UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In re:	)	
	)	
CASTLEVIEW, LLC	)	Case No. 12-23954 HRT
EIN 84-1543134	)	
	)	Chapter 11
	)	
Debtor.	)	

DISCLOSURE STATEMENT

I. INTRODUCTION

Dated: July 2, 2012

A. REORGANIZATION AND DISCLOSURE. On July 2, 2012, Castleview, LLC, a Colorado Limited Liability Company ("Debtor"), filed its voluntary petition for reorganization pursuant to Chapter 11 of the Bankruptcy Code. On _____, 2012, the Debtor filed its Plan of Reorganization (the "Plan").

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Pursuant to Chapter 11, a Debtor may liquidate its Assets to pay creditor claims. Attempts to collect pre-petition claims from a Debtor and any attempts to foreclose upon a Debtor's property are stayed during the pendency of the bankruptcy proceeding. The purpose of this Disclosure Statement is to provide the holders of claims adequate information about the Debtor and its proposed Plan so that creditors can make an informed judgment about the merits of approving the Plan. The Plan, if confirmed by the Bankruptcy Court, is the definitive, legally binding document.

"Adequate information" means information of a kind and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the Debtor and the condition of the Debtor's books and records, that enables a hypothetically reasonable investor typical of holders

of claims or interest of the relevant classes established under the Plan to make an informed judgment about the Plan in order to vote either to accept or reject the Plan.

YOU ARE ENCOURAGED TO READ THE PLAN AND TO CONSULT WITH YOUR COUNSEL ABOUT IT. CERTAIN CAPITALIZED TERMS USED IN THIS DOCUMENT ARE DEFINED IN THE PLAN OR IN THE BANKRUPTCY CODE. THIS DISCLOSURE STATEMENT HAS NEITHER BEEN APPROVED NOR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, AND THE COMMISSION HAS NOT RENDERED AN OPINION UPON THE ACCURACY OR ADEQUACY OF ANY STATEMENTS CONTAINED IN THIS DOCUMENT. BANKRUPTCY COURT APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT IMPLY BANKRUPTCY COURT APPROVAL OF THE PLAN. IN THE EVENT THERE ARE ANY INCONSISTENCIES BETWEEN THE PLAN AND THIS DISCLOSURE STATEMENT CONCERNING THE REPAYMENT OF CREDITOR CLAIMS OR THE TREATMENT OF THE DEBTOR'S INTEREST IN ITS ASSETS, THE PROVISIONS OF THE PLAN SHALL CONTROL. PREVIOUS VERSIONS OF THE PLAN AND DISCLOSURE STATEMENT SHOULD BE DISREGARDED.

B. VOTING ON THE PLAN. The Debtor has proposed a Plan which accompanies this Disclosure Statement as a means of liquidating its Assets to pay its creditors. A vote on the Plan is important. The Debtor can implement the Plan only if it is confirmed by the Bankruptcy Court. The Plan can be confirmed only if, among other things, it is accepted by the holders of two-thirds in amount and more than one-half in number of the claims which actually vote on the

Plan. At least one impaired class must vote to accept the Plan. In the event the requisite acceptances are not obtained from the impaired classes, the Court may nevertheless confirm the Plan if the Court finds that it is fair and equitable to the class or classes rejecting the Plan. Under the Debtor's proposed Plan, Classes 1 through and including 3 are impaired and therefore are entitled to vote on the Plan. Class 4 is not impaired under the Plan and cannot vote on the Plan.

"Impaired" is defined by §1124 of the Bankruptcy Code. Impaired means that the Debtor's Plan alters the legal, equitable or contractual rights to which such classes or interest entitles the holder of such claims or interest. The holders of impaired claims which are also allowed claims (as defined in Article I, ¶ 1.3 of the Plan), or the holders in those classes of disputed claims which the Bankruptcy Court has temporarily allowed for voting purposes only are entitled to vote on the Debtor's Plan.

You are not required to vote on the Plan, but only those votes actually received by the Debtor's counsel on or before the close of business on the date set forth in the Court's Notice accompanying this Disclosure Statement will be counted either for or against the Plan. Holders of claims or interest in classes which are not impaired under the proposed Plan (Class 4) are not entitled to vote on the Plan.

