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The following constitutes the order of the Court.

Signed: May 1, 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 (SOCOTRA
COLLATERAL)**

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 (Socotra Collateral)* [Dkt. No. 1158] (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”), including the Debtors’ representation that they have resolved *Socotra Capital, Inc.’s Limited Objection and Reservation of Rights with Respect to Motion of Debtors to Establish Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. 1242] on the terms and conditions set forth in this Order; 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 Socotra 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 Socotra Sale Procedures shall be limited to those Socotra Properties listed on the schedule attached hereto as **Exhibit A**. The Debtors may file, in their business judgement, a motion to approve the sale of any individual Socotra 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. These Socotra Sale Procedures shall not apply to sales of Socotra Properties where the estimated net sale proceeds (purchase price minus Closing Costs) are less than the aggregate amount of claims (including, but not limited to principal, interest, fees, and other amounts as set forth in the underlying agreement and security instrument) secured by such property unless the Debtors first obtain in writing the permission of the applicable secured lender(s) to apply these Socotra Sale Procedures.

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 Socotra Property for which the Debtors, in consultation with the Committee, elect to seek approval through these Socotra 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 Socotra 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;³
- 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) Socotra; (iv) any and all holders of interests in the Subject Property, including interest holders in the applicable Debtor; (v) counter-parties to the Leases; and (vi) 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”).

³ These Socotra Sale Procedures shall not apply to any proposed sale of a Socotra Property to an insider of the Debtors.

- d. Overbids: There shall be no overbids. The commercially reasonable practice for Socotra Properties to be sold for \$5,000,000 or less 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.
- h. Free and Clear: Small Asset Sales pursuant to these Socotra Sale Procedures shall be free and clear of liens and encumbrances to the extent provided under the Bankruptcy Code, with any such liens 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 the sale as against such Socotra Property. The sale proceeds of a Small Asset Sale of a Socotra Property shall be distributed according to the terms of paragraphs 14 – 19 below.

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

- a. Contents of Sale Notice: Prior to any sale of a Socotra Property for which the Debtors elect to seek approval through these Socotra Sale Procedures, the Debtors shall file with the Court a notice (the “Sale Notice”) that sets forth:
 - i. The address of the Socotra 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;⁴
- 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) Socotra; (iv) any holders of interests in the Subject Property; (v) counter-parties to the Leases; and (vi) 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

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

1 filed with the Court not more than twenty-one (21) calendar days after
2 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").

- 3 d. Overbids: The Sale Notice shall include solicitation for overbids which
4 must be submitted in writing to FTI on or before the Objection Deadline.
5 Overbids must be accompanied by a good faith deposit of 10% of the
6 proposed purchase price. If a proposed purchase price is \$10,000,000 or
less, the initial overbid must be at least 2% of the proposed purchase price,
plus Bid Protections (if any). If a proposed purchase price is greater than
\$10,000,000, the initial overbid must be at least 1% of the proposed
purchase price, plus Bid Protections (if any).
- 7 e. Stalking Horse Procedures: The Debtors may, in consultation with the
8 Committee:
- 9 i. designate a bidder per Subject Property as a stalking horse bidder
10 (the "Stalking Horse Bidder"), whose bid shall serve as the
stalking horse bid (the "Stalking Horse Bid"), and
 - 11 ii. execute, subject to higher or otherwise better offers, a purchase
12 agreement memorializing the proposed transaction set forth in the
Stalking Horse Bid (a "Stalking Horse Agreement"), which may
include:
 - 13 1. a break-up fee of no more than 3% of the total cash
14 consideration payable under such Stalking Horse Agreement
(the "Break-Up Fee") plus
 - 15 2. an expense reimbursement for the Stalking Horse Bidder's
16 actual out-of-pocket costs of up to \$100,000 (the "Expense
17 Reimbursement" and, together with the Break-Up Fee, the
18 "Bid Protections"); *provided, however*, that the aggregate
Bid Protections with respect to any Stalking Horse Bid shall
not exceed 5% of the total cash consideration offered in such
Stalking Horse Bid.

