMENT OR USING ELECTRONIC SIGNATURE TECHNOLOGY (E.G., VIA DOCUSIGN OR SIMILAR ELECTRONIC SIGNATURE TECHNOLOGY), AND THAT SUCH SIGNED ELECTRONIC RECORD SHALL BE VALID AND AS EFFECTIVE TO BIND THE PARTY SO SIGNING AS A PAPER COPY BEARING SUCH PARTY'S HAND-WRITTEN SIGNATURE. THE PARTIES FURTHER CONSENT AND AGREE THAT (1) TO THE EXTENT A PARTY SIGNS THIS AMENDMENT USING ELECTRONIC SIGNATURE TECHNOLOGY, BY CLICKING "SIGN", SUCH PARTY IS SIGNING THIS AMENDMENT ELECTRONICALLY, AND (2) THE ELECTRONIC SIGNATURES APPEARING ON THIS AMENDMENT SHALL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY, THE SAME AS HAND-WRITTEN SIGNATURES.

IN WITNESS WHEREOF, Broker and Owners have entered into and executed this Amendment as of the date first written above.

OWNER:

**LEFEVER MATTSON,
a California corporation, on behalf of
Valley Oak Investments, LP**

DocuSigned by:
By: Bradley D. Sharp
Name: Bradley D. Sharp
Title: Chief Restructuring Officer of Owners
Dated: CRO, 2025

BROKER:

**Marcus & Millichap Real Estate Investment
Services, Inc., a California corporation**

DocuSigned by:
By: Ramon Kochavi
Name: Ramon Kochavi
Title: First Vice President
Dated: 4/9/2025 | 10:43:01 PDT, 2025