The Court will hold a hearing on Confirmation of the Plan and will, among other things, determine the result of the vote on the Plan. The date and time of the Court's hearing on Confirmation appears in the Court's Order sent to you along with this Disclosure Statement.

II. HISTORY OF DEBTOR

Michael Blumenthal ("MB") learned that the Oaks filings # 1 & 2 were for sale in 1999. MB asked Harvey Alpert ("HA") if he would like to become his partner to purchase, entitle, develop, and sell the lots for investment. MB advised HA at that time that HA would have to be willing to finance the acquisition along with MB, since MB didn't want to pay cash for the property. HA agreed. They later formed Castle View LLC (CV) for the endeavor. The Debtor owns a total of 245 residential lots, some of which are unencumbered, water rights, and is entitled to the proceeds of certain bond sales, as more fully explained below.

No agreement was discussed about the duration of the loan. However, they projected that they might obtain the Town of Castle Rock, Colorado's (CR) approval, and sell the property within 3-5 years. The CR approval process ultimately took 12 years to complete, and the land could not be sold until that was completed. The recession began to surface in 2007 and greatly affected the land development industry, and CV in particular. As a result, the loan CV had obtained from Community Banks of Colorado had to be extended 3 times. Each extension required MB and HA to guarantee the loan personally, and pre pay the interest for the loan extension duration. The 2009 extension also required that they pay down the principal by $200,000, which they jointly did. To date, MB and HA have each invested approximately $1.5 million in the project.

The loan matured on May 15, 2011, requiring another extension. The Bank and MB negotiated the extension with similar terms to the 2009 extension. However, HA would not agree to the extension. He wanted to pay off the loan and have MB and HA each fund

$1,350,000 even though this was not the original agreement that they made. MB did not have the ability to pay his part. MB requested that they simply extend the loan again. HA refused. HA formed or had formed a new entity, CV 2011 LLC and used it to purchase the loan from the Bank on May 19, 2011. HA thereafter proceeded to file suit against CV and to seek summary judgement. HA's family, it is believed, owns a 50% interest in CV2011. It became very clear to MB that HA's motive was to take the 163 lots encumbered by the loan, plus the other unencumbered lots, all of the CV Metropolitan District bonds, and 254 CR single family equivalent water rights valued at $698,500 for himself, to the exclusion of CV's other members. The state court denied the CV 2011 LLC motion for summary judgment stating that the amount of the judgement could not be determined until the court ruled on CV's counter claims. CV had filed Counter Claims against CV2011 and HA for breach of fiduciary duty and other claims. It was very clear that CV 2011 LLC was trying to avoid a fair dissolution of the CV assets, based on actual value. As a result, the Debtor has elected to file for Chapter 11 bankruptcy, in order to try to protect the assets of CV and to ensure a fair and equitable distribution thereof.

III. DESCRIPTION OF DEBTOR'S ASSETS

As of the date of the filing of the bankruptcy petition, the Debtor's personal property consisted of one operating bank account with $828.00, the entitlement to Bond Proceeds from the Castleview Metropolitan District appraised at $6,248,724.00 and Counter Claims against Harvey Alpert and HB Alp Family, LLLP. The Bonds are to be issued by Castleview Metropolitan District to provide for public improvements. The Bonds will be repaid from future owners of the lots developed and sold from the Debtor's residential development site in

Southeastern Castle Rock, Colorado. A copy of a summary of the Castleview Metropolitan District Bond Net Proceeds Analysis estimate which totals $6,248,724 and which has been prepared by George K. Baum and Associates is attached hereto as Exhibit "A". Any creditor wishing to view a copy of the complete analysis may obtain one by requesting the same from Weinman & Associates, P.C. The Debtor's Real Property consists of a 252 acre residential development site located in Southeastern Castle Rock, Colorado, consisting of 117 Castleview Village Lots valued at $3,100,000, and 128 Castleview Estate Lots valued at $7,350,000.00. The Real Property is valued at a total of $10,200,000.00. The value is based upon an Appraisal prepared by Wildrose Appraisal Incorporated. A copy of the Summary of Appraisal is attached hereto as Exhibit "B". Upon information and belief, Community Banks of Colorado also obtained an appraisal of Debtor's property for a similar value prior to selling the loan to CV2011. Any creditor wishing to view a copy of the complete Appraisal may obtain one by requesting the same from Weinman & Associates, P.C. Debtor also has claims against CV2011, LLC and others for breach of fiduciary duty, among other claims, the value of which are uncertain.