19 To the extent the Debtors designate more than one Stalking Horse Bidder
20 pursuant to these Bid Procedures, no two Stalking Horse Bidders will be
21 designated with respect to the same Subject Property. The Bid Protections
22 shall only be payable upon consummation of an alternative transaction. The
23 Debtors shall not pay a Break-Up Fee to any Stalking Horse Bidder on
account of the portion of the purchase price of such bid that is a credit bid,
assumption of liabilities, or other non-cash (or cash-equivalent)
consideration, nor provide any Bid Protections to an insider or affiliate of
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
Stalking Horse Bidder (the "Stalking Horse Notice") to be filed and served
27 seven (7) calendar days prior to the filing of the corresponding Sale Notice.
A Stalking Horse Notice, if filed, shall also include:

- 28 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.
- i. Free and Clear: Large Asset Sales of Socotra Properties pursuant to these Socotra Sale Procedures shall be free and clear of liens and encumbrances to the extent provided under the Bankruptcy Code, with any such liens 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 the sale as against such Socotra Property. The sale proceeds of a Large Asset Sale shall be distributed according to the terms of paragraphs 14 – 19 below.
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 applicable to the Debtors, and any other uncontested liens, if any, senior in priority to that of Socotra's lien.

14. At the close of each sale of a Socotra Property (the "Closing" and the date on which it is Closed, the "Closing Date"):

a. First, Socotra shall be paid from escrow 81.88% of the outstanding principal balance of the loan as of the Petition Date⁵ secured by the Socotra Property being sold (each, a "Socotra Outstanding Principal"), with no restrictions on distribution.

b. Second, the Debtors shall be paid from escrow 4% of the sale proceeds net of Closing Costs.

c. Third, the Debtors shall deposit the balance of the sales proceeds (as deposited, the "Escrowed Balances") in a segregated, interest-bearing account at a financial institution mutually agreeable to the Debtors and Socotra (the "Socotra Properties Proceeds Account") in accordance with paragraph 17 below. Notwithstanding the foregoing, if the sales proceeds remaining after payment to Socotra and the Debtors pursuant to paragraphs 14(a) and (b) above is less than 125% of the outstanding balance as of the Closing Date (after payment to Socotra pursuant to paragraph 14(a) above), of Socotra's remaining full asserted loan balance (including, but not limited to, principal, interest, fees, etc.) secured by the Socotra Property being sold (each, a "Total Socotra Property Claim"), then the payment to Socotra pursuant to paragraph 14(a) above shall be 100% of the applicable Socotra Outstanding Principal, and the balance of the sale proceeds remaining after such payment to Socotra and the payment to Debtors pursuant to paragraph 14(b) above, shall be held in the Socotra Properties Proceeds Account, subject to paragraphs 15 and 17 below.

⁵ "Petition Date" is defined as the date on which the Debtor/owner of the Subject Property filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code.

1 15. Unless the Debtors have, or the Committee has, filed a complaint on behalf of the
2 Debtors' estates commencing an adversary proceeding against Socotra in these Chapter 11 Cases
3 (the "Socotra Adversary Proceeding"), the Debtors shall cause (a) the Escrowed Balances up to
4 the amount of the applicable Total Socotra Property Claim as of such date that is three months
5 after the Closing Date to be released to Socotra, without further restrictions; and (b) any amounts
6 remaining in the Socotra Properties Proceeds Account after satisfaction in full of a Total Socotra
7 Property Claim to be released to the Debtors.

8 16. The filing of a complaint commencing the Socotra Adversary Proceeding shall not
9 alter the payments described in paragraph 14 above.

10 17. All Escrowed Balances shall be deposited into the Socotra Properties Proceeds
11 Account. The Escrowed Balances shall not be used for any purpose except (a) as set forth in
12 paragraph 15 above; or (b) pursuant to a final Court order or judgment entered in the Socotra
13 Adversary Proceeding; or (c) pursuant to further Court-approved agreement between the Debtors
14 and Socotra.

15 18. Socotra shall have consultation rights on any proposed sale of Socotra Properties
16 where the estimated sale proceeds net of Closing Costs are insufficient to satisfy the applicable
17 Total Socotra Property Claim for such Socotra Property to be sold, as of the Closing Date, and
18 before distribution to the Debtors under paragraph 14(b) above.

