

B25A (Official Form 25A) (12/11)

**United States Bankruptcy Court**  
**District of Nevada**

In re RL ENTERPRISES

Debtor(s)

Case No. 17-10271Chapter 11

**RL ENTERPRISES' AMENDED PLAN OF REORGANIZATION**

**ARTICLE I**  
**SUMMARY**

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of **RL ENTERPRISES** (the "Debtor") from the continuing operations of the business.

This Plan provides for 31 classes of secured claims; 1 class of unsecured claims; and 1 class of equity security holders. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately 0 cents on the dollar. This Plan also provides for the payment of administrative claims for Debtor's attorney fees with payment in full on the effective date of the Plan after court approval pursuant to §327, §328 and §330 or according to court order if such fees have not been approved by the Court of 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**

**Priority Tax claims:** Priority tax claims are unsecured income, employment and other taxes described by §507(a)(8) of the Code. Debtor's plan lists treatment for the tax claim of

- a. The Priority claim for CORP-INC Taxes owed to the Department of the Treasury, Internal Revenue Service

**Classification of Claims**

- 2.01 Class 1. The claim of Kern County Treasurer Tax Collector for 215 Warren Ave., Bakersfield, CA 93308, to the extent allowed as a secured claim under § 506 of the bankruptcy Code.
- 2.02 Class 2. The claim of Mission Financial Services Corporation for 215 Warren Ave., Bakersfield, CA 93308, to the extent allowed as a secured claim under § 506 of the Code.
- 2.03 Class 3. The claim of Weiner Family Revocable Trust for 215 Warren Ave., Bakersfield, CA 93308, to the extent allowed as a secured claim under § 506 of the Code.
- 2.04 Class 4. The claim of Deutsche Bank National Trust Company, as trustee BCAP TRUST LLC 2007-AA1 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2007-AA1 for 1111 Forest Trail Unit 1404, Mammoth Lakes, CA 93546, to the extent allowed as a secured claim under § 506 of the Code.
- 2.05 Class 5. The claim of Village at Mammoth Phase I Owners Association for 1111 Forest Trail Unit 1404, Mammoth Lakes, CA 93546, to the extent allowed as a secured claim under § 506 of the Code.

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- 2.06 Class 6. The claim of The Village at Mammoth Community Association for 1111 Forest Trail Unit 1404, Mammoth Lakes, CA 93546, to the extent allowed as a secured claim under § 506 of the Code.
- 2.07 Class 7. The claim of Roof Trust for 12582 Josephine St., Garden Grove, CA 92841, to the extent allowed as a secured claim under § 506 of the Code.
- 2.08 Class 8. The claim of Michael S. Young Trust for 12582 Josephine St., Garden Grove, CA 92841, to the extent allowed as a secured claim under § 506 of the Code.
- 2.09 Class 9. The claim of Yorkshire Townhomes Homeowner's Association for 12582 Josephine St., Garden Grove, CA 92841, to the extent allowed as a secured claim under § 506 of the Code.
- 2.10 Class 10. The claim of Roof Trust for 492 South 1st St., Yuma, AZ 85364, to the extent allowed as a secured claim under § 506 of the Code.
- 2.11 Class 11. The claim of Michael S. Young Trust for 492 South 1st St., Yuma, AZ 85364, to the extent allowed as a secured claim under § 506 of the Code.
- 2.12 Class 12. The claim of Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2005-HE6, Mortgage Pass-Through Certificates, Series 2005-HE6 for 2630 E. Omaha Ave., Fresno, CA 93720, to the extent allowed as a secured claim under § 506 of the Code.
- 2.13 Class 13. The claim of U.S. Bank National Association, as Trustee for MASTR Asset Backed Securities Trust 2005-HE2, Mortgage Pass-Through Certificates, Series 2005-HE2 for 1120 N. 3rd Street, Lompoc, CA 93436, to the extent allowed as a secured claim under § 506 of the Code.
- 2.14 Class 14. The claim of U.S. Bank National Association, as Trustee for Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass-Through Certificates, Series 2005-KS10 for 1116 N. 3rd St., Lompoc, CA 93436, to the extent allowed as a secured claim under § 506 of the Code.
- 2.15 Class 15. The claim of Casalero Corporation as the second position lienholder of three (3) properties (2630 E. Omaha, 1120 N. 3rd St. and 1116 N. 3rd St.), to the extent allowed as a secured claim under § 506 of the Code.
- 2.16 Class 16. The claim of Roof Trust for 700 Paularino Ave., Costa Mesa, CA 92626, to the extent allowed as a secured claim under § 506 of the Code.
- 2.17 Class 17. The claim of Michael S. Young Trust for 700 Paularino Ave., Costa Mesa, CA 92626, to the extent allowed as a secured claim under § 506 of the Code.
- 2.18 Class 18. The claim of Glen R. Nelson Trust for 700 Paularino Ave., Costa Mesa, CA 92626, to the extent allowed as a secured claim under § 506 of the Code.
- 2.19 Class 19. The claim of Roof Trust for 205 Princeton Pl., Lompoc, CA 93720, to the extent allowed as a secured claim under § 506 of the Code.
- 2.20 Class 20. The claim of Orange County Treasurer Tax Collector for 2015 - 2016 property taxes for 3067 Yellowstone Dr., Costa Mesa, CA 92626, to the extent allowed as a secured claim under § 506 of the Code.
- 2.21 Class 21. The claim of Foothill Financial, L.P. for 3067 Yellowstone Dr., Costa Mesa, CA 92626, to the extent allowed as a secured claim under § 506 of the Code.

