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7 **UNITED STATES BANKRUPTCY COURT**  
8 **DISTRICT OF NEVADA**

9 In re

10 CALVARY COMMUNITY  
11 ASSEMBLY OF GOD, INC., a  
12 Nevada nonprofit corporation,

13 Debtor.  
14  
15

Case No.: 17-13475

Chapter 11

**PLAN #1**

16 This Chapter 11 Plan (“Plan”) proposes to restructure the financial affairs of the above-  
17 named Debtor (“Debtor”). If confirmed, this Plan will bind all persons it provides for, whether or  
18 not they accept this Plan, object to confirmation, fill a proof of claim or interest, or have their  
19 claims or interests allowed.

20 **Voting:** You may be entitled to vote on this Plan. A Chapter 11 Disclosure Statement  
21 (“Disclosure Statement”) that accompanies this Plan explains the voting rules and provides  
22 additional information.

23 **Caution:** Your rights may be affected. Read these papers carefully and discuss them with  
24 your attorney. (If you don’t have an attorney, you may wish to consult one.)

25 **Effective Date:** This Plan becomes effective (“Effective Date”) on the 15th day following  
26 the entry of a non-stayed and non-appealed confirmation order on the docket, or, if that is not a  
27 business day, then the next business day. Exception: the Plan proponent may waive the condition  
28 that the confirmation order not be subject to a pending appeal.

**Definitions and rules of construction** are set forth in the Bankruptcy Code (11 U.S.C.  
section §101 and following) and in the Federal Rules of Bankruptcy Procedure (FRBP or Rules).  
See §101, §102, and §1101 and Rule 9001. All exhibits to this Plan are considered part of this

1 Plan, but in the event of any conflict between this Plan and its exhibits, the terms of this Plan  
2 control.

3 **ARTICLE I. TREATMENT OF CLAIMS AND INTERESTS**

4 **SUMMARY:** Exhibit A to this Plan shows how claims and interests are treated, as qualified  
5 and explained below.

6 **A. Unclassified claims.** Some claims are unclassified (because they cannot vote and, unless  
7 the claim holder agrees otherwise, their treatment is fixed by the Bankruptcy Code). These  
8 claims include costs of administering this Bankruptcy Case (Administrative Claims), such  
9 as professionals' fees and expenses. Administrative Claims bar date: The last day to file a  
10 request for payment of Administrative Claims is 28 days after the Effective Date or such  
11 other date as the court may order.

12 **B. Classified claims.** All other claims and interests are separated into one of the following  
13 classes. Classes 1 and 2 are for claims "secured" by collateral- such as a mortgage/ deed of  
14 trust (DOT), a secured car loan, or other claim secured by a lien on property of the  
15 bankruptcy estate (Collateral). Class 3 is for "priority" unsecured claims, class 4 is for  
16 general (nonpriority) unsecured claims, and class 5 is for "interests" (defined below). All  
17 classes are divided into subclasses for each unique type of claim (Class 1A, 1B, 2A, 2B,  
18 etc.).

19 **Class 1:** Claims secured by principal residence. This class is reserved for claims  
20 secured only by real estate that is an individual Debtor's principal residence. If you  
21 hold that type of claim then it cannot be modified by this Plan unless you consent.  
22 See §1123(b)(5).

23 **Class 2:** Other secured claims. If you hold a secured claim that is not in class 1, then  
24 this Plan may propose to modify your claim, as specified in Exhibit A. Modifications  
25 may include a new interest rate, a longer term for payment, etc., subject to limitations  
26 in the Bankruptcy Code. If the dollar amount of your claim exceeds the value of the  
27 Collateral, then your claim may be split (bifurcated) into (1) a secured claim equal to  
28 that value (in this class 2) and (2) an unsecured claim for the remainder, sometimes  
called the "deficiency" claim (in class 4, unless it is allowed as a priority claim in  
class 3). Exceptions:

(a) **Disputed valuation:** If you wish to dispute the bifurcation/estimated value  
of the Collateral provided in Exhibit A, then you must file a timely objection  
to confirmation of this Plan. Note: Your opportunity to object is intended  
only as a safeguard: the Plan proponent should resolve all valuation issues  
before soliciting any votes on this Plan. Valuation can be resolved by consent  
or by an order on a motion to value the Collateral.

(b) **Sale.** If this Plan provides for the sale of the Collateral, then you may credit  
bid the full dollar amount of your claim, unless the court orders otherwise  
(§1129(b)(2)(A)(ii)).