19 19. For any sale of a Socotra Property Closing after June 30, 2026, the Debtors shall
20 direct payment, from escrow, to Socotra of the applicable Total Socotra Property Claim for such
21 Socotra Property, as of the Closing Date, regardless of whether the Socotra Adversary Proceeding
22 has been commenced unless, as of the Closing Date, (i) a judgment has been entered against
23 Socotra in the Socotra Adversary Proceeding; or (ii) with respect to the particular Socotra
24 Property being sold, the Court has disallowed Socotra's claim against the Debtor-owner of such
25 Socotra Property.

26 20. The terms of paragraphs 14 through 19 above shall be incorporated into any plan
27 of reorganization or liquidation.
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21. These Socotra Sale Procedures shall not apply to sales of Socotra Property to “insiders” of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code.

22. All parties’ rights under the Bankruptcy Code to object to a Sale Notice, their treatment thereunder and/or to an interest in the Socotra 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.

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

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

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


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

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

3 ** END OF ORDER **

4
5 **APPROVED AS TO FORM:**

6 SHEPPARD, MULLIN, RICHTER & HAMPTON
7 LLP

8 By: 
9 Theodore A. Cohen
Attorneys for Socotra Capital, Inc.

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COURT SERVICE LIST

All ECF Participants

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Exhibit A
(Schedule of Properties)