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- 2.22 Class 22. The claim of Michael S. Young Trust for 3067 Yellowstone Dr., Costa Mesa, CA 92626 and 6501 Brad, Huntington Beach, CA 92642,, to the extent allowed as a secured claim under § 506 of the Code.
- 2.23 Class 23. The claim of Robert Tasedan for 3067 Yellowstone Dr., Costa Mesa, CA 92626, to the extent allowed as a secured claim under § 506 of the Code.
- 2.24 Class 24. The claim of HSBC Bank USA, National Association as Trustee for Deutsche Alt-A Securities, Inc. Mortgage Loan Trust, Series 2006-AR6, Mortgage Pass-Through Certificates for 770 Paularino Ave., Costa Mesa, CA 92626, to the extent allowed as a secured claim under § 506 of the Code.
- 2.25 Class 25. The claim of Michael S. Young Trust for 770 Paularino Ave., Costa Mesa, CA 92626, to the extent allowed as a secured claim under § 506 of the Code.
- 2.26 Class 26. The claim of Glen R. Nelson Trust for 770 Paularino Ave., Costa Mesa, CA 92626, to the extent allowed as a secured claim under § 506 of the Code.
- 2.27 Class 27. The claim of Bank of New York Mellon FKA The Bank of New York As Trustee For The Certificate Holders of The CWALT, INC. Alternative Loan Trust 2007-OA3 Mortgage Pass-Through Certificates, Series 2007-OA3 for 778 Paularino Ave., Costa Mesa, CA 92626, to the extent allowed as a secured claim under § 506 of the Code.
- 2.28 Class 28. The claim of Countrywide Bank, N.A. for 778 Paularino Ave., Costa Mesa, CA 92626, to the extent allowed as a secured claim under § 506 of the Code.
- 2.29 Class 29. The claim of Michael S. Young Trust for 778 Paularino Ave., Costa Mesa, CA 92626, to the extent allowed as a secured claim under § 506 of the Code.
- 2.30 Class 30. The claim of Deutsche Bank National Trust Company, solely as Trustee for HarborView Mortgage Loan Trust Mortgage loan Pass-Through Certificates, Series 2006-14 for 6501 Brad Dr., Huntington Beach, CA 92805, to the extent allowed as a secured claim under § 506 of the Code.
- 2.31 Class 31. The claim of Mission Financial Services for the 2002 Ducati ST4S, to the extent allowed as a secured claim under § 506 of the Code.
- 2.32 Class 32. All unsecured claims allowed under § 502 of the Code.
- 2.33 Class 33. Equity interests of the Debtor.

**ARTICLE III**  
**TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,**  
**U.S. TRUSTEES 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 as described in the following table, in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

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3.03 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.

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Professional Fees, as approved by the Court.	<b>\$23,000 (estimated)</b>	Paid in approximately 48 monthly payments of approximately \$479.17 per month beginning on the Effective date of the Plan, and only after court approval pursuant to §327, §328 and §330 or according to court order if such fees have not been approved by the Court on the effective date of the Plan.
Clerk's Office Fees	<b>\$0</b>	Paid in full on the effective date of the Plan
Other administrative expenses	<b>\$0</b>	Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	<b>\$0</b>	Paid in full on the effective date of the Plan

3.04 Priority Tax Claims. Each holder of a priority tax claim will be paid in a manner consistent with § 1129(a)(9)(C) of the Code. See below.

<u>Description (name and type of tax)</u>	<u>Estimated Amount Owed</u>	<u>Treatment</u>
Priority Claim for CORP-INC Taxes owed to the Department of the Treasury- Internal Revenue Service	\$200.00	The priority claim of \$200.00 shall be paid in full on the effective date of the Plan

**ARTICLE IV**  
**TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN**

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

<u>Class</u>	<u>Description</u>	<u>Insider</u>	<u>Impairment</u>	<u>Treatment</u>
#1	Secure claim of: Kern County Treasurer Tax Collector  Collateral Description: 215 Warren Ave., Bakersfield, CA 93308  Principal Owed: \$2,029.61	No	Yes	The secured claim of \$2,029.61 shall be paid in approximately 48 monthly payments of \$44.03 at a 2% interest starting on the first day of the Effective Date of the Plan until the \$2,029.61 claim is paid in full.
#2	Secure claim of:	No	Yes	This plan incorporates by reference the stipulation

