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Attorney for Live Oak Investments LP
and its general partner William Andrew

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA, SANTA ROSA DIVISION

In re: LEFEVER MATTSON, a California corporation, *et al.*,[1] Debtors.	Case No. 24-10545 (CN) (Lead Case) Chapter 11 (Jointly Administered) NOTICE OF MOTION 1. SUBSTITUTION OF COUNSEL FOR LIVE OAK INVESTMENTS LP 2. WITHDRAWAL OF LIVE OAK INVESTMENTS FROM JOINT ADMINISTRATION ORDER 3. WITHDRAWAL OF CHAPTER 11 PLAN AND ASSOCIATED DISCLOSURE STATEMENT FOR LIVE OAK INVESTMENTS LP

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.

Date:	November 19, 2025
Time:	11:00AM
Judge:	Hon. Charles Novack
Court:	1300 Clay Street Courtroom 215 Oakland, California 94612 Via teleconference
Date filed:	September 12, 2024

NOTICE OF MOTION

TO THE COURT, THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES TAKE NOTICE that William Andrew as the general partner of the Debtor-in-possession Live Oak Investments LP (hereinafter "Debtor") will and hereby does move this Court for an order to (1) substitute the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor, (2) withdrawal of Debtor from the Court's Joint Administration order for the present case, and (3) withdrawal of Debtor from the Chapter 11 plan and associated disclosure statement filed by prior counsel for Debtor.

The grounds for this motion are that Debtor held a meeting of the partnership on October 9, 2025. As set forth in the concurrently filed declaration of William Andrew, the partnership voted to remove LeFeverMattson Inc. as the general partner of Debtor, to appoint Mr. Andrew as general partner and president, to remove Keller Benvenutti Kim LLP as counsel for Debtor, and to retain the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor.

As a result of that vote, Mr. Andrew is the general partner, and is the only party authorized to act on behalf of the Debtor. Pursuant to that authority, Mr. Andrew has instructed present counsel to seek relief from the Court to (1) substitute the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor, (2) withdrawal of Debtor from the Court's Joint Administration order for the present case, and (3) withdrawal of Debtor from the Chapter 11 plan and associated disclosure statement filed by prior counsel for Debtor.

The grounds for this motion are more fully stated in the concurrently filed and served Memorandum of Points and Authorities, supporting declaration of Mr. Andrew, and the

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supporting declaration of Thomas P. Kelly III.

NOTICE IS FURTHER GIVEN that a hearing will be held on **November 19, 2025 at 11:00AM** or as soon thereafter as the matter can be heard at 1300 Clay Street, Courtroom 215, Oakland, California, 94612 on the motion of William Andrew as the general partner of the Debtor for an order to (1) substitute the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor, (2) withdrawal of Debtor from the Court's Joint Administration order for the present case, and (3) withdrawal of Debtor from the Chapter 11 plan and associated disclosure statement filed by prior counsel for Debtor.

Pursuant to Bankruptcy Local Rule 9014-1 of the United States Bankruptcy Court for the Northern District of California, any opposition must be filed and served not later than **November 5, 2025**. Any reply to such opposition shall be filed and served on **November 12, 2025**.

NOTICE IS FURTHER GIVEN that the hearing on this Motion will not be conducted in the presiding judge's courtroom, but instead will be conducted by telephone or video only. All interested parties should consult the Bankruptcy Court's website at www.canb.uscourts.gov for information about court operations via teleconference. The Bankruptcy Court's website provides information regarding how to arrange a telephonic or video appearance. If you have questions regarding how to appear at a court hearing, you may contact the Bankruptcy Court by calling 888-821-7606 or by using the Live Chat feature on the Bankruptcy Court's Website.

Dated: October 21, 2025

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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.	Case No. 24-10545 (CN) (Lead Case) Chapter 11 (Jointly Administered) MEMORANDUM OF POINTS & AUTHORITIES Date: November 19, 2025 Time: 11:00AM Judge: Hon. Charles Novack Court: 1300 Clay Street, Courtroom 215, Oakland, California 94612 Via teleconference Date filed: September 12, 2024

I. INTRODUCTION

William Andrew as the general partner of the Debtor-in-possession Live Oak Investments LP (hereinafter "Debtor") presents this memorandum of points and authorities in support of Debtor's motion for an order to (1) substitute the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor, (2) withdrawal of Debtor from the Court's Joint Administration order for the

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present case, and (3) withdrawal of Debtor from the Chapter 11 plan and associated disclosure statement filed by prior counsel for Debtor.

The grounds for this motion are that Debtor held a meeting of the partnership on October 9, 2025. As set forth in the concurrently filed declaration of William Andrew, the partnership voted to remove LeFeverMattson Inc. as the general partner of Debtor, to appoint Mr. Andrew as general partner and president, to remove Keller Benvenutti Kim LLP as counsel for Debtor, and to retain the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor.

As a result of that vote, Mr. Andrew is the general partner, and is the only party authorized to act on behalf of the Debtor. Pursuant to that authority, Mr. Andrew has instructed present counsel to seek relief from the Court to (1) substitute the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor, (2) withdrawal of Debtor from the Court's Joint Administration order for the present case, and (3) withdrawal of Debtor from the Chapter 11 plan and associated disclosure statement filed by prior counsel for Debtor.

The current motion seeks an order of this Court to confirm the substitution of attorney and approve the retention of the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor, as well as remove Debtor from the joint administration order, the proposed Chapter 11 plan, and the proposed disclosure statement in order to allow Debtor to present its own plan and disclosure statement and to take additional steps as necessary to protect Debtor.

II. JURISDICTION AND STANDING

This Court has jurisdiction over these motions pursuant to 28 U.S.C. §157 & §1334. These motions are core proceedings arising under an active Chapter 11 case in which this Court may enter final orders pursuant to 28 U.S.C. §157(b). Venue is proper before this Court pursuant to 28 U.S.C. §1408 & §1409 as the Chapter 11 bankruptcy case of the Debtor is currently pending before this Court.

III. RELEVANT FACTS AND PROCEDURAL HISTORY

The Debtor was formed on March 24, 2015 bearing California Secretary of State entity number 2015-08600007. Prior to the formation of Debtor, in 2004 LFM purchased an apartment complex named Southwood Place Apartments located at 410 Buck Avenue, Vacaville,

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California, 95688-6811 along with several investors. (Hereinafter "Southwood Apartments"). This was confirmed in a letter from LFM to the investors a copy of which is attached to the concurrently filed Declaration of William Andrew and marked as Exhibit A.

In 2015 LFM notified the investors that in order to complete a refinance of Southwood Apartments the proposed lender required the formation of a business entity. A copy of the letter stating this from LFM to the investors is attached to the concurrently filed Declaration of William Andrew and marked as Exhibit B.

To that end, LFM and Kenneth Mattson (hereinafter "Mattson") formed Debtor, and then prepared a proposed partnership agreement. In exchange for a percentage interest in the Debtor, the investors transferred their individual interests in Southwood Apartments to the Debtor. The partnership agreement was executed effective March 25, 2015 and a copy of this agreement is attached to the concurrently filed Declaration of William Andrew and marked as Exhibit C. (Hereinafter "Partnership Agreement").

Pursuant to the terms of the Partnership Agreement, LFM was designated as the General Partner for the Debtor. (Andrew Dec., Ex. C, pg. 7 & 32). The Partnership Agreement also provided for the office of President. (Andrew Dec., Ex. C, pg. 17, §5.2). Pursuant to the terms of the Partnership Agreement, the President was nominated by the General Partner, and the Partnership Agreement directly nominated Mattson as the President. (Andrew Dec., Ex. C, pg. 17, §5.2.3).

Under the terms of the Partnership Agreement, all partner interests are identified in the Omnibus List of Equity Security Holders filed by LFM on November 15, 2024 bearing docket entry number 353 in the parallel bankruptcy case of *LeFever Mattson Inc*. bearing case number 24-10545 currently pending before this Court. (Hereinafter "LFM Bankruptcy Case"). A copy of the Omnibus List of Equity Security Holders is attached to the concurrently filed Request for Judicial Notice (hereinafter "RJN") and marked as Exhibit A. As reflected in that document, Creditor Andrew Revocable Trust dated June 21, 2001 presently holds a 8.0135% interest in the Debtor. (RJN, Ex. A, pg. 6). Creditor Burgess Trust dated October 9, 2006 presently holds an

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4.0067% interest in the Debtor. (RJN, Ex. A, pg. 6).[2]

On June 28, 2024 LFM solicited the agreement of the limited partners to sell Southwood Apartments. A copy of the proposed written consent of the partners is attached to the concurrently filed Declaration of William Andrew and marked as Exhibit D. A sufficient number of partners agreed to sell the property, and on August 29, 2024 it was sold for $10,800,000.00, which resulted in a net amount paid to Debtor of $3,971,116.96. A copy of the sellers statement for Debtor is attached to the concurrently filed Declaration of William Andrew and marked as Exhibit E.

On September 4, 2024, these funds were deposited into Debtor's account at Citizens Business Bank bearing account number XXXXX0673. This deposit is disclosed in the October 28, 2024 operating report for Debtor, a copy of which is attached to the concurrently filed Request for Judicial Notice and marked as Exhibit B. The specific transaction is reflected in that operating report which includes the bank account statement as follows:

Deposits

Date	Description	Amount
09/04/2024	DEPOSIT	$3,971,116.96
		1 item(s) totaling $3,971,116.96

(RJN, Ex. B, pg. 19).

Without any notice to the other partners of Debtor, and without any partnership meeting, the same day as the funds were deposited, September 4, 2024, LFM acting as the general partner transferred substantial sums from Debtor to itself. These consisted of three transactions in the amount of $1,200,000.00, $324,000, and $842,418 for a total of $2,366,418.00. The first transaction was from Debtor's money market account at Citizens Bank which is reflected in the same operating report as follows:

Other Debits

Date	Description	Amount
09/04/2024	OTC Transfer	$1,200,000.00
		1 item(s) totaling $1,200,000.00

(RJN, Ex. B, pg. 19).

2 There is a typographical error in the Omnibus List of Equity Security Holders which lists "P.O. Box 1145" in place of the Burgess Trust.

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The second and third transactions were paid from Debtor's property trust account also at Citizens Bank which is reflected in the same operating report as follows:

Other Debits

Date	Description	Amount
09/04/2024	399740 OLB TRANSFER SPCLTY AA XXXXX6251	$324,000.00
09/04/2024	400467 OLB TRANSFER SPCLTY AA XXXXX6251	$842,418.00
		2 item(s) totaling $1,166,418.00

(RJN, Ex. B, pg. 20).

LFM maintains this represents the 21.214% ownership interest in Debtor as well as a sale commission provided in the Partnership Agreement of 3.00%. (Andrew Dec., Ex. A, pg. 30-31, §11.14).

LFM never distributed the remaining balance of the funds to the other partners. These transactions were performed by LFM without any notice to the other partners, and without any authorization in the form of a partnership vote or any document indicating ratification or approval by the other partners.

The Partnership Agreement provides in section 3.8 entitled "Priority Over Other Partners" that no partner is to receive preference over any other:

> "No Partner shall have priority over any other partner, with respect to the return of a Capital Contribution, or distributions or allocations of income, gain, losses, deductions, credits or items thereof." (Andrew Dec., Ex. A, pg. 14).

The Partnership Agreement also provides in section 4.7 entitled "Liquidating Proceeds" which specifies the manner in which funds are to be distributed to the partners:

> "Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Partnership, or when any Partner's interest is liquidated, all items of income and loss first shall be allocated to the Partners' Capital Accounts under this Article Four, and other credits and deductions to the Partners' Capital Accounts shall be made before the final distribution is made. The final distribution to the Partners shall be made to the Partners to the extent of and in proportion to their positive Capital Account balances." (Andrew Dec., Ex. A, pg. 16).

Eight days after making these transfers, on September 12, 2024 LFM filed the present case for Debtor, the LFM Bankruptcy Case, and cases for 57 other entities. LFM maintains that it solicited and obtained sufficient authority as a percentage of the ownership for this filing from the partners of Debtor. There is no dispute that LFM never obtained any authorization to transfer $2,366,418.00 from Debtor's accounts to itself.

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LFM was fully aware it would be filing a bankruptcy petition for Debtor immediately after transferring the funds to itself. For that reason, the bankruptcy filings were part of a common plan or scheme carried out by LFM to benefit itself and Mattson by first acquiring the funds and then preventing any challenge to these transfers due to the bankruptcy filings.

The transfers and subsequent bankruptcy filing carried out by LFM was also clearly improper as Debtor was solvent at all times. This is demonstrated by the list of 20 largest creditors filed on behalf of Debtor by LFM on September 25, 2024 a copy of which is attached to the concurrently filed Request for Judicial Notice and marked as Exhibit C. The list is entirely blank as there were no creditors for Debtor at the time of the bankruptcy case filing.

This is further demonstrated by the schedules filed on behalf of Debtor by LFM on November 15, 2024 a copy of which is attached to the concurrently filed Request for Judicial Notice and marked as Exhibit D. The schedules list a total of three claims totaling $23,615.62 of which LFM claims for itself the sum of $18,798.64 as an “unpaid distribution.” These claims are set forth in Schedule F as follows:

Line	Nonpriority Creditor's Name	Address 1	Address 2	City	State	Zip	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.1	A & G Cleaning	Address on file					Trade					$70.00
3.2	Home Tax Service of America, Inc., dba LeFever Mattson Property Management	6359 Auburn Blvd.		Citrus Heights	CA	95621	Payroll, maintenance and other expense reimbursements					$4,748.98
3.3	LeFever Mattson, a California Corporation	6359 Auburn Blvd.		Citrus Heights	CA	95621	Unpaid Distribution					$18,796.64
									TOTAL:			$23,615.62

(RJN, Ex. D, pg. 24).

Since the filing of the bankruptcy case for Debtor, LFM has sought extensions of the exclusivity period pursuant to 11 U.S.C. §1121. The first was on January 27, 2025 a copy of which is attached to the concurrently filed Request for Judicial Notice and marked as Exhibit E. In this order the Court ordered LFM to provide an explanation of the pre-filing transfers as follows: “The Debtors will provide a statement explaining the pre-petition transfers from Live Oak to Debtor LeFever Mattson, a California corporation, immediately prior to the filing of their voluntary petitions.” (RJN Ex. E, pg. 3:5-6, ¶9).

On February 17, 2025 LFM delivered the statement ordered by this Court and a copy is attached to the concurrently filed Request for Judicial Notice and marked as Exhibit G. In this statement, LFM confirmed the sale price of Southwood Apartments, the receipt of the funds from the sale, the transfers to LFM, and the lack of any transfers to the other partners. This statement confirms Debtor was solvent when the petition was filed as well as the lack of any creditors.

LFM subsequently sought and was granted a second extension of the exclusivity period by an order of this Court entered on April 3, 2025 a copy of which is attached to the concurrently filed Request for Judicial Notice and marked as Exhibit F. LFM has taken steps to maintain Debtor in a state of unresolved status for as long as possible. LFM has demonstrated it will seek to collect additional funds from Debtor as reflected in schedule F where LFM listed itself as the largest creditor of Debtor with an “unpaid distribution” of $18,798.64. None of the other partners of Debtor appear anywhere in the schedules.

As a result of these actions, the Creditors Andrew Revocable Trust dated June 21, 2001 and the Burgess Trust dated October 9, 2006 (hereinafter collectively “Creditors”) have sought to have a Chapter 11 Trustee appointed for Debtor, which LFM has opposed. That motion has been pending since May of 2025.

Given the ongoing obstructionist tactics by LFM, Creditors called a meeting of the partnership of Debtor which was held on October 9, 2025. The notice of meeting was duly served on all partners of Debtor including LFM and was also filed in the bankruptcy case for Debtor and for LFM. (See docket entry No. 2530 for LFM and docket entry No. 29 for debtor).

At that meeting, in which LFM appeared and participated through the presence of Bradley Sharp as the Chief Restructuring Officer and through counsel David Taylor, the partnership voted to remove LFM as the general partner of Debtor, to appoint Mr. Andrew as general partner and president, to remove Keller Benvenutti Kim LLP as counsel for Debtor, and to retain the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor.

As a result of that vote, neither Mr. Sharp nor Keller Benvenutti Kim LLP has any authority to act on behalf of Debtor. Only the general partner has such authority under the terms of the partnership agreement for Debtor. In order to give effect to the vote of the partnership, and for all of the reasons stated above, Debtor present the current motions to the Court.

IV. LEGAL ARGUMENT

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A. Motion for approval of the employment of Law Offices of Thomas P. Kelly III P.C.

1. Current status of Debtor.

In the present case, Debtor is a limited partnership with no employees, no assets other than a bank account, and no ongoing business operations of any kind. The total liabilities appear to be less than $50,000 but is by no means certain. LFM has not been forthcoming about the status of Debtor's liabilities, and there are potential off-book investors. Neither are known with certainty due to the ongoing obstruction and opposition by LFM to the efforts of Creditors to investigate the financial status of Debtor. At present it appears that Debtor has funds on deposit of approximately $3,125,105.03 in a money market account held with EastWest Bank bearing account number XXXXX1329.

2. Retention.

On October 10, 2025 after the partnership vote Debtor, through Mr. Andrew acting as general partner, entered into a representation agreement with the Law Offices of Thomas P. Kelly III P.C., a true and correct copy of which is attached to the declaration of Thomas P. Kelly III and marked as Exhibit A. This agreement provides for the hourly rates charged by counsel. There were no fees due to Mr. Kelly prior to the execution of the agreement. Mr. Kelly has extensive experience in bankruptcy matter having been a certified specialist in the field by the California State Bar since 2020, and is duly admitted to practice law in the State of California, State of Oregon, and the District of Columbia. Mr. Kelly is also "AV" rated by Martindale Hubbell, and has been handling adversary proceedings and bankruptcy cases under chapters 7, 11, and 13 for more than 20 years. Accordingly, Mr. Kelly has the necessary experience to deal effectively with the potential legal issues that may arise in this case.

3. Scope of Services.

Mr. Kelly's services are appropriate and necessary to enable the Debtor to execute its duties as the debtor and the debtor in possession faithfully and to implement restructuring and/or reorganization as required by the conditions of this case. This application requests that the Court approve Mr. Kelly's employment by the Debtor to render the following professional services:

(a) Prepare on behalf of the Debtor, as debtor in possession, all necessary or

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appropriate motions, applications, answers, orders, reports, and other papers in connection with the administration of the Debtor's bankruptcy estate;

(b) To take all necessary or appropriate actions in connection with a plan of reorganization and all related documents, and such further actions as may be required in connection with the administration of the Debtor's estate;

(c) Take all necessary actions to protect and preserve the Debtor's estate including the prosecution of actions on the Debtor's behalf, the defense of any actions commenced against the Debtor, the negotiation of disputes in which the Debtor are involved, and the preparation of objections to claims filed against the Debtor' estate; and

(d) Perform all other necessary legal services in connection with the prosecution of the Chapter 11 Case.

It is necessary for the Debtor to employ attorneys to render the foregoing professional services. Subject to this Court's approval of the Application, Mr. Kelly is willing to serve as Debtor' general bankruptcy counsel and to perform the services described.

4. Disinterestedness.

Mr. Kelly is a "disinterested person" pursuant to 11 U.S.C. §327(a) and 11 U.S.C. §101(14) of the Bankruptcy Code because he is not and never has been an equity security holder, partner, or insider of the Debtor. Mr. Kelly has not within the two (2) years before the Petition Date been a director, officer or employee of the Debtor. Mr. Kelly does not have any interest materially adverse to the interests of Debtor, the bankruptcy estate, or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the Debtor or for any reason.

Mr. Kelly did represent Creditors Andrew Revocable Trust dated June 21, 2001 and the Burgess Trust dated October 9, 2006 as partners in Debtor in an effort to have a chapter 11 trustee appointed for the debtor, which was opposed by LFM. This representation was fully disclosed to the partnership prior to the vote on October 9, 2025. Mr. Kelly has never been paid any sum of money by Debtor at any time, and has zero pre-petition claims against the Debtor. Mr. Kelly does not hold or represent any interest adverse to the estate, and instead represented these creditors in an effort to protect assets of the estate against LFM and its counsel who made the unlawful and preferential transfers to themselves mere days prior the filing of the petition as outlined above.

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5. Compensation.

Mr. Kelly has received zero payments to date from the Debtor. As set forth in that agreement, Mr. Kelly's hourly rate is $450 per hour, which is his current customary hourly rate, and submits that such rates are reasonable in light of his experience and the complexity of the work involved. Mr. Kelly will also seek reimbursement of its expenses pursuant to the terms in the agreement, which generally involve passing through all properly reimbursable expenses to the client at cost.

Mr. Kelly hereafter intends to apply to the Court for allowance of compensation and reimbursement of expenses in accordance with 11 U.S.C. §330 and the *Guidelines for Reviewing Applications for Compensation* established by the Office of the United States Trustee, for all services performed and expenses incurred after the approval of this application.

B. Motion for withdrawal of Debtor from the Court's Joint Administration order.

On September 20, 2024 this Court entered a joint administration order bearing docket entry number 45 in the LFM case. This order stated the Court retains jurisdiction over the order: "This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order." A copy of this order is attached to the concurrently filed Request for Judicial Notice and marked as Exhibit H.

Debtor moves the Court for an order withdrawing Debtor's case from the application of the joint administration order. Debtor is not insolvent, nor have any creditor claims been identified in the main case which are presented against Debtor which cannot be administered through Debtor's individual plan. Further, Mr. Andrew as the general partner of Debtor no longer consents to the application of this joint administration order to Debtor's case as it presents a needless expense in terms of legal fees incurred for compliance with its terms. Further, this order presents zero material benefit to the Debtor.

B. Motion for withdrawal of Debtor from Chapter 11 plan and disclosure statement.

On September 5, 2025 LFM filed a chapter 11 plan of reorganization purportedly applicable to the Debtor bearing docket entry number 2226 in the main case. This plan apparently seeks to take 100% of the funds of Debtor to be used in a 'pot plan' whereby creditors

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of entities unrelated to Debtor will receive payments for non-existent claims against Debtor. This plan was filed and served without *any* disclosure statement, and without even the pretense of the seeking approval of a disclosure statement prior to presenting the plan.

It is foundational bankruptcy law for a Chapter 11 case that creditors and stakeholders receive clear, accurate, and sufficient information to make informed decisions about the proposed plan. This is an absolute requirement so that creditors can vote on the plan in an informed manner, allows for the appropriate level of Court oversight, and prevents misleading statements by debtors-in-possession to solicit voting support for the plan. It is an absolute requirement under 11 U.S.C. § 1125(b) that a disclosure statement be filed and approved *before* the plan can be distributed for voting. This ensures the process follows a structured time line, allowing for proper notice, hearings, and objections. It is a critical safeguard to ensure transparency, informed decision-making, and compliance with the Bankruptcy Code.

In the present case, LFM filed a plan that directly applies to and impacts Debtor without any prior notice, without *any* disclosure statement, whether approved or not. This was a violation of one of the fundamental rules of the reorganization process.

For all of these reasons, Debtor moves the Court for an order withdrawing Debtor from this plan entirely. The plan is fatally flawed as it lacks the necessary notice, disclosures, and was filed without regard to the specific problems in Debtor's case. Namely, that LFM transferred millions to itself from Debtor only days prior to the petition, and has now presented a plan that seeks to shield itself from the liability created by those actions.

Mr. Andrew as the general partner of Debtor no longer consents to the presentation of this plan to any creditors of Debtor as it appears to be materially false, and is not in the best interest of Debtor or the creditors of Debtor. Further, it presents a needless expense in terms of legal fees incurred to review it, and presents zero material benefit to the Debtor.

Dated: October 21, 2025

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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.	Case No. 24-10545 (CN) (Lead Case) Chapter 11 (Jointly Administered) REQUEST FOR JUDICIAL NOTICE Date: November 19, 2025 Time: 11:00AM Judge: Hon. Charles Novack Court: 1300 Clay Street Courtroom 215 Oakland, California 94612 Via teleconference Date filed: September 12, 2024

REQUEST FOR JUDICIAL NOTICE

William Andrew as the general partner of the Debtor-in-possession Live Oak Investments LP (hereinafter "Debtor") hereby requests that the Court take judicial notice of the matters set forth below in support of Creditors' in support of Debtor's motion for an order to (1) substitute the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor, (2) withdrawal of Debtor

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the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor, (2) withdrawal of Debtor from the Court's Joint Administration order for the present case, and (3) withdrawal of Debtor from the Chapter 11 plan and associated disclosure statement filed by prior counsel for Debtor.

This request is made pursuant to Rule 201 of the Federal Rules of Evidence as the Court may take judicial notice of any matter that is not subject to reasonable dispute because it is generally known within the trial court's territorial jurisdiction (FRE §201(b)(1)) and can be accurately and readily determined from sources whose accuracy cannot reasonably be questioned. (FRE §201(b)(2)) In this instance, the matters which are the subject of this request are the Court's records for the present bankruptcy case and that of *LeFever Mattson Inc*. bearing case number 24-10545 both of which meet the criteria set forth in FRE §201. These documents are further authenticated by the concurrently filed Declaration of Thomas P. Kelly III.

The specific matters for which judicial notice is requested are as follows:

Exhibit A: The Omnibus List of Equity Security Holders filed by LeFever Mattson Inc. on November 15, 2024 bearing docket entry number 353 in the parallel bankruptcy case of *LeFever Mattson Inc*. bearing case number 24-10545 currently pending before this Court.

Exhibit B: The operating report for Debtor Live Oak Investments LP filed on October 28, 2024 bearing docket entry 209 in the parallel bankruptcy case of *LeFever Mattson Inc*. bearing case number 24-10545 currently pending before this Court.

Exhibit C: The list of 20 largest creditors of Debtor Live Oak Investments LP filed on September 25, 2024 bearing docket entry 87 in the parallel bankruptcy case of *LeFever Mattson Inc*. bearing case number 24-10545 currently pending before this Court.

Exhibit D: The schedules for Debtor Live Oak Investments LP filed on November 15, 2024 bearing docket entry 310 in the parallel bankruptcy case of *LeFever Mattson Inc*. bearing case number 24-10545 currently pending before this Court.

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Exhibit E: The order of this Court entered on January 26, 2025 granting the motion to extend plan exclusivity in the present case bearing docket entry 680 in the parallel bankruptcy case of *LeFever Mattson Inc*. bearing case number 24-10545 currently pending before this Court.

Exhibit F: The order of this Court entered on April 3, 2025 granting the motion to extend plan exclusivity in the present case bearing docket entry 1221 in the parallel bankruptcy case of *LeFever Mattson Inc*. bearing case number 24-10545 currently pending before this Court.

Exhibit G: The statement from LeFever Mattson Inc. dated February 17, 2025 as ordered by this Court in Exhibit E hereto.

Exhibit H: September 20, 2024 joint administration order bearing docket entry number 45 in the LFM case.

Dated: October 21, 2025

Thomas P. Kelly III

Thomas P. Kelly III
Attorney at Law

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EXHIBIT A

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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 **OMNIBUS LIST OF EQUITY SECURITY HOLDERS**

[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.