IV. PENDING LITIGATION AND CONTROVERSIES

A. PRE-PETITION AND POST-PETITION LITIGATION.

CV2011, LLC, the Debtor's major secured creditor, commenced a state court proceeding in the Arapahoe County District Court naming the Debtor as Defendant to collect on its Promissory Note, which is secured by some of the Debtor's Real Property. The Debtor has asserted counter claims against Harvey Alpert and HB Alp Family, LLP relating to CV2011,

LLC. This litigation has been stayed by the filing of the Debtor's Chapter 11 petition. The Debtor has sought an expedited confirmation hearing and the valuation of Debtor's property. The Debtor does not dispute that amounts are due under the note which may be calculated by reference to the note terms. Including principal, interest, costs and fees, the Debtor estimates the total due at approximately $3.2 million.

B. PREFERENCE, FRAUDULENT CONVEYANCE, AND OTHER CLAIMS. The Debtor is unaware of any preference or fraudulent conveyance actions which will be brought.

V. EXPECTED OPERATIONS AFTER IMPLEMENTATION OF DEBTOR'S PLAN OF REORGANIZATION

A. GENERAL. Following Confirmation of its Plan, the Debtor intends to liquidate its Assets to pay creditor claims in full and thereafter to cease operations.

B. DEBTOR'S PROPERTY. Following Confirmation of its Plan, the Debtor's Assets will re-vest in the Reorganized Debtor subject to liens and encumbrances of record.

C. MANAGEMENT FOLLOWING CONFIRMATION DATE. Following Confirmation of the Debtor's Plan, the Reorganized Debtor will be managed by Michael Blumenthal, who managed the Debtor prior to the bankruptcy filing. Mr. Blumenthal will receive no compensation for his services to the Debtor.

D. EXECUTORY CONTRACTS AND LEASES. There is a pasture lease which the Debtor entered into prior to filing its Chapter 11 case. The Debtor intends to reject this lease upon confirmation of its Plan.

VI. DESCRIPTION OF THE PLAN

A. EFFECTIVE DATE. A copy of the Debtor's Plan accompanies this Disclosure Statement. The Plan provides for the creation of three (3) creditor classes (Classes 1-3), and a single class (Class 4) for the equitable interests of the Debtor. The "Effective Date" for the Plan has been defined in the Plan to mean 60 days following the entry of a Final Order of Confirmation of the Debtor's Plan. The Effective Date in this case means that on such date, the Debtor will commence implementation of its Plan. The Confirmation Order becomes a Final Order when such Order is no longer subject to appeal or review by the Court (14 days after entry of the Order). The Debtor cannot advise the creditors of a date certain which will be the Effective Date because it is contingent upon proceedings established by the Court, but for purposes of this Disclosure Statement will estimate it to be September 1, 2012.

The Debtor estimates that it will owe the following Classes and allowed Chapter 11 administrative expense claimants the following approximate amounts as of the Effective Date:

Class 1. The Douglas County, Colorado Treasurer's Office (secured): $7,673.74, plus accrued interest. This amount arises from unpaid 2011 Real Property taxes.

Class 2. CV2011, LLC (secured): $3,200,000.00.

Class 3 Unsecured Creditors (unsecured): $12,176.00

Class 4 Equitable Interests in the Debtor.

B. UNCLASSIFIED ADMINISTRATIVE EXPENSES:

1. Weinman and Associates, P.C. (Counsel for Debtor) $10,000

2. Special Counsel (Allen & Vellone, P.C.) hired with the approval of the Bankruptcy Court to represent the Debtor in special matters within bankruptcy proceeding. (Estimated fee) $50,000

3. U.S. Trustee's Fees (Admin). Paid as due.

C. CLASSIFICATION OF CLAIMS AND IMPAIRMENT OF CLASSES.

1. Classification. Pursuant to the requirements of 11 U.S.C. §1123 of the Bankruptcy Code, the Debtor has classified the claims of its creditors under its proposed Plan of Reorganization. The Debtor has made this classification pursuant to the requirements of the Bankruptcy Code. Each class of claims which has been established under the Plan consists of claims which are substantially similar and with respect to each claim contained in each class, the Plan provides for the same treatment for each class or interest of each particular class unless the holder of a particular claim or interest agrees to a less favorable treatment of its particular claim or interest.