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	<p>Mission Financial Services Corporation</p> <p>Collateral Description: 215 Warren Ave., Bakersfield, CA 93308</p> <p>Principal Owed: \$175,841.19</p> <p>Value of Property : \$122,000.00 (appraised 09/2017)</p> <p>Stipulated Principal Balance: \$145,000.00</p>			<p>agreement entered into on 11/08/2017 (Docket No. 173) and the accompanying order (Docket No. 174). Such stipulation agreement effectuates a new restructured note ("New Note") with an original principal balance of \$145,000.00, with payments on a 30 year amortization schedule at an interest rate of 5.00% per annum. Monthly payments of \$778.39 shall commence December 1, 2017.</p> <p>Debtor shall provide for ongoing property tax and insurance payments.</p> <p>The New Note shall have a 36-month term with a balloon payment due at the end of the 36-month term. If payments are rendered in a timely manner from the time that payment commenced, a onetime 12-month extension shall be granted, after which the balloon payment of the remaining balance of the New Note shall be made on the 49th month.</p>
#3	<p><i>Secure claim of:</i> Weiner Family Revocable Trust</p> <p>Collateral Description: 215 Warren Ave., Bakersfield, CA 93308</p> <p>Principal Owed: \$60,000.00</p> <p>Allowed Secured Amount pursuant to §506(a): \$0.00</p>	No	Yes	<p>Pursuant to Zimmer v. PSB Lending Corp. (<i>In re Zimmer</i>), 313 F.3d 1220 (9th Cir. 2002), and 11 U.S.C. §§ 506(a) and 506(d), and the order entered into court docket on 11/21/17 (Docket No. 182) Weiner Family Revocable Trust's claim of \$60,000.00 under the second position lien is wholly unsecured and shall be reclassified as a general unsecured claim to be treated pro rata with similarly classified creditors.</p> <p>Further, the lien of Weiner Trust shall be stripped of its secured rights relating to the lien under state law, since no maintainable security interest in the subject property exists.</p>
#4	<p><i>Secure claim of:</i> Deutsche Bank National Trust Company, as trustee BCAP TRUST LLC 2007-AA1 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2007-AA1</p> <p>Collateral Description: 1111 Forest Trail Unit 1404, Mammoth Lakes, CA 93546</p> <p>Principal Owed: \$997,428.38 &amp; \$5,517.46 (post petition escrow advances)</p>	No	Yes	<p>Debtor shall tender monthly payments of \$2,804.17 beginning on the effective date of the plan, based on a §506(a) valuation and stipulation entered into court docket 01/16/2018 (Docket No. 203) valuing property at \$475,000.00. The total claim consists of the allowed claim of \$475,000.00 combined with/ absorbing the post petition escrow advances of \$5,517.46 for a total Allowed Claim of \$480,517.46. The claim shall be amortized over 30 years at an interest rate of 5.75% per annum.</p> <p>The payment amount of \$2,804.17 represents principal, interest and post petition escrow advances only, but does not include ongoing taxes and insurance. The method and manner of payment towards taxes and insurance will not change by virtue of this plan, and Debtor will resume making additional payment towards escrow and continue to pay regular taxes and insurance payments into escrow in accordance with the existing relevant terms of the loan agreement.</p>

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	Value of Property : \$475,000.00  Allowed Secured Amount pursuant to §506(a): \$480,517.46			The unsecured portion of this claim shall be reclassified as a general unsecured claim to receive pro rata disbursements with other general unsecured creditors.
#5	<i>Secure claim of:</i> Village at Mammoth Phase I Owners Association  Collateral Description: 1111 Forest Trail Unit 1404, Mammoth Lakes, CA 93546	No	No	This claim is unimpaired. Debtor shall continue payment in accordance with the existing terms.
#6	<i>Secure claim of:</i> The Village at Mammoth Community Association  Collateral Description: 1111 Forest Trail Unit 1404, Mammoth Lakes, CA 93546	No	No	This claim is unimpaired. Debtor shall continue payment in accordance with the existing terms.
#7	<i>Secure claim of:</i> Roof Trust  Collateral Description: 12582 Josephine St., Garden Grove, CA 92841  Principal Owed: \$421,715.36  Value of Property : \$365,000.00 (appraised 05/2017)  Stipulated Principal Balance: \$395,000.00	No	Yes	This plan incorporates by reference the stipulation agreement entered into on 09/12/2017 (Docket No. 136) and the accompanying order (Docket No. 140). Such stipulation agreement effectuates a new restructured note ("New Note") with an original principal balance of \$395,000.00, with payments on a 30 year amortization schedule at an interest rate of 5.00% per annum. Monthly payments of \$2,120.45 commenced October 1, 2017.  Debtor shall provide for ongoing property tax and insurance payments.  The New Note shall have a 36-month term with a balloon payment due at the end of the 36-month term. If payments are rendered in a timely manner from the time that payment commenced, a onetime 12-month extension shall be granted, after which the balloon payment of the remaining balance of the New Note shall be made on the 49th month.
#8	<i>Secure claim of:</i> Michael S. Young Trust  Collateral Description: 12582 Josephine St., Garden Grove, CA 92841  Principal Owed:	No	Yes	Pursuant to Zimmer v. PSB Lending Corp. ( <i>In re Zimmer</i> ), 313 F.3d 1220 (9th Cir. 2002), and 11 U.S.C. §§ 506(a) and 506(d), Michael S. Young Trust's claim of \$115,000.00 under the second position lien is wholly unsecured and shall be reclassified as a general unsecured claim to be treated pro rata with similarly classified creditors.



