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8 **UNITED STATES BANKRUPTCY COURT**

9 **Southern District of California**

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11 In re:

12 RANCHO CALIFORNIA CENTER LP
dba NORTH VIEW BUSINESS CENTER,

13 Debtor-in-possession.
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CASE NO. 12-16157-LA11

DEBTOR-IN-POSSESSION'S PLAN OF
REORGANIZATION

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16 The Debtor-in-Possession submits the following plan of reorganization:

17 **ARTICLE I**

18 **INTRODUCTION**

19 This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the
20 "Code") proposes to pay creditors of Rancho California Center, LP (the "Debtor") from rent
21 proceeds from the lease of the Debtor's real property at 4655 North Avenue, Oceanside, CA.

22 This Plan provides for one class of secured claims, one class of unsecured claims, and one
23 class of equity security holders. This Plan proposes to modify the note by extending the maturity
24 date of the note held by the only secured creditor, Nationwide Life Insurance Company, and continue
25 making the regular monthly payments called for under the note. Prior to the new maturity date the
26 Debtor will refinance or liquidate the real property. Unsecured creditors holding allowed claims will
27 receive full distributions in quarterly installments equal to 100 cents on the dollar. Equity interest
28 holders shall retain their same percentage interests in the Debtor. This Plan also provides for the

1 payment of administrative and priority claims in full on the effective date of the Plan with respect to
2 any such claim unless otherwise agreed to by the Debtor and the holder of such claim.

3 All creditors and equity security holders should refer to Articles II through V of this Plan for
4 information regarding the precise treatment of their claim. A disclosure statement that provides more
5 detailed information regarding this Plan and the rights of creditors and equity security holders will be
6 circulated with this Plan. **Your rights may be affected. You should read these papers carefully**
7 **and discuss them with your attorney, if you have one. If you do not have an attorney, you may**
8 **wish to consult one.**

9 ARTICLE II

10 CLASSIFICATION OF CLAIMS AND INTEREST

11 **2.01 Class 1.** This class consists of all allowed claims entitled to priority under Section
12 507 of the Code (except administrative expense claims under Section 507(a)(2) and priority tax
13 claims under Section 507 (a)(8)). Debtor does not believe there are any claims in this class.

14 **2.02 Class 2.** This class consists of Nationwide Life Insurance Company, which holds the
15 only deed of trust on the Debtor's real property at 4655 North Avenue, Oceanside, California.

16 **2.03 Class 3.** This class consists of all the unsecured claims allowed under Section 502 of
17 the Code. The only known claim in this class is the property manager, the Payne Woolley Company
18 in the sum of \$45,000.

19 **2.04 Class 4.** This class consists of the equity interests of the partners in the Debtor, which
20 is a limited partnership.

21 ARTICLE III

22 TREATMENT OF CLAIMS AND INTERESTS

23 **3.01 Administrative Expense Claims.** Each holder of an administrative expense claim
24 allowed within the definition of Section 503 of the Code will be paid in full on the effective date of
25 this Plan [defined below in Article VII of this Plan], in cash, or upon such other terms as may be
26 agreed upon by the holder of the claim and the Debtor.

27 **3.02 Priority Tax Claims.** There are no priority tax claims in this case.

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3.03 United States Trustee Fees. All fees required to be paid by 28 U.S.C. 1930(a)(6) will 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.

3.04 Treatment of Claims and Interests. Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 - Priority Claims	Unimpaired	Creditors in this Class will be paid in full on the effective date of the Plan - there are no known creditors in this Class
Class 2 - Secured Claim Nationwide Life Ins Co.	Impaired	The Creditor will retain its security interest in the real property. The Debtor will cure any pre-petition arrearages upon the effective date of the Plan. The note will be modified to extend the maturity date from March 1, 2014 to March 1, 2016. The note will accrue interest at 5.5% [the non-default rate in the note]. Monthly P&I payments will \$20,187.71. Any provisions in the note requiring capital or reserve accounts will no longer apply to the note.
Class 3 - General Unsecured Claims	Impaired	The Debtor will pay this claim in full, in eight equal quarterly payments, over 2 years from the effective date of the Plan without interest.
Class 4 - Equity Security Holders	Impaired	These creditors will retain their equity interests in the Debtor but will receive no distribution until all creditors are paid under the Plan.