Debtor Name	**Investor Name**	**Percentage of Interest**
Apan Partners LLC	Unknown	
Autumn Wood I, LP	Bill & Cheryl Reese	2.6630%
Autumn Wood I, LP	Carolyn Lee Haslip Living Trust	4.8820%
Autumn Wood I, LP	Christopher W. Koerner	1.4790%
Autumn Wood I, LP	Dandona Family Trust dtd Nov 30, 2005	1.7750%
Autumn Wood I, LP	Ekaterina Alexandra Sowers	1.4790%
Autumn Wood I, LP	Ganyo Revocable Family Trust, dtd August 13, 1998	4.4380%
Autumn Wood I, LP	Janet Brandi Dobbs Living Trust dtd July 25, 2000	4.1720%
Autumn Wood I, LP	Jody Craig Niccolson	0.8875%
Autumn Wood I, LP	Kathleen Hamlin Living Trust, dtd July 2, 2008	4.7930%
Autumn Wood I, LP	Keith & Anne Gockel Rev Trust dtd May 17, 2013	2.4850%
Autumn Wood I, LP	Kevan M & Pik L Smith Living Trst dtdSept 20, 2001	2.6630%
Autumn Wood I, LP	Larissa Michelle Koerner	1.4800%
Autumn Wood I, LP	LeFever Mattson	35.6650%
Autumn Wood I, LP	Mark J. & Lori D. Rossi Living Trust June 1, 2000	0.8880%
Autumn Wood I, LP	Nancy Niccolson	0.8875%
Autumn Wood I, LP	Natalie Duke	0.8875%
Autumn Wood I, LP	Nora Basso	0.8875%
Autumn Wood I, LP	Olson, John B., Jr & Amy W.	3.7640%
Autumn Wood I, LP	PolyComp Trst Co CDN, FBO Amy LeFever IRA # 044031	0.5330%
Autumn Wood I, LP	PolyComp Trst Co, FBO Timothy LeFever IRA # 044030	1.1890%
Autumn Wood I, LP	Richard Parro IRA # 044045	3.9940%
Autumn Wood I, LP	Sylvie Magnes Cohen Family Trust	3.9060%
Autumn Wood I, LP	The Gregory Scott Montalvo Living Trust	2.6630%
Autumn Wood I, LP	The Kevin & Kim Farrell Living Trust April 6, 2005	4.4380%
Autumn Wood I, LP	Thomas, Alice Diane	2.2190%
Autumn Wood I, LP	Trembath, Raymond	4.8820%
Bay Tree, LP	Unknown	
Beach Pine, LP	David P. Fisher Revocable Trust	4.1550%
Beach Pine, LP	Hayashi: Januth Kei Hayashi Trust dtd May 4, 2012, Januth Kei Hayashi, Trustee	4.1554%
Beach Pine, LP	Kelly L. Resendez	4.1550%
Beach Pine, LP	KS Mattson Partners	9.8994%
Beach Pine, LP	LeFever Mattson	38.5735%
Beach Pine, LP	Manuel and Theresita Cabacungan FamilyTrust4/12/96	4.1550%
Beach Pine, LP	Michael A. & Teri L. Kraemer	9.9730%
Beach Pine, LP	Olson, John B., Jr & Amy W.	4.1550%
Beach Pine, LP	Peter S. Strickland Trust dated May 4, 2012	4.1550%
Beach Pine, LP	Ravindra Ambatipudi & Kamala Sistla Rev Liv Trust	4.1550%
Beach Pine, LP	The Renaud Family Trust estb, February 5, 2001	8.3110%
Beach Pine, LP	Walker Family Trust dtd December 15, 2006	4.1550%
Bishop Pine, LP	Arnold Yee & Ruane Hayashi-Yee Trust	3.7048%
Bishop Pine, LP	Carrillo, Ismael and Erin	2.4698%
Bishop Pine, LP	Christopher Joseph and Sarah Yourd Bannon Fam Tst	3.0873%
Bishop Pine, LP	David J. Grenier Living Trust	3.0873%
Bishop Pine, LP	Guilford, Debbie J. & Thomas J.	1.8524%
Bishop Pine, LP	Harper LLC	14.5103%
Bishop Pine, LP	HG Global Properties, LLC	2.9638%
Bishop Pine, LP	Jerome F. & Anne L. Stasik	0.6175%
Bishop Pine, LP	Kent A. Zboray Living Trust	1.2349%
Bishop Pine, LP	LeFever Mattson	43.7134%
Bishop Pine, LP	Lisa Swarbrick Separate Property Trust	3.6659%
Bishop Pine, LP	Margaret Orlich Trust dtd September 26, 2003	9.2248%
Bishop Pine, LP	Olson, John B., Jr & Amy W.	4.4210%
Bishop Pine, LP	Specht Living Trust	3.6659%
Bishop Pine, LP	Warren & Hope Elliott	1.7809%
Black Walnut, LP	Benson Family 1999 Trust	16.3350%
Black Walnut, LP	Keith & Anne Gockel Rev Trust dtd May 17, 2013	10.1120%
Black Walnut, LP	LeFever Mattson	56.8010%

Debtor Name	Investor Name	Percentage of Interest
Black Walnut, LP	Mullin Family Trust	5.5840%
Black Walnut, LP	Muscat, Raymond & Laurie J Sano	11.1680%
Buck Avenue Apartments, LP	Abad Family Trust dtd 12/9/02	1.2592%
Buck Avenue Apartments, LP	Alexander Suhonos Trust	1.0581%
Buck Avenue Apartments, LP	Bill & Cheryl Reese	2.5184%
Buck Avenue Apartments, LP	Bobetsky Family Trust	3.1744%
Buck Avenue Apartments, LP	Chase Family Trust restated 1992	5.2906%
Buck Avenue Apartments, LP	Crane Living Trust	2.1162%
Buck Avenue Apartments, LP	Davis Family Trust	2.6453%
Buck Avenue Apartments, LP	Girardi Revocable Living Trust	2.1162%
Buck Avenue Apartments, LP	Jack & Hilda Harouni Revocable Living Trust	1.5277%
Buck Avenue Apartments, LP	Januth Kei Hayashi Trust dtd May 4, 2012	1.7740%
Buck Avenue Apartments, LP	John D. & Laurel E. Bruce TTEE	3.0553%
Buck Avenue Apartments, LP	Kevan M & Pik L Smith Living Trst dtdSept 20, 2001	1.6789%
Buck Avenue Apartments, LP	Koerner Family Trust dtd October 4, 1995	7.4207%
Buck Avenue Apartments, LP	LeFever Mattson	10.1585%
Buck Avenue Apartments, LP	Lisa Swarbrick Separate Property Trust	0.7936%
Buck Avenue Apartments, LP	Lori Morgan Trust	1.5872%
Buck Avenue Apartments, LP	Luis Urbano & Elizabeth Naomi Martinez Int Viv Trust	3.2661%
Buck Avenue Apartments, LP	Margaret A. Duke Revocable Trust	2.2915%
Buck Avenue Apartments, LP	McCartney Family Living Trust dtd Nov 12, 1997	2.1162%
Buck Avenue Apartments, LP	Miller Family Trust	2.1162%
Buck Avenue Apartments, LP	Morse Family Trust	1.6577%
Buck Avenue Apartments, LP	Nikolai Suhonos Trust	1.0581%
Buck Avenue Apartments, LP	Olson, John B., Jr & Amy W.	0.4197%
Buck Avenue Apartments, LP	Peter S. Strickland Trust dated May 4, 2012	1.7740%
Buck Avenue Apartments, LP	Peter Suhonos Trust	1.0581%
Buck Avenue Apartments, LP	Richard M. Little & Jeanne Curran-Little	1.1827%
Buck Avenue Apartments, LP	Richard Parro IRA # 044137	1.4814%
Buck Avenue Apartments, LP	Richard V & Carolyn C Treakle Revoc Trust	5.9993%
Buck Avenue Apartments, LP	Schroyer Family Trust	6.8620%
Buck Avenue Apartments, LP	Scott, Laura C.	2.1288%
Buck Avenue Apartments, LP	Sidney Mar	1.8888%
Buck Avenue Apartments, LP	Sloan Revocable Trust,utd dtd November 16, 2005	2.8384%
Buck Avenue Apartments, LP	Specht Living Trust	0.7936%
Buck Avenue Apartments, LP	Suhonos Family Trust dtd January 5, 1999	2.1162%
Buck Avenue Apartments, LP	Taffe, Norman	1.0581%
Buck Avenue Apartments, LP	Taneja, Aneeta	1.1457%
Buck Avenue Apartments, LP	Taneja, Mukesh	1.1457%
Buck Avenue Apartments, LP	Traynor, Michelle	2.1162%
Buck Avenue Apartments, LP	Wichael Declaration Trust dtd July 27, 1987	2.1366%
Buck Avenue Apartments, LP	Wold, Anthony and Jodene	1.5872%
Buck Avenue Apartments, LP	Wright & Martinez Family Trust dtd Feb 27, 2001	1.5872%
Buckeye Tree, LP	Davis, Leah M. & Douglas S.	7.2200%
Buckeye Tree, LP	Di Marco Revocable Trust dtd July 14, 2004	7.2200%
Buckeye Tree, LP	Kevin Ziegenmeyer	3.2500%
Buckeye Tree, LP	Lance Jordan	3.2500%
Buckeye Tree, LP	LeFever Mattson	16.2030%
Buckeye Tree, LP	Mark and Janet Bennett	3.2500%
Buckeye Tree, LP	Reynolds, Randall N.	5.8180%
Buckeye Tree, LP	Tenorio, Pete and Valerie	6.8590%
Buckeye Tree, LP	Thomas and Lisa Swarbrick	7.2200%
Buckeye Tree, LP	Thomas Jr and Robin L Azzalina Rev Trust	10.8300%
Buckeye Tree, LP	Van't Hul Revocable Living Trust May 15, 2000	14.4400%
Buckeye Tree, LP	Walker Family Trust dtd December 15, 2006	14.4400%
Bur Oak, LP	Hill Trust Agreement February 7, 1991	8.2533%
Bur Oak, LP	Kevin L. & Racquel V. Goodwin Living Trust	2.3249%
Bur Oak, LP	Lawrence A. & Shirley Deckard	2.7511%
Bur Oak, LP	LeFever Mattson	37.3166%

Debtor Name	Investor Name	Percentage of Interest
Bur Oak, LP	Mark and Janice Thomas	7.6613%
Bur Oak, LP	Ramon Velasquez	0.9299%
Bur Oak, LP	Reuben Velasquez	4.6498%
Bur Oak, LP	Revocable Living Trust of Daren W. Dirkse	5.5022%
Bur Oak, LP	Rowena Velasquez	1.3949%
Bur Oak, LP	Susan J. Sandberg & Peter J. Sandberg	2.7511%
Bur Oak, LP	Thomas and Beverly Franza	13.7555%
Bur Oak, LP	Timothy and Leslie Blanchard	5.5022%
Bur Oak, LP	Velasquez, Raoul L. & Felicitas V.	1.1624%
Bur Oak, LP	Velasquez, Richard	2.7898%
Bur Oak, LP	William & Regina Parkinson	3.2548%
Butcher Road Partners, LLC	Unknown	
California Investment Properties, a California corporation	Home Tax Service of America, Inc.	100.0000%
Cambria Pine, LP	Keith & Anne Gockel Rev Trust dtd May 17, 2013	11.2613%
Cambria Pine, LP	Kirkland Family Trust UDT, dtd November 10, 2013	15.2000%
Cambria Pine, LP	LeFever Mattson	28.7189%
Cambria Pine, LP	Loux Family Living Trust	11.0360%
Cambria Pine, LP	Mattson, Sharon	5.6306%
Cambria Pine, LP	Revocable Living Trust of Daren W. Dirkse	5.6306%
Cambria Pine, LP	Standiford Family Trust dated October 8, 1998	11.2613%
Cambria Pine, LP	Suhonos Family Trust dtd January 5, 1999	11.2613%
Chestnut Oak, LP	Butler Trust	15.9354%
Chestnut Oak, LP	Hicks, Donald L or Kimberlie	13.2486%
Chestnut Oak, LP	Keith & Anne Gockel Rev Trust dtd May 17, 2013	7.9491%
Chestnut Oak, LP	LeFever Mattson	2.3262%
Chestnut Oak, LP	Mark and Janet Bennett	18.7500%
Chestnut Oak, LP	Michael & Joellen Teifel	10.9894%
Chestnut Oak, LP	Revocable Living Trust of Daren W. Dirkse	13.2486%
Chestnut Oak, LP	Riley 1994 Revocable Trust	17.5528%
Country Oaks I, LP	Avila Family Trust	2.6500%
Country Oaks I, LP	Crane, Charles E.	3.1170%
Country Oaks I, LP	Crane, Stephen M.	3.1170%
Country Oaks I, LP	Dana L Conway	1.9480%
Country Oaks I, LP	Daniel H. Goff	1.9490%
Country Oaks I, LP	Edgar, Charles H & Cathleen W	3.8970%
Country Oaks I, LP	Gitsham Family Trust	4.6760%
Country Oaks I, LP	Kathleen Hamlin Living Trust, dtd July 2, 2008	7.7940%
Country Oaks I, LP	Kristianne Goff	1.9480%
Country Oaks I, LP	KS Mattson Partners	3.1170%
Country Oaks I, LP	Laura Goff O'Connor	1.9490%
Country Oaks I, LP	LeFever Mattson	10.2630%
Country Oaks I, LP	Long, Stephen M & Holli L	3.1170%
Country Oaks I, LP	Manfred K Fisher Family Trust dtd May 25, 2006	7.7940%
Country Oaks I, LP	Peter N Loukianoff Family Trust dtd April 12, 2008	1.5607%
Country Oaks I, LP	Steven and Desiree Osterback Trst, April 20, 2016	2.5180%
Country Oaks I, LP	Taffe, Jillian	1.1690%
Country Oaks I, LP	Taffe, Norman	1.1690%
Country Oaks I, LP	Taneja, Aneeta	4.6760%
Country Oaks I, LP	The Willis McKelvey Rice	11.6990%
Country Oaks I, LP	Van't Hul Revocable Living Trust May 15, 2000	3.5070%
Country Oaks I, LP	Ward M & Anne C Pitman Trust dtd January 11, 2006	4.6760%
Country Oaks I, LP	Wilcox, Donald E.	3.1170%
Country Oaks I, LP	WL/PD Mattson Trust	2.3380%
Country Oaks I, LP	Yi, Kyung	3.1170%
Country Oaks I, LP	Young Family Trust	3.1170%
Divi Divi Tree, L.P.	KS Mattson Partners	48.4670%
Divi Divi Tree, L.P.	LeFever Mattson	17.6326%
Divi Divi Tree, L.P.	LeFever, Tim & Amy	19.4583%
Divi Divi Tree, L.P.	Richard V & Carolyn C Treakle Revoc Trust	14.4421%

Debtor Name	Investor Name	Percentage of Interest
Douglas Fir Investments, LP	Jack & Hilda Harouni Revocable Living Trust	16.5480%
Douglas Fir Investments, LP	LeFever Mattson	60.7910%
Douglas Fir Investments, LP	Richard V & Carolyn C Treakle Revoc Trust	22.6610%
Firetree I, LP	LeFever Mattson	100.0000%
Firetree II, LP	LeFever Mattson	100.0000%
Firetree III, LP	LeFever Mattson	100.0000%
Foxtail Pine, LP	Albers, Kenneth W.	16.6927%
Foxtail Pine, LP	Brady Family Trust	8.1534%
Foxtail Pine, LP	Fleming Family Trust	9.2331%
Foxtail Pine, LP	LeFever Mattson	46.2719%
Foxtail Pine, LP	Rogers Revocable Living Trust	10.1136%
Foxtail Pine, LP	Wold, Anthony and Jodene	9.5353%
Ginko Tree, LP	Blattman, Keith and Maria	6.3485%
Ginko Tree, LP	Daniel & Mary Goff Declaration of Trust	4.7614%
Ginko Tree, LP	Diann Van Nortwick Tilley Trust	6.0311%
Ginko Tree, LP	Hines Family Trust	3.1742%
Ginko Tree, LP	James E & Karen R Wofford Revoc Trst Feb 26, 2004	4.4439%
Ginko Tree, LP	Kevin Ziegenmeyer	3.5000%
Ginko Tree, LP	LeFever Mattson	19.5702%
Ginko Tree, LP	Mark and Janet Bennett	3.5000%
Ginko Tree, LP	Mitzi A. Brown Revocable Trust dtd Dec 18, 1978	6.3485%
Ginko Tree, LP	Olson, John B., Jr & Amy W.	6.3485%
Ginko Tree, LP	Velasquez, Raoul L. & Felicitas V.	15.2931%
Ginko Tree, LP	Velasquez, Richard	14.3322%
Ginko Tree, LP	Williams, Elizabeth F.	6.3485%
Golden Tree, LP	Unknown	
Hagar Properties, LP	2005 Jeffrey B. Murphy & Michelle L Murphy Revoc T	4.8110%
Hagar Properties, LP	Christopher and Donna McCartney	9.6220%
Hagar Properties, LP	Kathleen Hamlin Living Trust, dtd July 2, 2008	9.6220%
Hagar Properties, LP	Keith & Anne Gockel Rev Trust dtd May 17, 2013	9.6220%
Hagar Properties, LP	KS Mattson Partners	19.2450%
Hagar Properties, LP	LeFever Mattson	36.3760%
Hagar Properties, LP	LeFever, Tim & Amy	4.8110%
Hagar Properties, LP	Murphy Revocable Trust dtd Nov. 2, 1995	4.8110%
Hagar Properties, LP	Scott R and Regiina A	1.0800%
Heacock Park Apartments, LP	Alekna 2002 Revocable Trust	4.7550%
Heacock Park Apartments, LP	Joy M Axelson Trust	4.2900%
Heacock Park Apartments, LP	KS Mattson Partners	6.4340%
Heacock Park Apartments, LP	LeFever Mattson	19.3040%
Heacock Park Apartments, LP	LeFever, Tim & Amy	5.7200%
Heacock Park Apartments, LP	Marcia Albers (nee Deichert)	7.3140%
Heacock Park Apartments, LP	McCartney Family Living Trust dtd Nov 12, 1997	2.1450%
Heacock Park Apartments, LP	Ogg, Kathy	8.5790%
Heacock Park Apartments, LP	Rhoads,Dolores I.	1.1440%
Heacock Park Apartments, LP	Riley 1994 Revocable Trust	7.1490%
Heacock Park Apartments, LP	Robert Dean Rhoads	2.2880%
Heacock Park Apartments, LP	Ruth Elain Tillman	2.2880%
Heacock Park Apartments, LP	Standiford Family Trust dated October 8, 1998	5.7190%
Heacock Park Apartments, LP	Suhonos Family Trust dtd January 5, 1999	5.7190%
Heacock Park Apartments, LP	The Charles and Audrey Hermle Living Trust dtd 2/26/15	4.2900%
Heacock Park Apartments, LP	The Gregory Scott Montalvo Living Trust	6.4340%
Heacock Park Apartments, LP	Wichael Declaration Trust dtd July 27, 1987	6.4290%
Home Tax Service of America, Inc.	LeFever Mattson	66.6667%
Home Tax Service of America, Inc.	Mark Bennett	33.3333%
LeFever Mattson I, LLC	Unknown	
LeFever Mattson, a California corporation	Kenneth W. Mattson	50.0000%
LeFever Mattson, a California corporation	Timothy LeFever	50.0000%
Live Oak Investments, LP	Anderson 2001 Revocable Trust dated June 12, 2001	7.8587%
Live Oak Investments, LP	Chase Family Trust restated 1992	9.5320%

Debtor Name	Investor Name	Percentage of Interest
Live Oak Investments, LP	Davis, Ray and Kim	6.9155%
Live Oak Investments, LP	Fleming Family Trust	11.5635%
Live Oak Investments, LP	Fox Family Trust dtd May 24, 2002	10.0565%
Live Oak Investments, LP	Girardi Revocable Living Trust	7.0731%
Live Oak Investments, LP	LeFever Mattson	21.6227%
Live Oak Investments, LP	Ogg, Kathy	7.4406%
Live Oak Investments, LP	PO Box 1145	4.0067%
Live Oak Investments, LP	The Willis McKelvey Rice	5.9172%
Live Oak Investments, LP	William N Andrew and Sally G Andrew Revocable Trust dtd 6/21	8.0135%
Monterey Pine, LP	Alan or Lekili Hubbard	5.4900%
Monterey Pine, LP	Chris D & Maria E Bushey	3.0140%
Monterey Pine, LP	Christopher W. Koerner	4.3500%
Monterey Pine, LP	Hines Declaration of Trust dtd October 18, 2005	3.1070%
Monterey Pine, LP	James R & Shirley E Sweetman Family Trust	4.0080%
Monterey Pine, LP	John D. & Laurel E. Bruce Rev Trust dtd July3,1992	4.7040%
Monterey Pine, LP	John N. McFadden & Jeri Smith- McFadden	4.6610%
Monterey Pine, LP	Keith & Anne Gockel Rev Trust dtd May 17, 2013	5.4380%
Monterey Pine, LP	LeFever Mattson	38.8160%
Monterey Pine, LP	Lydia R. Zboray Revocable Trust dtd 10/17/17	3.1070%
Monterey Pine, LP	Margaret Thomas Rev Trust dtd September 21, 2005	6.2150%
Monterey Pine, LP	Standiford Family Trust dated October 8, 1998	3.1070%
Monterey Pine, LP	The Lessler Family Trust dtd September 28, 1998	7.7680%
Monterey Pine, LP	Wichael Declaration Trust dtd July 27, 1987	6.2150%
Napa Elm, LP	LeFever Mattson	100.0000%
Nut Pine, LP	2005 Jeffrey B. Murphy & Michelle L Murphy Revoc T	6.3900%
Nut Pine, LP	Christopher Joseph and Sarah Yourd Bannon Fam Tst	2.9850%
Nut Pine, LP	Gitsham Family Trust	6.3900%
Nut Pine, LP	Gralee Properties, LLC	6.9020%
Nut Pine, LP	John D. & Laurel E. Bruce Rev Trust dtd July3,1992	3.7310%
Nut Pine, LP	Lanning Family Trust	3.7310%
Nut Pine, LP	LeFever Mattson	38.1540%
Nut Pine, LP	Margaret Orlich Trust dtd September 26, 2003	3.7330%
Nut Pine, LP	Olson Declaration of Trust dtd May 21, 2001	3.7310%
Nut Pine, LP	Sandy T Lui & Sherman S. Luk	3.7310%
Nut Pine, LP	Suhonos Family Trust dtd January 5, 1999	11.1940%
Nut Pine, LP	The Willis McKelvey Rice	3.7310%
Nut Pine, LP	Thomas Jr and Robin L Azzalina Rev Trust	5.5970%
Pinecone, LP	KS Mattson Partners	Unknown
Pinecone, LP	LeFever Mattson	Unknown
Pinewood Condominiums, LP	Anderson 2001 Revocable Trust dated June 12, 2001	5.1957%
Pinewood Condominiums, LP	Autry Lopez Family Rev Trust dtd July 7, 2000	7.3423%
Pinewood Condominiums, LP	Blattman, Keith and Maria	3.7291%
Pinewood Condominiums, LP	Catherine Mackenzie Cook	0.7458%
Pinewood Condominiums, LP	Davis, Leah M. & Douglas S.	1.3050%
Pinewood Condominiums, LP	Gorr, Mark S	3.7291%
Pinewood Condominiums, LP	Hanson Family 2002 Trust dtd January 23, 2002	4.6614%
Pinewood Condominiums, LP	Harding 2003 Revocable Trust dtd December 23, 2003	13.0518%
Pinewood Condominiums, LP	Kenneth J. & Catherine M. Cook	0.7458%
Pinewood Condominiums, LP	Kent A. Zboray Living Trust	2.7968%
Pinewood Condominiums, LP	LeFever Mattson	18.9230%
Pinewood Condominiums, LP	Lydia R. Zboray Revocable Trust dtd 10/17/17	2.7970%
Pinewood Condominiums, LP	Mullin Family Trust	7.4582%
Pinewood Condominiums, LP	Rennie, Mary	7.8311%
Pinewood Condominiums, LP	Rhoads,Dolores I.	4.3188%
Pinewood Condominiums, LP	Taffe, Jillian	1.8645%
Pinewood Condominiums, LP	Taffe, Norman	1.8645%
Pinewood Condominiums, LP	Thomas, Mark T & Janice A.	6.0465%
Pinewood Condominiums, LP	Traynor, Michelle	5.5936%

Debtor Name	Investor Name	Percentage of Interest
Red Cedar Tree, LP	LeFever Mattson	1.0000%
Red Cedar Tree, LP	RT Capitol Mall, LP	99.0000%
Red Mulberry Tree, LP	LeFever Mattson	1.0000%
Red Mulberry Tree, LP	RT Capitol Mall, LP	99.0000%
Red Oak Tree, LP	Adrienne Hannah Bailey	5.3780%
Red Oak Tree, LP	Lauren Ann Craft	2.0700%
Red Oak Tree, LP	LeFever Mattson	70.0520%
Red Oak Tree, LP	William G. Manor	22.5000%
Red Oak, LP	Autry Lopez Family Rev Trust dtd July 7, 2000	8.6127%
Red Oak, LP	Dalton, Dana	10.6066%
Red Oak, LP	Davis, Ray and Kim	5.8744%
Red Oak, LP	Frances C O'Brien Trust	4.7848%
Red Oak, LP	Frances C O'Brien Trust	5.7418%
Red Oak, LP	Girardi Revocable Living Trust	6.6988%
Red Oak, LP	John & Jean Kelly Revocable Trust	11.9529%
Red Oak, LP	LeFever Mattson	12.9191%
Red Oak, LP	Lisa Swarbrick Separate Property Trust	4.7848%
Red Oak, LP	Mattson, James and Rachel	9.9357%
Red Oak, LP	Peter S. Strickland Trust dated May 4, 2012	13.3036%
Red Oak, LP	Specht Living Trust	4.7848%
Red Spruce Tree, LP	Alexis A. Alekna	2.8691%
Red Spruce Tree, LP	Daniel & Mary Goff Declaration of Trust	11.4762%
Red Spruce Tree, LP	LeFever Mattson	41.4865%
Red Spruce Tree, LP	Mattson, Sharon	2.8691%
Red Spruce Tree, LP	Michael & Debra Williams	5.7381%
Red Spruce Tree, LP	Revocable Living Trust of Daren W. Dirkse	2.8691%
Red Spruce Tree, LP	Standiford Family Trust dated October 8, 1998	5.7381%
Red Spruce Tree, LP	The Charles and Audrey Hermle Living Trust dtd 2/26/15	12.9107%
Red Spruce Tree, LP	The Rick and Susan Tedford Living Trust	14.0431%
Redbud Tree, LP	Unknown	
River Birch, LP	Ah-Thai Chin & Richard	5.7766%
River Birch, LP	Alfred & Claudia Vieira Rev Living Trst dtd4/14/11	4.0430%
River Birch, LP	Barela Living Trust	28.8830%
River Birch, LP	Bogardus, Garry L. & Tammera D.	5.7766%
River Birch, LP	Carrillo, Ismael and Erin	5.7766%
River Birch, LP	Granados, Elizabeth A.	11.5532%
River Birch, LP	Guilford, Debbie J. & Thomas J.	8.6649%
River Birch, LP	Kent A. Zboray Living Trust	4.3324%
River Birch, LP	LeFever Mattson	6.8483%
River Birch, LP	Lydia R. Zboray Revocable Trust dtd 10/17/17	4.3324%
River Birch, LP	Mihelich, Frank and Rosemarie	8.2365%
River Birch, LP	Solomon Living Trust dtd March 20, 2001	5.7766%
River Tree Partners, LP	Albers, Kenneth W.	7.0137%
River Tree Partners, LP	Davis, Craig H & Kathryn M	2.9460%
River Tree Partners, LP	Dellacort Family Trust	4.7958%
River Tree Partners, LP	Dong, Jacob T. Ming & Shirley M.	5.4160%
River Tree Partners, LP	Gudnason Trust B dtd December 16, 1993	4.7351%
River Tree Partners, LP	Janice M Conrad Living Trust	2.9640%
River Tree Partners, LP	Januth Kei Hayashi Trust dtd May 4, 2012	1.1856%
River Tree Partners, LP	LeFever Mattson	20.8735%
River Tree Partners, LP	Lull Family Living Revocable Trst, dtdJan 15, 2009	4.2882%
River Tree Partners, LP	Marie A. Morse Family Trust	5.7906%
River Tree Partners, LP	Ogg, Kathy	7.1137%
River Tree Partners, LP	Peter S. Strickland Trust dated May 4, 2012	1.1856%
River Tree Partners, LP	Prisco, Stephen R Sergi & Anne M	2.9640%
River Tree Partners, LP	Richard V & Carolyn C Treakle Revoc Trust	17.8165%
River Tree Partners, LP	Riley 1994 Revocable Trust	4.2564%
River Tree Partners, LP	Scott R and Regiina A	2.3670%
River Tree Partners, LP	Walker Family Trust dtd December 15, 2006	4.2882%