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	<p>\$115,000.00</p> <p>Allowed Secured Amount pursuant to §506(a): \$0.00</p>			<p>Further, the lien of Michael S. Young Trust shall be stripped of its secured rights relating to the lien under state law, since no maintainable security interest in the subject property exists.</p>
#9	<p><i>Secure claim of:</i> Yorkshire Townhomes Homeowner's Association</p> <p>Collateral Description: 12582 Josephine St., Garden Grove, CA 92841</p> <p>Amount of Secured Claim: \$17,954.10</p>	No	Yes	<p>The allowed secured claim of \$17,954.10 shall be paid in approximately 48 monthly payments of \$374.04 at 0.00% interest starting on the first day of the Effective Date of the Plan until the claim of \$17,954.10 is paid in full.</p>
#10	<p><i>Secure claim of:</i> Roof Trust</p> <p>Collateral Description: 492 South 1st St., Yuma, AZ 85364</p> <p>Principal Owed: \$423,257.34</p> <p>Allowed Secured Amount pursuant to §506(a): \$225,000.00</p>	No	Yes	<p>This plan incorporates by reference the stipulation agreement entered into on 02/28/2018 (Docket No. 216) and the accompanying order (Docket No. 219). Such stipulation agreement effectuates a new restructured note ("New Note") with an original principal balance of \$225,000.00, with payments on a 30 year amortization schedule at an interest rate of 5.00% per annum. Monthly payments of \$1,208.85 shall commence July 1, 2018.</p> <p>Debtor shall provide for ongoing property tax and insurance payments.</p> <p>The New Note shall have a 36-month term with a balloon payment due at the end of the 36-month term. If payments are rendered in a timely manner from the time that payment commenced, a onetime 12-month extension shall be granted, after which the balloon payment of the remaining balance of the New Note shall be made on the 49th month.</p>
#11	<p><i>Secure claim of:</i> Michael S. Young Trust</p> <p>Collateral Description: 492 South 1st St., Yuma, AZ 85364</p> <p>Principal Owed: \$110,000.00</p> <p>Allowed Secured Amount pursuant to §506(a): \$0.00</p>	No	Yes	<p>Pursuant to Zimmer v. PSB Lending Corp. (<i>In re Zimmer</i>), 313 F.3d 1220 (9th Cir. 2002), and 11 U.S.C. §§ 506(a) and 506(d), Michael S. Young Trust's claim of \$110,000.00 under the second position lien is wholly unsecured and shall be reclassified as a general unsecured claim to be treated pro rata with similarly classified creditors.</p> <p>Further, the lien of Michael S. Young Trust shall be stripped of its secured rights relating to the lien under state law, since no maintainable security interest in the subject property exists.</p>
#12	<i>Secure claim of:</i>	No	Yes	This plan incorporates by reference the lien modification

