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 9 UNITED STATES BANKRUPTCY COURT
 10 FOR THE DISTRICT OF OREGON
 11 PORTLAND DIVISION

12 In re: 13 REMINGTON RANCH, LLC, 14 Debtor. 15 16	Case No. 10- 30406-elp11 DEBTOR’S MOTION FOR INTERIM AND FINAL ORDERS TO SECURE POST- PETITION FINANCING EXPEDITED HEARING REQUESTED
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17 Remington Ranch, LLC, Debtor and Debtor-in-Possession in this Chapter 12 case
 18 (collectively “Debtor”), hereby applies for an interim order and a final order, pursuant to
 19 Sections 105 and 364 of Title 11 of the United States Code, and Rule 4001 of the Federal Rules
 20 of Bankruptcy Procedure, authorizing Debtor to enter into a Post Petition Loan Agreement with
 21 James Pippin (“Lender”) in the form attached as Exhibit 1. Debtor also respectfully requests an
 22 order: (a) granting an administrative expense status to Lender; and (b) scheduling interim and
 23 final hearings pursuant to Bankruptcy Rule 4001 with respect to this Motion.

24 In Support of this Motion, Debtor states as follows:

25 **JURISDICTION**

26 1. On January 21, 2010, (the “Petition Date”), Debtor filed a voluntary petition for

1 relief under Chapter 11 of Title 11 of the United States Bankruptcy Code.

2 2. Debtor is an Oregon limited liability company that owns 2,030 acres of zoned
3 designation resort land in Powell Butte, Oregon, which presently includes a fully completed sales
4 center and a partially constructed golf course, including the supporting infrastructure.

5 3. Debtor is in possession of its property and is continuing to operate and manage
6 the completion of its business as a debtor-in-possession pursuant to Section 1107 and 1108 of
7 Title 11 of the United States Code.

8 4. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and
9 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core
10 proceeding pursuant to 28 U.S.C. 157(b)(2).

11
12 **BACKGROUND**

13 5. Lender is willing to provide \$45,000 as post-petition financing subject to certain
14 terms and conditions for the purpose of securing repayment of the post-petition financing. A
15 Budget for use of the funds is attached as Exhibit 2.

16 **RELIEF REQUESTED**

- 17 6. By this Motion, Debtor seeks an Interim and Final Order:
- 18 a. Pursuant to 11 U.S.C. 364 (c)(1) and (c)(2), authorizing Debtor to enter into the
 - 19 Post Petition Loan Agreement attached as Exhibit 2 with Lender to obtain post-
 - 20 petition financing in the amount of \$45,000 for the purpose of paying limited
 - 21 operating expenses pending the approval of its plan of reorganization.
 - 22 b. Authorizing Debtor to spend funds from the post petition financing as provided in
 - 23 the budget attached as Exhibit 2.
 - 24 c. Scheduling a final hearing on this Motion pursuant to Bankruptcy Rule 4001.

25 **BASIS AND JUSTIFICATION FOR RELIEF**

- 26 7. Debtor has an immediate need to obtain post-petition financing to pay operating

1 expenses to preserve the value of business for the benefit of the estate and creditors. Without
2 immediate access to the post-petition financing, Debtor will not be able to pay for basic services,
3 including electricity and security, thereby impairing the value of the business.

4 **POST-PETITION FINANCING TERMS AND CONDITIONS**

5 8. Lender has agreed to make post-petition advances up to the amount of \$45,000 to
6 Debtor with interest thereon at the rate of six (6%) percent per annum until paid.

7 9. All post-petition financing from Lender shall be:

8 a. Given an administrative expense status, subordinate only to U.S. Trustee fees and
9 professional fees.

10 10. Due to current economic conditions prevailing in Oregon and throughout the
11 Western United States, the financial condition of the financial institution which provided
12 Debtor's pre-petition financing, and Debtor's own financial situation, Debtor is unable to obtain
13 post-petition financing on an unsecured basis or on a secured basis on terms and conditions more
14 favorable than those offered by the Lender. The terms and conditions of the Post Petition Loan
15 Agreement between Lender and Debtor are fair and reasonable in the current market based
16 considering Debtor's financial circumstances.