Common Name	APN	Address	City	State	LP / LLC Ownership Name	Lender
Cottage Inn & Spa	018-171-019; 018-171-031	302 304 310 1st Street East	Sonoma	CA	Sienna Pointe, LLC	Socotra
An Inn to Remember	018-202-051	171 West Spain Street	Sonoma	CA	Sienna Pointe, LLC	Socotra
Thornberry Single Family	127-192-056	1870 Thornberry Road	Sonoma	CA	RT Capitol Mall, LP	Socotra
Coco Planet	128-082-011	921 Broadway	Sonoma	CA	RT Capitol Mall, LP	Socotra
635 Broadway	018-301-010	635 Broadway	Sonoma	CA	Ginko Tree LP / Buckeye, LP	Socotra
Broadway Square	018-301-009	645-651 Broadway/10 Maple Street	Sonoma	CA	Ginko Tree LP / Buckeye, LP	Socotra
The Broadway	128-181-029	1161-1167 Broadway	Sonoma	CA	Ginko Tree LP / Buckeye, LP	Socotra
Broadway Office	128-181-028	1151 Broadway	Sonoma	CA	Ginko Tree LP / Buckeye, LP	Socotra
596 3rd Street East	018-271-037	596 3rd Street East	Sonoma	CA	Ginko Tree LP	Socotra
Sonoma Farmhouse Townhouses / Yellow Farmhouse Vacation Rental	018-201-003	446 3rd Street West	Sonoma	CA	Red Spruce Tree LP	Socotra
Sonoma Farmhouse Townhouses / Red Farmhouse Vacation Rental	018-201-004	454 3rd Street West	Sonoma	CA	Red Spruce Tree LP	Socotra
789 Cordilleras Drive	023-010-069	789 Cordilleras Drive	Sonoma	CA	Black Walnut, LP	Socotra
19450 Old Winery Road	127-242-049	19450 Old Winery Road	Sonoma	CA	RT Capitol Mall, LP	Socotra
222-226 West Spain Street	018-151-005	222-226 West Spain Street	Sonoma	CA	RT Capitol Mall, LP	Socotra
24265 Arnold Drive (The 'Circus' House)	128-484-009	24265 Arnold Drive	Sonoma	CA	Fire Tree I, LP	Socotra
24321 Arnold Drive (The 'Water Tower' House)	128-484-010	24321 Arnold Drive	Sonoma	CA	Fire Tree I, LP	Socotra
786-790 Broadway SFR	018-352-043	786 Broadway	Sonoma	CA	Fire Tree I, LP	Socotra
786-790 Broadway SFR	018-352-044	790 Broadway	Sonoma	CA	Fire Tree I, LP	Socotra
17700 Highway 12	056-303-025	17700 Sonoma Highway	Sonoma	CA	Fire Tree III, LP	Socotra
377 West Spain Street	018-192-028	377 West Spain Street	Sonoma	CA	Beach Pine, LP	Socotra
20564 Broadway	128-321-008	20564 Broadway	Sonoma	CA	Black Walnut, LP	Socotra
653 3rd Street West	018-283-005	653 3rd Street West	Sonoma	CA	Black Walnut, LP	Socotra
391-455 Oak Street and 19173 Railroad Avenue	052-402-022	391-455 Oak Street and 19173 Railroad Avenue	Sonoma	CA	Black Walnut, LP	Socotra
Sojourn Tasting Room	018-261-006	141-145 East Napa Street	Sonoma	CA	Sienna Pointe, LLC	Socotra
Tank House Farms Meat Processing	128-461-009; 128-471-012	23250 Maffei Road	Sonoma	CA	Sienna Pointe, LLC	Socotra
925-927 Broadway Street	128-082-015	925-927 Broadway	Sonoma	CA	Sienna Pointe, LLC	Socotra
Meadowlark/Arnold	128-484-013	101 Meadowlark Lane	Sonoma	CA	Sienna Pointe, LLC	Socotra
Fruit Basket	128-484-003	24101 Arnold Drive	Sonoma	CA	Sienna Pointe, LLC	Socotra
Meadowlark/Arnold	128-484-024	24151 Arnold Drive	Sonoma	CA	Sienna Pointe, LLC	Socotra
Meadowlark/Arnold	128-484-014	310 Meadowlark Lane	Sonoma	CA	Sienna Pointe, LLC	Socotra
Meadowlark/Arnold	128-484-033; 128-484-034	201 Meadowlark Lane	Sonoma	CA	Fire Tree III, LP	Socotra
16721 Sonoma Highway	056-662-020	16721 Sonoma Highway	Sonoma	CA	Buckeye Tree LP	Socotra
Perris Properties on Wilkerson	310-061-023	333 Wilkerson Avenue	Perris	CA	Windtree, LP	Socotra
Perris Properties on Wilkerson	310-070-078	371 Wilkerson Avenue	Perris	CA	Windtree, LP	Socotra
Perris Properties on Wilkerson	310-081-012	411 Wilkerson Avenue	Perris	CA	Windtree, LP	Socotra
19340 7th Street East	127-242-025	19340 7th Street East	Sonoma	CA	Golden Tree, LP	Socotra
Pinyon Creek II - 107 Quail Court	107-170-035	107 Quail Court	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 109 Quail Court	107-170-036	109 Quail Court	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10306 Badger Lane	107-170-003	10306 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10308 Badger Lane	107-170-004	10308 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10326 Badger Lane	107-170-007	10326 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10328 Badger Lane	107-170-008	10328 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10334 Badger Lane	107-170-009	10334 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10336 Badger Lane	107-170-010	10336 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10342 Badger Lane	107-170-011	10342 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10344 Badger Lane	107-170-012	10344 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10393 Badger Lane	107-170-026	10393 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10395 Badger Lane	107-170-025	10395 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
430 West Napa Street	018-193-048	430 West Napa Street	Sonoma	CA	Windscape Apartments, LLC	Socotra
446-462 West Napa Street	018-193-041	446 West Napa Street	Sonoma	CA	Windscape Apartments, LLC	Socotra
446-462 West Napa Street	018-193-040	454 West Napa Street	Sonoma	CA	Windscape Apartments, LLC	Socotra
446-462 West Napa Street	018-193-039	462 West Napa Street	Sonoma	CA	Windscape Apartments, LLC	Socotra
24160 Turkey Road, 24237 Arnold Drive	128-484-066; 128-484-067	24160 Turkey Road, 24237 Arnold Drive	Sonoma	CA	Windscape Apartments, LLC	Socotra
Fence Post	126-032-037	1025 Napa Road	Sonoma	CA	Windscape Apartments, LLC	Socotra
900 East Napa Street	127-231-040	900 East Napa Street	Sonoma	CA	Windscape Apartments, LLC	Socotra
424 2nd Street W	018-202-002	424 2nd Street West	Sonoma	CA	Windscape Apartments, LLC	Socotra
The Post (Fly Fishing Venue)	128-461-029	24120 Arnold Drive	Sonoma	CA	Windscape Apartments, LLC	Socotra
Ravenswood Winery	127-051-073; 127-051-074	18701 Gehricke Road	Sonoma	CA	Windscape Apartments, LLC	Socotra
1045 Bart Road (Adjacent to Ravenswood Winery)	127-051-059	1045 Bart Road	Sonoma	CA	Windscape Apartments, LLC	Socotra