1 (c) **§1111(b)**. If you make a timely election under §1111(b) (per Rule 30134)  
 2 then, (i) notwithstanding any other provisions of this Plan, your secured  
 3 claim will not be reduced to the value of the Collateral (it will not be  
 4 bifurcated), (ii) you will lose any unsecured deficiency claim, and (iii) you  
 5 may be paid over a longer time with a lower interest rate but with more  
 6 dollars, resulting as nearly as possible in the same estimated present value as  
 7 if you had not made the election. The precise treatment is either included in  
 8 the exhibits to the Plan and Disclosure Statement as an alternative or it will  
 9 be provided as a supplement to this Plan at a time to be agreed upon between  
 10 you and the Plan proponent, or as otherwise ordered by the time to be agreed  
 11 upon between you and the Plan proponent, or as otherwise ordered by the  
 12 court. The election is complex- most creditors do not make it, and before  
 13 doing so you should consult your attorney (if you do not have an attorney,  
 14 you may wish to consult one).

15 **Class 3: Priority Claims.** A claim has “priority” if it is entitled to certain special  
 16 treatment under §507. For example, if Debtor owes you wages that you earned within  
 17 180 days before the bankruptcy petition was filed, then you may hold a priority claim  
 18 for those unpaid wages.

19 **Class 4: General Unsecured Claims.** If you hold a claim that is not secured and is not  
 20 entitled to priority, then you hold a general unsecured claim. This class is divided into  
 21 two subclasses. Class 4A contains all general unsecured claims other than any small  
 22 claims in Class 4B (claims below the dollar amount specified in Exhibit A) that, for  
 23 convenience, are to be paid in full on the Effective Date (as permitted by §1122(b)).  
 24 (Exception: if there are additional classes, which is rare, then they are listed on  
 25 Exhibit A). Claims in class 4A will be paid the following percentage of their allowed  
 26 amounts:

27  **estimated percentage:** \_\_\_\_%, but the actual percentage could be higher  
 28 or lower depending on the total funds available and the total allowed claims  
 -- for example, if administrative, secured, or priority claims are larger than  
 expected then the percentage paid to general unsecured claims will be lower.  
 The stated estimate is calculated as follows: (1) the total estimated funds  
 available for class 4A under this Plan divided by (2) the sum of all estimate  
 allowed claims in class 4A.

OR

**fixed percentage:** \_\_\_\_%. The percentage is fixed. This Plan is a  
 commitment to pay this percentage regardless of future revenues, expenses,  
 or the total allowed claims. If Debtor is unable to pay this percentage then  
 that will be a default under this Plan.

**Class 5** consists of “interests”. If Debtor is an organization then “interests” means  
 ownership interests (such as corporate stock, or a partner’s interest in a partnership).

1 If Debtor is an individual, then Debtor is the interest holder. This class will remain  
 2 unchanged unless otherwise provided in the exhibits to the Plan and Disclosure  
 3 Statement (e.g., cancellation of existing interests, the dollar amount of any proposed  
 “new value,” who is required/permitted to provide such new value, and what they  
 will receive in exchange.)

4 **C. Disputed claims or interests.** A claim or interest is Disputed if (1) an objection has been  
 5 filed against it or (2)(a) it is not listed on Debtor’s bankruptcy schedules, or it is listed as  
 6 disputed, contingent, or unliquidated, and (b) no proof of claim or interest has been filed.  
 See §§ 502(a), 1111(a). Exception: a claim or interest ceases to be Disputed once it is  
 allowed by a final non-appealable order.

8 **D. Distributions.** Except as otherwise specified in this Plan, payments on each claim will be  
 9 made on the first calendar day of each month (or other period specified in Exhibit A), in  
 10 equal dollar amounts, starting with the month following the Effective Date, and continuing  
 11 for the period specified in Exhibit A. A separate, interest-bearing bank account (Claims  
 Reserve) will hold distributions for any claims that cannot be paid until they are allowed  
 12 by court order, such as professional fees or Disputed claims (Reserved Claims). The  
 Disbursing Agent (defined below) is required to reserve enough funds/assets to pay the  
 13 distributions that each Reserved Claim will be entitled to receive if it is allowed in full  
 (unless the court approves a different amount). Distribution of unclaimed or excess funds:  
 14 To the extent that (1) Debtor has been unable to deliver distributions, and they remain  
 unclaimed for at least 21 days after at least one good faith attempt to correct any incorrect  
 15 address and redeliver them, or (2) a Reserved Claim is disallowed by final order, then,  
 unless otherwise ordered by the court, the funds that have been reserved for such claim will  
 16 be distributed (a) as provided in this Plan to other creditors of the same class or (b) to  
 Debtor if (i) if this box is checked  and (ii) as to disallowed claims, it is Debtor who  
 17 obtained such disallowance.