Debtor Name	Investor Name	Percentage of Interest
River View Shopping Center 1, LLC	Buck Avenue Apartments, LP	100.0000%
River View Shopping Center 2, LLC	Sequoia Investment Properties, LP	100.0000%
RT Capitol Mall, LP	Country Oaks I, LP	43.2000%
RT Capitol Mall, LP	River Tree Partners, LP	56.8000%
RT Golden Hills, LP	Country Oaks I, LP	43.2000%
RT Golden Hills, LP	River Tree Partners, LP	56.8000%
Scotch Pine, LP	Alex John Leonardini	3.2175%
Scotch Pine, LP	Daniel Joseph Leonardini	3.2170%
Scotch Pine, LP	Gralee Properties, LLC	7.6790%
Scotch Pine, LP	Kevin L. & Racquel V. Goodwin Living Trust	14.4780%
Scotch Pine, LP	LeFever Mattson	26.7330%
Scotch Pine, LP	Leonardini Revocable Trust	6.4350%
Scotch Pine, LP	McCartney Family Living Trust dtd Nov 12, 1997	6.4350%
Scotch Pine, LP	Odett L. Mittone	6.4350%
Scotch Pine, LP	Roth Revocable Living Trust	9.2830%
Scotch Pine, LP	Warren and Judith Ducioame	9.6520%
Scotch Pine, LP	Xavier Garza	6.4350%
Sequoia Investment Properties, LP	Abad Family Trust dtd 12/9/02	1.0650%
Sequoia Investment Properties, LP	Anderson 2001 Revocable Trust dated June 12, 2001	7.5710%
Sequoia Investment Properties, LP	Bill & Cheryl Reese	2.1300%
Sequoia Investment Properties, LP	Fox Family Trust dtd May 24, 2002	4.8300%
Sequoia Investment Properties, LP	Garcia Family Trust, Ralph & Sandra Garcia, TTEE	3.4350%
Sequoia Investment Properties, LP	Januth Kei Hayashi Trust dtd May 4, 2012	0.6820%
Sequoia Investment Properties, LP	Jody Craig Niccolson	1.8930%
Sequoia Investment Properties, LP	Kevan M & Pik L Smith Living Trst dtdSept 20, 2001	1.4200%
Sequoia Investment Properties, LP	LeFever Mattson	36.5710%
Sequoia Investment Properties, LP	Luis Urbano & Elizabeth Naomi Martinez Int Viv Trust	1.4200%
Sequoia Investment Properties, LP	Morse Family Trust	1.4880%
Sequoia Investment Properties, LP	Nancy Niccolson	1.8930%
Sequoia Investment Properties, LP	Natalie Duke	1.8930%
Sequoia Investment Properties, LP	Nora Basso	1.8930%
Sequoia Investment Properties, LP	Olson, John B., Jr & Amy W.	0.3550%
Sequoia Investment Properties, LP	Peter S. Strickland Trust dated May 4, 2012	0.6820%
Sequoia Investment Properties, LP	Richard M. Little & Jeanne Curran-Little	0.4540%
Sequoia Investment Properties, LP	Riley 1994 Revocable Trust	7.5710%
Sequoia Investment Properties, LP	Scott, Laura C.	0.8180%
Sequoia Investment Properties, LP	Sebastian R. & Peggy S. Lopez Revocable Trust	5.1520%
Sequoia Investment Properties, LP	Sidney Mar	1.5970%
Sequoia Investment Properties, LP	Sloan Revocable Trust,utd dtd November 16, 2005	1.0910%
Sequoia Investment Properties, LP	The Rick and Susan Tedford Living Trust	6.5260%
Sequoia Investment Properties, LP	Thomas and Beverly Franza	7.5710%
Sienna Pointe, LLC	Divi Divi Tree, L.P.	100.0000%
Spruce Pine, LP	Unknown	
Tradewinds Apartments, LP	2005 Jeffrey B. Murphy & Michelle L Murphy Revoc T	9.6750%
Tradewinds Apartments, LP	Kathleen Hamlin Living Trust, dtd July 2, 2008	10.0530%
Tradewinds Apartments, LP	KS Mattson Partners	42.5700%
Tradewinds Apartments, LP	LeFever Mattson	15.0160%
Tradewinds Apartments, LP	LeFever, Tim & Amy	7.7400%
Tradewinds Apartments, LP	Peter N Loukianoff Family Trust dtd April 12, 2008	5.2710%
Tradewinds Apartments, LP	The Willis McKelvey Rice	9.6750%
Vaca Villa Apartments, LP	LeFever Mattson	37.5556%
Vaca Villa Apartments, LP	McCartney Family Living Trust dtd Nov 12, 1997	33.1860%
Vaca Villa Apartments, LP	Trembath, Lenora	26.4120%
Vaca Villa Apartments, LP	Trembath, Raymond	2.8460%
Valley Oak Investments, LP	Boutiette Living Trust dtd May 9	5.7760%
Valley Oak Investments, LP	Carolyn Lee Haslip Living Trust	7.9280%
Valley Oak Investments, LP	Cindy Green	7.5060%
Valley Oak Investments, LP	Girardi Revocable Living Trust	2.0720%
Valley Oak Investments, LP	Hines Family Trust	6.4600%

Debtor Name	Investor Name	Percentage of Interest
Valley Oak Investments, LP	Karen Robinson	8.3370%
Valley Oak Investments, LP	KS Mattson Partners	13.4520%
Valley Oak Investments, LP	LeFever Mattson	22.8190%
Valley Oak Investments, LP	Mattson, Sharon	1.4470%
Valley Oak Investments, LP	Mullin Family Trust	4.6110%
Valley Oak Investments, LP	Revocable Living Trust of Daren W. Dirkse	1.4470%
Valley Oak Investments, LP	The Kevin & Kim Farrell Living Trust April 6, 2005	4.6110%
Valley Oak Investments, LP	The Willis McKelvey Rice	2.8950%
Valley Oak Investments, LP	Traynor, Michelle	10.6390%
Watertree I, LP	Unknown	
Willow Oak, LP	Blanchard, Tim & Leslie	5.5022%
Willow Oak, LP	Deckard, Lawrence & Shirley	2.7511%
Willow Oak, LP	Franza, Thomas & Beverly	13.7555%
Willow Oak, LP	Goodwin, Kevin & Racquel	2.3249%
Willow Oak, LP	Hill Trust	8.2533%
Willow Oak, LP	LeFever Mattson	37.3166%
Willow Oak, LP	Parkinson, William & Regina	3.2548%
Willow Oak, LP	Revocable Trust of Daren Dirkse, Daren Dirkse TTEE	5.5022%
Willow Oak, LP	Sandberg, Peter J & Susan J	2.7511%
Willow Oak, LP	Thomas, Mark T. & Janice A.	7.6613%
Willow Oak, LP	Velasquez, Ramon	0.9299%
Willow Oak, LP	Velasquez, Raoul	1.1624%
Willow Oak, LP	Velasquez, Reuben	4.6498%
Willow Oak, LP	Velasquez, Richard	2.7898%
Willow Oak, LP	Velasquez, Rowena	1.3949%
Windscape Apartments I, LP	Baumgartner, Stacie M	3.1450%
Windscape Apartments I, LP	Baumgartner, Todd	3.1450%
Windscape Apartments I, LP	Baumgartner, Todd	4.1370%
Windscape Apartments I, LP	Cabacungan: the Manuel and Theresita Cabacungan Family Trust	8.4150%
Windscape Apartments I, LP	Farrell: Kevin & Kim Farrell Living Trust dated 4/6/05	7.9640%
Windscape Apartments I, LP	Fisher Family Trust	9.5420%
Windscape Apartments I, LP	Fox Family Trust dated 5/24/02	8.6820%
Windscape Apartments I, LP	Ganyo Revocable Family Trust dated Aug. 13, 1998	8.0140%
Windscape Apartments I, LP	Girardi: John A. and Marsi A. Girardi Revocable Living Trust dated May 1, 2002	4.3030%
Windscape Apartments I, LP	Gockel Revocable Trust dated May 17, 2013, Keith Alan Gockel and Anne Michelle, Keith A. Gockel and Anne M. Gockel, TTEE	2.7190%
Windscape Apartments I, LP	LeFever Mattson	13.1900%
Windscape Apartments I, LP	LeFever, Timothy and Amy	6.2380%
Windscape Apartments I, LP	Mattson Trust, WL/PD, William L & Peggy D Mattson, TTEE	4.8050%
Windscape Apartments I, LP	Mattson, James S. & Rachel L.	2.5380%
Windscape Apartments I, LP	Mattson, Sharon M.	2.5040%
Windscape Apartments I, LP	Oropallo, Haidee J.	3.1450%
Windscape Apartments I, LP	Revocable Trust of Daren Dirke, Dirkse, Daren TTEE	2.5050%
Windscape Apartments I, LP	The Dolores Irene Rhoades Living Trust, Rhoads,Dolores TTEE	5.0090%
Windscape Apartments II, LP	Aikin: Virginia P Aikin Trust	0.9970%
Windscape Apartments II, LP	Bennett, Mark and Janet	4.1550%
Windscape Apartments II, LP	Bjorklund Living Trust dtd July 13, 2010, Linda E Bjorklund, Trustee	1.5790%
Windscape Apartments II, LP	Bobetsky Family Trust	8.3100%
Windscape Apartments II, LP	Chase, Peter	1.9390%
Windscape Apartments II, LP	Ganyo Revocable Family Trust dated Aug. 13, 1998	1.9940%
Windscape Apartments II, LP	Joseph and Barbara Fiori Family Trust November 14,2002	2.0780%
Windscape Apartments II, LP	Knoll, Joseph	0.8310%
Windscape Apartments II, LP	Koerner Family Trust dtd 10/4/95	6.9170%
Windscape Apartments II, LP	LeFever Mattson	1.9530%

Debtor Name	Investor Name	Percentage of Interest
Windscape Apartments II, LP	LeFever Mattson	14.6780%
Windscape Apartments II, LP	LeFever, Timothy and Amy	4.1550%
Windscape Apartments II, LP	Lydia R. Zboray Revocable Tst dtd 10/17/17; Lydia A Hagenbach, TTEE	1.6620%
Windscape Apartments II, LP	Mattson, James S. & Rachel L.	1.6620%
Windscape Apartments II, LP	Perris Freeway Plaza LP	24.6530%
Windscape Apartments II, LP	Smith Revocable Living Trust dtd 9/20/01, Kevan M & Pik L	6.6480%
Windscape Apartments II, LP	Suhonos Family Trust dated January 5, 1999	6.6480%
Windscape Apartments II, LP	Taffe, Jillian S	1.6620%
Windscape Apartments II, LP	Taffe, Norman	1.6620%
Windscape Apartments II, LP	Treger Family Trust dtd 7/7/1988, Mark & Marilyn Treger, TTEE	1.6620%
Windscape Apartments II, LP	Varada, Raj R & Jayashree G	1.6620%
Windscape Apartments II, LP	Yee, Arnold & Ruane Hayashi-Yee Trust dated May 30, 2000	2.4930%
Windscape Apartments, LLC	Windscape Holdings, LLC	100.0000%
Windscape Holdings, LLC	Douglas Fir Investments, LP	18.7872%
Windscape Holdings, LLC	Perris Freeway Plaza, LP	27.1246%
Windscape Holdings, LLC	Windscape Apartments I, LP	19.7296%
Windscape Holdings, LLC	Windscape Apartments II, LP	34.3586%
Windtree, LP	Unknown	
Yellow Poplar, LP	Delgado, Gloria E. & Julian L.	14.1206%
Yellow Poplar, LP	LeFever Mattson	34.7478%
Yellow Poplar, LP	Suhonos Family Trust dtd January 5, 1999	27.6550%

EXHIBIT B

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

UNITED STATES BANKRUPTCY COURT

Northern DISTRICT OF California

In Re. Live Oak Investments, LP	§	Case No.	24-10511
	§		
	§	Lead Case No.	24-10545
Debtor(s)	§		

☒ Jointly Administered

Monthly Operating Report

Chapter 11

Reporting Period Ended: 09/30/2024

Petition Date: 09/12/2024

Months Pending: 1

Industry Classification: 5 3 1 3

Reporting Method: Accrual Basis ○ Cash Basis ◉

Debtor's Full-Time Employees (current): 0

Debtor's Full-Time Employees (as of date of order for relief): 0

Supporting Documentation (check all that are attached):

(For jointly administered debtors, any required schedules must be provided on a non-consolidated basis for each debtor)

- ☒ Statement of cash receipts and disbursements
- ☒ Balance sheet containing the summary and detail of the assets, liabilities and equity (net worth) or deficit
- ☒ Statement of operations (profit or loss statement)
- ☐ Accounts receivable aging
- ☐ Postpetition liabilities aging
- ☐ Statement of capital assets
- ☐ Schedule of payments to professionals
- ☐ Schedule of payments to insiders
- ☒ All bank statements and bank reconciliations for the reporting period
- ☐ Description of the assets sold or transferred and the terms of the sale or transfer

/s/ Thomas B. Rupp
Signature of Responsible Party

10/25/2024
Date

Thomas B. Rupp
Printed Name of Responsible Party

Keller Benvenutti Kim LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
Address

STATEMENT: This Periodic Report is associated with an open bankruptcy case; therefc
§ 1320.4(a)(2) applies.

Debtor's Name Live Oak Investments, LP

Case No. 24-10511

Part 1: Cash Receipts and Disbursements		Current Month	Cumulative
a.	Cash balance beginning of month	$3,061,049	
b.	Total receipts (net of transfers between accounts)	$1,195	$1,195
c.	Total disbursements (net of transfers between accounts)	$0	$0
d.	Cash balance end of month (a+b-c)	$3,062,244	
e.	Disbursements made by third party for the benefit of the estate	$0	$0
f.	Total disbursements for quarterly fee calculation (c+e)	$0	$0

Part 2: Asset and Liability Status (Not generally applicable to Individual Debtors. See Instructions.)		Current Month
a.	Accounts receivable (total net of allowance)	$0
b.	Accounts receivable over 90 days outstanding (net of allowance)	$0
c.	Inventory (Book ○ Market ○ Other ◉ (attach explanation))	$0
d	Total current assets	$6,311,074
e.	Total assets	$6,313,691
f.	Postpetition payables (excluding taxes)	$0
g.	Postpetition payables past due (excluding taxes)	$0
h.	Postpetition taxes payable	$0
i.	Postpetition taxes past due	$0
j.	Total postpetition debt (f+h)	$0
k.	Prepetition secured debt	$0
l.	Prepetition priority debt	$0
m.	Prepetition unsecured debt	$0
n.	Total liabilities (debt) (j+k+l+m)	$0
o.	Ending equity/net worth (e-n)	$6,313,691

Part 3: Assets Sold or Transferred		Current Month	Cumulative
a.	Total cash sales price for assets sold/transferred outside the ordinary course of business	$0	$0
b.	Total payments to third parties incident to assets being sold/transferred outside the ordinary course of business	$0	$0
c.	Net cash proceeds from assets sold/transferred outside the ordinary course of business (a-b)	$0	$0

Part 4: Income Statement (Statement of Operations) (Not generally applicable to Individual Debtors. See Instructions.)		Current Month	Cumulative
a.	Gross income/sales (net of returns and allowances)	$1,195	
b.	Cost of goods sold (inclusive of depreciation, if applicable)	$0	
c.	Gross profit (a-b)	$1,195	
d.	Selling expenses	$0	
e.	General and administrative expenses	$0	
f.	Other expenses	$0	
g.	Depreciation and/or amortization (not included in 4b)	$0	
h.	Interest	$0	
i.	Taxes (local, state, and federal)	$0	
j.	Reorganization items	$0	
k.	Profit (loss)	$1,195	$1,195

Debtor's Name Live Oak Investments, LP   Case No. 24-10511

Part 5: Professional Fees and Expenses

				Approved Current Month	Approved Cumulative	Paid Current Month	Paid Cumulative
a.	Debtor's professional fees & expenses (bankruptcy) *Aggregate Total*						
	Itemized Breakdown by Firm						
		Firm Name	Role				
	i						
	ii						
	iii						
	iv						
	v						
	vi						
	vii						
	viii						
	ix						
	x						
	xi						
	xii						
	xiii						
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				Approved Current Month	Approved Cumulative	Paid Current Month	Paid Cumulative
b.	Debtor's professional fees & expenses (nonbankruptcy) *Aggregate Total*						
	Itemized Breakdown by Firm						
		Firm Name	Role				
	i						
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Debtor's Name Live Oak Investments, LP

Case No. 24-10511

	xcix						
	c						
c.	All professional fees and expenses (debtor & committees)						

Part 6: Postpetition Taxes		Current Month	Cumulative
a.	Postpetition income taxes accrued (local, state, and federal)	$0	$0
b.	Postpetition income taxes paid (local, state, and federal)	$0	$0
c.	Postpetition employer payroll taxes accrued	$0	$0
d.	Postpetition employer payroll taxes paid	$0	$0
e.	Postpetition property taxes paid	$0	$0
f.	Postpetition other taxes accrued (local, state, and federal)	$0	$0
g.	Postpetition other taxes paid (local, state, and federal)	$0	$0

Part 7: Questionnaire - During this reporting period:

a. Were any payments made on prepetition debt? (if yes, see Instructions) — Yes ○ No ◉

b. Were any payments made outside the ordinary course of business without court approval? (if yes, see Instructions) — Yes ○ No ◉

c. Were any payments made to or on behalf of insiders? — Yes ○ No ◉

d. Are you current on postpetition tax return filings? — Yes ◉ No ○

e. Are you current on postpetition estimated tax payments? — Yes ◉ No ○

f. Were all trust fund taxes remitted on a current basis? — Yes ◉ No ○

g. Was there any postpetition borrowing, other than trade credit? (if yes, see Instructions) — Yes ○ No ◉

h. Were all payments made to or on behalf of professionals approved by the court? — Yes ○ No ○ N/A ◉

i. Do you have:
- Worker's compensation insurance? — Yes ○ No ◉
  - If yes, are your premiums current? — Yes ○ No ○ N/A ◉ (if no, see Instructions)
- Casualty/property insurance? — Yes ○ No ◉
  - If yes, are your premiums current? — Yes ○ No ○ N/A ◉ (if no, see Instructions)
- General liability insurance? — Yes ○ No ◉
  - If yes, are your premiums current? — Yes ○ No ○ N/A ◉ (if no, see Instructions)

j. Has a plan of reorganization been filed with the court? — Yes ○ No ◉

k. Has a disclosure statement been filed with the court? — Yes ○ No ◉

l. Are you current with quarterly U.S. Trustee fees as set forth under 28 U.S.C. § 1930? — Yes ◉ No ○

Part 8: Individual Chapter 11 Debtors (Only)

a.	Gross income (receipts) from salary and wages	$0
b.	Gross income (receipts) from self-employment	$0
c.	Gross income from all other sources	$0
d.	Total income in the reporting period (a+b+c)	$0
e.	Payroll deductions	$0
f.	Self-employment related expenses	$0
g.	Living expenses	$0
h.	All other expenses	$0
i.	Total expenses in the reporting period (e+f+g+h)	$0
j.	Difference between total income and total expenses (d-i)	$0
k.	List the total amount of all postpetition debts that are past due	$0
l.	Are you required to pay any Domestic Support Obligations as defined by 11 U.S.C § 101(14A)?	Yes ○ No ●
m.	If yes, have you made all Domestic Support Obligation payments?	Yes ○ No ○ N/A ●

Privacy Act Statement

28 U.S.C. § 589b authorizes the collection of this information, and provision of this information is mandatory under 11 U.S.C. §§ 704, 1106, and 1107. The United States Trustee will use this information to calculate statutory fee assessments under 28 U.S.C. § 1930(a)(6). The United States Trustee will also use this information to evaluate a chapter 11 debtor's progress through the bankruptcy system, including the likelihood of a plan of reorganization being confirmed and whether the case is being prosecuted in good faith. This information may be disclosed to a bankruptcy trustee or examiner when the information is needed to perform the trustee's or examiner's duties or to the appropriate federal, state, local, regulatory, tribal, or foreign law enforcement agency when the information indicates a violation or potential violation of law. Other disclosures may be made for routine purposes. For a discussion of the types of routine disclosures that may be made, you may consult the Executive Office for United States Trustee's systems of records notice, UST-001, "Bankruptcy Case Files and Associated Records." *See* 71 Fed. Reg. 59,818 et seq. (Oct. 11, 2006). A copy of the notice may be obtained at the following link: http://www.justice.gov/ust/eo/rules_regulations/index.htm. Failure to provide this information could result in the dismissal or conversion of your bankruptcy case or other action by the United States Trustee. 11 U.S.C. § 1112(b)(4)(F).

I declare under penalty of perjury that the foregoing Monthly Operating Report and its supporting documentation are true and correct and that I have been authorized to sign this report on behalf of the estate.

/s/ Bradley D. Sharp	Bradley D. Sharp
Signature of Responsible Party	Printed Name of Responsible Party
Chief Restructuring Officer	10/25/2024
Title	Date

PageOnePartOne

PageOnePartTwo

PageTwoPartOne

PageTwoPartTwo

Debtor's Name Live Oak Investments, LP

Case No. 24-10511

Bankruptcy1to50

Bankruptcy51to100

NonBankruptcy1to50

NonBankruptcy51to100

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In re LeFever Mattson, a California corporation, *et al.*

Lead Case No. 24-10545 (CN)

Global Notes to Monthly Operating Reports

General Notes: On September 12, 2024 (the "Petition Date"), LeFever Mattson, a California corporation, ("LeFever Mattson") and certain of its affiliates (collectively, the "Debtors"), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Northern District of California (Santa Rosa Division) (the "Bankruptcy Court"), commencing the chapter 11 cases now jointly administered, for procedural purposes only, under Lead Case No. 24-10545 (the "Chapter 11 Cases").[1] The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors are providing the information and documents provided herewith (collectively, and for all Debtors, the "Monthly Operating Reports") pursuant to the in response to the *Uniform Periodic Reports in Cases Filed Under Chapter 11 of Title 11*, promulgated by the United States Trustee Program, and the *United States Trustee Chapter 11 Operating and Reporting Guidelines for Debtors in Possession* (Revised March 31, 2023). All information in these Monthly Operating Reports relates solely to the Debtors, and not to any non-Debtor affiliate. The following notes and statements and limitations should be referred to, and referenced in connection with, any review of the Monthly Operating Reports.

Basis of Presentation: The Debtors are submitting their Monthly Operating Reports solely for the purposes of complying with requirements applicable in these Chapter 11 Cases. The financial information included in the Monthly Operating Reports is unaudited and has not been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and does not include all of the information and footnotes required by U.S. GAAP. The Monthly Operating Reports are not intended to reconcile to any financial statements otherwise prepared or distributed by the Debtors. The financial information contained herein is presented per the Debtors' books and records without, among other things, all adjustments or reclassification that may be necessary or typical in accordance with U.S. GAAP. It is possible that not all assets, liabilities, income, or expenses have been recorded at the time of production. The financial information included in the Monthly Operating Reports has not been subjected to procedures that would typically be applied to financial information presented in accordance with U.S. GAAP or any other recognized financial reporting framework, and, upon application of such procedures, the Debtors believe that the financial information could be subject to changes, and these changes could be material. The results of operations contained in the financial statements provided with these Monthly Operating Reports are not necessarily indicative of results that may be expected from any

[1] Debtor Windscape Apartments, LLC, filed its chapter 11 petition on August 6, 2024. Debtors Pinewood Condominiums, LP, and Ponderosa Pines, LP, filed their chapter 11 petitions on October 2, 2024.

other period or for the full year and may not necessarily reflect the results of operations and financial position of the Debtors in the future.

The Debtors' books and records are kept on a cash basis. Accounts Receivable and Accounts Payable have been included in the responses to Part 2: Asset and Liability Status but are not included in the balance sheets attached with each monthly operating report.

Certain Debtors have joint ownership of assets with other Debtors. The asset account balances and activity have been allocated based on the Debtor's ownership percentage.

Reservation of Rights: The Debtors reserve all rights to amend or supplement their Monthly Operating Reports in all respects, as may be necessary or appropriate. Nothing contained in these Monthly Operating Reports shall constitute a waiver of any of the Debtors' rights under any applicable law or an admission with respect to any issue in the Chapter 11 Cases.

Bank Accounts: To the extent a Debtor has joint ownership of a property with another Debtor, the bank statements have been included for the property for each Debtor.

Internal Transfers: Transfers between Debtors are reflected as Intercompany Transfers on the Statements of Cash Receipts and Disbursements. The cumulative amounts of the internal transfers are shown as Intercompany Assets or Intercompany Liabilities on the Balance Sheets.

Payments Made on Prepetition Debt: On or about September 25, 2024, the Bankruptcy Court entered interim orders (the "Interim Orders") authorizing, but not directing, the Debtors to, among other things, pay certain prepetition claims relating to (a) employee wages, salaries, and other compensation and benefits; (b) insurance premiums; and (c) the continued use of the Debtors' Cash Management System. Final orders granting such relief were entered on or about October 17-21, 2024 (the "Final Orders," and, collectively with the Interim Orders, the "First Day Orders"). Payments made on prepetition debt pursuant to the First Day Orders are not recorded in Attachment 1.

Payments to Insiders: All payments made by the Debtors to "Insiders," as such term is defined in 11 U.S.C. § 101(31), constituted the regular compensation owed to those individuals or reimbursements in the ordinary course of business as recorded in Attachment 1.

Windtree, LP: Windtree, LP is an entity that was historically controlled by Ken Mattson. It was recently discovered that LeFever Mattson is the owner of record for properties located in Perris, California, at 333 Wilkerson Ave., 371 Wilkerson Ave., and 411 Wilkerson Ave. The Debtors do not have any records related to these properties and are working to obtain information.

1050 Elm Street: There is conflicting information and uncertainty regarding the ownership of 1050 Elm Street, in Napa, California. The Debtors' books and records reflect the property owner as Tradewinds Apartments, LP and the historical tax returns have been prepared as such. 1050 Elm Street is reported as an asset of Tradewinds Apartments, LP in the monthly operating reports.

