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7					
8	UNITED STATES BA	NKRUPTCY	COURT		
9	Southern District of California				
10					
11	In re:	CASE N	O. 12-16157-LA11		
12	RANCHO CALIFORNIA CENTER LP		R-IN-POSSESSION'S PLAN OF ANIZATION		
13	dba NORTH VIEW BUSINESS CENTER,	KEUKUA	ANIZATION		
14	Debtor-in-possession.				
15					
16	The Debtor-in-Possession submits the following plan of reorganization:				
17	ARTICLE I				
18	INTRODUCTION				
19	This Plan of Reorganization (the "Plan") ur	der chapter 1	1 of the Bankruptcy Code (the		
20	"Code") proposes to pay creditors of Rancho Califo	ornia Center, I	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		

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

All creditors and equity security holders should refer to Articles II through V 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 will be
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 INTEREST**

2.01 Class 1. This class consists of all allowed claims entitled to priority under Section
 507 of the Code (except administrative expense claims under Section 507(a)(2) and priority tax
 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.

# **ARTICLE III**

### TREATMENT OF CLAIMS AND INTERESTS

3.01 <u>Administrative Expense Claims.</u> Each holder of an administrative expense claim
allowed within the definition of Section 503 of the Code will be paid in full on the effective date of
this Plan [defined below in Article VII of this Plan], in cash, or upon such other terms as may be
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 <u>United States Trustee Fees.</u> 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 <u>Treatment of Claims and Interests.</u> Claims and interests shall be treated as follows

5 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 arrears 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				
ARTICLE IV ALLOWANCE AND DISALLOWANCE OF CLAIMS				
<b>4.01 Disputed Claim.</b> 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.				

1	4.03 <u>Settlement of Disputed Claims.</u> The Debtor will have the power and authority to			
2	settle and compromise a disputed claim subject to court approval and compliance with Rule 9019 of			
3	the Federal Rules of Bankruptcy Procedure.			
4	<b>4.04</b> <u><b>Re-examination of claims.</b></u> Nothing in this Plan is intended to, nor shall it later be			
5	deemed to, waive or otherwise limit the Debtor's right to object to or re-examine any claim.			
6	ARTICLE V			
7	EXECUTORY CONTRACTS AND UNEXPIRED LEASES			
8	5.01 Assumed Executory Contracts and Unexpired Leases.			
9	<b>5.01(a)</b> The Debtor assumes the following executory contracts and/or unexpired			
10	leases effective upon the date of the entry of the order confirming this Plan:			
11	1. The property management agreement with the Payne Woolley Company, subject to the			
12	provisions in this Plan for curing the arrears [Class 2 debt] owed under the contract.			
13	2. The commercial leasing agent agreement between the Debtor and Cushman & Wakefield.			
14	3. The lease between the Debtor, as lessor, and Allied Swiss Screw Products, LLC, as lessee			
15	for the premises at 4665 North Avenue, Oceanside, CA 92056.			
16	<b>5.01(b)</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.			
21	ARTICLE VI			
22	MEANS TO FUND THE PLAN			
23	6.01 <u>Funding of the Plan.</u> The Debtor is in the ninth year of a 10-year commercial lease for			
24	approximately 63,964 of the total 92,017 sq feet of the building owned by the Debtor. The leasing			
25	agent will continue to market the property to lease the remaining portion of the building premises.			
26	The rent and CAM fees paid by the current tenant are sufficient to enable the Debtor to service			
27	Nationwide's note during the life of the Plan as well as pay the quarterly payments to the unsecured			
28	creditors as called for under the Plan. On or before the new maturity date called for in this Plan on			

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

6.02 <u>Disbursing Agent.</u> The Debtor's general partner, Northview Business Center, Inc.,
will continue as the general partner of the Debtor and will serve as the disbursing agent for purposes
of consummating the Plan.

# **ARTICLE VII**

# **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:

7.02 Effective Date of Plan. The effective date of this Plan is the fourteenth 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 the confirmation order has not been vacated.

7.03 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.

19 7.04 <u>Binding Effect.</u> 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 <u>Captions.</u> The headings contained in this Plan are for convenience of reference only
22 and do not affect the meaning or interpretation of this Plan.

7.06 <u>Controlling Effect.</u> 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
California shall govern this Plan and any agreements, documents, and instruments executed in
connection with this Plan, except as otherwise provided in this Plan.

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### 7.07 Plan Modification.

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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
replacement Plan) at any time prior to confirmation of the Plan, without leave of the Court.

7.07(b) Post-confirmation: After confirmation of the Plan, the Debtor may, with
approval of the Court, and so long as it does not materially adversely affect the interests of creditors,
remedy any defect or omission or reconcile any inconsistencies within the Plan or in the order of
confirmation, in such manner as may be necessary to carry out the purpose and effect of the Plan.
Additionally, the Debtor expressly reserves the right to modify the Plan after its confirmation to the
fullest extent provided or permitted by the provisions of Section 1127 (b) of the Code.

11 7.08 Acceleration of the Plan. To the extent that the Debtor finds it desirable to accelerate 12 performance of the Plan, the Debtor may do so without further approval of the Court. The Debtor 13 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 14 15 not increase the dividend to any class of creditors. Except as otherwise provided in the Plan, any 16 partial payment shall be made pro rata among the claims of such class. Provided, however, that 17 nothing in the Plan shall prevent or impede the right of the Debtor, without court order, to prepay in 18 whole or in part, any administrative expense.

7.09 <u>Controlling Documents.</u> 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.

#### **ARTICLE VIII**

### **POST-CONFIRMATION POWERS OF THE DEBTOR**

8.01 Without limiting the generally powers granted to the Debtor elsewhere in this Plan or
by the Code, on and after the confirmation of the Plan the debtor's post-confirmation powers shall
include:

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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;

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1	<b>813</b> The newer to enter into and perform contracts and/or horrow money to the fullest			
1 2	<b>8.1.3</b> The power to enter into and perform contracts and/or borrow money to the fullest			
2	extent permitted by applicable law;			
4	<b>8.1.4</b> The power to settle, resolve, compromise and/or release claims made by or against the Debtor to the fullest extent permitted by applicable law;			
+ 5	<b>8.1.5</b> The power to initiate, defend, appear in and/or prosecute litigation of any kind or			
6	character to the fullest extent permitted by law as if this case had not been commenced;			
7	<ul><li>8.1.6 Such other powers as may be vested in the Debtor pursuant to any provision of the Plan</li></ul>			
8	or as may be necessary and proper to carry out the provisions and intent of the Plan.			
9	ARTICLE IX			
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11	<b>9.01 Discharge.</b> On the confirmation date of this Plan, the debtor will be discharged from			
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12	the extent specified in  1141(d)(1)(A) of the Code. The Debtor will not be discharged of any debt			
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15	<b>9.02</b> <u>Revesting of property.</u> On the confirmation date of this Plan, all property of the			
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17	<b>9.03</b> <u>Plan terms binding upon the Creditors.</u> Confirmation of this Plan shall bind any			
18	entity acquiring property under the Plan, and any creditor, equity interest holder, whether or not the			
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20	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.			
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23				
24	Dated: March 11, 2013 By: /s/ Elliott Woolley			
25	ELLIOTT WOOLLEY, President Northview Business Center			
26	General Partner of the Debtor			
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28				
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