18 **E. Settlement.** Debtor will have the power and authority to settle or compromise any claim  
 19 by or against Debtor, subject to notice and court approval under Rule 9019 for as long as  
 20 the court retains jurisdiction, except that for any claims against Debtor no notice or court  
 approval is necessary if the allowed amount of such claim under the settlement or  
 21 compromise will be less than \$500.00.

## 22 **ARTICLE II. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

23 On the Effective Date, Debtor’s “executory” contracts (described in the Disclosure  
 24 Statement) and unexpired leases will be (a) assumed (i.e., cured and reinstated) as obligations of  
 the reorganized Debtor, or (b) assumed and then instantaneously assigned, or (c) rejected, all as  
 25 stated in the attached Exhibit B. Any executory contract or unexpired lease that is not listed on  
 Exhibit B will be deemed rejected. Exception: this box is checked  then any such unlisted  
 26 contract or lease will be deemed assumed. The order confirming this Plan will constitute an order  
 approving this paragraph’s treatment of executory contracts and unexpired leases.  
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 28

1 **Rejection bar date.** Any claim arising from the rejection of an executory contract or  
2 unexpired lease under the immediately preceding paragraph must be filed by the later of (1) the  
3 general bar date for claims or (2) 28 days after the date of the order confirming this Plan. Rejection  
4 claims are general unsecured claims in class 4, unless the claim is allowed as a priority claim in  
5 class 3.

### 6 **ARTICLE III. MEANS OF IMPLEMENTATION**

7 **Funding.** This Plan will be funded as explained in the exhibits to the Disclosure Statement.  
8 All transfers of property under this Plan shall be mad in accordance with any applicable provisions  
9 of nonbankruptcy law to the extent required by §1129(a)(16).

10 The Disbursing Agent shall be Debtor, who shall serve without bond or compensation but  
11 shall be entitled to reimbursement of reasonable expenses by applying to the court no more  
12 frequently than once every three months.

13 ***The following paragraph does not apply to individual Debtors:*** (1) Regulated rates. To  
14 the extent that the foregoing funding depends on regulatory approval of rates charged by Debtor,  
15 governmental approval of such rates must be obtained prior to or upon confirmation of this Plan  
16 (as required by §1129(a)(6)). (2) Corporate charter. Debtor's corporate charter must be amended  
17 to include a provision prohibiting the issuance of nonvoting equity securities and providing an  
18 appropriate distribution of voting power among any classes of security (as required by  
19 §1123(a)(6)). The precise amendments to the corporate charter must be attached to the Disclosure  
20 Statement as an exhibit. (3) Post-Effective Date management. Exhibits to the confirmation of this  
21 Plan, as director, officer, or voting trustee of Debtor (or an affiliate of Debtor participating in a  
22 joint plan with Debtor, or any successor to Debtor under this Plan), as well as all insiders who will  
23 be employed or retained by Debtor, including such individual's name, proposed compensation, job  
24 description, affiliation to Debtor, and qualifications.

### 25 **ARTICLE IV. DISCHARGE; EFFECTS OF CONFIRMATION**

26 A. **Discharge.** Debtor shall receive a discharge of debts to the extent and at the time provided  
27 in § 1141(d), whether or not a party in interest has filed a proof of claim or interest, or  
28 accepts this Plan, unless the court orders otherwise.

29 ***The following paragraph only applies to Debtors who are individuals:*** Pursuant to  
30 §1141(d)(5), Debtor will not be discharged from any debts unless and until (1) Debtor  
31 completes all payments "under" the Plan and obtains an order from the Court granting a  
32 discharge (§ 1141(d)(5)(A)&(C))- for purposes of this Plan payments that extend beyond  
33 the Plan term stated in Exhibit A are not considered payments "under" the Plan (e.g., if the  
34 Plan Term is 5 years then the debtor will be eligible for a discharge under this clause if 5  
35 years of payments are made, but the debtor will remain obligated on obligations that extend  
36 beyond the Plan Term, such as a 30-year mortgage); (2) the court grants a limited  
37 ("hardship") discharge (§1141(d)(5)(B)&(C)); or (3) the court "orders otherwise for cause"  
38 (§1141(d)(5)(A)&(C)). Notwithstanding the other terms of this paragraph, a discharge will  
39 not discharge Debtor from any debts that are nondischargeable under § 523 (except as  
40 provided in Rule 4007(c)) or the obligations created by this Plan.