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	<p>Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2005-HE6, Mortgage Pass-Through Certificates, Series 2005-HE6</p> <p>Collateral Description: 2630 E. Omaha Ave., Fresno, CA 93720</p> <p>New Principal Balance Per Lien Modification Agreement: \$491,387.12</p>			<p>signed on 10/19/2017 and later reinforced by the stipulation agreement entered into on 11/01/2017 (Docket No. 170) and the accompanying order (Docket No. 171). Such stipulation agreement effectuates a modified loan with a New Principal Balance of \$491,387.12.</p> <p>\$109,089.32 of the New Principal Balance shall be deferred and will be treated as a non-interest bearing principal forbearance. Debtor will not pay interest or make monthly payments on the Deferred Principal Balance.</p> <p>Debtor shall tender regular monthly payments of \$1,424.22, commencing October 1, 2017, based on the "Interest Bearing Principal Balance" of \$382,297.80 at 3.250% interest per annum.</p> <p>The payment amount of \$1,424.22 represents principal and interest only. Debtor shall tender monthly payments of \$430.21 for escrow. Escrow payment is subject to change.</p> <p>A final balloon payment of \$269,756.23 shall be due on the Maturity Date of July 1, 2035.</p>
#13	<p><i>Secure claim of:</i> U.S. Bank National Association, as Trustee for MASTR Asset Backed Securities Trust 2005-HE2, Mortgage Pass-Through Certificates, Series 2005-HE2</p> <p>Collateral Description: 1120 N. 3rd Street, Lompoc, CA 93436</p> <p>New Principal Balance Per Lien Modification Agreement: \$188,468.45</p>	No	Yes	<p>This plan incorporates by reference the lien modification signed on 10/01/2017 and later reinforced by the stipulation agreement entered into on 10/26/2017 (Docket No. 166) and the accompanying order (Docket No. 167). Such stipulation agreement effectuates a modified loan with a New Principal Balance of \$188,468.45.</p> <p>Debtor shall tender regular monthly payments of \$727.63, commencing October 1, 2017, based on the New Principal Balance of \$188,468.45 at 3.250% interest per annum.</p> <p>The payment amount of \$727.63 represents principal and interest only. Debtor shall tender monthly payments of \$235.85 for escrow. Escrow payment is subject to change.</p> <p>A final balloon payment of \$124,827.05 shall be due on the Maturity Date of September 1, 2035.</p>
#14	<p><i>Secure claim of:</i> U.S. Bank National Association, as Trustee for Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass-Through Certificates, Series 2005-KS10</p>	No	Yes	<p>Debtor shall tender monthly payments of \$1,117.05 based on the Allowed Secured Claim of \$244,938.93 at the current contractual interest rate of 3.625% over 30 years.</p> <p>The payment amount of \$1,117.05 represents principal and interest only, but does not include taxes and insurance. The method and manner of payment towards taxes and insurance will not change by virtue of this plan, and Debtor will resume making additional payment towards escrow and continue to pay regular taxes and</p>



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	<p>Collateral Description: 1116 N. 3rd St., Lompoc, CA 93436</p> <p>Allowed Secured Amount: \$244,938.93</p>			insurance payments into escrow in accordance with the existing relevant terms of the loan agreement.
#15	<p><i>Secure claim of:</i> Casalero Corporation</p> <p>Collateral Description:</p> <p>2630 E. Omaha Ave., Fresno, CA 93720.</p> <p>1120 N. 3rd Street, Lompoc, CA 93436</p> <p>1116 N. 3rd St., Lompoc, CA 93436</p> <p>Principal Owed: \$194,002.92</p> <p>Allowed Secured Amount pursuant to §506(a): \$129,335.28</p>	No	Yes	<p>Debtor shall tender monthly payments of \$694.30 beginning on the effective date of the plan, based on a §506(a) valuation of \$129,335.28 at 5.00% interest per annum over 30 years.</p> <p>The unsecured portion of this claim shall be reclassified as a general unsecured claim to receive pro rata disbursements with other general unsecured creditors.</p> <p>Further, with regard solely to the lien on 2630 E. Omaha Ave., Fresno, CA 93720, Casalero Corporation shall be stripped of its secured rights relating to the lien under state law, since no maintainable security interest in the subject property exists.</p>
#16	<p><i>Secure claim of:</i> Roof Trust</p> <p>Collateral Description: 700 Paularino Ave., Costa Mesa, CA 92626</p> <p>Allowed Secured Amount: \$521,919.32</p>	No	Yes	<p>This plan incorporates by reference the stipulation agreement entered into on 01/03/2018 (Docket No. 195) and the accompanying order (Docket No. 196). Such stipulation agreement effectuates a new restructured note ("New Note") with an original principal balance of \$521,919.32, with payments on a 30 year amortization schedule at an interest rate of 5.00% per annum. Monthly payments of \$2,801.78 commenced February 1, 2018.</p> <p>Debtor shall provide for ongoing property tax and insurance payments.</p> <p>The New Note shall have a 36-month term with a balloon payment due at the end of the 36-month term. If payments are rendered in a timely manner from the time that payment commenced, a onetime 12-month extension shall be granted, after which the balloon payment of the remaining balance of the New Note shall be made on the 49th month.</p>
#17	<p><i>Secure claim of:</i> Michael S. Young Trust</p> <p>Collateral Description: 700 Paularino Ave.,</p>	No	Yes	Debtor shall tender monthly payments of \$210.28 beginning on the effective date of the plan, based on a §506(a) valuation of \$38,080.68 at an interest rate of 5.25% per annum over 30 years.