Live Oak Investments, LP
24-10511
Statement of Cash Receipts and Disbursements
9/30/2024

	Current Month		Accumulated Total	
Receipts				
Operating				
Rental Income	$	144	$	144
Other Operating Cash Receipts		1,051		1,051
Total Operating Receipts	$	1,195	$	1,195
Non-Operating				
Other Non-Operating Cash Receipts	$	-	$	-
Intercompany Transfers		-		-
Asset Sales		-		-
Total Non-Operating Receipts	$	-	$	-
Total Receipts	**$**	**1,195**	**$**	**1,195**
Disbursements				
Operating				
Payroll & Payroll Taxes	$	-	$	-
Insurance		-		-
Utilities		-		-
Repairs & Maintenance		-		-
Admin Expense		-		-
Professional Fees		-		-
Other Operating Disbursements		-		-
Management Fees		-		-
Taxes (sales, property, other)		-		-
Total Operating Disbursements	$	-	$	-
Non-Operating				
Debt Service	$	-	$	-
Owner Distributions		-		-
Intercompany Transfers		-		-
Capital Expenditures		-		-
Total Non-Operating Disbursements	$	-	$	-
Total Disbursements	**$**	**-**	**$**	**-**
Net Cash Receipts and Disbursements	**$**	**1,195**	**$**	**1,195**
Total Receipts less Intercompany Receipts	**$**	**1,195**	**$**	**1,195**
Total Disbursements less Intercompany Disbursements	**$**	**-**	**$**	**-**

Live Oak Investments, LP
24-10511
Balance Sheet
9/30/2024

		Current Month
Assets		
Current Assets		
Cash & Equivalents	$	3,062,244
Accounts Receivable		-
Note Receivables		-
Intercompany Receivables		3,248,830
Other Receivables		-
Total Current Assets	$	6,311,074
Fixed Assets		
Fixed Assets	$	-
Accumulated Depreciation		-
Total Fixed Assets	$	-
Other Assets	$	2,616
Total Assets	**$**	**6,313,691**
Liabilities		
Current Liabilities		
Current Liabilities	$	-
Security Deposits		-
Other Payables		-
Intercompany Liabilities - LM		-
Intercompany Liabilities - KSM		-
Intercompany Liabilities - Other		-
Other Liabilities		-
Total Current Liabilities	$	-
Long-Term Liabilities		
Deferred Gain (Loss)	$	-
Note Payable		-
Total Long-Term Liabilities	$	-
Total Liabilities	$	-
Equity		
Capital	$	(3,311,907)
Retained Earnings		2,313,857
YTD Net Income		7,311,741
Total Equity	$	6,313,691
Total Liabilities and Equity	**$**	**6,313,691**

Live Oak Investments, LP
24-10511
Statement of Operations
9/30/2024

	Current Month		Accumulated Total	
Income				
Revenue				
Rental Income	$	144	$	144
Garage Income		-		-
Other Revenue				
Other Income	$	1,051	$	1,051
Total Revenue	**$**	**1,195**	**$**	**1,195**
Expense				
Operating Expense				
Admin Expense	$	-	$	-
Bank Fees		-		-
Commissions		-		-
Garage Expense		-		-
Insurance		-		-
Landscaping		-		-
Licenses & Fees		-		-
Marketing		-		-
Payroll		-		-
Professional Fees		-		-
Property Expense		-		-
Rent Expense		-		-
Repairs & Maintenance		-		-
Utilities		-		-
Other Operating Expense		-		-
Total Operating Expense	**$**	**-**	**$**	**-**
Non-Operating Expense				
Interest Expense	$	-	$	-
Tax		-		-
Total Non-Operating Expense	**$**	**-**	**$**	**-**
Total Expense	**$**	**-**	**$**	**-**
Net Income	**$**	**1,195**	**$**	**1,195**

Live Oak Investments, LP
24-10511
Bank Reconciliation
9/30/2024

Bank Account	Entity ownership	Balance Per Bank Statement	Outstanding Deposits	Outstanding Checks	Attributed to other Debtors	Other Activity	Reconciled Bank Balance
Live Oak Investments LP-Citzen	Live Oak Investments, LF	2,771,322	-	-	-		2,771,322
Southwood Apts - Citizens	Live Oak Investments, LF	291,930	1,281	(2,340)	-	51	290,922
Grand Total		**3,063,252**	**1,281**	**(2,340)**	**-**	**51**	**3,062,244**

CITIZENS BUSINESS BANK
A Financial Services Company

PO Box 3938, Ontario, CA 91761

Statement Ending 09/30/2024

LIVE OAK INVESTMENTS LP

Account Number: [redacted]

Managing Your Accounts

Phone Number	888.222.5432
Website	cbbank.com
Email	customersupport@cbbank.com

LIVE OAK INVESTMENTS LP
6359 AUBURN BLVD STE B
CITRUS HEIGHTS CA 95621-5200

Summary of Accounts

Account Type	Account Number	Ending Balance
PREMIUM MONEY MARKET SPECIALTY BANKING	[redacted]	$2,771,321.95

PREMIUM MONEY MARKET SPECIALTY BANKING - [redacted]

Account Summary

Date	Description	Amount
09/04/2024	**Beginning Balance**	**$0.00**
	2 Credit(s) This Period	$3,971,321.95
	1 Debit(s) This Period	$1,200,000.00
09/30/2024	**Ending Balance**	**$2,771,321.95**

Interest Summary

Description	Amount
Interest Earned From 09/04/2024 Through 09/30/2024	
Annual Percentage Yield Earned	0.10%
Interest Days	27
Interest Earned	$204.99
Interest Paid This Period	$204.99
Interest Paid Year-to-Date	$204.99
Minimum Balance	$2,771,116.96
Average Ledger Balance	$2,771,116.96
Average Available Balance	$2,771,116.96

Deposits

Date	Description	Amount
09/04/2024	DEPOSIT	$3,971,116.96
		1 item(s) totaling $3,971,116.96

Other Credits

Date	Description	Amount
09/30/2024	INTEREST	$204.99
		1 item(s) totaling $204.99

Other Debits

Date	Description	Amount
09/04/2024	OTC Transfer	$1,200,000.00
		1 item(s) totaling $1,200,000.00

Daily Balances

Date	Amount	Date	Amount
09/04/2024	$2,771,116.96	09/30/2024	$2,771,321.95

Member FDIC

CITIZENS BUSINESS BANK
A Financial Services Company

PO Box 3938, Ontario, CA 91761

Statement Ending 09/30/2024

Account Number: [redacted]

Managing Your Accounts

Phone Number	888.222.5432
Website	cbbank.com
Email	customersupport@cbbank.com

HOME TAX SERVICE OF AMERICA
LEFEVER MATTSON PROPERTY
SOUTHWOOD PL APT TRUST ACCT
6359 AUBURN BLVD STE B
CITRUS HEIGHTS CA 95621-5200

Summary of Accounts

Account Type	Account Number	Ending Balance
SPECIALTY BANKING A/A BUSINESS	[redacted]	$291,929.87

SPECIALTY BANKING A/A BUSINESS - [redacted]

Account Summary

Date	Description	Amount
08/31/2024	**Beginning Balance**	**$179,390.62**
	6 Credit(s) This Period	$1,333,766.06
	33 Debit(s) This Period	$1,221,226.81
09/30/2024	**Ending Balance**	**$291,929.87**

Deposits

Date	Description	Amount
09/20/2024	RDC Deposit	$143.85
09/25/2024	RDC Deposit	$845.76
		2 item(s) totaling $989.61

Electronic Credits

Date	Description	Amount
09/05/2024	Flex FLEX YA0726642417144	$8,258.14
09/06/2024	CREDITS WALKER19835029IP REF* VV* * Escrow disbursement to seller\	$120,241.77
09/09/2024	Flex FLEX YA4404166411898	$4,276.54
		3 item(s) totaling $132,776.45

Other Credits

Date	Description	Amount
09/04/2024	OTC Transfer	$1,200,000.00
		1 item(s) totaling $1,200,000.00

Other Debits

Date	Description	Amount
09/04/2024	399740 OLB TRANSFER SPCLTY AA XXXXX6251	$324,000.00
09/04/2024	400467 OLB TRANSFER SPCLTY AA XXXXX6251	$842,418.00
		2 item(s) totaling $1,166,418.00

SPECIALTY BANKING A/A BUSINESS - [redacted] (continued)

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
104587	09/03/2024	$40.00	104614*	09/11/2024	$2,493.71	104626	09/19/2024	$84.00
104598*	09/09/2024	$1,395.90	104615	09/04/2024	$4,993.88	104627	09/18/2024	$4,641.42
104600*	09/03/2024	$4,790.00	104616	09/04/2024	$2,709.02	104628	09/18/2024	$228.00
104603*	09/20/2024	$436.36	104617	09/06/2024	$1,354.53	104629	09/16/2024	$2,228.77
104605*	09/16/2024	$255.00	104619*	09/18/2024	$2,836.90	104630	09/16/2024	$2,135.88
104606	09/18/2024	$5,361.28	104620	09/10/2024	$2.77	104631	09/16/2024	$2,047.77
104608*	09/10/2024	$181.95	104621	09/10/2024	$822.50	104632	09/16/2024	$2,140.82
104609	09/06/2024	$2,900.00	104622	09/10/2024	$114.00	104633	09/16/2024	$1,938.72
104610	09/05/2024	$1,596.80	104623	09/18/2024	$259.00	104634	09/16/2024	$2,042.72
104611	09/05/2024	$548.23	104624	09/18/2024	$558.88			
104612	09/10/2024	$1,300.00	104625	09/19/2024	$2,370.00			

* Indicates skipped check number

31 item(s) totaling $54,808.81

Daily Balances

Date	Amount	Date	Amount	Date	Amount
09/03/2024	$174,560.62	09/09/2024	$325,420.71	09/18/2024	$293,830.62
09/04/2024	$200,439.72	09/10/2024	$322,999.49	09/19/2024	$291,376.62
09/05/2024	$206,552.83	09/11/2024	$320,505.78	09/20/2024	$291,084.11
09/06/2024	$322,540.07	09/16/2024	$307,716.10	09/25/2024	$291,929.87

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees = Paid NSF/UCF Item Charge Plus Overdraft Charges	$0.00	$315.00
Total Returned Item Fees = Charge(s) For Items Returned NSF Or UCF	$0.00	$0.00

EXHIBIT C

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

Fill in this information to identify the case:
Debtor name: Live Oak Investments, LP
United States Bankruptcy Court for the Northern District of California
Case number (If known): 24-10511

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	**Name, telephone number, and email address of creditor contact**	**Nature of the claim** (for example, trade debts, bank loans, professional services, and government contracts)	**Indicate if claim is contingent, unliquidated, or disputed**	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	**Deduction for value of collateral or setoff**	**Unsecured claim**
1	NONE						$ -
2							$ -
3							$ -
4							$ -
5							$ -
6							$ -
7							$ -
8							$ -

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	**Deduction for value of collateral or setoff**	**Unsecured claim**
9							$ -
10							$ -
11							$ -
12							$ -
13							$ -
14							$ -
15							$ -
16							$ -
17							$ -
18							$ -

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
19							$ -
20							$ -

EXHIBIT D

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

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 Judge: Hon. Charles Novack

SCHEDULES OF ASSETS AND LIABILITIES FOR LIVE OAK INVESTMENTS, LP CASE NO. 24-10511 (CN)

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[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.

Fill in this information to identify the case:
Debtor Name: In re : Live Oak Investments, LP
United States Bankruptcy Court for the: Northern District of California
Case number (if known): 24-10511 (CN)

☐ Check if this is an amended filing

Official Form 206Sum

Summary of Assets and Liabilities for Non-Individuals

12/15

Part 1: Summary of Assets

1. ***Schedule A/B: Assets–Real and Personal Property*** (Official Form 206A/B)

1a. **Real property:**

Copy line 88 from *Schedule A/B* .... $ 0.00

1b. **Total personal property:**

Copy line 91A from *Schedule A/B* .... $ 6,307,273.48

1c. **Total of all property:**

Copy line 92 from *Schedule A/B* .... $ 6,307,273.48

Part 2: Summary of Liabilities

2. ***Schedule D: Creditors Who Have Claims Secured by Property*** (Official Form 206D)

Copy the total dollar amount listed in Column A, *Amount of claim*,from line 3 of *Schedule D* .... $ 0.00

3. ***Schedule E/F: Creditors Who Have Unsecured Claims*** (Official Form 206E/F)

3a. **Total claim amounts of priority unsecured claims:**

Copy the total claims from Part 1 from line 5a of *Schedule E/F* .... $ 0.00

3b. **Total amount of claims of nonpriority amount of unsecured claims:**

Copy the total of the amount of claims from Part 2 from line 5b of *Schedule E/F* .... + $ 23,615.62

4. **Total liabilities**

Lines 2 + 3a + 3b .... $ 23,615.62

Fill in this information to identify the case:

Debtor Name: In re : Live Oak Investments, LP

United States Bankruptcy Court for the: Northern District of California

Case number (if known): 24-10511 (CN)

☐ Check if this is an amended filing

Official Form 206A/B

Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents

1. **Does the debtor have any cash or cash equivalents?**

☐ No. Go to Part 2.

☑ Yes. Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor	Current value of debtor's interest
2. **Cash on hand**	
2.1 Petty Cash	$ 51.00

3. **Checking, savings, money market, or financial brokerage accounts** *(Identify all)*

Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number	
3.1 Citizens Business Bank	Held in Trust	x0673	$ 2,771,116.96
3.2 Citizens Business Bank	Held in Trust	x6129	$ 289,881.52

4. **Other cash equivalents** *(Identify all)*

4.1 None	$

5. **Total of Part 1**

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80. $ 3,061,049.48

Part 2: Deposits and prepayments

6. **Does the debtor have any deposits or prepayments?**
   - ☑ No. Go to Part 3.
   - ☐ Yes. Fill in the information below.

Current value of debtor's interest

7. **Deposits, including security deposits and utility deposits**

   Description, including name of holder of deposit

   ______________________ $ ______________

8. **Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent**

   Description, including name of holder of prepayment

   ______________________ $ ______________

9. **Total of Part 2.**
   Add lines 7 through 8. Copy the total to line 81.

   $ 0.00

Part 3: Accounts receivable

10. **Does the debtor have any accounts receivable?**

☐ No. Go to Part 4.

☑ Yes. Fill in the information below.

Current value of debtor's interest

11. **Accounts receivable**

		Description	face amount	doubtful or uncollectible accounts		Current value of debtor's interest
11a.	90 days old or less:	Accounts Receivable	$ 5,223.00	- $ 0.00	=.... ➔	$ 5,223.00
11b.	Over 90 days old:	Accounts Receivable	$ 171.00	- $ 0.00	=.... ➔	$ 171.00

12. **Total of Part 3.**
Current value on lines 11a + 11b = line 12. Copy the total to line 82. $ 5,394.00

Part 4: Investments

13. **Does the debtor own any investments?**

☑ No. Go to Part 5.

☐ Yes. Fill in the information below.

	Valuation method used for current value	Current value of debtor's interest
14. **Mutual funds or publicly traded stocks not included in Part 1**		
Name of fund or stock:		$
15. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture**		
Name of entity: % of ownership:		$
16. **Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1**		
Describe:		$

17. **Total of Part 4.**
Add lines 14 through 16. Copy the total to line 83. $ 0.00

Part 5: Inventory, excluding agriculture assets

18. **Does the debtor own any inventory (excluding agriculture assets)?**
- ☑ No. Go to Part 6.
- ☐ Yes. Fill in the information below.

General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19. Raw materials				
		$		$
20. Work in progress				
		$		$
21. Finished goods, including goods held for resale				
		$		$
22. Other inventory or supplies				
		$		$

23. **Total of Part 5.**
Add lines 19 through 22. Copy the total to line 84. $ 0.00

24. **Is any of the property listed in Part 5 perishable?**
- ☐ No
- ☐ Yes

25. **Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?**
- ☐ No
- ☐ Yes. Description ____ Book value $ ____ Valuation method ____ Current value $ ____

26. **Has any of the property listed in Part 5 been appraised by a professional within the last year?**
- ☐ No
- ☐ Yes

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. **Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?**
- ☑ No. Go to Part 7.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
28. **Crops—either planted or harvested**			
	$		$
29. **Farm animals** *Examples:* Livestock, poultry, farm-raised fish			
	$		$
30. **Farm machinery and equipment** (Other than titled motor vehicles)			
	$		$
31. **Farm and fishing supplies, chemicals, and feed**			
	$		$
32. **Other farming and fishing-related property not already listed in Part 6**			
	$		$

33. **Total of Part 6.**
Add lines 28 through 32. Copy the total to line 85. $ 0.00

34. **Is the debtor a member of an agricultural cooperative?**
- ☐ No
- ☐ Yes. Is any of the debtor's property stored at the cooperative?
  - ☐ No
  - ☐ Yes

35. **Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed?**
- ☐ No
- ☐ Yes. Description_____ Book value $_____ Valuation method_____ Current value $_____

36. **Is a depreciation schedule available for any of the property listed in Part 6?**
- ☐ No
- ☐ Yes

37. **Has any of the property listed in Part 6 been appraised by a professional within the last year?**
- ☐ No
- ☐ Yes

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. **Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?**

☑ No. Go to Part 8.

☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39. **Office furniture**			
	$		$
40. **Office fixtures**			
	$		$
41. **Office equipment, including all computer equipment and communication systems equipment and software**			
	$		$
42. **Collectibles** *Examples:* Antiques and figurines; paintings,prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles			
	$		$

43. **Total of Part 7.**
Add lines 39 through 42. Copy the total to line 86. $ 0.00

44. **Is a depreciation schedule available for any of the property listed in Part 7?**

☐ No

☐ Yes

45. **Has any of the property listed in Part 7 been appraised by a professional within the last year?**

☐ No

☐ Yes

Part 8: Machinery, equipment, and vehicles

46. **Does the debtor own or lease any machinery, equipment, or vehicles?**

☑ No. Go to Part 9.

☐ Yes. Fill in the information below.

General description Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	**Net book value of debtor's interest** (Where available)	**Valuation method used for current value**	**Current value of debtor's interest**
47. **Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles**			
	$		$
48. **Watercraft, trailers, motors, and related accessories** Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels			
	$		$
49. **Aircraft and accessories**			
	$		$
50. **Other machinery, fixtures, and equipment (excluding farm machinery and equipment)**			
	$		$

51. **Total of Part 8.**
Add lines 47 through 50. Copy the total to line 87. $ 0.00

52. **Is a depreciation schedule available for any of the property listed in Part 8?**

☐ No

☐ Yes

53. **Has any of the property listed in Part 8 been appraised by a professional within the last year?**

☐ No

☐ Yes

Part 9: Real property

54. **Does the debtor own or lease any real property?**

☑ No. Go to Part 10.

☐ Yes. Fill in the information below.

55. **Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest**

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available.	**Nature and extent of debtor's interest in property**	**Net book value of debtor's interest** (Where available)	**Valuation method used for current value**	**Current value of debtor's interest**
55.1		$		$

56. **Total of Part 9.**

Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88. $ 0.00

57. **Is a depreciation schedule available for any of the property listed in Part 9?`**

☐ No

☐ Yes

58. **Has any of the property listed in Part 9 been appraised by a professional within the last year?**

☐ No

☐ Yes

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Part 10: Intangibles and intellectual property

59. **Does the debtor have any interests in intangibles or intellectual property?**
- ☑ No. Go to Part 11.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. **Patents, copyrights, trademarks, and trade secrets**			
	$		$
61. **Internet domain names and websites**			
	$		$
62. **Licenses, franchises, and royalties**			
	$		$
63. **Customer lists, mailing lists, or other compilations**			
	$		$
64. **Other intangibles, or intellectual property**			
	$		$
65. **Goodwill**			
	$		$

66. **Total of Part 10.**
Add lines 60 through 65. Copy the total to line 89. $ 0.00

67. **Do your lists or records include personally identifiable information of customers** (as defined in 11 U.S.C. §§ 101(41A) and 107)**?**
- ☐ No
- ☐ Yes

68. **Is there an amortization or other similar schedule available for any of the property listed in Part 10?**
- ☐ No
- ☐ Yes

69. **Has any of the property listed in Part 10 been appraised by a professional within the last year?**
- ☐ No
- ☐ Yes

Part 11: All other assets

70. **Does the debtor own any other assets that have not yet been reported on this form?**
Include all interests in executory contracts and unexpired leases not previously reported on this form.

☐ No. Go to Part 12.

☑ Yes. Fill in the information below.

Current value of debtor's interest

71. **Notes receivable**

Description (include name of obligor)	Total face amount	doubtful or uncollectible accounts		Current value of debtor's interest
71.1 See Schedule A/B 71 Attachment	$ 3,240,830.00	- $ 0.00	=..... ➔	$ 3,240,830.00

72. **Tax refunds and unused net operating losses (NOLs)**

Description (for example, federal, state, local)

72.1 None Tax year $

73. **Interests in insurance policies or annuities**

73.1 None $

74. **Causes of action against third parties (whether or not a lawsuit has been filed)**

74.1 None $

Nature of claim

Amount requested $

75. **Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims**

75.1 None $

Nature of claim

Amount requested $

76. **Trusts, equitable or future interests in property**

76.1 None $

77. **Other property of any kind not already listed** *Examples*: Season tickets, country club membership

77.1 None $

78. **Total of Part 11.**

Add lines 71 through 77. Copy the total to line 90. $ 3,240,830.00

79. **Has any of the property listed in Part 11 been appraised by a professional within the last year?**

☑ No

☐ Yes

Debtor: Live Oak Investments, LP
Name

Case number *(if known)*: 24-10511

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form.

	Type of property	Current value of personal property	Current value of real property
80.	**Cash, cash equivalents, and financial assets.** *Copy line 5, Part 1.*	$ 3,061,049.48	
81.	**Deposits and prepayments.** *Copy line 9, Part 2***.**	$ 0.00	
82.	**Accounts receivable.** *Copy line 12, Part 3.*	$ 5,394.00	
83.	**Investments.** *Copy line 17, Part 4.*	$ 0.00	
84.	**Inventory.** *Copy line 23, Part 5.*	$ 0.00	
85.	**Farming and fishing-related assets.** *Copy line 33, Part 6.*	$ 0.00	
86.	**Office furniture, fixtures, and equipment; and collectibles.** *Copy line 43, Part 7.*	$ 0.00	
87.	**Machinery, equipment, and vehicles.** *Copy line 51, Part 8.*	$ 0.00	
88.	**Real property.** *Copy line 56, Part 9*...➔		$ 0.00
89.	**Intangibles and intellectual property.** *Copy line 66, Part 10.*	$ 0.00	
90.	**All other assets.** *Copy line 78, Part 11.*	$ 3,240,830.00	
91.	**Total.** Add lines 80 through 90 for each column..............................91a.	$ 6,307,273.48	+ 91b. $ 0.00

92. **Total of all property on Schedule A/B.** Lines 91a + 91b = 92. .... $ 6,307,273.48

Fill in this information to identify the case:

Debtor Name: In re : Live Oak Investments, LP

United States Bankruptcy Court for the: Northern District of California

Case number (if known): 24-10511 (CN)

☐ Check if this is an amended filing

Official Form 206D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. **Do any creditors have claims secured by debtor's property?**
   ☑ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
   ☐ Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims

2. **List in alphabetical order all creditors who have secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim.

Column A **Amount of claim** Do not deduct the value of collateral.

Column B **Value of collateral that supports this claim**

2.1 **Creditor's name**

Creditor's Name

Describe debtor's property that is subject to a lien

$ ______ $ ______

Creditor's mailing address

Notice Name

Street

City State ZIP Code

Country

Describe the lien

Is the creditor an insider or related party?

☐ No
☐ Yes

Is anyone else liable on this claim?

☐ No
☐ Yes. Fill out *Schedule H: Codebtors(Official Form 206H).*

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

As of the petition filing date, the claim is:
Check all that apply.

☐ Contingent
☐ Unliquidated
☐ Disputed

Do multiple creditors have an interest in the same property?

☐ No
☐ Yes. Have you already specified the relative priority?
   ☐ No. Specify each creditor, including this creditor, and its relative priority.
   ☐ Yes. The relative priority of creditors is specified on lines

3. **Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.** $

Part 2: **List Others to Be Notified for a Debt Already Listed in Part 1**

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address	On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for this entity
Name Notice Name Street City / State / ZIP Code Country	Line ____	

Fill in this information to identify the case:

Debtor Name: In re : Live Oak Investments, LP

United States Bankruptcy Court for the: Northern District of California

Case number (if known): 24-10511 (CN)

☐ Check if this is an amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. **Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).**

☑ No. Go to Part 2.

☐ Yes. Go to Line 2.

2. **List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part.** If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

		Total claim	Priority amount
2.1 **Priority creditor's name and mailing address**	**As of the petition filing date, the claim is:** *Check all that apply.*	$	$

Creditor Name

Creditor's Notice name

Address

City State ZIP Code

Country

☐ Contingent

☐ Unliquidated

☐ Disputed

Basis for the claim:

Date or dates debt was incurred

Last 4 digits of account number

Is the claim subject to offset?

☐ No

☐ Yes

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) ()

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. **List in alphabetical order all of the creditors with nonpriority unsecured claims.** If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

Amount of claim

3.1 **Nonpriority creditor's name and mailing address**

See Schedule E/F, Part 2 Attachment
Creditor Name

Creditor's Notice name

Address

City State ZIP Code

Country

Date or dates debt was incurred

Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.*

☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim:

Is the claim subject to offset?
☐ No
☐ Yes

$ 23,615.62

Part 3: **List Others to Be Notified About Unsecured Claims**

4. **List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.**
If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address	On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any
Name Notice Name Street City State ZIP Code Country	Line ☐ Not Listed.Explain	

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. **Add the amounts of priority and nonpriority unsecured claims.**

			Total of claim amounts
5a.	**Total claims from Part 1**	5a.	$ 0.00
5b.	**Total claims from Part 2**	5b. +	$ 23,615.62
5c.	**Total of Parts 1 and 2** Lines 5a + 5b = 5c.	5c.	$ 23,615.62

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Fill in this information to identify the case:

Debtor Name: In re : Live Oak Investments, LP

United States Bankruptcy Court for the: Northern District of California

Case number (if known): 24-10511 (CN)

☐ Check if this is an amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

1. **Does the debtor have any executory contracts or unexpired leases?**

☑ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.

☐ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

2. **List all contracts and unexpired leases**	**State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**
State what the contract or lease is for and the nature of the debtor's interest	Name
	Notice Name
State the term remaining	Address
List the contract number of any government contract	
	City / State / ZIP Code
	Country

Fill in this information to identify the case:

Debtor Name: In re : Live Oak Investments, LP

United States Bankruptcy Court for the: Northern District of California

Case number (if known): 24-10511 (CN)

☐ Check if this is an amended filing

Official Form 206H

Schedule H: Codebtors

12/15

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

1. **Does the debtor have any codebtors?**

   ☑ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.

   ☐ Yes

2. **In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, *Schedules D-G.*** Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

	Column 1: **Codebtor**		*Column 2:* **Creditor**	
	Name	**Mailing address**	**Name**	*Check all schedules that apply:*
2.1		Street City State ZIP Code Country		☐ D ☐ E/F ☐ G

In re: Live Oak Investments, LP
Case No. 24-10511
Schedule A/B 71
Notes receivable

Description (include name of obligor)	Total face amount	Doubtful or uncollectible amount	Current value of debtor's interest
Autumn Wood I, LP	111,276.00	$0.00	111,276.00
Beach Pine, LP	46,000.00	$0.00	46,000.00
Buckeye Tree, LP	46,400.00	$0.00	46,400.00
Cambria Pines, LP	92,130.00	$0.00	92,130.00
Chestnut Oak, LP	362,000.00	$0.00	362,000.00
Country Oaks I, LP	122,500.00	$0.00	122,500.00
Foxtail Pine, LP	35,500.00	$0.00	35,500.00
Ginko Tree, LP	46,000.00	$0.00	46,000.00
Nut Pine, LP	42,000.00	$0.00	42,000.00
Pinewood Condominiums, LP	51,479.20	$0.00	51,479.20
Red Oak, LP	10,000.00	$0.00	10,000.00
Red Spruce Tree, LP	74,250.00	$0.00	74,250.00
River Tree Partners, LP	45,000.00	$0.00	45,000.00
Scotch Pine, LP	239,250.00	$0.00	239,250.00
Sienna Pointe, LLC	560,000.00	$0.00	560,000.00
Vaca Villa Apartments, LP	62,044.80	$0.00	62,044.80
Windscape Apartments, LLC	1,230,000.00	$0.00	1,230,000.00
Windscape Holdings, LLC	65,000.00	$0.00	65,000.00
TOTALS:	**3,240,830.00**	**$0.00**	**3,240,830.00**

In re: Live Oak Investments, LP
Case No. 24-10511
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Address 1	Address 2	City	State	Zip	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.1	A & G Cleaning	Address on file					Trade					$70.00
3.2	Home Tax Service of America, Inc., dba LeFever Mattson Property Management	6359 Auburn Blvd.		Citrus Heights	CA	95621	Payroll, maintenance and other expense reimbursements					$4,748.98
3.3	LeFever Mattson, a California Corporation	6359 Auburn Blvd.		Citrus Heights	CA	95621	Unpaid Distribution					$18,796.64
									TOTAL:			**$23,615.62**

EXHIBIT E

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

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

The following constitutes the order of the Court.
Signed: January 26, 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 EXTENDING PLAN EXCLUSIVE PERIODS** **Date:** January 24, 2025 **Time:** 11:00 a.m. **Place**: United States Bankruptcy Court 1300 Clay Street, Courtroom 215 Oakland, CA 94612

[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.

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

Upon consideration of the *Second Motion of Debtors to Extend Plan Exclusive Periods* (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; (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) 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.

2. The last day of the Exclusive Filing Period shall be March 15, 2025, for Debtor Live Oak Investments, LP ("Live Oak").

3. The last day of the Exclusive Solicitation Period shall be May 15, 2025, for Live Oak.

4. The last day of the Exclusive Filing Period shall be May 30, 2025, for all Debtors other than Live Oak.

5. The last day of the Exclusive Solicitation Period shall be July 31, 2025, for all Debtors other than Live Oak.

6. The extension of the Exclusive Periods herein is without prejudice to the rights of the Debtors to seek further extensions to the extent permitted by 11 U.S.C. § 1121(d).

---

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

7. The relief requested herein is without prejudice to the Committee's right to seek to terminate the Exclusive Periods.

8. No cash in the possession of Live Oak may be used under any circumstances unless approved by the Court after notice and a hearing.

9. The Debtors will provide a statement explaining the prepetition transfers from Live Oak to Debtor LeFever Mattson, a California corporation, immediately prior to the filing of their voluntary petitions.

10. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

** END OF ORDER **

APPROVED AS TO FORM:
WILKIE FLEURY LLP

By: */s/ Daniel L. Egan*
Daniel L. Egan
Attorneys for
Chase 1992 Family Trust

JEFFER MANGELS BUTLER & MITCHELL LLP

By: */s/ Bennett G. Young*
Bennett G. Young
Attorneys for Duggan's Mission Chapel, Inc.,
and Amanda Henry, as Trustee of the Frank
Bragg Revocable Trust

LAW OFFICES OF THOMAS P. KELLY III P.C.

By: */s/ Thomas P. Kelly III*
Thomas P. Kelly III
Attorneys for Creditors
Andrew Revocable Trust dated June 21, 2001
Burgess Trust dated October 9, 2006

PACHULSKI STANG ZIEHL & JONES LLP

By: */s/ Brooke E. Wilson*
Brooke E. Wilson
Attorneys for the
Official Committee of Unsecured Creditors

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

Case: 24-10545 Doc# 2603-2 Filed: 01/22/25 Entered: 01/22/25 15:23:01 Page 76 of 93

Court Service List

All ECF Participants

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

EXHIBIT F

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

Entered on Docket
April 3, 2025
EDWARD J. EMMONS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

The following constitutes the order of the Court.
Signed: April 3, 2025

Charles Novack
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

In re: LEFEVER MATTSON, a California Corporation, et al., Debtors.	Case No. 24-10545 CN Chapter 11 **ORDER GRANTING MOTION OF DEBTORS TO EXTEND PLAN EXCLUSIVITY PERIODS OF LIVE OAK INVESTMENTS, LP**

On March 21, 2025, the court conducted a hearing on Debtors' Motion to Extend Plan Exclusivity Periods of Live Oak Investments, LP (the "Motion"). Appearances were stated on the record. For the reasons stated on the record,

IT IS HEREBY ORDERED that the Motion a granted.

