

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO

In re Christensen Realty Investment, LLC

Case No. 10-02368-JDP

Debtor

Chapter 11

PLAN OF REORGANIZATION, DATED OCTOBER 18, 2010

ARTICLE I

SUMMARY

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of Christensen Realty Investment LLC (the "Debtor") from cash flow from operations, future income from the use of its garage and office space and the leasing and renting of the same, and sale of parking permits for the facility, by surrendering the company and/or its assets to the two secured creditors, Mountain West Bank and McAlvain Construction.

This Plan provides for classes of secured claims as set forth below and one class of equity security holders. To the best of the Debtor's knowledge, there are no unsecured claims. This Plan also provides for the payment of administrative and priority claims to Debtor's attorney upon approval by the Court. The administrative claims shall be paid upon the Effective Date of the Plan.

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

2.01 Class 1. All allowed claims entitled to priority under § 507 of the Code (except administrative expense claims under § 507(a)(2), and priority tax claims under § 507(a)(8).

2.02 Class 2. The claims of the following secured creditors, to the extent allowed as a

secured claim under § 506 of the Code. Such secured creditors are each classified in their own class as shown hereafter.

- A. Ada County Treasurer
 - B. Mountain West Bank
 - C. McAlvain Construction, Inc.
- 2.03 Class 3. Any unsecured claims allowed under § 502 of the Code.
- 2.04 Class 4. Equity interests of the Debtor.

ARTICLE III

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,
U.S. TRUSTEE'S FEES, AND PRIORITY TAX CLAIMS

3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims, and priority tax claims are not in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code will be paid in full on the effective date of this Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid as set forth herein, consistent with § 1129(a)(9)(C) of the Code.

3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

ARTICLE IV

TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

4.01 Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 - Priority Claims	Impaired	Debtor is not aware of any such claimant. Any entity claiming a priority claim under 11 USC §507 must file a proof of claim accordingly. Any allowed priority claim will be paid the full

amount of such claim plus interest at 6% per annum, over 50 months from the Effective Date.

Class 2-A Ada County Treasurer	2-A is Impaired.	The property taxes for the Debtor's parking garage and office space shall be paid on or before December 30, 2010, for the first half of such taxes due. Taxes thereafter shall be paid by Class 2-B and 2-C Creditors and/or the new corporation to be established as specified herein. No penalty shall be incurred if the tax payments are later than December 20, so long as paid by December 30, at 12:01 PM.
Class 2-B Secured Claim of Mountain West Bank	Both 2-B and 2-C are Impaired.	Upon the Effective Date, the following shall occur: A. All of the membership interests in Debtor shall be terminated. B. A new corporation shall be established, capitalized with 10,000 shares of common stock. C. Mountain West Bank shall be issued 1 share for every \$1,000 of indebtedness. McAlvain Construction shall be issued 1 share for every \$1,000 of indebtedness. D. Upon the Effective Date, the new corporation shall receive a Warranty Deed, subject to current liens and encumbrances, for the parking structure and appurtenances owned by Debtor. E. Debtor's member shall retain no further interest in and to the Debtor or its assets. F. The indebtedness owed shall be deemed fully satisfied by the issuance of such stock.
Class 2-C Secured Claim of McAlvain Construction	<u>Each creditor is considered a separate class for purposes of voting and treatment, and shall receive a separate ballot</u>	
Class 3- General Unsecured Creditors	Impaired.	Debtor knows of no such creditors. Any entity claiming such status must file a proof of claim accordingly. Unsecured claims shall receive a pro-rata share of \$10,000.00, payable upon the Effective Date.
Class 4- Equity Security Holders of the Debtor	Impaired.	All current equity interests shall be cancelled upon the Effective Date.

ARTICLE V

ALLOWANCE AND DISALLOWANCE OF CLAIMS

5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed [by a final non-appealable order], and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

ARTICLE VI

PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes the following executory contracts and/or unexpired leases effective upon the "effective date of this Plan as provided in Article VII:

Name of Other Parties to Lease or Contract	Description of Contract or Lease
Washington Trust Bank	Lease of premises on site for operation of its Downtown Boise Branch Bank. All rental payments shall be paid to the new corporation on the Effective Date and thereafter.
Amended Parking Allocation Rights Contract with Cameron Investments, et al.	Agreement to provide parking rights for use of tenants of the Ninth and Idaho Building in Boise, Idaho.
Parking Allocation Rights Contract for Banner Bank Building	Agreement to provide parking rights for use of tenants of the Banner Bank Building in Boise, Idaho.