1 B. **Vesting of Property.** On the Effective Date, all property of the bankruptcy estate will vest  
2 in the reorganized Debtor pursuant to 1141(b) & (c), free and clear of all claims and interest  
except as otherwise provided in this Plan.

3 C. **Plan Creates New Obligations.** Except as otherwise provided in this Plan, (1) the payment  
4 terms promised in this Plan constitute new contractual obligations that replace any payment  
5 terms that existed prior to the Effective Date, and (2) all rights and obligations other than  
6 those new payment terms continue to apply. For example, (1) this Plan does not modify  
7 any obligations to insure collateral, and (2) if the Plan only addresses arrears for a particular  
8 claim, then the regular payments will be made as they come due based on the governing  
loan documents and, except with respect to curing the arrearages, the Plan does not alter  
the legal equitable, or contractual rights of the holder of that claim (unless otherwise  
provided with respect to a specific claim or Class of claims).

9 D. **Actions Restrained.** Creditors, interest holders and other parties in interest may not take  
10 any action to enforce preconfirmation obligations, or any obligations due under this Plan,  
11 so long as Debtor is not in material default under this Plan (as defined below). If Debtor is  
12 in material default under this Plan, then any party in interest may: (1) take any action  
13 permitted under nonbankruptcy remedies including collection of the entire nondischarged  
14 dollar amount of any claim held by such person, or (2) if this case is still pending, move to  
15 dismiss this case or to convert this case to one under chapter 7, or seek other relief from  
16 the bankruptcy court. If this case is converted to chapter 7 at any time, then property will  
17 revest in the chapter 7 estate, and the automatic stay will be reimposed upon the revested  
18 property only to the extent that relief from stay was not previously granted by the court  
19 during this case.

20 E. **Material Default Defined.** If Debtor (1) fails to make any payment required under this Plan,  
21 or (2) fails to perform any other obligation required under this Plan for more than 14 days  
22 after the time specified in this Plan, or (3) performs any act that is inconsistent with the  
23 terms of this Plan, then any affected creditor, interest holder, or other party in interest may  
24 file and serve upon Debtor and Debtor's attorney (if any) a written notice of default at their  
25 most recent address(es) listed in this case. Debtor is in material default under this Plan if  
26 Debtor fails within 21 days after service of that notice of default, plus an additional 3 days  
27 if served by mail, either to cure the default or obtain from the court an extension of time to  
28 cure the default or a determination that no material default occurred. Notwithstanding the  
other provisions of this paragraph, to the extent that Debtor has assumed an executory  
contract or unexpired lease, or to the extent that a creditor retains a lien under this Plan that  
was a consensual lien, the default provisions of that contract, lease, or lien documentation  
govern what constitutes a default for purposes of the rights and remedies thereunder, all  
subject to applicable nonbankruptcy law and any exceptions set forth in this Plan.

29 **ARTICLE V. GENERAL PROVISIONS**

30 A. **Modification of Plan.** The Plan proponent may modify this Plan at any time before  
31 Confirmation, subject to § 1127 and Rule 3019(a), but in that event the court may require  
32 a new disclosure statement and/or revoting on the Plan. The Plan proponent or the

1 reorganized Debtor also may seek to modify this Plan at any time after confirmation (1)  
2 if this Plan has not been substantially consummated and (2) if the court authorizes the  
3 proposed modifications after notice and a hearing (§ 1127(b)). In addition, if Debtor is an  
individual then Debtor or other persons may seek to modify this Plan after confirmation  
pursuant to § 1127(e).

4 B. Cramdown. The Plan proponent reserves the right to seek confirmation notwithstanding  
5 the rejection of this Plan by one or more classes of creditors or interest holders, pursuant  
6 to § 1129(b).

7 C. Governing Law and Binding Effect. Unless a rule of law or procedure is supplied by  
8 federal law (including the Bankruptcy Code or Rules), the laws of the State of California  
9 govern this Plan and any agreements, documents, and instruments executed in connection  
10 with this Plan, except as otherwise provided in this Plan. The rights and obligations of any  
entity named or referred to in this Plan shall be binding upon and shall inure to the benefit  
of the successors and assigns of such entity.

11 D. Quarterly Fees. Quarterly fees accruing under 28 U.S.C. § 1930(a)(6) after confirmation  
12 shall be paid to the United States Trustee in accordance with that statute until entry of a  
13 final decree, or entry of an order of dismissal or conversion to chapter 7.