*****END OF ORDER*****

Case No. 24-10545 CN

COURT SERVICE LIST

LeFever Mattson, a California corporation
6359 Auburn Blvd., Suite B
Citrus Heights, CA 95621

Bradley D. Sharp, President & CEO
DSI Consulting
333 South Grand Avenue, Ste 4100
Los Angeles, CA 90071

Other recipients are ECF participants.

EXHIBIT G

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

LEFEVER MATTSON ET AL
Live Oak Investments, LP Transaction Summary
August 29, 2024 to January 30, 2025

Live Oak Bank Accounts

		CBB Operating Account (x6129)	CBB MMA (x0673)	EWB MMA	Total All Accounts	
8/31/2024	Beginning Balance	$ 179,390.62			$ 179,390.62	
Asset Sale Procees						
9/4/2024	Net Sale Proceeds		$ 3,971,116.96		$ 3,971,116.96	**(1)**
9/4/2024	Transfer from MMA to Operating Account	$ 1,200,000.00	$ (1,200,000.00)		$ -	**(2)**
9/4/2024	Payment to LM of fee upon sale	$ (324,000.00)			$ (324,000.00)	**(3)**
9/4/2024	Payment to LM of 21.2% share of net sale proceeds	$ (842,418.00)			$ (842,418.00)	**(4)**
9/6/2024	Escrow refund	$ 120,241.77			$ 120,241.77	**(5)**
11/7/2024	Transfer to MMA	$ (285,000.00)	$ 285,000.00		$ -	**(6)**
1/30/2025	Transfer to Live Oak MMA at EastWest Bank	$ (8,000.00)	$ (3,057,063.47)	$ 3,065,063.47	$ -	**(7)**
Operating Transactions						
	LeFever Mattson Management & Maint fees	$ (6,012.89)			$ (6,012.89)	**(8)**
	LeFever Mattson Payroll & Other Reimbursement	$ (6,211.35)			$ (6,211.35)	**(9)**
	US Trustee Fees	$ (250.00)			$ (250.00)	**(10)**
	Other Sale Stub Payables (net)	$ (27,373.33)			$ (27,373.33)	**(11)**
	Interest Income	$ -	$ 946.51	$ -	$ 946.51	
	Ending Balance	**$ 366.82**	**$ (0.00)**	**$ 3,065,063.47**	**$ 3,065,430.29**	

See Notes on the Following Page

Live Oak Investments, LP
Transaction Summary, August 29, 2024 – January 30, 2025

Asset Sale Proceeds

On August 29, 2024, Live Oak Investments, LP sold the property located at 410 Buck Avenue, Vacaville, CA. At close of escrow, the net amount due to seller was $3,971,116.96.[1]

1. September 4, 2024: Net sale proceeds of $3,971,116.96 received in the Live Oak Investments LP Money Market Account at Citizens Business Bank, ending -0673 ("Live Oak MMA").
2. September 4, 2024: $1,200,000 transferred from Live Oak MMA to the account at Citizens Business Bank titled Home Tax Service of America LeFever Mattson Property Southwood Place Apartment Trust Account, ending -6129 ("Live Oak Operating"). (At the time of transfer, Live Oak Operating had a balance of $179,390.62.)
3. September 4, 2024: Disbursement to LeFever Mattson of $324,000 from Live Oak Operating, in payment of the General Partner fee upon sale of the property (3% of the property sale price of $10,800,000).
4. September 4, 2024: Disbursement to LeFever Mattson of $842,418 from Live Oak Operating, representing LeFever Mattson's 21.214% ownership interest in the net sale proceeds of $3,971,116,96.
5. September 6, 2024: Refund from mortgage impound account in the amount of $120,417.77 deposited into Live Oak Operating.
6. November 7, 2024: $285,000 transferred from Live Oak Operating to Live Oak MMA.
7. January 30, 2025: $8,000 transferred from Live Oak Operating to a new Live Oak Money Market Account at EastWest Bank ("EWB MMA") and $3,057,063.47 transferred from the Live Oak MMA to the EWB MMA account.

Operating Transactions

During the period identified above, Live Oak Operating had the following operating transactions:

8.	LeFever Mattson Property Management & Maintenance Fees	$6,012.89
9.	Reimbursement of property staff and other expenses paid by LeFever Mattson Property Management	$6,211.35
10.	U.S. Trustee Fees	$250.00
11.	Payment of accounts payable incurred prior to the property sale	$27,373.33

[1] See attached Escrow Closing Statement.

OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

1001 Sylvan Avenue, Building A • Modesto CA • 95350 • (209) 544-1823 • FAX (209) 544-9549

Live Oak Investments, LP
6359 Auburn Blvd.
Citrus Heights, CA 95621-5272

Certified to be a true and correct copy of the original.
Maly Chavez
Old Republic Title Company

Date: August 29, 2024
Escrow No.: 1614028541-JO
Escrow Officer: Joanne Maynard
Settlement Date: August 29, 2024

Property: 410 Buck Avenue, Vacaville, CA 95687

Final Seller's Settlement Statement

Item		Debits	Credits
Sales Price			10,800,000.00
Existing Loan with Walker & Dunlop LLC		6,718,000.00	
Paid Outside Closing			
Real Estate Taxes to Solano County Tax Collector (0126-160-110)			
2nd Installment 2023-2024 to Solano County Tax Collector $32,523.39 (Seller)			
Signing/Notary Services to SnapDocs		160.00	
Prorata R.E. Taxes, 07/01/24 to 08/29/24, 58 days @ $180.6855		10,479.76	
Interest on Existing Loan 08/01/24 to 08/29/24, 28 days @ $731.5200		20,482.56	
Rental Adj. by unit			
, 08/29/24 to 09/01/24, 3 days @ $2,947.4630		8,842.39	
Prepaid Rent		808.13	
Make Ready Credit		6,000.00	
Deposits		44,216.00	
Escrow Fees to Old Republic Title Company		6,150.00	
Additional Charges		120.00	
CA-Reporting and Withholding Service Fee to Old Republic Title Company	45.00		
Wire Service Fee to Old Republic Title Company	25.00		
Doc Prep Deed to Old Republic Title Company	50.00		
Title Charges			
ALTA Ext. Owner's Policy to Old Republic Title Company		8,900.00	
Recording Fees		209.00	
Deed to Solano County	19.00		
Assumption Agreement to Solano County	96.00		
Power of Attorney to Solano County	34.00		
UCC to Solano County	30.00		
UCC to Solano County	30.00		
Other Title Fees		25.00	
Recording Service Fee to Old Republic Title Company	25.00		
County Transfer Tax to County of Solano		4,490.20	
Due To Seller		3,971,116.96	
Total		10,800,000.00	10,800,000.00

JO/aa

August 29, 2024 9:51 AM

EXHIBIT H

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

Entered on Docket
September 23, 2024
EDWARD J. EMMONS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

The following constitutes the order of the Court.
Signed: September 20, 2024

Charles Novack
U.S. Bankruptcy Judge

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

Proposed 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, Debtor.	Case No. 24-10545 (CN) Tax ID No. 68-0197537 Chapter 11
In re: CALIFORNIA INVESTMENT PROPERTIES, a California corporation, Debtor.	Case No. 24-10543 (CN) Tax ID No. 30-0289474 Chapter 11
In re: HOME TAX SERVICE OF AMERICA, INC., dba LeFever Mattson Property Management, Debtor.	Case No. 24-10544 (CN) Tax ID No. 68-0262554 Chapter 11

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SAN FRANCISCO, CALIFORNIA 94105

In re: APAN PARTNERS LLC, Debtor.	Case No. 24-10487 (CN) Tax ID No. [Unknown] Chapter 11
In re: AUTUMN WOOD I, LP, Debtor.	Case No. 24-10488 (CN) Tax ID No. 20-0164208 Chapter 11
In re: BAY TREE, LP, Debtor.	Case No. 24-10489 (CN) Tax ID No. 82-1071378 Chapter 11
In re: BEACH PINE, LP, Debtor.	Case No. 24-10490 (CN) Tax ID No. 83-2643272 Chapter 11
In re: BISHOP PINE, LP, Debtor.	Case No. 24-10491 (CN) Tax ID No. 83-2643038 Chapter 11
In re: BLACK WALNUT, LP, Debtor.	Case No. 24-10492 (CN) Tax ID No. 47-2451858 Chapter 11
In re: BUCK AVENUE APARTMENTS, LP, Debtor.	Case No. 24-10493 (CN) Tax ID No. 54-2090323 Chapter 11

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SAN FRANCISCO, CALIFORNIA 94105

In re: BUCKEYE TREE, LP, Debtor.	Case No. 24-10494 (CN) Tax ID No. 88-2980108 Chapter 11
In re: BUR OAK, LP, Debtor.	Case No. 24-10495 (CN) Tax ID No. 87-4699497 Chapter 11
In re: BUTCHER ROAD PARTNERS, LLC, Debtor.	Case No. 24-10496 (CN) Tax ID No. 45-5159521 Chapter 11
In re: CAMBRIA PINE, LP, Debtor.	Case No. 24-10497 (CN) Tax ID No. 83-2644771 Chapter 11
In re: CHESTNUT OAK, LP, Debtor.	Case No. 24-10498 (CN) Tax ID No. 87-4702239 Chapter 11
In re: COUNTRY OAKS I, LP, Debtor.	Case No. 24-10499 (CN) Tax ID No. 26-0860694 Chapter 11
In re: DIVI DIVI TREE, L.P., Debtor.	Case No. 24-10500 (CN) Tax ID No. 71-0926806 Chapter 11

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SAN FRANCISCO, CALIFORNIA 94105

In re: DOUGLAS FIR INVESTMENTS, LP, Debtor.	Case No. 24-10501 (CN) Tax ID No. 47-4674444 Chapter 11
In re: FIRETREE I, LP, Debtor.	Case No. 24-10502 (CN) Tax ID No. 82-3519393 Chapter 11
In re: FIRETREE II, LP, Debtor.	Case No. 24-10503 (CN) Tax ID No. 82-3519554 Chapter 11
In re: FIRETREE III, LP, Debtor.	Case No. 24-10504 (CN) Tax ID No. 82-3919655 Chapter 11
In re: FOXTAIL PINE, LP, Debtor.	Case No. 24-10505 (CN) Tax ID No. 83-2643197 Chapter 11
In re: GINKO TREE, LP, Debtor.	Case No. 24-10506 (CN) Tax ID No. 88-2960976 Chapter 11
In re: GOLDEN TREE, LP, Debtor.	Case No. 24-10507 (CN) Tax ID No. 82-1060045 Chapter 11

In re: HAGAR PROPERTIES, LP, Debtor.	Case No. 24-10508 (CN) Tax ID No. 04-3598044 Chapter 11
In re: HEACOCK PARK APARTMENTS, LP, Debtor.	Case No. 24-10509 (CN) Tax ID No. 46-3737509 Chapter 11
In re: LEFEVER MATTSON I, LLC, Debtor.	Case No. 24-10510 (CN) Tax ID No. 47-4960075 Chapter 11
In re: LIVE OAK INVESTMENTS, LP, Debtor.	Case No. 24-10511 (CN) Tax ID No. 47-3786181 Chapter 11
In re: MONTEREY PINE, LP, Debtor.	Case No. 24-10512 (CN) Tax ID No. 83-2644824 Chapter 11
In re: NAPA ELM, LP, Debtor.	Case No. 24-10513 (CN) Tax ID No. 54-2090332 Chapter 11
In re: NUT PINE, LP, Debtor.	Case No. 24-10514 (CN) Tax ID No. 83-2661795 Chapter 11

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In re: PINECONE, LP, Debtor.	Case No. 24-10515 (CN) Tax ID No. 84-2395880 Chapter 11
In re: REDBUD TREE, LP, Debtor.	Case No. 24-10516 (CN) Tax ID No. 88-2961999 Chapter 11
In re: RED CEDAR TREE, LP, Debtor.	Case No. 24-10517 (CN) Tax ID No. 88-3572519 Chapter 11
In re: RED MULBERRY TREE, LP, Debtor.	Case No. 24-10518 (CN) Tax ID No. 88-3572594 Chapter 11
In re: RED OAK, LP, Debtor.	Case No. 24-10519 (CN) Tax ID No. 61-2022650 Chapter 11
In re: RED OAK TREE, LP, Debtor.	Case No. 24-10520 (CN) Tax ID No. 92-1008382 Chapter 11
In re: RED SPRUCE TREE, LP, Debtor.	Case No. 24-10521 (CN) Tax ID No. 92-0780568 Chapter 11

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In re: RIVER BIRCH, LP, Debtor.	Case No. 24-10522 (CN) Tax ID No. 86-3020630 Chapter 11
In re: RIVER TREE PARTNERS, LP, Debtor.	Case No. 24-10523 (CN) Tax ID No. 81-3671554 Chapter 11
In re: RIVER VIEW SHOPPING CENTER 1, LLC, Debtor.	Case No. 24-10524 (CN) Tax ID No. 47-4186147 Chapter 11
In re: RIVER VIEW SHOPPING CENTER 2, LLC, Debtor.	Case No. 24-10525 (CN) Tax ID No. 47-4186476 Chapter 11
In re: RT CAPITOL MALL, LP, Debtor.	Case No. 24-10526 (CN) Tax ID No. 81-3775896 Chapter 11
In re: RT GOLDEN HILLS, LP, Debtor.	Case No. 24-10527 (CN) Tax ID No. 81-3708073 Chapter 11
In re: SCOTCH PINE, LP, Debtor.	Case No. 24-10528 (CN) Tax ID No. 86-3043628 Chapter 11

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In re: SEQUOIA INVESTMENT PROPERTIES, LP, Debtor.	Case No. 24-10529 (CN) Tax ID No. 32-0136044 Chapter 11
In re: SIENNA POINTE, LLC, Debtor.	Case No. 24-10530 (CN) Tax ID No. 47-4712579 Chapter 11
In re: SPRUCE PINE, LP, Debtor.	Case No. 24-10532 (CN) Tax ID No. 84-2396399 Chapter 11
In re: TRADEWINDS APARTMENTS, LP, Debtor.	Case No. 24-10533 (CN) Tax ID No. 54-2090326 Chapter 11
In re: VACA VILLA APARTMENTS, LP, Debtor.	Case No. 24-10534 (CN) Tax ID No. 54-2090327 Chapter 11
In re: VALLEY OAK INVESTMENTS, LP, Debtor.	Case No. 24-10535 (CN) Tax ID No. 47-3383417 Chapter 11
In re: WATERTREE I, LP, Debtor.	Case No. 24-10536 (CN) Tax ID No. 82-3519819 Chapter 11

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In re: WILLOW OAK, LP, Debtor.	Case No. 24-10537 (CN) Tax ID No. 87-4700495 Chapter 11
In re: WINDSCAPE APARTMENTS, LLC, Debtor.	Case No. 24-10417 (CN) Tax ID No. 83-1597353 Chapter 11
In re: WINDSCAPE APARTMENTS I, LP, Debtor.	Case No. 24-10538 (CN) Tax ID No. 26-0860477 Chapter 11
In re: WINDSCAPE APARTMENTS II, LP, Debtor.	Case No. 24-10539 (CN) Tax ID No. 26-0860509 Chapter 11
In re: WINDSCAPE HOLDINGS, LLC, Debtor.	Case No. 24-10540 (CN) Tax ID No. 83-1608759 Chapter 11
In re: WINDTREE, LP, Debtor.	Case No. 24-10541 (CN) Tax ID No. 82-4974654 Chapter 11
In re: YELLOW POPLAR, LP, Debtor.	Case No. 24-10542 (CN) Tax ID No. 86-3043392 Chapter 11

KELLER BENVENUTTI KIM LLP
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SAN FRANCISCO, CALIFORNIA 94105

ORDER (I) DIRECTING THE JOINT ADMINISTRATION OF THE DEBTORS' CHAPTER 11 CASES AND (II) GRANTING CERTAIN RELATED RELIEF

Date: September 18, 2024
Time: 2:00 p.m. (Pacific Time)
Place: United States Bankruptcy Court
1300 Clay Street, Courtroom 215
Oakland, CA 94612

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

Upon the *Motion of Debtors for Entry of an Order (I) Directing the Joint Administration of the Debtors' Chapter 11 Cases and (II) Granting Certain Related Relief* (the "Motion"),[2] filed by the Debtors; and upon consideration of the Sharp Declaration, the statements of counsel and the evidence adduced with respect to the Motion; and this Court having found that (i) the Court has jurisdiction to consider this matter 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. Feb. 22, 2016), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California; (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 was sufficient under the circumstances; and this Court, after due deliberation, having found and 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 herein.

2. The above-captioned Chapter 11 Cases shall be and hereby are consolidated for procedural purposes only and shall be administered jointly. The Clerk of the Court shall maintain one file and one docket for all of the Chapter 11 Cases, which file and docket shall be the file and docket for Debtor LeFever Mattson (the "Main Case"), Case No. 24-10545 (CN).

3. The caption of the jointly administered cases shall read as follows:

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

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

Case: 24-10545 Doc# 45 Filed: 09/20/24 Entered: 09/20/24 15:23:10 Page 2 of 9

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

[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.

4. All pleadings and notices shall be captioned as indicated in the preceding paragraph, and all original docket entries shall be made in the case of LeFever Mattson, in Case No. 24-10545 (CN). The consolidated caption satisfies the requirements of section 342(c)(1) of the Bankruptcy Code and Bankruptcy Rules 1005 and 2002(n) in all respects.

5. An entry shall be made on the dockets of each of the Chapter 11 Cases, other than the docket maintained for the Chapter 11 Case of LeFever Mattson, as follows:

> An order has been entered in this case in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure directing the procedural consolidation and joint administration of LeFever Mattson and its affiliate debtors. All further pleadings and other papers shall be filed in, and all further docket entries shall be made in, the docket of LeFever Matton, Case No. 24-10545, and such docket should be consulted for all matters affecting this chapter 11 case.

6. Unless otherwise ordered by the Court, the Debtors shall file separate schedules of assets and liabilities, statements of financial affairs, and periodic operating reports, and each Debtor will maintain a separate claims register through the claims and noticing agent. The

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Debtors' rights to request consolidation of such reports, schedules, statements, or claims registers are preserved.

7. The terms of this Order are immediately effective and enforceable upon its entry.

8. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

END OF ORDER

APPROVED AS TO FORM:

TRACY HOPE DAVIS
UNITED STATES TRUSTEE

By: */s/ Jared A. Day*
Jared A. Day
Trial Attorney for United States Trustee

Court Service List

All ECF Participants

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

Thomas P. Kelly III, Attorney at Law
Law Offices of Thomas P. Kelly III P.C.
CA 230699, OR 080927, DC 1000147
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

Attorney for Live Oak Investments LP
and its general partner William Andrew

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA, SANTA ROSA DIVISION

In re: LEFEVER MATTSON, a California corporation, *et al.*,[1] Debtors.	Case No. 24-10545 (CN) (Lead Case) Chapter 11 (Jointly Administered) DECLARATION OF WILLIAM ANDREW Date: November 19, 2025 Time: 11:00AM Judge: Hon. Charles Novack Court: 1300 Clay Street, Courtroom 215, Oakland, California 94612 Via teleconference Date filed: September 12, 2024

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.

DECLARATION OF WILLIAM ANDREW

I, WILLIAM ANDREW, declare as follows:

1. I am over the age of eighteen (18) years old, and I have personal knowledge of the facts stated in this declaration, and if called as a witness, could and would testify competently to the truth of the facts as stated herein.

2. Attached hereto and marked as Exhibit A is a true and correct copy of that letter dated November 22, 2004 from LeFever Mattson Inc. to the investors for the Southwood Apartments.

3. Attached hereto and marked as Exhibit B is a true and correct copy of the April 21, 2015 letter from LeFever Mattson Inc. to the investors for the Southwood Apartments.

4. Attached hereto and marked as Exhibit C is a true and correct copy of the March 24, 2015 partnership agreement for Live Oak Investments LP.

5. Attached hereto and marked as Exhibit D is a true and correct copy of the June 28, 2024 proposed consent form to sell Southwood Apartments as prepared by LeFever Mattson Inc. and which was sent to the limited partners of Live Oak Investments LP.

6. Attached hereto and marked as Exhibit E is a true and correct copy of the sellers statement for the sale of the Southwood Apartments.

7. I was never given prior notice by anyone of the proposed transfer of $2,366,418.00 from Live Oak Investments LP to LeFever Mattson Inc. And only learned of this transfer several weeks after the filing of the present bankruptcy case.

8. To the best of my knowledge, none of the partners of Live Oak Investments LP was given prior notice by anyone of the proposed transfer of $2,366,418.00 from Live Oak Investments LP to LeFever Mattson Inc..

9. On October 7, 2025 Creditors Andrew Revocable Trust dated June 21, 2001 and the Burgess Trust dated October 9, 2006 (hereinafter collectively "Creditors") called a meeting of the partnership of Debtor which was held on October 9, 2025. The notice of meeting was duly served on all partners of Debtor including LeFeverMattson Inc. (Hereinafter "LFM").

10. I personally attended this meeting. LFM appeared and participated through the

Thomas P. Kelly III
50 Old Courthouse Sq.
Suite 609
Santa Rosa, California
95404-4926
(707)545-8700

presence of Bradley Sharp as the Chief Restructuring Officer and through counsel David Taylor.

11. At this meeting, the partnership voted to remove LFM as the general partner of Debtor, to appoint myself as general partner and president, to remove Keller Benvenutti Kim LLP as counsel for Debtor, and to retain the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor.

12. On October 10, 2025 Debtor through myself acting as general partner, entered into a representation agreement with the Law Offices of Thomas P. Kelly III P.C.. a true and correct copy of which is attached hereto and marked as Exhibit F.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the State of California and the laws of the United States that the foregoing is true and correct. Executed at Reno, Nevada on the date referenced below.

Dated: October 22, 2025

William Andrew

William Andrew, as general partner
for Live Oak Investments L.P.

Thomas P. Kelly III
50 Old Courthouse Sq.
Suite 609
Santa Rosa, California
95404-4926
(707)545-8700

EXHIBIT A

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

November 22, 2004

Congratulations. We are nearing the end of the process of the purchase of the Southwood Apartments in Vacaville, California.

You should have received (and hopefully returned to Washington Mutual) a loan application related to this property. If this has not occurred, please contact us immediately.

Enclosed you will find a co-tenancy agreement that provides terms for the purchase and operation of this property. This copy is for your files and for your review.

Please review Schedule A of this agreement. It details owner contributions and corresponding ownership interests approximated as of close of escrow. These numbers may change by the time of close. According to the terms of the agreement, Schedule A will be modified should actual contributions made or required for close of escrow differ from those stated in that document.

Please review Schedule A to assure that your name(s) is listed as you desire to hold title, and to assure that the contribution noted is the amount that you intend to contribute. Please call us if this document needs to be modified.

Sometime around the first full week of December you will be required to sign documents (including a copy of the co-tenancy agreement) and make arrangements for transferring funds. (Some or all of your funds may be held with an exchange coordinator.)

Donna Miller at Fidelity Title, Vacaville, should be contacted to make arrangements concerning signing documents and transfer of funds. (707) 449-3472. <u>It is especially important that you let her know if you will be out of the area during the time of signing.</u>

If you have any questions about the purchase, your contribution, or any documents you will need to sign, please call me at (707) 678-8867.

Tim LeFever
Real Estate Broker

301 BUCK AVENUE • VACAVILLE, CA • 95688
PHONE: (707) 678-8867 • FAX: (707) 678-4266

EXHIBIT B

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

LEFEVER MATTSON

April 21, 2015

Dear Tenant In Common owners of the Southwood Apartments,

In order to refinance the Southwood Apartments, the lender has asked that we create an ownership entity. This is a common request from lenders and we have created a limited partnership (LP) for this purpose.

Attached you will find the LP agreement, a deed for deeding your interest into the partnership, as well as other documents. Each of our ownership interests will remain the same and this does not affect owner distributions that you have been receiving each month. But the refinance will allow us to have better terms on the funds loaned for the property.

Jennifer Borges will be coordinating getting your signed documents, and you will find specific instructions from her on signing and returning the documents. Note that your signature on the deed will need to be notarized.

If you have any questions on this process, feel free to call me at (707)330-5001.

Tim LeFever

For LeFever Mattson

INITIAL:
X______ X______

6359 AUBURN BLVD. STE. B • CITRUS HEIGHTS, CA • 95621
PHONE: (707) 678-8867 • FAX: (707) 678-4266

Please retain the following information for your records:

- Cover Letter
- Disclosures
- LP Agreement

Jennifer 11

Your contact for receiving owner checks will continue to be Brady Yount at the Sacramento Office. He can be reached at 916 723-5111 ext. 123 or byount@lefevermattson.com.

Your contact for revised Schedule A's and tax questions will be John Eckle at the Sacramento Office. He can be reached at 916 723-5111 ext. 112 or jeckle@lefevermattson.com.

DISCLOSURES

LIVE OAK INVESTMENTS, LP

The limited partners acknowledge and agree to the following:

1. The members of the LP have entered into a management contract with LEFEVER MATTSON Property Management for property management services at the apartment complex.

2. LEFEVER MATTSON Property Management, a for profit company, is under the same ownership as LEFEVER MATTSON, Inc., general partner of the LP.

3. LEFEVER MATTSON, Inc. is licensed in the state of California as a real estate broker and receives compensation for its work.

4. LEFEVER MATTSON is not representing any other owner in this transaction. LEFEVER MATTSON encourages all owners to seek independent real estate, legal, and accounting advice regarding any investment transaction.

5. LEFEVER MATTSON has made no representations as to the current value, income potential (on a monthly or annual basis), or potential resale value of these units. Cash flow and potential increase in value of the asset differ in each real estate investment. Generally the owners receive a monthly income that cannot be sustained by initial cash flow alone but is supplemented by reserves and by anticipated increases in income over time. Equity increases, while significant in many past LEFEVER MATTSON led investments, are not guaranteed.

GENERAL PARTNER:

LEFEVER MATTSON,
a California corporation

By: ______________________________
Tim LeFever, Vice President

LIMITED PARTNERS:

"Anderson 2001 Revocable Trust dated June 12, 2001"

By: ______________________________ ______________________________
Graham Michael Anderson, Trustee Teresa Susan Anderson, Trustee

"Chase Restated 1992 Chase Family Trust"

By: ______________________________ ______________________________
John L. Chase, Trustee Susan G. Chase, Trustee

"Davis"

By: ______________________ ______________________
Ray M. Davis Kim Rae Davis

"Fleming Family Trust dated August 27, 1998"

By: ______________________ ______________________
John C. Fleming, Trustee Dominique Fleming, Trustee

"Fox Family Trust dated May 24, 2002"

By: ______________________ ______________________
Gary R. Fox, Trustee Katherine E. Fox, Trustee

"Gardner Family Trust dated December 16, 1991"

By: ______________________ ______________________
Maurice H. Gardner, Trustee Nancy A. Gardner, Trustee

"Girardi Revocable Living Trust dated May 1, 2002"

By: ______________________ ______________________
John A. Girardi, Trustee Marsi A. Girardi, Trustee

"LeFever Mattson, a California corporation"

By: ______________________
Tim LeFever, Vice President

Ogg

By: ______________________
Kathy Ogg

"Powell"

By: ______________________ ______________________
Ellis T. Powell, Jr. Jacquelyn Powell

"Rice"

By: ______________________ ______________________
Willis Rice Linda Rice

SCHEDULE A
Southwood Place Apartments
Buck Avenue, Vacaville
updated 7/1/14

Owner's Name	Invested Amount	Investment Percent
The Anderson 2001 Revocable Trust	169,903.58	7.859%
Chase 1992 Irrevocable Trust	206,080.12	9.532%
Davis, Ray & Kim	149,512.25	6.916%
Fleming Family Trust	250,000.00	11.563%
Fox Family Trust	217,419.81	10.057%
Gardner Family Trust	259,875.34	12.020%
Girardi, John & Marsi	152,918.86	7.073%
LeFever Mattson, Inc.	271,677.92	12.566%
Ogg, Kathy	160,864.75	7.441%
Powell, Ellis & Jackie	195,799.99	9.057%
Rice, Willis & Linda	127,929.37	5.917%
	2,161,981.99	100.00%

EXHIBIT C

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

LIMITED PARTNERSHIP AGREEMENT

OF LIVE OAK INVESTMENTS, LP

A CALIFORNIA LIMITED PARTNERSHIP

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This Limited Partnership Agreement (this "*Agreement*") of Live Oak Investments, LP, a California limited partnership (the "*Partnership*"), is entered into effective as of March 24, 2015 (the "*Effective Date*"), by LeFever Mattson, a California corporation (the "*General Partner*") and the other individuals and/or entities who are or become signatories hereto (referred to individually as a "*Limited Partner*" and collectively with the General Partner as the "*Partners*").