ARTICLE IV

ALLOWANCE AND DISALLOWANCE OF CLAIMS

4.01 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.

4.02 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.

6 ARTICLE V

8 **5.01 Assumed Executory Contracts and Unexpired Leases.**

16 **5.01(b)** The Debtor will be conclusively deemed to have rejected all executory
17 contracts and/or unexpired leases not expressly assumed under section 5.01(a) above, or before the
18 date of the date of the entry of the order confirming this Plan. A proof of a claim arising from the
19 rejection of an executory contract or unexpired lease under this section must be filed no later than
20 sixty (60) days after the date of the order confirming this Plan.

22 **MEANS TO FUND THE PLAN**

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1 Nationwide's secured note [*ie.*, March 15, 2016], the Debtor will either obtain a new loan to pay off
2 Nationwide, negotiate a further extension or other mutual agreement with Nationwide, or liquidate
3 the real property and pay Nationwide.

4 **6.02 Disbursing Agent.** The Debtor's general partner, Northview Business Center, Inc.,
5 will continue as the general partner of the Debtor and will serve as the disbursing agent for purposes
6 of consummating the Plan.

7 **ARTICLE VII**

8 **GENERAL PLAN PROVISIONS**

9 **7.01 Definitions and Rules of Construction.** The definitions and rules of construction set
10 forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are
11 used in this Plan, and they are supplemented by the following definitions:

12 **7.02 Effective Date of Plan.** The effective date of this Plan is the fourteenth business day
13 following the date of the entry of the order of confirmation. But if a stay of the confirmation order is
14 in effect on that date, the effective date will be the first business day after that date on which no stay
15 of the confirmation order is in effect, provided the confirmation order has not been vacated.

16 **7.03 Severability.** If any provision in this Plan is determined to be unenforceable, the
17 determination will in no way limit or affect the enforceability and operative effect of any other
18 provision of this Plan.

19 **7.04 Binding Effect.** The rights and obligations of any entity named or referred to in this
20 Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

21 **7.05 Captions.** The headings contained in this Plan are for convenience of reference only
22 and do not affect the meaning or interpretation of this Plan.

23 **7.06 Controlling Effect.** Unless a rule of law or procedure is supplied by federal law
24 (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of
25 California shall govern this Plan and any agreements, documents, and instruments executed in
26 connection with this Plan, except as otherwise provided in this Plan.

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7.07(a) Pre-confirmation: The Debtor may propose any number of amendments or modifications to this Plan or rescind it in its entirety (with or without the substitution of a new Plan) at any time prior to confirmation of the Plan, without leave of the Court.

7.08 Acceleration of the Plan. To the extent that the Debtor finds it desirable to accelerate performance of the Plan, the Debtor may do so without further approval of the Court. The Debtor may prepay, in whole or in part, the claims in any class as long as such prepayment does not violate the terms of the Plan or the absolute priority provisions of the Code. Acceleration of the Plan shall not increase the dividend to any class of creditors. Except as otherwise provided in the Plan, any prepayment shall be made pro rata among the claims of such class. Provided, however, that nothing in the Plan shall prevent or impede the right of the Debtor, without court order, to prepay in whole or in part, any administrative expense.

7.09 Controlling Documents. The provisions, terms and conditions of this Plan are controlling. In the event of a conflict or ambiguity between the provisions of this Plan and the Debtor's Disclosure Statement, the terms and conditions of this Plan shall control.

POST-CONFIRMATION POWERS OF THE DEBTOR

8.1.1 The power to employ, retain, or replace professional persons representing the Debtor;

8.1.2 The power to sell or otherwise dispose of tangible and intangible assets;

EFFECT OF CONFIRMATION

9.03 Plan terms binding upon the Creditors. Confirmation of this Plan shall bind any entity acquiring property under the Plan, and any creditor, equity interest holder, whether or not the claim or interest of such creditor or equity security holder is impaired under the Plan, and whether or not such creditor or equity security holder has accepted the Plan.

By: /s/ Elliott Woolley
ELLIOTT WOOLLEY, President
Northview Business Center
General Partner of the Debtor