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	Costa Mesa, CA 92626  Principal Owed: \$100,000.00 (50%- See POC #21- Other half of claim addressed in Class 24 Plan Treatment)  Allowed Secured Amount pursuant to §506(a): \$38,080.68			The unsecured portion of this claim shall be reclassified as a general unsecured claim, combined with the general unsecured portion of the Class 24 claim, to receive pro rata disbursements with other general unsecured creditors.
#18	<i>Secure claim of:</i> Glen R. Nelson Trust  Collateral Description: 700 Paularino Ave., Costa Mesa, CA 92626  Principal Owed: \$25,000.00  Allowed Secured Amount pursuant to §506(a): \$0.00	No	Yes	Pursuant to Zimmer v. PSB Lending Corp. ( <i>In re Zimmer</i> ), 313 F.3d 1220 (9th Cir. 2002), and 11 U.S.C. §§ 506(a) and 506(d), Glen R. Nelson Trust's claim of \$25,000.00 under the third position lien is wholly unsecured and shall be reclassified as a general unsecured claim to be treated pro rata with similarly classified creditors.  Further, the lien of Glen R. Nelson Trust shall be stripped of its secured rights relating to the lien under state law, since no maintainable security interest in the subject property exists.
#19	<i>Secure claim of:</i> Roof Trust  Collateral Description: 205 Princeton Pl., Lompoc, CA 93720  Principal Owed: \$583,912.73  Value of Property : \$335,000 (appraised 06/2017)  Stipulated Principal Balance: \$395,000.00	No	Yes	This plan incorporates by reference the stipulation agreement entered into on 09/12/2017 (Docket No. 135) and the accompanying order (Docket No. 139). Such stipulation agreement effectuates a new restructured note ("New Note") with an original principal balance of \$395,000.00, with payments on a 30 year amortization schedule at an interest rate of 5.00% per annum. Monthly payments of \$2,120.45 commenced October 1, 2017.  Debtor shall provide for ongoing property tax and insurance payments.  The New Note shall have a 36-month term with a balloon payment due at the end of the 36-month term. If payments are rendered in a timely manner from the time that payment commenced, a onetime 12-month extension shall be granted, after which the balloon payment of the remaining balance of the New Note shall be made on the 49th month.
#20	<i>Secure claim of:</i> Orange County Treasurer Tax Collector  Collateral Description: 3067 Yellowstone Dr., Costa Mesa, CA 92626	No	Yes	The secured claim of \$17,726.16 shall be paid in approximately 48 monthly payments of \$384.57 at a 2% interest starting on the first day of the Effective Date of the Plan until the \$17,726.16 claim is paid in full.

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	(property taxes 2015 - 2016)  Principal Owed: \$17,726.16			
#21	<p><i>Secure claim of:</i> Foothill Financial, L.P.</p> <p>Collateral Description: 3067 Yellowstone Dr., Costa Mesa, CA 92626</p> <p>Principal Owed: \$672,016.36</p> <p>Value of Property : \$640,000.00</p> <p>Allowed Secured Amount pursuant to §506(a) and stipulation (Docket No. 185): \$640,000.00</p>	No	Yes	<p>Debtor shall tender monthly payments of \$3,633.85 beginning on April 1, 2018, based on a §506(a) valuation and stipulation with Secured Creditor entered into court docket 11/21/2017 (Docket No. 185) and the accompanying order (Docket No. 186) valuing said property at \$640,000.00. The claim shall have an interest rate of 5.50% and be amortized over 30 years, with a balloon payment due on the first day of the 61st month to cure the full remaining portion of the \$640,000.00 claim.</p> <p>The payment amount of \$3,633.85 represents principal and interest only, but does not include taxes and insurance. The method and manner of payment towards taxes and insurance will not change by virtue of this plan, and Debtor will resume making additional payment towards escrow and continue to pay regular taxes and insurance payments into escrow in accordance with the existing relevant terms of the loan agreement.</p> <p>The unsecured portion of this claim shall be reclassified as a general unsecured claim to receive pro rata disbursements with other general unsecured creditors.</p>
#22	<p><i>Secure claim of:</i> Michael S. Young Trust</p> <p>Collateral Description: 3067 Yellowstone Dr., Costa Mesa, CA 92626</p> <p>and</p> <p>6501 Brad, Huntington Beach, CA 92642</p> <p>Principal Owed: \$150,000.00</p> <p>Allowed Secured Amount pursuant to §506(a): \$0.00</p>	No	Yes	<p>Pursuant to Zimmer v. PSB Lending Corp. (<i>In re Zimmer</i>), 313 F.3d 1220 (9th Cir. 2002), and 11 U.S.C. §§ 506(a) and 506(d), and the Order entered into court docket on 11/28/2017 (Docket No. 191), Michael S. Young Trust's claim of \$150,000.00 under the second position lien of both properties (3067 Yellowstone Dr., Costa Mesa, CA 92626 and 6501 Brad, Huntington Beach, CA 92642) is wholly unsecured and shall be reclassified as a general unsecured claim to be treated pro rata with similarly classified creditors.</p> <p>Further, the lien of Michael S. Young Trust shall be stripped of its secured rights relating to the lien on both properties under state law, since no maintainable security interest in the subject property exists.</p>
#23	<i>Secure claim of:</i> Robert Tasedan	No	Yes	Pursuant to Zimmer v. PSB Lending Corp. ( <i>In re Zimmer</i> ), 313 F.3d 1220 (9th Cir. 2002), and 11 U.S.C. §§ 506(a) and 506(d), and the Order entered