RECITALS

WHEREAS, Live Oak Investments, LP, a California limited partnership (the "*Partnership*"), was formed pursuant to the California Revised Limited Partnership Act, as set forth in Sections 15611 et seq, of the California Corporations Code upon the filing of the Certificate of Limited Partnership of the Company with the Secretary of State of California (the "*Secretary of State*") on March 24, 2015, file number 201508600007;

WHEREAS, the Partners desire to enter into this Agreement to provide for the governance of the Partnership, the conduct of its business, and to specify their relative rights and obligations effective as of the conversion;

NOW THEREFORE, in consideration of the foregoing, the Partners hereby agree as follows:

ARTICLE I

DEFINITIONS

The following capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement and when not so defined shall have the meanings set forth in the Act.

1.1 Act

"*Act*" means the California Revised Limited Partnership Act, as set forth in Sections 15611, et seq., of the California Corporations Code, including amendments from time to time.

1.2 Assignee

"*Assignee*" means a Person who has acquired a Partner's Economic Interest in the Partnership, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Partner.

1.3 Assigning Partner

"*Assigning Partner*" means a Partner who by means of a Transfer has transferred an Economic Interest in the Partnership to an Assignee.

1.4 Capital Account

"*Capital Account*" means, as to any Partner, a separate account maintained and adjusted in accordance with Article Three, Section 3.5.

1.5 Capital Contribution

"*Capital Contribution*" means, with respect to any Partner, the amount of the money and the Fair Market Value of any property (other than money) contributed to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take "subject to" under IRC Section 752) in consideration of a Percentage Interest held by such Partner. A Capital Contribution shall not be deemed a loan.

1.6 Capital Event

"*Capital Event*" means a sale or disposition of any of the Partnership's capital assets, the receipt of insurance and other proceeds derived from the involuntary conversion of Partnership property, the receipt of proceeds from a refinancing of Partnership property, or a similar event with respect to Partnership property or assets.

1.7 Code or IRC

"*Code*" or "IRC" means the Internal Revenue Code of 1986, as amended, and any successor provision.

1.8 Economic Interest

"*Economic Interest*" means a Person's right to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, the Partnership, but does not include any other rights of a Partner, including the right to vote or to participate in management.

1.9 Encumber

"*Encumber*" means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law.

1.10 Encumbrance

"*Encumbrance*" means, with respect to any Partnership Interest, or any element thereof, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

1.11 Gross Asset Value

"*Gross Asset Value*" means, with respect to any item of property of the Partnership, the item's adjusted basis for federal income tax purposes, except as follows:

1.11.1 The Gross Asset Value of any item of property contributed by a Partner to the Partnership shall be the fair market value of such property, as mutually agreed by the contributing Partner and the Partnership; and

1.11.2 The Gross Asset Value of any item of Partnership property distributed to any Partner shall be the fair market value of such item of property on the date of distribution.

1.12 Initial Partner

"*Initial Partner*" or "Initial Partners" means those Persons whose names are set forth in Exhibit A, attached. A reference to an "Initial Partner" means any of the Initial Partners.

1.13 Involuntary Transfer

"*Involuntary Transfer*" means, with respect to any Partnership Interest, or any element thereof, any Transfer or Encumbrance, whether by operation of law, pursuant to court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.

1.14 Losses

"*Losses*." See "Profits and Losses."

1.15 Majority of Partners

"*Majority of Partners*" means a Partner or Partners whose Percentage Interests represent more than 50 percent of the Percentage Interests of all the Partners.

1.16 Notice

"*Notice*" means a written notice required or permitted under this Agreement. A notice shall be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to Federal Express or United Parcel Service for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the notice to the recipient.

1.17 Partner

"*Partner*" means an Initial Partner or a Person who otherwise acquires a Partnership Interest, as permitted under this Agreement, and who remains a Partner.

1.18 Partnership

"*Partnership*" means LIVE OAK INVESTMENTS, LP, a California limited partnership.

1.19 Partnership Interest

"*Partnership Interest*" means a Partner's entire interest in the Partnership, including the Partner's Economic Interest, Percentage Interest, Voting Interest and all other interests of a Partner in the Partnership.

1.20 Percentage Interest

"*Percentage Interest*" means a fraction, the numerator of which is the total of a Partner's Capital Account and the denominator of which is the total of all Capital Accounts of all Partners.

1.21 Person

"*Person*" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

1.22 Profits and Losses

"*Profits and Losses*" means, for each fiscal year or other period specified in this Agreement, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with IRC Section 703(a).

1.23 Property

"*Property*" means the real property currently or hereafter owned by the Partnership, which as of the Effective Date includes but is not limited to an apartment complex located at 410 Buck Avenue, Vacaville, CA known as Southwood Apartments.

1.24 Proxy

"*Proxy*" has the meaning set forth in the first paragraph of California Corporations Code Section 15611(aa). A Proxy may not be transmitted orally.

1.25 Regulations

"*Regulations*" or "*Reg*" means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Code, as such Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

1.26 Successor in Interest

"*Successor in Interest*" means an Assignee, a successor of a Person by merger or otherwise by operation of law, or a transferee of all or substantially all of the business or assets of a Person.

1.27 Transfer

"*Transfer*" means, with respect to a Partnership Interest, or any element of a Partnership Interest, any sale, assignment, gift, Involuntary Transfer, or other disposition of all or any portion of a Partnership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

1.28 Vote

"*Vote*" means a written consent or approval, a ballot cast at a Meeting, or a voice vote.

1.29 Voting Interest

"*Voting Interest*" means, with respect to a Partner, the right to Vote or participate in management and any right to information concerning the business and affairs of the Partnership provided under the Act, except as limited by the provisions of this Agreement. A Partner's Voting Interest shall be directly proportional to that Partner's Percentage Interest.

ARTICLE II

CERTIFICATE OF LIMITED PARTNERSHIP

2.1 Filing with Secretary of State

The Certificate was filed with the California Secretary of State on March 24, 2015, file number 201508600007.

2.2 Partnership Name

The name of the Partnership shall be LIVE OAK INVESTMENTS, LP.

2.3 Principal Office

The principal executive office of the Partnership shall be 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621, or such other place or places as may be determined by the General Partner from time to time.

2.4 Agent for Service

The initial agent for service of process on the Partnership shall be Tim LeFever, at 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621. A Majority of Partners may from time to time change the Partnership's agent for service of process.

2.5 Partnership Purpose

The Partnership has been formed for the purposes of engaging in the business of real estate investment, and any other act or activity incidental to the foregoing. In furtherance of the foregoing, the Partnership has acquired an interest in the Property.

2.6 Partnership Taxation

The Partners intend the Partnership to be a limited partnership under the Act, classified as a partnership for federal and, to the maximum extent possible, state income taxes. Neither a General Partner nor any Partner shall take any action inconsistent with the express intent of the parties to this Agreement.

2.7 Term

The term of existence of the Partnership commenced on the effective date of filing of Certificate with the California Secretary of State, and shall continue until terminated by the provisions of this Agreement or as provided by law.

2.8 General Partners

The General Partner and the management of the Partnership is set forth in Article Five of this Agreement.

ARTICLE III

CAPITALIZATION

3.1 Partner Contribution

Each Partner has contributed to the capital of the Partnership as the Partner's Capital Contribution the money and property specified in Exhibit A attached hereto. Each Partner's Percentage Interest in the Partnership is listed on Exhibit A attached hereto.

At the discretion of the General Partner, an Initial Partner may substitute an interest-bearing note for his or her Capital Contribution. Such note shall be due immediately upon the call of the General Partner.

The Fair Market Value of each item of contributed property as agreed between the Partnership and the Partner contributing such property is set forth in Exhibit A attached hereto.

3.2 Failure to Make Contribution

If a Partner fails to make a required Capital Contribution within the later of 30 days after the contribution date agreed upon by all the Partners, that Partner's entire Partnership Interest shall terminate and that Partner shall indemnify and hold the Partnership and the other Partners harmless from any loss, cost, or expense, including reasonable attorney fees caused by the failure to make such Capital Contribution.

3.3 Additional Capital Contributions

Two types of Additional Capital Contributions may be needed to enable the Partnership to conduct its business: (1) Discretionary Additional Capital Contributions and (2) Mandatory Additional Capital Contributions.

3.3.1 Discretionary Additional Capital Contributions

A Majority of the Partners may determine from time to time that Capital Contributions in addition to the Partners' initial Capital Contributions would allow the Partnership to enhance and improve its investment objectives. Upon such determination by a Majority of the Partners, the President shall give notice to all Partners in writing at least 90 days before the date on which such additional Capital Contribution is due. The Notice shall set forth the amount of additional Capital Contribution needed, the purpose for which it is needed, and the date by which the Partners shall contribute. Each Partner shall be required to make an additional Capital Contribution in an amount that bears the same proportion to the total additional Capital Contribution that such Partner's Capital Account balance bears to the total Capital Account balances of all Partners.

3.3.2 Mandatory Additional Capital Contributions

The President may reasonably determine that the Partnership's capital is or is presently likely to become insufficient for the conduct of its business as now conducted or as proposed by the General Partner to be conducted and that Capital Contributions in addition to the Partners' initial Capital Contributions are necessary to enable the Partnership to so conduct its business. On making such a determination, the President may give notice to all Partners in writing at least 90 days before the date on which such additional Capital Contribution is due, setting forth the amount of additional Capital Contribution needed, the purpose for which it is needed, and the date by which the Partners shall contribute. Purposes for which additional Capital Contributions may called include, but are not limited to: the improvement, repair, maintenance, operation and management of existing Partnership assets and the acquisition, improvement and development of new assets. Each Partner shall be required to make an additional Capital Contribution in an amount that bears the same proportion to the total additional Capital Contribution that such Partner's Capital Account balance bears to the total Capital Account balances of all Partners.

3.3.3 Alternative to Additional Capital Contributions

In addition or as an alternative to making an additional capital call to the Partners, or if all of the additional capital called for in any notice referred to above is not raised through additional contributions by all or some of the Partners, the President shall have the right to obtain such additional capital by the sale of additional Partnership Interests to existing Partners and/or persons other than the existing Partners, on the same or more favorable terms and conditions offered to the Partners as set forth herein. Capital raised in connection with the offer and sale of additional Partnership Interests shall be used in furtherance of the Partnership's purpose and for general working capital purposes. In the event that additional Partner interests are sold in order to raise additional capital, Schedule A and the Percentage Interests of all Partners shall be adjusted accordingly, with the Percentage Interests of all Partners who do not participate in connection with such sale being adjusted downward. No additional consent shall be required, and no right of first offer or right of first refusal need be offered, in connection with any such offer and sale of additional Partnership Interests. Any purchaser of additional Partnership Interests shall only become a Partner upon executing a counterpart signature page to this Agreement and agreeing to be bound by all of its terms.

3.3.4 No Voluntary Additional Capital Contributions

No Partner may voluntarily make any additional Capital Contribution without the written consent of the Majority of Partners.

3.4 Remedies When Partner Fails To Make Additional Capital Contributions

If a Partner fails to make an additional Capital Contribution required under Section 3 within 30 days after it is required to be made (a "*Defaulting Partner*") the President shall within five days after said failure notify each other Partner (a "*Nondefaulting Partner*") in writing of the total amount of Defaulting Partner Capital Contributions not made (the "*Additional Capital Shortfall*"), and shall specify a number of days within which each Nondefaulting Partner may make an additional Capital Contribution, which shall not be less than an amount bearing the same ratio to the amount of Additional Capital Shortfall as the Nondefaulting Partner's Capital Account balance bears to the total Capital Accounts of all Nondefaulting Partners. If the total amount of Additional Capital Shortfall is not so contributed, the President may (i) use any reasonable method to provide Partners the opportunity to make additional Capital Contributions, until the Additional Capital Shortfall is as fully contributed as possible, and (ii) attempt to raise additional capital through the means set forth in Section 3.3.3 above. Following the Nondefaulting Partners' and any new Partners' making of such additional Capital Contributions, each Partner's Percentage Interest shall be adjusted to reflect the ratio that the Partner's Capital Account bears to the total Capital Accounts of all of the Partners.

3.5 Capital Accounts

An individual Capital Account shall be maintained for each Partner consisting of that Partner's Capital Contribution (1) increased by that Partner's share of Profits, (2) decreased by that Partner's share of Losses, and (3) adjusted as required in accordance with applicable provisions of the Code and Regulations.

3.6 Withdrawal or Distribution of Capital Contribution

A Partner shall not be entitled to withdraw any part of the Partner's Capital Contribution or to receive any distributions, whether of money or property from the Partnership except as provided in this Agreement.

3.7 No Interest on Contribution

No interest shall be paid on funds or property contributed to the capital of the Partnership or on the balance of a Partner's Capital Account.

3.8 Priority Over Other Partners

No Partner shall have priority over any other Partner, with respect to the return of a Capital Contribution, or distributions or allocations of income, gain, losses, deductions, credits, or items thereof.

ARTICLE IV

ALLOCATIONS AND DISTRIBUTIONS

4.1 Profits and Losses

The Profits and Losses of the Partnership and all items of Partnership income, gain, loss, deduction, or credit shall be allocated for Partnership book purposes and for tax purposes, to a Partner in accordance with the Partner's Percentage Interest.

4.2 Qualified Income Offset

If any Partner unexpectedly receives any adjustment, allocation, or distribution described in Reg. Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership gross income and gain shall be specially allocated to that Partner in an amount and manner sufficient to eliminate any deficit balance in the Partner's Capital Account created by such adjustment, allocation, or distribution as quickly as possible. Any special allocation under this Section 4.2 shall be taken into account in computing subsequent allocations of Profits and Losses so that the net amount of allocations of income and loss and all other items shall, to the extent possible, be equal to the net amount that would have been allocated if the unexpected adjustment, allocation, or distribution had not occurred. The provisions of this Section 4.2 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Reg. Sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Regulations.

4.3 Allocations Respecting Asset Distributions

Any unrealized appreciation or unrealized depreciation in the values of Partnership property distributed in kind to all the Partners shall be deemed to be Profits or Losses realized by the Partnership immediately prior to the distribution of the property and such Profits or Losses shall be allocated to the Partners' Capital Accounts in the same proportions as Profits are allocated under Section 4.1. Any property so distributed shall be treated as a distribution to the Partners to the extent of the Fair Market Value of the property less the amount of any liability secured by and related to the property. Nothing contained in this Agreement is intended to treat or cause such distributions to be treated as sales for value. For the purposes of this Section 4.3, "*unrealized appreciation*" or "*unrealized depreciation*" shall mean the difference between the Fair Market Value of such property and the Partnership's basis for such property.

4.4 Allocations Between Assignor and Assignee

In the case of a Transfer of an Economic Interest during any fiscal year, the Assigning Partner and Assignee shall each be allocated the Economic Interest's share of Profits or Losses based on the number of days each held the Economic Interest during that fiscal year.

4.5 Distributions

All cash resulting from the normal business operations of the Partnership and from a Capital Event shall be distributed among the Partners in proportion to their Percentage Interests at such times as the Partners may agree.

4.6 Non-Cash Proceeds

If the proceeds from a sale or other disposition of a Partnership asset consists of property other than cash, the value of such property shall be as determined by the General Partner. Such non-cash proceeds shall then be allocated among all the Partners in proportion to their Percentage Interests. If such non-cash proceeds are subsequently reduced to cash, such cash shall be distributed to each Partner in accordance with Section 4.5.

4.7 Liquidating Proceeds

Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Partnership, or when any Partner's interest is liquidated, all items of income and loss first shall be allocated to the Partners' Capital Accounts under this Article Four, and other credits and deductions to the Partners' Capital Accounts shall be made before the final distribution is made. The final distribution to the Partners shall be made to the Partners to the extent of and in proportion to their positive Capital Account balances.

ARTICLE V

MANAGEMENT

5.1 General Partner

The business of the Partnership shall be managed by the General Partner. Any entity or individual appointed to the position of General Partner shall serve as General Partner until the earlier of its resignation or its removal for cause by a Majority of Partners at a meeting called expressly for that purpose. A new General Partner shall be appointed by a Majority of Partners on the occurrence of any of the foregoing events. The General Partner alone shall have all decision making authority with respect to the Partnership, including but not limited to any action or decision in connection with any financing or refinancing of the Property. The only limit with respect to the power and authority of the General Partner are those actions that require the authorization or consent of the Partners hereunder, including the following which shall require the consent or approval of Majority of the Partners:

(a) Any act that would make it impossible to carry on the ordinary business of the Partnership;

(b) Any confession of a judgment against the Partnership;

(c) The dissolution of the Partnership;

(d) The disposition of all or substantially all of the Partnership's assets;

(e) A change in the nature of the principal business of the Partnership;

(f) The filing of a petition in bankruptcy or the entering into of an arrangement among creditors;

(g) The entering into, on behalf of the Partnership, of any transaction constituting a "reorganization" within the meaning of California Corporations Code § 17600;

(h) Any other action set forth herein that requires the prior consent or approval of the Partners

5.2 President

The Partnership shall have a President as chosen by the General Partner.

5.2.1 Term

The President shall serve until the earlier of (1) the President's resignation, retirement, death, or disability or (2) the President's removal by the General Partner with or without cause, or for cause by a Majority of Partners at a meeting called expressly for that purpose.

5.2.2 Authority and Duties

The President shall serve at the pleasure of the General Partner, and shall have all powers expressly delegated to it by the General Partner, including the day-to-day supervision of the business and affairs of the Partnership. The President shall preside at all meetings of Partners and of the General Partner.

5.2.3 Election of President

The General Partner hereby elects Kenneth W. Mattson as President of the Partnership.

5.2.4 Officers, Compensation

The General Partner may provide for additional officers of the Partnership, may alter the powers and duties of the President, and shall establish the powers and duties of all other officers and the compensation of all Partnership officers.

5.3 Authority to Contract

The authority to contract on behalf of the Partnership is vested in (a) the General Partner, and (b) the President, who may each act separately to the extent of the authority provided to them in Sections 5.1 and 5.2, above. The General Partner and President are each individually authorized to enter into maintenance, repair, construction, marketing, administration and professional service contracts (including contracts for accounting and legal services) on behalf of the Partnership relating to the management and operation of the Partnership and its assets. The General Partner and the President shall also each individually have the authority to pay all amounts owed by the Partnership under such contracts as well as amounts owed to other vendors and service providers in connection with Partnership operations. Amounts so paid shall be paid from Partnership accounts or if paid directly by the General Partner or President, reimbursed to the General Partner or the President by the Partnership immediately upon written request from the General Partner or the President that is accompanied with receipts and/or other evidence of payment. As of the effective date of this Agreement, Partners acknowledge that General Partner and/or President have entered into an apartment property management agreement for day-to-day management of the Property with LeFever Mattson Property Management in the form attached hereto as Exhibit B.

No Partner who is not also the General Partner and/or the President shall have the authority to bind the Partnership or execute any instrument on behalf of the Partnership. Each Partner shall indemnify, defend, and save harmless the General Partner, the President and each other Partner and the Partnership from and against any and all loss, cost, expense, liability or damage arising from or out of any claim based upon any action by any Partner in contravention of this Section.

5.4 Procedure for Action by Partners

The Partners are not required to hold meetings, and decisions may be reached through one or more informal consultations followed by agreement among a Majority of Partners, provided that all Partners are consulted (although all Partners need not be present during a particular consultation), or by a written consent signed by a Majority of Partners. In the event that Partners wish to hold a formal meeting (a "*Meeting*") for any reason, the following procedures shall apply:

5.4.1 Calling and Notice of Meetings

Any two Partners may call a Meeting of the Partners by giving Notice of the time and place of the Meeting at least 48 hours prior to the time of the holding of the Meeting. The Notice need not specify the purpose of the Meeting, or the location if the Meeting is to be held at the principal executive office of the Partnership.

5.4.2 Quorum

A majority of Partners shall constitute a quorum for the transaction of business at any Meeting of the Partners.

5.4.3 Waiver of Notice

The transactions of the Partners at any Meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a Meeting duly held after call and notice if a quorum is present and if, either before or after the Meeting, each Partner not present signs a written waiver of Notice, a consent to the holding of the Meeting, or an approval of the minutes of the Meeting.

5.4.4 Majority Consent Required if No Meeting

Any action required or permitted to be taken by the Partners under this Agreement may be taken without a Meeting if a Majority of the Partners individually or collectively consent in writing to such action.

5.4.5 Teleconference

Partners may participate in the Meeting through the use of a conference telephone or similar communications equipment, provided that all Partners participating in the Meeting can hear one another.

5.4.6 Records of Meetings

The Partners shall keep or cause to be kept with the books and records of the Partnership full and accurate minutes of all Meetings, Notices, and waivers of Notices of Meetings, and all written consents in lieu of Meetings.

5.5 Compensation

The General Partner and the President shall not be entitled to compensation for their services absent written consent by the Partners.

5.6 Personal Liability

No General Partner or Partner or Officer shall be bound by, or be personally liable for, the expenses, liabilities, or obligations of the Partnership except as otherwise provided in the Act or in this Agreement.

5.7 No Active Participation

No Partner shall participate in the Partnership's business for more than 500 hours during the Partnership's taxable year without written consent from a Majority of Partners.

5.8 Title to Assets

All assets of the Partnership, whether real or personal, shall be held in the name of the Partnership.

5.9 Banking

All funds of the Partnership shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Partnership, at such locations as shall be determined by the General Partner. Withdrawal from such accounts shall require the signature of the General Partner or the President and another officer of the Partnership, or such Person or persons as a Majority of Partners may designate.

5.10 Indemnification; Insurance

The Partnership shall indemnify the General Partner and any employees and agents of the General Partner (collectively, the "Indemnified Parties") from any liability or damage; shall defend, save harmless, and pay all judgments against the Indemnified Parties incurred by reason of any act or omission or alleged act or omission in connection with the business of the Partnership (including attorneys' fees incurred in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred); and shall indemnify the Indemnified Parties for such liabilities under Federal and State Securities Laws (including the Securities Act of 1933) as the law permits. All judgments against the Partnership or the Indemnified Parties, wherein the Indemnified Parties are entitled to indemnification, must first be satisfied from Partnership assets before the Indemnified Parties are responsible for these obligations. Any Partner guarantying a loan on the Property in accordance with the provisions of Section 7.4 shall be deemed an Indemnified Party under this Section 5.10 and shall be entitled to indemnification by the Partnership from any liability or damage incurred in connection with or arising from such guaranty.

The Partnership shall have the authority to purchase and maintain directors and officers liability insurance, and to the extent commercially reasonable (as determined by the General Partner), purchase and maintain insurance on behalf of any Person who is or was an agent of the Partnership against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as an agent, whether or not the Partnership would have the power to indemnify such Person against such liability under the provisions of this Section 5.10 or under applicable law.

ARTICLE VI

ACCOUNTS AND RECORDS

6.1 Accounts

Complete books of account of the Partnership's business, in which each Partnership transaction shall be fully and accurately entered, shall be kept at the Partnership's principal executive office and shall be open to inspection and copying by each Partner or the Partner's authorized representatives on reasonable Notice during normal business hours. The costs of such inspection and copying shall be borne by the Partner.

6.2 Accounting

Financial books and records of the Partnership shall be kept on the cash method of accounting, which shall be the method of accounting followed by the Partnership for federal income tax purposes. A balance sheet and income statement of the Partnership shall be prepared promptly following the close of each fiscal year in a manner appropriate to and adequate for the Partnership's business and for carrying out the provisions of this Agreement. The fiscal year of the Partnership shall be January 1 through December 31.

6.3 Records

At all times during the term of existence of the Partnership, and beyond that term if a Majority of the Partners deem it necessary, the Partners shall keep or cause to be kept the books of account referred to in Section 6.2, and the following:

6.3.1 Partner List

A current list of the full name and last known business or residence address of each Partner, together with the Capital Contribution and the share in Profits and Losses of each Partner;

6.3.2 Copy of Certificate

A copy of the Certificate, as amended;

6.3.3 Tax Returns

Copies of the Partnership's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;

6.3.4 Limited Partnership Agreement

Executed counterparts of this Agreement, as amended;

6.3.5 Powers of Attorney

Any powers of attorney under which the Certificate or any amendments thereto were executed;

6.3.6 Financial Statements

Financial statements of the Partnership for the six most recent fiscal years; and

6.3.7 Books and Records of Internal Affairs

The Books and Records of the Partnership as they relate to the Partnership's internal affairs for the current and past four fiscal years.

If a Majority of Partners deem that any of the foregoing items shall be kept beyond the term of existence of the Partnership, the repository of said items shall be as designated by a Majority of Partners.

6.4 Income Tax Returns

Within 90 days after the end of each taxable year of the Partnership the Partnership shall send to each of the Partners all information necessary for the Partners to complete their federal and state income tax or information returns, and a copy of the Partnership's federal, state, and local income tax or information returns for such year.

ARTICLE VII

PARTNERS AND VOTING

7.1 Partners and Voting Rights

There shall be only one class of membership and no Partner shall have any rights or preferences in addition to or different from those possessed by any other Partner. Each Partner shall Vote in proportion to the Partner's Percentage Interest as of the governing record date, determined in accordance with Section 7.2. Any action that may or that must be taken by the Partners shall be by a Majority of Partners, except as otherwise expressly provided herein.

7.2 Record Dates

The record date for determining the Partners entitled to Notice of any Meeting, to vote, to receive any distribution, or to exercise any right in respect of any other lawful action, shall be the date set by a Majority of Partners, provided that such record date shall not be more than 60, nor less than 10 days prior to the date of the Meeting, nor more than 60 days prior to any other action.

In the absence of any action setting a record date the record date shall be determined in accordance with California Corporations Code Section 15637(l).

7.3 Proxies

At all Meetings of Partners, a Partner may Vote in person or by Proxy. Such proxy shall be filed with any Partner before or at the time of the Meeting, and may be filed by facsimile transmission to a Partner at the principal executive office of the Partnership or such other address as may be given by a Majority of Partners to the Partners for such purposes.

7.4 Partner Participation in connection with Refinance of Property

Current or future financing on the Property may require a payoff and refinance. If such a refinance requires guarantors in addition to the General Partner, all Partners acknowledge and agree to provide such financial information as may be reasonably requested by any proposed lender, and to execute such documents, including but not limited to guarantees, to affect such refinance.

ARTICLE VIII

TRANSFERS OF PARTNERSHIP INTERESTS

8.1 Withdrawal of Partner

A Partner may withdraw from the Partnership at any time by giving Notice of Withdrawal to all other Partners at least 180 calendar days before the effective date of withdrawal; provided that upon the occurrence of a sale of all or substantially all of the Partnership's assets, a Partner may withdraw by giving Notice of Withdrawal to all other Partners prior to such sale. Withdrawal shall not release a Partner from any obligations and liabilities under this Agreement accrued or incurred before the effective date of withdrawal. A withdrawing Partner shall divest the Partner's entire Partnership Interest before the effective date of withdrawal in accordance with the transfer restrictions and option rights set forth in this Section 8. In the event of any withdrawal made in connection with the sale of all or substantially all of the Partnership's assets, the Partnership shall redeem that portion of the Partner's Partnership Interest specified in the Notice of Withdrawal. The redemption price for the Partner's Partnership Interest specified in the Notice of Withdrawal shall equal the net asset value of the Partnership Interest being redeemed. For purposes hereof, net asset value shall equal the Partnership's total assets minus its total liabilities multiplied by the Partnership Interest being redeemed. Net asset value shall be determined by the General Partner, in its reasonable discretion. If more than one Partner elects to withdraw all or any portion of their Partnership Interests in connection with the sale of all or substantially all of the Partnership's assets, and the sale proceeds therefrom are insufficient to redeem all of the Partnership Interests presented for redemption, Partnership Interests shall be redeemed on a pro rata basis.

8.2 Restrictions on Transfer

Except as expressly provided in this Agreement, a Partner shall not Transfer any part of the Partner's Partnership Interest in the Partnership, whether now owned or hereafter acquired, unless (1) the General Partner approves the transferee's admission (the "*Transferee*") to the Partnership as a Partner prior to such Transfer and (2) the Partnership Interest to be transferred, when added to the total of all other Partnership Interests transferred in the preceding 12 months, will not cause the termination of the Partnership under the Code. It shall be a further condition to any Transfer that the General Partner, Transferee and transferring Partner execute an agreement, including a consent to transfer, which agreement shall provide, among other things, that: (a) the transferring Partner shall indemnify General Partner and the Partnership for any and all claims, causes of action, damages, costs, injuries and liabilities existing with respect to such Partnership Interest prior to the Transfer or resulting from the Transfer of such Partner's Partnership Interest in the Partnership; (b) both Transferee and transferring Partner provide such representations and warranties in favor of General Partner and the Partnership as General Partner deems reasonable, including but not limited to representations as to due authorization, compliance with all laws, no litigation, no bankruptcy, etc.; (c) both Transferee and transferring Partner acknowledge that they are not relying on the Partnership, General Partner or other Partners for real estate advice or tax advice or to assure compliance with securities laws; (d) Transferee executes a counterpart to and agrees to be bound by all of the provisions of this Agreement; (e) Transferee acknowledges that the Partnership Interests (A) are being acquired for investment purposes only and not for resale, transfer or distribution, and (B) may not be further offered for sale, sold, or transferred other than pursuant to an effective registration under applicable state and federal securities laws, and/or in transactions otherwise in compliance with, or pursuant to an available exemption from registration under such laws, and upon evidence satisfactory to the Partnership of compliance with such laws, as to which Partnership may rely upon an opinion of counsel satisfactory to the Partnership.