17 11. Good cause exists for approval of the Post Petition Loan Agreement on the terms
18 and conditions described above and for the entry of an Interim Order. Entry of an Interim Order
19 will permit Debtor to continue operating, preserve its going-concern-value, and increase the
20 probability of a successful reorganization.

21 12. This Motion does not seek approval for any of the provisions in LBF 541.7.

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1 WHEREFORE, Debtor respectfully requests entry of an interim and final order granting
2 the relief described above, and such other relief as the Court may deem proper.

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4 DATED this 25th day of January, 2010.

5 Respectfully submitted,

6 CABLE HUSTON BENEDICT
7 HAAGENSEN & LLOYD LLP

8 /s/ Chad M. Stokes

9 J. Stephen Werts, OSB No. 74337
10 Chad M. Stokes, OSB No. 004007
11 Of Attorneys for Debtor

EXHIBIT 1

PROMISSORY NOTE FOR POST PETITION FINANCING

\$45,000.00
January ____, 2010

Portland, Oregon

RECITALS

A. WHEREAS Remington Ranch, LLC (“Debtor”) is an Oregon limited liability company that owns 2030 acres in Powell Butte, Oregon of zoned designation resort land, which presently includes a fully completed sales center and a partially constructed golf course, including the supporting infrastructure.

B. WHEREAS On January 21, 2010, (the “Petition Date”), Debtor filed a voluntary petition for relief order Chapter 11 of Title 11 of the United States Bankruptcy Code.

C. WHEREAS Jim Pippin (“Lender”) is willing to provide \$45,000 in Post-Petition financing to pay ongoing operating expenses on certain terms and conditions.

AGREEMENT

For value received, the undersigned promises to pay to the order of Jim Pippin the principal sum of FORTY FIVE THOUSAND NO/100 DOLLARS \$70,000 together with interest thereon at the rate of 6% per annum from the date of this Promissory Note (this “Note”) through the date when this note is fully paid.

Lender is granted an administrative expense subordinate to the US Trustee fees and professional fees.

REMINGTON RANCH LLC

By: _____
Name: _____
Its: _____

EXHIBIT 2

REMINGTON RANCH

2010 Chapter 11 Budget

January 22, 2010

		<u>Feb.</u>		<u>Mar.</u>		<u>Apr.</u>		<u>May</u>		<u>TOTAL</u>
Security	\$	2,400	\$	2,400	\$	2,400	\$	2,400	\$	9,600
Phones	\$	650	\$	650	\$	650	\$	650	\$	2,600
Power	\$	1,000	\$	1,000	\$	1,000	\$	1,000	\$	4,000
Ad. Protection pmt.	\$	850							\$	850
Internet	\$	60	\$	60	\$	60	\$	60	\$	240
Auto Insurance	\$	200	\$	200	\$	200	\$	200	\$	800
GL Insurance	\$	625	\$	625	\$	625	\$	625	\$	2,500
Postage & Supplies	\$	200	\$	200	\$	200	\$	200	\$	800
Fuel	\$	150	\$	150	\$	150	\$	150	\$	600
Bookkeeping	\$	4,200	\$	300	\$	300	\$	300	\$	5,100
Golf Maintenance	\$	-	\$	2,500	\$	3,500	\$	4,500	\$	10,500
Maintenance Supplies	\$	-	\$	-	\$	200	\$	400	\$	600
Workers Comp	\$	-	\$	450	\$	630	\$	810	\$	1,890
TOTAL	\$	10,335	\$	8,535	\$	9,915	\$	11,295	\$	40,080

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **DEBTOR'S MOTION FOR INTERIM AND FINAL ORDERS TO SECURE POST-PETITION FINANCING** on:

U.S. Trustee, Portland
E-Mail:
USTPRegion18.PL.ECF@usdoj.gov

Shannon Martinez
E-mail: smartinez@sglaw.com

Martin Hansen
E-mail: meh@francishansen.com

by **CM/ECF NOTICE OF ELECTRONIC FILING**, a full, true and correct copy thereof to the party by the e-mail address shown above, on the date set forth below;

DATED January 25, 2010.

/s/ Chad M. Stokes
J. Stephen Werts, OSB No. 74337
Chad M. Stokes, OSB No. 004007
Of Attorneys for Debtor