14 E. Closing Case, and Post-Confirmation Status Report. As soon as practicable under Rule  
15 3022, the Plan proponent shall file a motion with the court to obtain a final decree to close  
16 this bankruptcy case, unless good cause is shown to keep this case open. As long as this  
17 case is not closed, the Plan proponent must file status reports every 120 days explaining  
18 what progress has been made toward substantial consummation of the confirmed Plan.  
The status report must be served on the United States Trustee, the official creditors'  
committee (or, if none, then the twenty largest general unsecured creditors), and those  
19 parties who have requested special notice.

20 F. Retention of Jurisdiction. After confirmation, the court retains and may exercise  
21 jurisdiction over proceedings concerning: (1) whether Debtor is in material default under  
22 this Plan, (2) whether the time for performing any Plan obligation should be extended, (3)  
23 adversary proceedings and contested matters pending as of the Effective Date or  
24 specifically contemplated in this Plan or in the Disclosure Statement to be filed with the  
25 court, (4) whether the case should be dismissed or converted to one under chapter 7, (5)  
26 any proceedings to allow or disallow claims or administrative expenses (the court will not  
27 review professional fees incurred after the Effective Date, unless otherwise stated in  
28 attached exhibits to the Plan or Disclosure Statement), (6) settlements or compromises  
under Rule 9019, (7) any proceedings under §§ 110, 329, or 362, or regarding sanctions,  
and (8) any other proceedings, whether or not commenced or contemplated as of the  
Effective Date, regarding the implementation, interpretation, or enforcement of this Plan  
or the administration of the bankruptcy case or estate. This retention of jurisdiction,  
however, will end on the later of (a)  year(s) (if blank, then two years) after the

1 Effective Date, (b) as to any then-pending adversary proceeding or contested matter, when  
2 it is finally resolved by a judgment or order, or (c) as to an individual Debtor's discharge,  
when that discharge is granted or denied by final order.

<p>3 Signature:</p> <p>4 <u>/s/ Bruce A. Morris</u></p> <p>5 PASTOR BRUCE MORRIS</p> <p>6 Chairman of Board</p> <p>7 Authorized Signor</p> <p>Calvary Community Assembly of God, Inc.</p> <p>8 Date: <u>11/24/2017</u></p>	<p>Signature:</p> <p><u>/s/ Angela J. Lizada</u></p> <p>ANGELA J. LIZADA, ESQ.</p> <p>NV Bar No. 11637</p> <p>Lizada Law Firm, Ltd.</p> <p>Attorney for Debtor</p> <p>Date: <u>11/24/2017</u></p>
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Calvary Community Assembly of God, Inc. **EXHIBIT A- Treatment of Claims/Interests**

<i>Class</i>	<i>Short Description</i>	<i>Endnotes</i>	<i>Estimated Claims (\$)</i>	<i>Claim % to be Paid</i>	<i>\$ On Effective Date</i>	<i>Every ( ) months</i>	<i>Term in months</i>	<i>Interest Rate</i>	<i>Monthly Payments</i>	<i>Totals</i>
N/A	US Trustee Fees				\$ 4,875.00	3	360		\$ 650.00	\$ 234,000.00
3	IRS- Past Due Payroll Taxes	1	\$ 68,637.12	100.00%	\$ 68,637.12					\$ 68,637.12
N/A	Debtor's Attorney	2	\$ 6,000.00	100.00%		1	3		\$ 2,000.00	\$ 6,000.00
2	Assembly of God Loan Fund- Late Fees and penalties	1	\$ 19,100.67	100.00%	\$ 19,100.67					\$ 19,100.67
2	Assembly of God Loan Fund- Interest Accrued	1	\$ 267,897.92	100.00%	\$ 267,897.92	1				\$ 267,897.92
2	Assembly of God Loan Fund- Principal	1	\$ 3,372,057.25	100.00%	\$ 200,000.00	1	360	4.50%	\$ 16,072.35	\$ 5,986,046.00
	General Unsecured NonPriority (Schedule F)	1	\$ 72,823.57	100.00%	\$ 72,823.57	1				\$ 72,823.57
<b>GRAND TOTALS</b>			\$ 3,806,516.53		\$ 628,459.28					\$ 6,420,505.28



<b>Calvary Community Assembly of God, Inc.</b>	<b>Exhibit C: Endnotes/Continuation Sheets</b>
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(1) Endnote#	Description
1	All payments to be made at the Effective Date are to be paid out of the sale of APN 138-14-601-013, 014 which has a current offer for \$992,800.00.
2	Debtor's attorneys' fees are subject to approval by this court upon motion.