(b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the effective date of this Plan. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than (60) days after the date of the order confirming this Plan.

(c) The new corporation shall have the rights to retain such employees and management of the facility as they shall desire after the Effective Date.

ARTICLE VII

MEANS FOR IMPLEMENTATION OF THE PLAN

A. After confirmation, each creditor will receive stock as heretofore provided.

B. A copy of this Plan may be filed with the Secretary of State of Idaho, to confirm the corporate modifications stated herein. Debtor shall prepare the Articles of Incorporation and Bylaws, and any other corporate documents required. In the alternative, the two secured creditors may vote to have their counsel draft the Bylaws and other corporate documents, and may select the name of the new corporation. If no name is selected, the corporation shall be called "Ninth and Bannock Garage, Inc." and shall be incorporated as such with authorized capital of 10,000 shares.

C. The Articles of Incorporation and Bylaws of the Debtor corporation shall provide the following:

1. All shareholders may vote their number of shares for directors as allowed by Idaho law.
2. The Articles of Incorporation shall be deemed amended to provide for five directors, and that cumulative voting is required for election of directors as provided in Idaho Code §30-1-728. This will allow the minority shareholders to elect at least a minority number of directors of the corporation. This is in compliance with 11 USC §1123.
3. The directors shall elect a president, a secretary, and as many other officers as are necessary for the operation of the corporation.
4. The officers, in consultation with the directors, shall determine the best course of action with respect to the corporate property, including sale thereof in whole or part, or distribution of lots among the shareholders in liquidation of the corporation.
5. Any distribution of income shall be paid to the creditors in order of their statutory priority. The directors may determine to grant dividends which may be distributed pro rata by number of shares.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions: [Insert additional definitions if necessary].

8.02 Effective Date of Plan. The effective date of this Plan is the eleventh business day

following the date of the entry of the order of confirmation. But if a stay of the confirmation order is in effect on that date, the effective date will be the first business day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

8.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

8.04 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

8.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

8.06 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Idaho govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

8.07 Corporate Governance. In the opinion of Debtor's counsel, only regular corporate bylaws are necessary. The creditors may amend the bylaws as they shall desire after the Effective Date. The new corporation shall operate the Debtor in accordance with their duties under the Idaho Business Corporation Act, and this Plan.

ARTICLE IX

DISCHARGE

9.01 Discharge. On the confirmation date of this Plan, the debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt: (i) imposed by this Plan; (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure; or (iii) of a kind specified in § 1141(d)(6)(B).

ARTICLE X

OTHER PROVISIONS

10.01 Retention of Jurisdiction. The court will retain jurisdiction under this Plan until this Plan has been fully consummated, including but not limited to the following purposes:

A. Classification of the claim of any creditor and the re-examination of the claims which have

been allowed for the purposes of voting, and the determination of such objections as may be filed to the creditors' claims. The failure by the Debtor to object or examine any claim for the purposes of voting shall not be deemed a waiver of the Debtor's right to object to allowance thereafter.

B. Determination of all core proceedings

C. The correction of any defect, the curing of any omission, or the reconciliation of any inconsistency in this Plan or order of confirmation as may be necessary to carry out the purposes and intent of this Plan.

D. The modification of this Plan after confirmation pursuant to the Bankruptcy Rules and Title 11 of the United States Code.

E. To enforce and interpret the terms and conditions of this Plan.

F. Entry of any order, including injunctions, necessary to enforce the title, rights, and powers of the Debtor and to impose such limitations, restrictions, terms and conditions as this court may deem necessary.

G. Entry of all necessary orders, judgments and decrees.

H. Entry of an order concluding and terminating this case.

10.02 Lien Retention. All secured creditors as set forth in this Plan shall retain their liens during the life of this Plan, to continue until their allowed secured claims are paid. At that time, such creditors shall release their lien rights by endorsement on any vehicle titles or filing a termination statement with the Idaho Secretary of State. Except as modified by this Plan, all documents and instruments with respect to any secured creditor shall remain in force.

Respectfully submitted,

By:

/s/ Gary Christensen

Gary Christensen, Manager
The Plan Proponent

By:

/s/ D. Blair Clark

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