No Partner may Encumber or permit or suffer any Encumbrance of all or any part of the Partner's Partnership Interest in the Partnership unless such Encumbrance has been approved in writing by all the other Partners. Any Transfer or Encumbrance of a Partnership Interest without such approval shall be void.

Notwithstanding any other provision of this Agreement to the contrary, (a) a Partner who is a natural person may transfer all or any portion of his or her Partnership Interest to any revocable trust created for the benefit of the Partner, or any combination between or among the Partner, the Partner's spouse, and the Partner's issue, provided that the Partner retains a beneficial interest in the trust and all of the Voting Interest included in such Partnership Interest, and (b) the General Partner may purchase a Partnership Interest for its own account or for the account of any other Partner(s) at a price and terms agreed to by the General Partner and the selling Partner, and such purchase and sale shall be exempt. Sales and transfers pursuant to the preceding sentence shall not be deemed Transfers hereunder, shall be exempt from all restrictions on transfer set forth in this Section 8.2 and the right of first refusal set forth in Section 8.3, and shall not constitute a Trigger Event under Section 8.4. Notwithstanding the foregoing, a transfer of a Partner's entire beneficial interest in a trust or failure to retain a Voting Interest shall be deemed a Transfer of a Partnership Interest.

Any Transferee of a Partner's Partnership Interest shall only become a Partner upon executing a counterpart signature page to this Agreement and agreeing to be bound by all of its terms.

8.3 Right of First Refusal

If a Partner wishes to transfer any or all of the Partner's Partnership Interest in the Partnership pursuant to a Bona Fide Offer (as defined below), the Partner shall give Notice to the General Partner at least 30 days in advance of the proposed sale or Transfer, indicating the terms of the Bona Fide Offer and the identity of the offeror. The General Partner shall have the option to purchase the Partnership Interest proposed to be transferred, for its own account or for the account of any other Partner(s), at the price and on the terms provided in this Agreement, at any time on or before the date that is thirty (30) days after General Partner's receipt of the Notice for the lesser of (a) the price stated in the Notice (or the price plus the dollar value of noncash consideration, as the case may be) and (b) the price determined under the appraisal procedures set forth in Section 8.8.. If the price for the Partnership Interest is other than cash, the fair value in dollars of the price shall be as established in good faith by the Partnership. For purposes of this Agreement, "*Bona Fide Offer*" means an offer in writing setting forth all relevant terms and conditions of purchase from an offeror who is ready, willing, and able to consummate the purchase. Transfers to a non-minor child, grandchild, spouse, or parent of a Partner (an "*Immediate Family Partner*") shall not be subject to the right of first offer set forth in this Section 8.3, but shall remain subject to the balance of the provisions of this Article 8.

If the General Partner does not exercise its rights to purchase all of the Partnership Interest, the offering Partner may, within 45 days from the date the Notice is given and on the terms and conditions stated in the Notice, sell or exchange that Partnership Interest to the offeror named in the Notice. Unless the requirements of Section 8.2 are met, the offeror under this section shall become an Assignee, and shall be entitled to receive only the share of Profits or other compensation by way of income and the return of Capital Contribution to which the assigning Partner would have been entitled.

8.4 Triggering Events

On the happening of any of the following events ("*Triggering Events*") with respect to a Partner, the General Partner, for its own account or for the account of any other Partner(s), shall have the option to purchase all or any portion of the Partnership Interest in the Partnership of such Partner (a "*Selling Partner*") at the price and on the terms provided in Section 8.8 of this Agreement:

8.4.1 the death or incapacity of a Partner;

8.4.2 the bankruptcy of a Partner;

8.4.3 the winding up and dissolution of a corporate Partner, or merger or other corporate reorganization of a corporate Partner as a result of which the corporate Partner does not survive as an entity;

8.4.4 the withdrawal of a Partner; or

8.4.5 except for the events stated in Section 8.5, the occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Partner agrees to promptly give Notice of a Triggering Event to all other Partners.

8.5 Marital Dissolution or Death of Spouse

Notwithstanding any other provisions of this Agreement:

8.5.1 If, in connection with the divorce or dissolution of the marriage of a Partner, any court issues a decree or order that transfers, confirms, or awards a Partnership Interest, or any portion thereof, to that Partner's spouse (an "*Award*"), then, notwithstanding that such transfer would constitute an unpermitted Transfer under this Agreement, that Partner shall have the right to purchase from his or her former spouse the Partnership Interest, or portion thereof, that was so transferred, and such former spouse shall sell the Partnership Interest or portion thereof to that Partner at the price set forth in Section 8.8 of this Agreement. If the Partner has failed to consummate the purchase within 180 days after the Award (the "*Award Transfer Date*"), the Partnership and the other Partners shall have the option to purchase from the former spouse the Partnership Interest or portion thereof pursuant to Section 8.6 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Award Transfer Date, or (2) the date of actual notice of the Award.

8.5.2 If, by reason of the death of a spouse of a Partner, any portion of a Partnership Interest is transferred to a Transferee other than (1) that Partner or (2) a trust created for the benefit of that Partner (or for the benefit of that Partner and any combination between or among the Partner and the Partner's issue) in which the Partner is the sole Trustee and the Partner, as Trustee or individually possesses all of the Voting Interest included in that

Partnership Interest, then the Partner shall have the right to purchase the Partnership Interest or portion thereof from the estate or other successor of his or her deceased spouse or Transferee of such deceased spouse, and the estate, successor, or Transferee shall sell the Partnership Interest or portion thereof at the price set forth in Section 8.8 of this Agreement. If the Partner has failed to consummate the purchase within 180 days after the date of death (the "*Estate Transfer Date*"), the Partnership and the other Partners shall have the option to purchase from the estate or other successor of the deceased spouse the Partnership Interest or portion thereof pursuant to Section 8.6 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Estate Transfer Date, or (2) the date of actual notice of the death.

8.6 Option Periods

On the receipt of Notice by a Partners as contemplated by Section 8.1, and on receipt of actual notice of any Triggering Event (the date of such receipt is hereinafter referred to as the "*Option Date*"), the General Partner shall promptly give notice of the occurrence of such a Triggering Event to each Partner, and the Partnership shall have the option, for a period ending 30 calendar days following the determination of the purchase price as provided in Section 8.8, to purchase the Partnership Interest in the Partnership to which the option relates, at the price and on the terms provided in Section 8.8, and the other Partners, pro rata in accordance with their prior Partnership Interests in the Partnership, shall then have the option, for a period of 30 days thereafter, to purchase the Partnership Interest in the Partnership not purchased by the Partnership, on the same terms and conditions as apply to the Partnership. If all other Partners do not elect to purchase the entire remaining Partnership Interest in the Partnership, then the Partners electing to purchase shall have the right, pro rata in accordance with their prior Partnership Interest in the Partnership, to purchase the additional Partnership Interest in the Partnership available for purchase. The Transferee of the Partnership Interest in the Partnership that is not purchased shall hold such Partnership Interest in the Partnership subject to all of the provisions of this Agreement.

8.7 Nonparticipation of Interested Partner

No Partner shall participate in any Vote or decision in any matter pertaining to the disposition of that Partner's Partnership Interest in the Partnership under this Agreement.

8.8 Option Purchase Price

The purchase price of the Partnership Interest that is the subject of an option under this Agreement shall be the Fair Market Value of such Partnership Interest as determined under this Section 8.8. Each of the selling and purchasing parties shall use his, her, or its best efforts to mutually agree on the Fair Market Value. If the parties are unable to so agree within 30 days of the Option Date, the selling party shall appoint, within 40 days of the Option Date, one appraiser, and the purchasing party shall appoint within 40 days of the Option Date, one appraiser. The two appraisers shall within a period of five additional days, agree on and appoint an additional appraiser. The three appraisers shall, within 60 days after the appointment of the third appraiser, determine the Fair Market Value of the Partnership Interest in writing and submit their report to all the parties. The Fair Market Value shall be determined by disregarding the appraiser's valuation that diverges the greatest from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Fair Market Value. Each purchasing party shall pay for the services of the appraiser selected by it, plus one-half of the fee charged by the third appraiser. The option purchase price as so determined shall be payable in cash.

8.9 Substituted Partner

Except as expressly permitted under Section 8.2, a prospective Transferee (other than an existing Partner) of a Partnership Interest may be admitted as a Partner with respect to such Partnership Interest (a "*Substituted Partner*") only (1) on the approval of the General Partner of the prospective Transferee's admission as a Partner, and (2) on such prospective Transferee's executing a counterpart of this Agreement as a party hereto. Any prospective Transferee of a Partnership Interest shall be deemed an Assignee, and, therefore, the owner of only an Economic Interest until such prospective Transferee has been admitted as a Substituted Partner.

8.10 Duties of a Substituted Partner

Any Person admitted to the Partnership as a Substituted Partner shall be subject to all provisions of this Agreement.

8.11 Securities Laws

The initial sale of Partnership Interests in the Partnership to the initial Partners has not been qualified or registered under the securities laws of any state, or registered under the Securities Act of 1933, as amended, in reliance upon exemptions from the registration provisions of those laws. No attempt has been made to qualify the offering and sale of Partnership Interests to Partners under the California Corporate Securities Law of 1968, as amended, also in reliance upon an exemption from the requirement that a permit for issuance of securities be procured. Notwithstanding any other provision of this Agreement, Partnership Interests may not be Transferred or Encumbered unless registered or qualified under applicable state and federal securities law or unless, in the opinion of legal counsel satisfactory to the Partnership, such qualification or registration is not required. The Partner who desires to transfer a Partnership Interest shall be responsible for all legal fees incurred in connection with said opinion.

ARTICLE IX

DISSOLUTION AND WINDING UP

9.1 Events of Dissolution

The Partnership shall be dissolved on the first to occur of the following events:

9.1.1 The written agreement of a Majority of Partners to dissolve the Partnership.

9.1.2 The sale or other disposition of substantially all of the Partnership assets.

9.1.3 Entry of a decree of judicial dissolution pursuant to Section 15682 of the Act.

9.2 Winding Up

On the dissolution of the Partnership, the Partnership shall engage in no further business other than that necessary to wind up the business and affairs of the Partnership. The Partners who have not wrongfully dissolved the Partnership shall wind up the affairs of the Partnership. The Persons winding up the affairs of the Partnership shall give written Notice of the commencement of winding up by mail to all known creditors and claimants against the Partnership whose addresses appear in the records of the Partnership. After paying or adequately providing for the payment of all known debts of the Partnership (except debts owing to Partners) the remaining assets of the Partnership shall be distributed or applied in the following order of priority:

9.2.1 To pay the expenses of liquidation.

9.2.2 To repay outstanding loans to Partners. If there are insufficient funds to pay such loans in full, each Partner shall be repaid in the ratio that the Partner's respective loan, together with interest accrued and unpaid thereon, bears to the total of all such loans from Partners, including all interest accrued and unpaid on those loans. Such repayment shall first be credited to unpaid principal and the remainder shall be credited to accrued and unpaid interest.

9.2.3 Among the Partners in accordance with the provisions of Article Four, Section 4.7.

9.3 Deficits

Each Partner shall look solely to the assets of the Partnership for the return of the Partner's investment, and if the Partnership property remaining after the payment or discharge of the debts and liabilities of the Partnership is insufficient to return the investment of any Partner, such Partner shall have no recourse against any other Partners for indemnification, contribution, or reimbursement.

ARTICLE X

ARBITRATION

Any action to enforce or interpret this Agreement or to resolve disputes between the Partners or by or against any Partner shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process in the State of California. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted at San Francisco, California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties.

Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE XI

GENERAL PROVISIONS

11.1 General Provisions

This Agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this Agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all the parties. This Agreement replaces and supersedes all prior written and oral agreements by and among the Partners or any of them.

11.2 Counterpart Executions

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.3 Governing Law; Severability

This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

11.4 Benefit

This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

11.5 Number and Gender

Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this Agreement may require.

11.6 Further Assurances

The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties, including but not limited to taking any and all actions reasonably required to comply with any mortgage or encumbrance with respect to the Property.

11.7 Partner's Other Business

Except as provided in this Agreement, no provision of this Agreement shall be construed to limit in any manner the Partners or General Partner in the carrying on of their own respective businesses or activities.

11.8 Agent

Except as provided in this Agreement, no provision of this Agreement shall be construed to constitute a Partner, in the Partner's capacity as such, the agent of any other Partner.

11.9 Authority to Contract

Each Partner represents and warrants to the other Partners that the Partner has the capacity and authority to enter into this Agreement.

11.10 Titles and Headings

The article, section, and paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

11.11 Amendment

Except as otherwise provided herein, all amendments to this Agreement will be in writing and approved and executed by a Majority of the Partners. Notwithstanding the foregoing, this Agreement may be amended by the signature of the General Partner as necessary to reflect the sale of limited partnership interests and the admission of additional Partners.

11.12 Time is of the Essence

Time is of the essence of every provision of this Agreement that specifies a time for performance.

11.13 No Third Party Beneficiary Intended

This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person shall have or acquire any right by virtue of this Agreement.

11.14 Sale of the Property.

Should the Partners authorize and approve the sale of any real property or any interest therein owned by the Partnership, or should the Partners authorize and approve the purchase of any additional real property or interest therein on behalf of the Partnership, LeFever Mattson shall have exclusive authorization and right to make such sale or purchase of real property interests and shall be compensated at least three percent (3%) of the sale or purchase price for its services, or such greater amount as may be agreed.

11.15 Financing of the Property.

Upon the refinancing of any real property or any interest therein owned by the Partnership, as well as upon obtaining financing for any purchase of additional real property or any interest therein on behalf of the Partnership, LeFever Mattson shall be compensated in an amount equal to not less than one-half percent (0.5%) of the loan amount for its services in effectuating such financing.

11.16 Limited Partnership

The Partners intend the Partnership to be a limited partnership under the Act. No partner shall take any action inconsistent with the express intent of the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

GENERAL PARTNER:

LEFEVER MATTSON,
a California corporation

By: ______________________________
Tim LeFever, Vice President

LIMITED PARTNERS:

"Anderson 2001 Revocable Trust dated June 12, 2001"

By: ______________________________ ______________________________
Graham Michael Anderson, Trustee | Teresa Susan Anderson, Trustee

"Chase Restated 1992 Chase Family Trust"

By: ______________________________ ______________________________
John L. Chase, Trustee | Susan G. Chase, Trustee

"Davis"

By: ______________________________ ______________________________
Ray M. Davis | Kim Rae Davis

"Fleming Family Trust dated August 27, 1998"

By: ______________________________ ______________________________
John C. Fleming, Trustee | Dominique Fleming, Trustee

"Fox Family Trust dated May 24, 2002"

By: ______________________________ ______________________________
Gary R. Fox, Trustee | Katherine E. Fox, Trustee

"Gardner Family Trust dated December 16, 1991"

By: ______________________________ ______________________________
Maurice H. Gardner, Trustee | Nancy A. Gardner, Trustee

"Girardi Revocable Living Trust dated May 1, 2002"

By: ______________________ ______________________
John A. Girardi, Trustee Marsi A. Girardi, Trustee

"LeFever Mattson, a California corporation"

By: ______________________
Tim LeFever, Vice President

Ogg

By: ______________________
Kathy Ogg

"Powell"

By: ______________________ ______________________
Ellis T. Powell, Jr. Jacquelyn Powell

"Rice"

By: ______________________ ______________________
Willis Rice Linda Rice

EXHIBIT A

Live Oak Investment, LP Partners

SCHEDULE A
Southwood Place Apartments
Buck Avenue, Vacaville
updated 7/1/14

Owner's Name	Invested Amount	Investment Percent
The Anderson 2001 Revocable Trust	169,903.58	7.859%
Chase 1992 Irrevocable Trust	206,080.12	9.532%
Davis, Ray & Kim	149,512.25	6.916%
Fleming Family Trust	250,000.00	11.563%
Fox Family Trust	217,419.81	10.057%
Gardner Family Trust	259,875.34	12.020%
Girardi, John & Marsi	152,918.86	7.073%
LeFever Mattson, Inc.	271,677.92	12.566%
Ogg, Kathy	160,864.75	7.441%
Powell, Ellis & Jackie	195,799.99	9.057%
Rice, Willis & Linda	127,929.37	5.917%
	2,161,981.99	100.00%

EXHIBIT B

Form of Property Management Agreement

EXHIBIT D

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

WRITTEN CONSENT
OF
MAJORITY OF PARTNERS OF
LIVE OAK INVESTMENTS, LP

The undersigned, constituting at least a majority of the percentage interests of the partners (the "Partners") of Live Oak Investments, LP, a California limited partnership (the "Partnership"), acting pursuant to the Limited Partnership Agreement of the Partnership entered into effective as of Marh 24, 2015 (the "Partnership Agreement"), do hereby consent to the following actions and adopt the following resolutions, effective as of June 28, 2024.

WHEREAS, the Partnership is the owner of certain real property located in the City of Vacaville, County of Solano, State of California, known as the Southwood Place Apartments and located at 410 Buck Avenue, Vacaville, CA (the "Property"); and

WHEREAS, LeFever Mattson, a California corporation, is the General Partner of the Partnership (the "General Partners"); and

WHEREAS, the General Partner has determined that it is in the best interests of the Partnership and its Partners to sell the Property upon such terms and conditions as the General Partner determines to in the best interest of the Partnership and all of its partners.

NOW, THEREFORE, BE IT RESOLVED, that the General Partner be, and hereby is, authorized, directed and empowered to sell the Property, and in furtherance thereof, the General Partner is hereby authorized to negotiate the terms and conditions of the sale of the Property, and take all actions and cause to be prepared all agreements as the General Partner shall determines to be necessary for the sale of the Property and beneficial for the Partnership and the Partners.

RESOLVED FURTHER, that the General Partner is hereby authorized, directed and empowered to execute and deliver, in the name and on behalf of the Partnership, any and all documents or instruments to be executed and delivered in connection with the sale of the Property, including but not limited to an Agreement of Purchase and Sale and Joint Escrow Instructions, and to take any further actions as the General Partner may determine to be necessary or desirable in order to comply with and perform the obligations of the Partnership under such agreement and instruments, the approval of which shall be conclusively established by the execution and delivery thereof by the General Partner.

RESOLVED FURTHER, that Tim LeFever, the Chief Executive Officer of the General Partner, is further authorized and directed to move forward with and complete the proposed sales of the Property in accordance with the purchase and sale agreement pertaining thereto;

RESOLVED FURTHER, that all actions taken to date by Tim LeFever in his capacity as the Chief Executive Officer of the General Partner are hereby ratified and approved in all respects;

RESOLVED FURTHER, that all proceeds from the sale of the Property shall be used first to pay off any and all indebtedness secured by the Property at issue being sold, with the balance to be directed to the relevant partnership management account overseen and managed by Home Tax Services of America, Inc., dba LeFever Mattson Property Management.

RESOLVED FURTHER, that concurrently with the sale of the Property, or at such later time determined by the General Partner to be in the best interest of the Partnership and its Partners, the General Partner is hereby authorized, directed and empowered to commence the dissolution of the Partnership in accordance with the terms and conditions set forth in the Partnership Agreement.

RESOLVED FURTHER, that all other acts and deeds heretofore done or actions taken by the General Partner and its officers in furtherance of the foregoing resolutions and which carry out the terms and intentions of any of the foregoing resolutions be, and each hereby are, ratified, approved and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Partners as of the date first written above.

GENERAL PARTNER:

LEFEVER MATTSON,
a California corporation

By: ______________________________
Tim LeFever, President

LIMITED PARTNERS:

"Anderson 2001 Revocable Trust dated June 12, 2001"

By: ______________________________ ______________________________
Graham Michael Anderson, Trustee Teresa Susan Anderson, Trustee

Andrew "William N. Andrew and Sally G. Revocable Trust dated June 21, 2001"

By: DocuSigned by: William N. Andrew DocuSigned by: Sally G. Andrew
William N. Andrew, Trustee Sally G. Andrew, Trustee

"Burgess Trust dated October 9, 2006"

By: ______________________________ ______________________________
Ronald Burgess, Trustee Molly Burgess, Trustee

"Chase Restated 1992 Chase Family Trust"

By: ______________________________ ______________________________
John L. Chase, Trustee Susan G. Chase, Trustee

"Davis"

By: ______________________________ ______________________________
Ray M. Davis Kim Rae Davis

"Fleming Family Trust dated August 27, 1998"

By: ______________________________ ______________________________
John C. Fleming, Trustee Dominique Fleming, Trustee

"Fox Family Trust dated May 24, 2002"

By: ______________________________ ______________________________
Gary R. Fox, Trustee Katherine E. Fox, Trustee

"Girardi Revocable Living Trust dated May 1, 2002"

By: ______________________________ ______________________________
John A. Girardi, Trustee Marsi A. Girardi, Trustee

"LeFever Mattson, a California corporation"

By: ______________________________
Tim LeFever, President

Ogg

By: ______________________________
Katherine (Kathy) Ogg

Rice "The Willis McKelvey Rice and Linda Kay Rice Living Trust"

By: ______________________________ ______________________________
Willis McKelvey Rice, Trustee Linda Kay Rice, Trustee

EXHIBIT E

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

OLD REPUBLIC TITLE COMPANY
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP
1001 Sylvan Avenue, Building A • Modesto CA • 95350 • (209) 544-1823 • FAX (209) 544-9549

Live Oak Investments, LP
8009 Doyle Lane
Dixon, CA 95620

Date: August 27, 2024
Escrow No.: 1614028541-JO
Escrow Officer: Joanne Maynard
Settlement Date: August 29, 2024

Property: 410 Buck Avenue, Vacaville, CA 95687

Estimated Seller's Settlement Statement

Item		Debits	Credits
Sales Price			10,800,000.00
Existing Loan with Walker & Dunlop LLC		6,718,000.00	
MUST UPDATE TO ACTUAL to Recology Vacaville Solano ($7,277.25)			
Amount to 10-1-24		7,277.25	
Paid Outside Closing			
Real Estate Taxes to Solano County Tax Collector (0126-160-110)			
2nd Installment 2023-2024 to Solano County Tax Collector $32,523.39			
(Seller)			
Signing/Notary Services to SnapDocs		160.00	
Security Deposits to Ch Vacaville LLC, a Delaware limited liability company		44,216.00	
Prorata R.E. Taxes, 07/01/24 to 08/29/24, 58 days @ $180.6855 (est.)		10,479.76	
Interest from COE to 9/1/24 08/01/24 to 08/29/24, 28 days @ $731.5200		20,482.56	
Rental Adj. by unit (est.)			
, 08/29/24 to 09/01/24, 3 days @ $2,947.4630		8,842.39	
Prepaid Rent		808.13	
Make Ready Credit		6,000.00	
Escrow Fees to Old Republic Title Company		6,150.00	
Additional Charges		120.00	
CA-Reporting and Withholding Service Fee to Old Republic Title Company	45.00		
Wire Service Fee to Old Republic Title Company	25.00		
Doc Prep Deed to Old Republic Title Company	50.00		
Title Charges			
ALTA Ext. Owner's Policy to Old Republic Title Company		8,900.00	
Recording Fees		700.00	
Deed to Solano County	100.00		
Assumption Agreement to Solano County	200.00		
Assumption Agreement to Solano County	200.00		
UCC to Solano County	100.00		
UCC to Solano County	100.00		
Other Title Fees		25.00	
Recording Service Fee to Old Republic Title Company	25.00		
County Transfer Tax to County of Solano		4,490.20	
Due To Seller (est.)		3,963,348.71	
Total		10,800,000.00	10,800,000.00

______
Initials

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Live Oak Investments, LP, a California Limited Partnership

By: LeFever Mattson, a California corporation

It's General Partner

By:____________________________
Timothy J. LeFever
Its: Chief Executive Officer

EXHIBIT F

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

LAW OFFICES OF THOMAS P. KELLY III P.C.
A PROFESSIONAL CORPORATION

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SANTA ROSA, CALIFORNIA, 95404-4926
707-545-8700 • FAX 707-542-3371
WWW.REDWOODBANKRUPTCY.COM
TOMKELLY@SONIC.NET

CHAPTER 11 RETAINER AGREEMENT

The undersigned Live Oak Investments L.P. by and through its general partner William Andrew (hereinafter "Client") hereby retains Law Offices of Thomas P. Kelly III P.C. (hereinafter "Attorney") to perform legal services under the terms set forth below (hereinafter "Retainer Agreement") for representation in the following matters (hereinafter collectively "Legal Matter"):

1. Representation in that Chapter 11 bankruptcy case currently pending in the United States Bankruptcy Court, Northern Division of California, Santa Rosa Division in which Client is the debtor-in-possession bearing case number CAND 24-10511 and case name *In re Live Oak Investments L.P.*.

Attorney shall explain the terms and conditions of this Retainer Agreement in full prior to execution by Client. Attorney shall provide a true and correct copy of this Retainer Agreement to Client upon execution. Attorney shall answer any and all questions of Client regarding this Retainer Agreement at any time.

I. LEGAL SERVICES

1.1 Services to be performed: All legal services described herein, related to Client's Legal Matter. The services of Attorney will include the initial conference with Client concerning filing; providing counseling and legal advice, preparation of court documents, communications with opposing parties and/or opposing counsel as needed, appearances at Court hearings, and drafting or responding to motions or other legal matters arising from Client's Legal Matter.

1.2 Limitation of Scope of Representation: Client specifically agrees that Attorney will not represent Client in any matter outside the stated scope of representation or other case, lawsuit, or legal matter without an additional retainer agreement. Attorney shall not be Client's attorney or attorney of record for any other case, lawsuit, or any other matter without an additional retainer agreement.

1.3 Authorization: Client authorizes Attorney to act as Client's Attorney and perform all legal services described herein related to Client's Legal Matter. Client expressly agrees that Attorney may consult other attorneys on Client's Legal Matter without charge to Client if Attorney deems such consultation necessary.

1.4 Communications: Attorney shall be responsible for all communications on behalf of Client regarding the Legal Matter with all third parties. Attorney shall promptly inform Client of all communications which occur related to Client's Legal Matter.

1.5 Document Preparation: Attorney will be solely responsible for preparing all legal documents and pleadings regarding the Legal Matter and filing those documents and pleadings regarding the Legal Matter. Attorney will consult Client as to the contents and substance of any letters, documents and pleadings to be filed with the proper Court prior to submission or filing with any Court. All documents filed by Attorney on behalf of Client are presumed to have Client's consent.

1.6 Document Content: All documents prepared by Attorney is based on that information provided to Attorney by Client. Attorney shall have the authority to determine the form, language and grammar of such letters, documents and/or pleadings. Client shall be entitled to a copy of all letters, documents and/or pleadings prepared by the Attorney on behalf of Client.

1.7 Appeals: Client expressly agrees that no appeals are included in this agreement. Any appeal shall be the subject of an additional representation agreement.

1.8 Tax services excluded: Client and Attorney expressly agree that no tax advice shall be given or sought. Client expressly agrees to consult a tax professional regarding any tax question, and may not rely on any statement of Attorney as tax advice.

II. CLIENT DUTIES

2.1 Truth: Client expressly agrees to provide truthful and accurate information to Attorney at all times. Client expressly consents to the immediate termination of the Attorney-Client relationship and to the withdrawal of Attorney from Client's Legal Matter, and the termination of this Retainer Agreement if in the judgment of Attorney Client has violated this provision.

2.2 Full Disclosure: In order to ensure that the Client will receive adequate representation, Client shall provide Attorney with all relevant information whether Attorney expressly requests it or not. Client shall not intentionally hide any information from the Attorney. Client has been advised and is aware that any violation of this provision by Client will terminate the Attorney-Client relationship and Attorney's representation of Client.

2.3 Documentation from Client: Client agrees to provide Attorney with all relevant and required documents and information in a timely manner. Client agrees that delays in Client's Legal Matter caused by Client's failure to provide Attorney with required documents or information are the sole responsibility of Client.