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
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(tkeller@kbbkllp.com)
DAVID A. TAYLOR (Cal. Bar No. 247433)
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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 (Socotra Collateral)* [Dkt. No. ____] (the “Socotra 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 Socotra 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 Socotra 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.

1 **PLEASE TAKE FURTHER NOTICE THAT** the sale pursuant to these Socotra Sale
2 Procedures shall be free and clear of liens and encumbrances to the extent provided under the
3 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.

4 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
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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 Socotra Sale Procedures approved by the *Order Establishing Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. ____] (the “Socotra Sale Procedures Order”), ²filed 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 Subject 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, claims 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

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

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. The Debtors shall pay directly from escrow the Closing Costs, any outstanding property taxes applicable to the Debtors, and any other uncontested liens, if any, senior in priority to that of Socotra's lien.

6. At the close of the sale of the Subject Property (the "Closing" and the date on which it is Closed, the "Closing Date"):

a. First, Socotra shall be paid from escrow 81.88% of the of the outstanding principal balance of the loan as of the Petition Date³ secured by the Socotra Property being sold (the "Socotra Outstanding Principal"), with no restrictions on distribution.

b. Second, the Debtors shall be paid from escrow 4% of the sale proceeds net of Closing Costs.

c. Third, the Debtors shall deposit the balance of the sale proceeds (as deposited, the "Escrowed Balances") in a segregated, interest-bearing account at a financial institution mutually agreeable to the Debtors and Socotra (the "Socotra Properties Proceeds Account") in accordance with paragraph 17 of the Socotra Sale Procedures Order. Notwithstanding the foregoing, if the sale proceeds remaining after payment to Socotra and the Debtors pursuant to paragraphs 6(a) and (b) above is less than 125% of the outstanding balance (after payment to Socotra pursuant to paragraph 6(a) above), of Socotra's remaining full asserted loan balance as of the Closing Date (including, but not limited to, principal, interest, fees, etc.) secured by the Subject Property, then the payment to Socotra pursuant to paragraph 6(a) above shall be 100% of the applicable Socotra Outstanding Principal, and the balance of the sale proceeds remaining after such payment to Socotra and the payment to Debtors pursuant to paragraph 6(b) above, shall be held in the Socotra Properties Proceeds Account, subject to paragraphs 15 and 17 of the Socotra Sale Procedures Order.

³ "Petition Date" is defined as the date on which the Debtor/owner of the Subject Property filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code.

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

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

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

11 10. The Debtors, and any escrow agent upon the Debtors' written instruction, shall pay
12 directly from escrow upon closing (i) all Closing Costs, including but not limited to, the real estate
13 commission of the Broker(s) and FTI's advisory and transaction fee, subject to paragraph 11 of
14 the *Order Authorizing Employment of FTI Consulting, Inc. as Real Estate Advisors, Effective as*
15 *of November 12, 2024* [ECF No. 641], costs of sale, and escrow costs and (ii) any outstanding
16 property taxes.

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

23 12. Nothing contained in the Sale Notice or this Order is intended to be or shall be
24 construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of
25 the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or
26 validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action that may
27 exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection
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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 13. 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 14. 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 15. 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 **
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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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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 Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. ____] (the “Socotra 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 Socotra 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 Socotra 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 Socotra 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
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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 Socotra Sale Procedures approved by the *Order Establishing Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. ____] (the “Socotra 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 Subject 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, claims 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

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

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

3 5. The Debtors shall pay directly from escrow the Closing Costs, any outstanding
4 property taxes applicable to the Debtors, and any other uncontested liens, if any, senior in priority
5 to that of Socotra's lien.