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	<p>Collateral Description: 3067 Yellowstone Dr., Costa Mesa, CA 92626</p> <p>Principal Owed: \$25,000.00</p> <p>Allowed Secured Amount pursuant to §506(a): \$0.00</p>			<p>into court docket on 11/28/2017 (Docket No. 191), Robert Tasedan's claim of \$25,000.00 under the third position lien is wholly unsecured and shall be reclassified as a general unsecured claim to be treated pro rata with similarly classified creditors.</p> <p>Further, the lien of Robert Tasedan shall be stripped of its secured rights relating to the lien under state law, since no maintainable security interest in the subject property exists.</p>
#24	<p><i>Secure claim of:</i> HSBC Bank USA, National Association as Trustee for Deutsche Alt-A Securities, Inc. Mortgage Loan Trust, Series 2006-AR6, Mortgage Pass-Through Certificates</p> <p>Collateral Description: 770 Paularino Ave., Costa Mesa, CA 92626</p> <p>Principal Owed: \$880,189.69</p> <p>Value of Property : \$765,000.00 (appraised 04/2017)</p> <p>Allowed Secured Amount pursuant to §506(a): \$765,000.00</p>	No	Yes	<p>Debtor shall tender monthly payments of \$3,435.19 beginning on the effective date of the plan, based on a §506(a) valuation of \$765,000.00 at the current contractual interest rate of 3.50% over 30 years.</p> <p>The payment amount of \$3,435.19 represents principal and interest only, but does not include taxes and insurance. The method and manner of payment towards taxes and insurance will not change by virtue of this plan, and Debtor will resume making additional payment towards escrow and continue to pay regular taxes and insurance payments into escrow in accordance with the existing relevant terms of the loan agreement.</p> <p>The unsecured portion of this claim shall be reclassified as a general unsecured claim to receive pro rata disbursements with other general unsecured creditors.</p>
#25	<p><i>Secure claim of:</i> Michael S. Young Trust</p> <p>Collateral Description: 770 Paularino Ave., Costa Mesa, CA 92626</p> <p>Principal Owed: \$100,000.00 (50%- See POC #21- Other half of claim addressed in Class 17 Plan Treatment)</p> <p>Allowed Secured Amount pursuant to §506(a):</p>	No	Yes	<p>Pursuant to Zimmer v. PSB Lending Corp. (<i>In re Zimmer</i>), 313 F.3d 1220 (9th Cir. 2002), and 11 U.S.C. §§ 506(a) and 506(d), Michael S. Young Trust's claim of \$100,000.00 under the second position lien is wholly unsecured and shall be reclassified as a general unsecured claim, combined with the general unsecured portion of the Class 17 claim, to be treated pro rata with similarly classified creditors.</p> <p>Further, the lien of Michael S. Young Trust shall be stripped of its secured rights relating to the lien under state law, since no maintainable security interest in the subject property exists.</p>

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	\$0.00			
#26	<p><i>Secure claim of:</i> Glen R. Nelson Trust</p> <p>Collateral Description: 770 Paularino Ave., Costa Mesa, CA 92626</p> <p>Principal Owed: \$130,000.00</p> <p>Allowed Secured Amount pursuant to §506(a): \$0.00</p>	No	Yes	<p>Pursuant to Zimmer v. PSB Lending Corp. (<i>In re Zimmer</i>), 313 F.3d 1220 (9th Cir. 2002), and 11 U.S.C. §§ 506(a) and 506(d), Glen R. Nelson Trust's claim of \$130,000.00 under the third position lien is wholly unsecured and shall be reclassified as a general unsecured claim to be treated pro rata with similarly classified creditors.</p> <p>Further, the lien of Glen R. Nelson Trust shall be stripped of its secured rights relating to the lien under state law, since no maintainable security interest in the subject property exists.</p>
#27	<p><i>Secure claim of:</i> Bank of New York Mellon FKA The Bank of New York As Trustee For The Certificate Holders of The CWALT, INC. Alternative Loan Trust 2007-OA3 Mortgage Pass-Through Certificates, Series 2007-OA3</p> <p>Collateral Description: 778 Paularino Ave., Costa Mesa, CA 92626</p> <p>Principal Owed: \$511,000.00</p> <p>Value of Property : \$630,000.00</p> <p>Allowed Secured Amount pursuant to §506(a): \$511,000.00</p>	No	Yes	<p>Debtor shall tender monthly payments of \$1,888.76 beginning on the effective date of the plan, based on the Allowed Secured claim of \$511,000.00 at the current contractual interest rate of 2.00% over 30 years.</p> <p>The payment amount of \$1,888.76 represents principal and interest only, but does not include taxes and insurance. The method and manner of payment towards taxes and insurance will not change by virtue of this plan, and Debtor will resume making additional payment towards escrow and continue to pay regular taxes and insurance payments into escrow in accordance with the existing relevant terms of the loan agreement.</p>
#28	<p><i>Secure claim of:</i> State Farm Bank</p> <p>Collateral Description: 778 Paularino Ave., Costa Mesa, CA 92626</p>	No	Yes	<p>Debtor shall tender monthly payments of \$517.90 beginning on the effective date of the plan, based on a §506(a) valuation of \$119,000.00 at an interest rate of 3.50% over 30 years.</p> <p>The unsecured portion of this claim shall be reclassified as a general unsecured claim to receive pro rata</p>