2.4 Representation Letter: Client agrees to execute a letter confirming that Attorney represents Client and expressly permits Attorney to distribute this letter to any third party requiring such a letter before providing Attorney information related to Client's Legal Matter.

2.5 Contact Information: Client expressly agrees to keep Attorney updated with current contact information for Client, including a mailing address, email address, and telephone number. Client understands that a failure to fulfill this obligation may result in Attorney's withdrawal from Client's Legal Matter. Client recognizes that attorney is not obligated to undertake investigative efforts to find client should client not be reachable for more than fourteen (14) days.

III. LEGAL FEES

3.1 Legal Fees: Client shall pay the Attorney for the legal services provided in the Legal Matter. Client agrees to pay Attorney's hourly rate of $450.00 per hour. These fees are is subject to approval by the Bankruptcy Court in the Legal Matter.

3.2 Distribution of Recovery: Client and attorney agree that any award of attorney's fees or sanctions shall be payable to Client in the amounts actually paid by Client to Attorney, and any recovery above that amount shall be payable to Attorney exclusively. Client agrees that any funds recovered shall be deposited directly into Attorney's Trust Account for distribution to Client and/or attorney pursuant to the rules of the State Bar of California. Client expressly agrees that all costs shall be paid from any recovery prior to the distribution of any amount to Client.

3.3 Attorney's Lien: Client hereby grants Attorneys a lien on any and all claims or causes of action that are the subject of Attorneys' representation under this Contract. Attorneys' lien will be for any sums due and owing to

Attorneys at the conclusion of any services provided by Attorneys. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise in the Legal Matter and shall survive the termination of this agreement if Client's Legal Matter continues after termination.

IV. COSTS

4.1 Covered Costs: Client shall be responsible for any costs associated with the legal representation provided by Attorney in the Legal Matter. Costs shall include, but are not limited to, court costs, service of process fees, deposition costs, expert witness fees, medical chart review fees, mileage, parking fees, travel expenses, and investigative fees. All awards of costs shall be payable to Client in the amount actually paid by Client, if any. All awards of costs shall be payable to Attorney in the amount actually paid by Attorney.

4.2 Client File: If Client requests a paper copy of Client's file after the case has been closed or Attorney no longer represents Client, then Client agrees to pay for photocopies at the rate of $0.10 per page.

V. DISCLAIMER OF GUARANTEE

5.1 Disclaimer of Guaranty: Nothing in this agreement and nothing in any statements made by Attorney, Attorney's representatives or employees, or experts retained by Attorney will be construed as a promise or guarantee to Client about the outcome of Client's Legal Matter. Attorney cannot make such promises or guarantees because of the factor of the unknown and the actions of other parties which may affect the outcome. Any comments by Attorney about the potential outcome of Client's Legal Matter are expressions of opinion only, are neither promises nor guarantees, and shall never be construed as promises or guarantees. In addition, all representations are based solely on that information currently available to Attorney at that time.

VI. TERMINATION OF AGREEMENT

6.1 Discharge by Client: Client may discharge Attorney from Client's Legal Matter at any time with or without cause, by notifying Attorney in writing. This notice shall be sent in two ways to Attorney. First, via certified mail to Attorney's business address of 50 Old Courthouse Square, Suite 609, Santa Rosa, California, 95404. Second, Client shall also provide the same written notice via email to Attorney at tomkelly@sonic.net.

6.2 Withdrawal by Attorney: Attorney may withdraw with Client's consent from the Legal Matter at any time. Attorney may withdraw without Client's consent at any time for cause. Attorney is subject to the State Code of Professional Responsibility, which lists several types of conduct or circumstances that require or allow attorneys to withdraw from representing a client, including nonpayment of fees or costs, misrepresentation or failure to disclose material facts, actions contrary to attorney's advice, and a conflict with another client.

6.3 Files and Materials: If Client discharges Attorney or Attorney withdraws, Attorney shall return Client's papers and property promptly. Attorney's own files pertaining to the case will be retained. Paper copies of any materials requested by Client shall be paid for by Client at the rate of ten cents ($0.10) per page.

6.4 Costs after Discharge or Withdrawal: Client's discharge of Attorney or Withdrawal of Attorney shall not affect Client's financial responsibility for payment of any costs incurred by Attorney before termination and any costs incurred which result from services required for an orderly transition of Client's Legal Matter to substitute counsel.

6.5 Fees after Discharge or Withdrawal: Attorney shall retain an interest in Client's case after termination equal to the work performed by Attorney on Client's case on a per diem basis. This amount shall not exceed one third of the highest damage award or other settlement awarded to Client when calculated at the rate of $450.00 per hour for work performed prior to termination.

VII. DISPUTE RESOLUTION THROUGH BINDING ARBITRATION

7.1 Dispute Resolution Through Binding Arbitration: Attorney and Client expressly waive any and all rights to any civil trial for any dispute arising under this Retainer Agreement, and agree to use binding non-judicial arbitration to resolve any disputes as follows:

A. General Dispute Resolution: In the event there is ever a dispute between Attorney and Client concerning any aspect of this agreement, or any aspect of Attorney's representation of Client in Client's Legal Matter, both Attorney and Client expressly agree to submit the entire matter for binding arbitration through the Judicial Arbitration & Mediation Service (JAMS) in Santa Rosa, California. If there is no agreement as to an arbitrator, then the Superior Court of Sonoma County shall choose an arbitrator from JAMS and that decision shall be final and conclusive on all parties. Attorney and Client both agree to entirely waive any and all arbitration or mediation through the arbitration procedures of the State Bar of California and/or the Sonoma County Bar Association as set forth in California Business and Professions Code §6200, et. seq. Both Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with California Code of Civil Procedure §1283.05. Attorney and Client expressly waive any and all rights to any civil trial for any dispute arising under this Retainer Agreement. Attorney and Client expressly agree that in the event of any dispute the prevailing party may recover any costs or arbitration fees, but each side shall bear their own attorneys fees.

B. Fee Dispute Resolution: Notwithstanding paragraph 7.2(A) above, if there is any dispute subject to the jurisdiction of the State of California over fees, charges, costs or expenses charged by Attorney, both Attorney and Client expressly agree to submit the entire matter for binding arbitration through the Judicial Arbitration & Mediation Service (JAMS) in Santa Rosa, California. If there is no agreement as to an arbitrator, then the Superior Court of Sonoma County shall choose an arbitrator from JAMS and that decision shall be final and conclusive on all parties. Attorney and Client both agree to entirely waive any and all arbitration or mediation through the arbitration procedures of the State Bar of California and/or the Sonoma County Bar Association as set forth in California Business and Professions Code §6200, et. seq. Both Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with California Code of Civil Procedure §1283.05. Attorney and Client expressly waive any and all rights to any civil trial for any dispute arising under this Retainer Agreement. Attorney and Client expressly agree that in the event of any dispute the prevailing party may recover any costs or arbitration fees, but each side shall bear their own attorneys fees.

7.2 Client and Attorney Agreement to Arbitration Provisions: Attorney and Client agree to entirely waive the arbitration procedures of the State Bar of California and/or the Sonoma County Bar Association as set forth in California Business and Professions Code §6200, et. seq. and agree to resolve all disputes between them by the private arbitration service JAMS exclusively pursuant to the provisions set forth above.

Client Initials: UONA **Attorney Initials :** TPK3

UONA

VIII. MISCELLANEOUS PROVISIONS

8.1 Attorney of Record: The Attorney expressly agrees to be Client's "Attorney of Record" for Client's Legal Matter, and Client authorizes Attorney to accept service of process for Client's Legal Matter.

8.2 Choice of Law: This agreement shall be governed by and construed in accordance with the laws of the State of California and, where applicable, the United States Bankruptcy Code (Title 11, U.S. Code).

8.3 Venue: Client and Attorney agree that this contract is entered into in Santa Rosa, California, and is to be performed in Santa Rosa, California. The venue for any and all disputes between Client and Attorney shall exclusively be Santa Rosa, California.

8.4 Insurance Coverage: Attorney maintains errors and omission insurance coverage applicable to the services to be rendered in an amount equal to or greater than the requirements of the State Bar of California.

8.5 Complete Agreement, Severability: This document represents the entire agreement between the parties and may not be modified or amended except by a writing signed and dated by both Client and Attorney. If any part of this agreement is found to be unenforceable, Client and Attorney agree that the remaining provisions shall remain in full force and effect.

8.6 Effective Date: This Retainer Agreement shall take effect on the date when fully executed by both Client and Attorney, and the effective date shall be determined by whichever signature is last in time. This Retainer Agreement shall not take effect, and Attorney shall have no obligation to provide any legal services to Client, unless and until both Attorney and Client have signed this Retainer Agreement.

Execution by Live Oak Investments L.P. by and through its general partner William Andrew, Client	Execution by Law Offices of Thomas P. Kelly III P.C., Attorney
William Andrew — October 10, 2025	Thomas P. Kelly III — October 10, 2025
Signature — Date	Signature — Date

WDNA

Thomas P. Kelly III, Attorney at Law
Law Offices of Thomas P. Kelly III P.C.
CA 230699, OR 080927, DC 1000147
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

Attorney for Live Oak Investments LP
and its general partner William Andrew

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA, SANTA ROSA DIVISION

In re: LEFEVER MATTSON, a California corporation, *et al.*,[1] Debtors.	Case No. 24-10545 (CN) (Lead Case) Chapter 11 (Jointly Administered) DECLARATION OF THOMAS P. KELLY III Date: November 19, 2025 Time: 11:00AM Judge: Hon. Charles Novack Court: 1300 Clay Street, Courtroom 215, Oakland, California 94612 Via teleconference Date filed: September 12, 2024

DECLARATION OF THOMAS P. KELLY III

I, THOMAS P. KELLY III, declare as follows:

1. I am over the age of eighteen (18) years old and I have personal knowledge of the facts stated in this declaration, and if called as a witness, could and would testify competently to the truth of the facts as stated herein.

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.

2. I am an attorney at law duly admitted to practice before all State and Federal Courts of the State of California and not a party to the action referenced above.

3. I am the attorney for Live Oak Investments LP by and through its general partner William Andrew. (Hereinafter "Debtor").

4. Those documents attached to the concurrently filed Request for Judicial notice are true and correct copies of those documents.

5. On October 7, 2025 Creditors Andrew Revocable Trust dated June 21, 2001 and the Burgess Trust dated October 9, 2006 (hereinafter collectively "Creditors") called a meeting of the partnership of Debtor which was held on October 9, 2025. The notice of meeting was duly served on all partners of Debtor including LeFeverMattson Inc. (Hereinafter "LFM") and was also filed in the bankruptcy case for Debtor and for LFM bearing docket entry No. 2530 for the LFM case and docket entry No. 29 for Debtor's case.

6. I personally attended this meeting. LFM appeared and participated through the presence of Bradley Sharp as the Chief Restructuring Officer and through counsel David Taylor.

7. At this meeting, the partnership voted to remove LFM as the general partner of Debtor, to appoint Mr. Andrew as general partner and president, to remove Keller Benvenutti Kim LLP as counsel for Debtor, and to retain the Law Offices of Thomas P. Kelly III P.C. as counsel for Debtor.

8. On October 10, 2025 Debtor through Mr. Andrew acting as general partner, entered into a representation agreement with the Law Offices of Thomas P. Kelly III P.C.. a true and correct copy of which is attached hereto and marked as Exhibit A.

9. This agreement provides for the hourly rates charged by my office. There were no fees due or paid to myself from Debtor prior to the execution of the agreement.

10. I am an attorney licensed in the State of California since 2004, the State of Oregon since 2008, and the District of Columbia since 2011.

11. I have regularly handled cases in contracts, business litigation, real estate, adversary proceedings and bankruptcy cases under chapters 7, 11, and 13 and since 2004.

12. I have handled cases in both state and federal courts in California, Nevada and

Thomas P. Kelly III
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Oregon, including the Bankruptcy Appellate Panel, the Ninth Circuit Court of Appeals, California's First District Court of Appeals, and maintain an "AV" Martindale-Hubble rating.

13. I am a certified bankruptcy specialist by the State Bar of California as of 2020.

14. My hourly billable rate is $450.00 per hour.

15. I am willing to serve as Debtor' general bankruptcy counsel and to perform the services necessary for the representation including but not limited to the following:

(a) Prepare on behalf of the Debtor, as debtor in possession, all necessary or appropriate motions, applications, answers, orders, reports, and other papers in connection with the administration of the Debtor's bankruptcy estate;

(b) To take all necessary or appropriate actions in connection with a plan of reorganization and all related documents, and such further actions as may be required in connection with the administration of the Debtor's estate;

(c) Take all necessary actions to protect and preserve the Debtor's estate including the prosecution of actions on the Debtor's behalf, the defense of any actions commenced against the Debtor, the negotiation of disputes in which the Debtor are involved, and the preparation of objections to claims filed against the Debtor' estate; and

(d) Perform all other necessary legal services in connection with the prosecution of the Chapter 11 Case.

16. I have not and never have been an equity security holder, partner, or insider of the Debtor.

17. I have not within the two (2) years before the petition date in this case been a director, officer or employee of the Debtor.

18. I am not aware of any interest I hold that is materially adverse to the interests of Debtor, the bankruptcy estate, or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the Debtor or for any reason.

19. I represented the Andrew Revocable Trust dated June 21, 2001 and the Burgess Trust dated October 9, 2006 in this case including a pending motion to have a Chapter 11 Trustee appointed for Debtor, which has been pending since May of 2025.

20. I have never received nor have I been promised any compensation from the Debtor related to the prior representation of the Andrew Revocable Trust dated June 21, 2001 and the Burgess Trust dated October 9, 2006.

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21. I did not receive nor have I been promised any interest in the Debtor or the Debtor's assets related to the current representation of Debtor other than those fees which are earned after approval of this application, and which are subject to the approval of the application to employ myself as counsel by this Court.

22. My prior representation of the Andrew Revocable Trust dated June 21, 2001 and the Burgess Trust dated October 9, 2006 was fully disclosed to the partnership prior to the vote on October 9, 2025.

23. I have never been paid any sum of money by Debtor at any time.

24. I have zero pre-petition claims against the Debtor.

25. To the best of my knowledge, I do not and never have held or represented any interest adverse to the Debtor or the bankruptcy estate of the Debtor.

26. I will also seek reimbursement of expenses pursuant to the terms in the retainer agreement, which generally involve passing through all properly reimbursable expenses to my clients at cost.

27. I will maintain contemporaneous time records and will hereafter apply to the Court for allowance of compensation and reimbursement of expenses in accordance with 11 U.S.C. §330 and the *Guidelines for Reviewing Applications for Compensation* established by the Office of the United States Trustee, for all services performed and expenses incurred after the approval of the present application.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the State of California and the laws of the United States that the foregoing is true and correct. Executed at Santa Rosa, California on the date referenced below.

Dated: October 21, 2025

Thomas P. Kelly III

Thomas P. Kelly III
Attorney at Law

EXHIBIT A

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

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UNA

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VI. TERMINATION OF AGREEMENT

6.1 Discharge by Client: Client may discharge Attorney from Client's Legal Matter at any time with or without cause, by notifying Attorney in writing. This notice shall be sent in two ways to Attorney. First, via certified mail to Attorney's business address of 50 Old Courthouse Square, Suite 609, Santa Rosa, California, 95404. Second, Client shall also provide the same written notice via email to Attorney at tomkelly@sonic.net.

6.2 Withdrawal by Attorney: Attorney may withdraw with Client's consent from the Legal Matter at any time. Attorney may withdraw without Client's consent at any time for cause. Attorney is subject to the State Code of Professional Responsibility, which lists several types of conduct or circumstances that require or allow attorneys to withdraw from representing a client, including nonpayment of fees or costs, misrepresentation or failure to disclose material facts, actions contrary to attorney's advice, and a conflict with another client.

6.3 Files and Materials: If Client discharges Attorney or Attorney withdraws, Attorney shall return Client's papers and property promptly. Attorney's own files pertaining to the case will be retained. Paper copies of any materials requested by Client shall be paid for by Client at the rate of ten cents ($0.10) per page.

6.4 Costs after Discharge or Withdrawal: Client's discharge of Attorney or Withdrawal of Attorney shall not affect Client's financial responsibility for payment of any costs incurred by Attorney before termination and any costs incurred which result from services required for an orderly transition of Client's Legal Matter to substitute counsel.

6.5 Fees after Discharge or Withdrawal: Attorney shall retain an interest in Client's case after termination equal to the work performed by Attorney on Client's case on a per diem basis. This amount shall not exceed one third of the highest damage award or other settlement awarded to Client when calculated at the rate of $450.00 per hour for work performed prior to termination.

VII. DISPUTE RESOLUTION THROUGH BINDING ARBITRATION

7.1 Dispute Resolution Through Binding Arbitration: Attorney and Client expressly waive any and all rights to any civil trial for any dispute arising under this Retainer Agreement, and agree to use binding non-judicial arbitration to resolve any disputes as follows:

A. General Dispute Resolution: In the event there is ever a dispute between Attorney and Client concerning any aspect of this agreement, or any aspect of Attorney's representation of Client in Client's Legal Matter, both Attorney and Client expressly agree to submit the entire matter for binding arbitration through the Judicial Arbitration & Mediation Service (JAMS) in Santa Rosa, California. If there is no agreement as to an arbitrator, then the Superior Court of Sonoma County shall choose an arbitrator from JAMS and that decision shall be final and conclusive on all parties. Attorney and Client both agree to entirely waive any and all arbitration or mediation through the arbitration procedures of the State Bar of California and/or the Sonoma County Bar Association as set forth in California Business and Professions Code §6200, et. seq. Both Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with California Code of Civil Procedure §1283.05. Attorney and Client expressly waive any and all rights to any civil trial for any dispute arising under this Retainer Agreement. Attorney and Client expressly agree that in the event of any dispute the prevailing party may recover any costs or arbitration fees, but each side shall bear their own attorneys fees.

B. Fee Dispute Resolution: Notwithstanding paragraph 7.2(A) above, if there is any dispute subject to the jurisdiction of the State of California over fees, charges, costs or expenses charged by Attorney, both Attorney and Client expressly agree to submit the entire matter for binding arbitration through the Judicial Arbitration & Mediation Service (JAMS) in Santa Rosa, California. If there is no agreement as to an arbitrator, then the Superior Court of Sonoma County shall choose an arbitrator from JAMS and that decision shall be final and conclusive on all parties. Attorney and Client both agree to entirely waive any and all arbitration or mediation through the arbitration procedures of the State Bar of California and/or the Sonoma County Bar Association as set forth in California Business and Professions Code §6200, et. seq. Both Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with California Code of Civil Procedure §1283.05. Attorney and Client expressly waive any and all rights to any civil trial for any dispute arising under this Retainer Agreement. Attorney and Client expressly agree that in the event of any dispute the prevailing party may recover any costs or arbitration fees, but each side shall bear their own attorneys fees.

7.2 Client and Attorney Agreement to Arbitration Provisions: Attorney and Client agree to entirely waive the arbitration procedures of the State Bar of California and/or the Sonoma County Bar Association as set forth in California Business and Professions Code §6200, et. seq. and agree to resolve all disputes between them by the private arbitration service JAMS exclusively pursuant to the provisions set forth above.

Client Initials: UWNA **Attorney Initials :** TPK3

UWNA

VIII. MISCELLANEOUS PROVISIONS

8.1 Attorney of Record: The Attorney expressly agrees to be Client's "Attorney of Record" for Client's Legal Matter, and Client authorizes Attorney to accept service of process for Client's Legal Matter.

8.2 Choice of Law: This agreement shall be governed by and construed in accordance with the laws of the State of California and, where applicable, the United States Bankruptcy Code (Title 11, U.S. Code).

8.3 Venue: Client and Attorney agree that this contract is entered into in Santa Rosa, California, and is to be performed in Santa Rosa, California. The venue for any and all disputes between Client and Attorney shall exclusively be Santa Rosa, California.

8.4 Insurance Coverage: Attorney maintains errors and omission insurance coverage applicable to the services to be rendered in an amount equal to or greater than the requirements of the State Bar of California.

8.5 Complete Agreement, Severability: This document represents the entire agreement between the parties and may not be modified or amended except by a writing signed and dated by both Client and Attorney. If any part of this agreement is found to be unenforceable, Client and Attorney agree that the remaining provisions shall remain in full force and effect.

8.6 Effective Date: This Retainer Agreement shall take effect on the date when fully executed by both Client and Attorney, and the effective date shall be determined by whichever signature is last in time. This Retainer Agreement shall not take effect, and Attorney shall have no obligation to provide any legal services to Client, unless and until both Attorney and Client have signed this Retainer Agreement.

Execution by Live Oak Investments L.P. by and through its general partner William Andrew, Client	Execution by Law Offices of Thomas P. Kelly III P.C., Attorney
William Andrew — October 10, 2025	Thomas P. Kelly III — October 10, 2025
Signature — Date	Signature — Date

WANA

Thomas P. Kelly III, Attorney at Law
Law Offices of Thomas P. Kelly III P.C.
CA 230699, OR 080927, DC 1000147
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

Attorney for Creditors
Andrew Revocable Trust dated June 21, 2001
Burgess Trust dated October 9, 2006

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA, SANTA ROSA DIVISION

In re: LEFEVER MATTSON, a California corporation, *et al.*,[1] Debtors in Possession. Tax ID/EIN : 68-0197537	Case No. 24-10545 (CN) (Lead Case) Chapter 11 (Jointly Administered) CERTIFICATE OF SERVICE Judge: Hon. Charles Novack Court: 1300 Clay Street, Courtroom 215, Oakland, California 94612 Date filed: September 12, 2024

1 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 Boulevard, Suite B, Citrus Heights, California, 95621.

CERTIFICATE OF SERVICE

I am a citizen of the United States, I am over the age of eighteen (18) years, I am an active member of the State Bar of California, I am employed at 50 Old Courthouse Square, Suite 609, Santa Rosa, California, and not a party to the within action. On the date of the execution of this Proof of Service, I caused to be served a true and correct copy of the documents bearing the titles listed below on the interested parties in the above-captioned action in the manner set forth below.

1. Via first class mail enclosed in a sealed envelope with postage thereon fully prepaid in a United States Post Office mail box at Santa Rosa, California bearing the names and addresses listed below, and via certified mail and/or priority mail with tracking if noted below.

2. Via e-mail transmission to the e-mail addresses listed below.

3. Via facsimile transmission to the facsimile numbers listed below with a true and correct copy of the confirmation sheet attached hereto.

4. Via overnight delivery enclosed in an envelope or package provided by an overnight delivery carrier and bearing the names and addresses listed below with an office or a regularly utilized drop box for the collection of overnight delivery packages for the overnight delivery carrier with a true and correct copy of the receipt for this delivery attached hereto.

5. Via ECF I electronically filed a copy of the following documents with the Clerk of the Court for the United States Bankruptcy Court, Northern District of California, using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the State of California and the laws of the United States that the foregoing is true and correct. Executed at Santa Rosa, California on the date referenced below.

Dated: October 22, 2025

Thomas P. Kelly III

Thomas P. Kelly III
Attorney at Law

DOCUMENTS SERVED

1. NOTICE OF MOTION
2. NOTICE OF HEARING
3. MEMORANDUM OF POINTS & AUTHORITIES
4. REQUEST FOR JUDICIAL NOTICE
5. DECLARATION OF WILLIAM ANDREW
6. DECLARATION OF THOMAS P. KELLY III
7. SUBSTITUTION OF ATTORNEY (24-10511)
8. SUBSTITUTION OF ATTORNEY (24-10545)
9. CERTIFICATE OF SERVICE

Thomas P. Kelly III
50 Old Courthouse Sq.
Suite 609
Santa Rosa, California
95404-4926
(707)545-8700

ADDRESSES OF PARTIES SERVED

Live Oak Investments LP LeFever Mattson Inc. c/o Thomas B. Rupp Esq. c/o Tobias S. Keller, Esq. Keller Benvenutti Kim LLP 425 Market Street, 26th Floor San Francisco, California 94105 Via ECF Via email to trupp@kbkllp.com Via email to tkeller@kbkllp.com	Office of the United States Trustee c/o Deanna K. Hazelton 2500 Tulare Street Suite 1401 Fresno, California 93721 Via ECF Via email to deanna.k.hazelton@usdoj.gov Via email to USTPRegion17.SF.ECF@usdoj.gov
Office of the United States Trustee c/o Phillip J. Shine Esq. Phillip J. Burton Federal Building 450 Golden Gate Avenue, Fifth Floor #05-0153 San Francisco, California 94102 Via ECF Via email to phillip.shine@usdoj.gov	Office of the United States Trustee c/o Jared A. Day Esq. C. Clifton Young Federal Building 300 Booth Street, Room 3009 Reno, Nevada 89509 Via ECF Via email to jared.a.day@usdoj.gov
Official Committee of Unsecured Creditors c/o Debra I. Grassgreen, John D. Fiero, Jason H. Rosell, and Brooke E. Wilson Pachulski Stang Ziehl & Jones LLP One Sansome Street, 34th Floor, Suite 3430 San Francisco, California 94104-4436 Via ECF Via email to dgrassgreen@pszjlaw.com Via email to jfiero@pszjlaw.com Via email to jrosell@pszjlaw.com Via email to bwilson@pszjlaw.com	Chase Restated 1992 Chase Family Trust John & Susan Chase, Trustees c/o Daniel L. Egan Esq. Wilke Fleury LLP 621 Capitol Mall, Suite 900 Sacramento, California 95814 Via ECF Via email to degan@wilkefleury.com
Anderson 2001 Revocable Trust dated June 12, 2001 c/o Graham & Teresa Anderson, Trustees 129 Archer Drive Santa Cruz, California 95060 Via email to graham@sezame.com Via email to teresaanderson@outlook.com	The Willis McKelvey Rice and Linda Kay Rice Living Trust c/o Willis & Linda Rice, Trustees 405 London Way Sonoma, California 95476 Via email to lrblueharp@gmail.com
Fleming Family Trust dated August 27, 1998 c/o John & Dominque Fleming, Trustees 350 Castenada Avenue San Francisco, California 94116-1447 Via email to flemingo135@yahoo.com	Fox Family Trust dated May 24, 2002 c/o Gary & Katherine Fox, Trustees P.O. Box 1243 Fair Oaks, California 95628 Via email to gfox@yfcministries.org Via email to kathy@kathyfox.com

Thomas P. Kelly III
50 Old Courthouse Sq.
Suite 609
Santa Rosa, California
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Girardi Revocable Living Trust dated May1, 2002 c/o John & Marsi Giard, Trustees 3265 Longhorn Ridge Road Cameron Park, California 95682 Via email to girharley56@gmail.com Via email to marsigirardi@gmail.com	Katherine Ogg 49 Lyell Street Los Altos, California 94022 Via email to cellissimo@gmail.com Via email to cellissimo@hotmail.com
Ray & Kim Davis 14210 Angelina Drive Bay Town, Texas 77523 Via email to krjj123@hotmail.com	Sara Shahbazi 2029 Century Park East, Suite 1400 Los Angeles, California 90067-2915 Via ECF Via email to shahbazis@ballardspahr.com
Amanda Henry, as Trustee of the Frank Bragg Revocable Trust c/o Bennett G. Young, Esq. Jeffer Mangels Butler & Mitchell LLP Two Embarcadero Center Fifth Floor San Francisco, California 94111-3824 Via ECF Via email to byoung@jmbm.com Via email to jb8@jmbm.com	C.P. Grellas Thomas G. Mouzes Esq. Bashar Ahmad Esq. Boutin Jones Inc. 555 Capitol Mall Suite 1500 Sacramento, California, 95814 Via ECF Via email to tmouzes@boutinjones.com Via email to bahmad@boutinjones.com
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Catherine E. Holzhauser, Esq. Beeson, Tayer & Bodine APC. 520 Capitol Mall Suite 300 Sacramento, California 95814-4714 Via ECF Via email to cholzhauser@beesontayer.com	KeyBank National Association c/o Frandzel Robins Bloom & Csato, L.C. c/o Craig A. Welin c/o Michael J. Gomez c/o Gerrick M. Warrington 1000 Wilshire Boulevard, 19th Floor Los Angeles, California 90017-2427 Via ECF Via email to cwelin@frandzel.com Via email to mgomez@frandzel.com Via email to gwarrington@frandzel.com
AIS Portfolio Services, LLC Attn: Ally Bank Lease Trust Account: XXXXXXXX3228 4515 N Santa Fe Avenue Deptartment APS Oklahoma City, Oklahoma 73118 Via ECF Via email to ECFNotices@aisinfo.com	Attn: Ally Bank Department AIS Portfolio Services, LLC Account: XXXXXXXX4890 4515 N Santa Fe Avenue Deptartment APS Oklahoma City, Oklahoma 73118 Via ECF Via email to ECFNotices@aisinfo.com
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