6 6. At the close of the sale of the Subject Property (the "Closing" and the date on which
7 it is Closed, the "Closing Date");

8 a. First, Socotra shall be paid from escrow 81.88% of the outstanding principal
9 balance of the loan as of the Petition Date³ secured by the Socotra Property being sold (the "Socotra
10 Outstanding Principal"), with no restrictions on distribution.

11 b. Second, the Debtors shall be paid from escrow 4% of the sale proceeds net
12 of Closing Costs.

13 c. Third, the Debtors shall deposit the balance of the sale proceeds (as
14 deposited, the "Escrowed Balances") in a segregated, interest-bearing account at a financial
15 institution mutually agreeable to the Debtors and Socotra (the "Socotra Properties Proceeds
16 Account") in accordance with paragraph 17 of the Socotra Sale Procedures Order.
17 Notwithstanding the foregoing, if the sale proceeds remaining after payment to Socotra and the
18 Debtors pursuant to paragraphs 6(a) and (b) above is less than 125% of the outstanding balance
19 (after payment to Socotra pursuant to paragraph 6(a) above), of Socotra's remaining full asserted
20 loan balance as of the Closing Date (including, but not limited to, principal, interest, fees, etc.)
21 secured by the Subject Property, then the payment to Socotra pursuant to paragraph 6(a) above
22 shall be 100% of the applicable Socotra Outstanding Principal, and the balance of the sale proceeds
23 remaining after such payment to Socotra and the payment to Debtors pursuant to paragraph 6(b)
24 above, shall be held in the Socotra Properties Proceeds Account, subject to paragraphs 15 and 17
25 of the Socotra Sale Procedures Order.

26
27
28 ³ "Petition Date" is defined as the date on which the Debtor/owner of the Subject Property
filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code.

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

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

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

11 10. The Debtors, and any escrow agent upon the Debtors' written instruction, shall pay
12 directly from escrow upon closing (i) all Closing Costs, including but not limited to, the real estate
13 commission of the Broker(s) and FTI's advisory and transaction fee, subject to paragraph 11 of
14 the *Order Authorizing Employment of FTI Consulting, Inc. as Real Estate Advisors, Effective as*
15 *of November 12, 2024* [ECF No. 641], costs of sale, and escrow costs, and (ii) any outstanding
16 property taxes.

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

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

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 13. 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 14. 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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Telephone: (415) 496-6723
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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 Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. ____] (the “Socotra 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 Socotra 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 Socotra 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 Socotra Sale Procedures Order.

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

5 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
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
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.

Upon submission of the Certificate of No Objection regarding the *Notice of Designation of Stalking Horse Bidder for Sale of Subject Property Located at [INSERT SUBJECT PROPERTY ADDRESS]* [Dkt. No. ___] (the “Stalking Horse Notice”) as contemplated by the Socotra Sale Procedures approved by the *Order Establishing Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. ___] (the “Socotra Sale Procedures Order”),² filed by the above-captioned debtors and debtors in possession (the “Debtors”); the Court having reviewed the Stalking Horse Notice and the exhibits thereto; 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); and (iv) the Stalking Horse Notice was sufficient under the circumstances; and after due deliberation the Court having determined that the relief requested in the Stalking Horse 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. [NAME OF STALKING HORSE BIDDER] is approved as the Stalking Horse Bidder.
2. The Stalking Horse Bid shall be [AMOUNT].
3. The Break-Up Fee shall be [AMOUNT] plus expense reimbursement for the Stalking Horse Bidder’s actual out-of-pocket costs of up to \$100,000 (the “Expense Reimbursement” and, together with the Break-Up Fee, the “Bid Protections”) *provided, however*, that the aggregate Bid Protections with respect to the Stalking Horse Bid shall not exceed 5.0% of the total cash consideration offered in such Stalking Horse Bid.

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

1 4. The Debtors are authorized to fully assume, perform under, consummate and
2 implement the Stalking Horse Agreement.

3 5. 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 6. Nothing contained in the Stalking Horse 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 7. 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 8. The Court retains exclusive jurisdiction with respect to all matters arising from or
19 related to the implementation, interpretation, and enforcement of this Order.

20 ** END OF ORDER **
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