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	Principal Owed: \$146,000.00  Allowed Secured Amount pursuant to §506(a): \$119,000.00			disbursements with other general unsecured creditors.
#29	Secure claim of: Michael S. Young Trust  Collateral Description: 778 Paularino Ave., Costa Mesa, CA 92626  Principal Owed: \$130,000.00  Allowed Secured Amount pursuant to §506(a): \$0.00	No	Yes	Pursuant to Zimmer v. PSB Lending Corp. ( <i>In re Zimmer</i> ), 313 F.3d 1220 (9th Cir. 2002), and 11 U.S.C. §§ 506(a) and 506(d), Michael S. Young Trust's claim of \$130,000.00 under the third position lien is wholly unsecured and shall be reclassified as a general unsecured claim to be treated pro rata with similarly classified creditors.  Further, the lien of Michael S. Young Trust shall be stripped of its secured rights relating to the lien under state law, since no maintainable security interest in the subject property exists.
#30	Secure claim of: Deutsche Bank National Trust Company, solely as Trustee for HarborView Mortgage Loan Trust Mortgage loan Pass-Through Certificates, Series 2006-14  Collateral Description: 6501 Brad Dr., Huntington Beach, CA 92805  Principal Owed: \$913,910.15  Allowed Secured Amount pursuant to §506(a): \$715,202.00	No	Yes	Debtor shall tender monthly payments of \$2,643.53 beginning on the effective date of the plan, based on a §506(a) valuation of \$765,000.00 at the current contractual interest rate of 2.00% over 30 years.  The payment amount of 2,643.53 represents principal and interest only, but does not include taxes and insurance. The method and manner of payment towards taxes and insurance will not change by virtue of this plan, and Debtor will resume making additional payment towards escrow and continue to pay regular taxes and insurance payments into escrow in accordance with the existing relevant terms of the loan agreement.  The unsecured portion of this claim shall be reclassified as a general unsecured claim to receive pro rata disbursements with other general unsecured creditors.
#31	Secure claim of: Mission Financial Services  Collateral Description: 2002 Ducati ST4S	No	Yes	Debtor shall tender monthly payments of \$162.21 beginning on the effective date of the plan, based on a §506(a) valuation of \$10,000.00 at the interest rate of 5.25% per annum over 6 years (72 months).  The unsecured portion of this claim shall be reclassified as a general unsecured claim to receive pro rata



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	Principal Owed: \$31,435.88  Allowed Secured Amount pursuant to §506(a): \$10,000.00			disbursements with other general unsecured creditors.
#32	General Unsecured Class	No	Yes	General Unsecured Creditors shall receive a total payment to this class of \$0.00, which shall be paid to each general unsecured claim holder on a pro rata basis.
#33	Equity Security Holders of Debtor	No	No	Will maintain equity interest and will pay new value to the estate by personally funding payments to professionals.

**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
<b>-NONE-</b>	

(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 thirty ( 30 ) days after the date of the order confirming this Plan.

**ARTICLE VII**  
**MEANS FOR IMPLEMENTATION OF THE PLAN**

The person in control of the Debtor is Roman Libonao who is President and Director. The Plan will be funded by continuing operations of the business.

## **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.

8.02 Effective Date of Plan. The effective date of this Plan is the first business day following the date that is fourteen days after the entry of the order of confirmation. If, however, a stay of the confirmation order is in effect on that date, the effective date will be the first business day after the date on which the stay of the confirmation order expires or is otherwise terminated.

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 NV 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. As required by § 1123(a)(6) of the Code, in consideration for the classification, distributions, releases and other benefits provided under the Plan, and as a result of negotiations among the Debtor and other parties in interest, upon the effective date, the provisions of the Plan shall constitute an enforceable court order.

## **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).

Respectfully submitted,

By:

DocuSigned by:

*Roman Libonao*

ROMAN LIBONAO

The Plan Proponent

By: /s/ Seth D Ballstaedt

Seth D Ballstaedt

Attorney for the Plan Proponent