2. Impairment. As required by 11 U.S.C. §1123 of the Bankruptcy Code, the Debtor has identified in its Plan those classes of claimants which are impaired under the Plan. The Plan provides that with respect to impairment of classes, should any

dispute arise as to whether or not a class of claim is impaired, resolution of such issues shall be made by the Bankruptcy Court after an opportunity for notice and a hearing as required under the Bankruptcy Rules.

D. CLASSES OF CLAIMS AND INTEREST ESTABLISHED UNDER THE PLAN.

The classes established under the Plan and the proposed treatment for the repayment of the claims in each class are described below.

1. Class 1 consists of the allowed secured claim of the Douglas County, Colorado Treasurer's Office for unpaid 2011 Real Property taxes. Class 1 is impaired under the Plan. The holder of the Class 1 claim will receive payment in full plus interest at 8% per annum with one-half of the total payment to be made on the Effective Date of the Plan and the remaining balance to be paid not later than six (6) months following the Effective Date of the Plan. The source of funds to pay the Class 1 creditor is from the members of the Debtor. Debtor estimates the principal balance owed to the Class 1 creditor to be $7,674.00.

The Class 1 creditor will retain its lien securing its claim against the Debtor's Assets to the same extent and in the same priority pending the payment of the Class 1 creditor's secured claim in full.

2. Class 2 consists of the secured claim of CV2011, LLC evidenced by a Promissory Note, secured by a Deed of Trust recorded against the Debtor's Real Property. Class 2 is an Insider of the Debtor as defined by the Bankruptcy Code. The

allowed secured claim of the Class 2 creditor shall be paid by the Reorganized Debtor transferring ownership of a sufficient number of lots plus a proportionate share of Bond Proceeds to which the Debtor shall become entitled to pay the allowed secured claim of the Class 2 creditor in full with accrued interest, costs and fees as provided for in the note and deed of trust.

The Class 2 creditor shall retain its lien securing its claim to the same extent and in the same priority as its pre-petition lien pending payment in full of its allowed secured claim.

The Debtor estimates that if the secured claim of the Class 2 creditor is allowed at $3.2 million, which includes late fees, default interest at 17% and attorneys' fees, it will transfer approximately 35 to 40 of its Castleview Estate Lots plus an appropriate percentage of its Bond Proceeds to pay the claim of the Class 2 creditor in full. Section 12.4 of the Operating Agreement specifically provides for such distribution and for Michael Blumenthal to choose which lots are to be distributed to whom.

3. Class 3 consists of the allowed unsecured claims of unsecured creditors. Class 3 is impaired under the Plan. Total unsecured claims are estimated at $12,176.00. Unsecured creditors with allowed unsecured claims will be paid in full with interest at the current Federal Judgment Interest Rate with one-half of the allowed unsecured claims paid on the Effective Date and the remaining balance paid no later than six (6) months following the Effective Date. The source of the

funds to pay allowed unsecured claims plus interest will be from the Debtor's members.

The Debtor believes that its unsecured creditors in Class 3 consist of the following:

a. Peak Civil Consultants, Inc.: $2,196.00;

b. Wallace Scott, P.C.: $5,509.00;

c. White Bear Ankile, P.C.: $2,470.74.

d. Gary Albrecht, Esq.: $2,000.00.

4. Class 4 consists of the equitable interests of the members of the Debtor. Class 4 is not impaired under the Plan. The members of the Debtor are:

- Michael Blumenthal - 40% membership interest

- HB ALP Family, LLLP - 50% membership interest

- ESR Investments, LLC - 5% membership interest

- Martin S. Roth - 5% membership interest.

Members in Class 4 will be paid the allowed amount of their respective equitable interests in the Debtor after all creditor claims and Chapter 11 administrative expenses are paid in full. The members will be paid in kind pursuant to the provisions of the Debtor's Operating Agreement, Section 12.4. Michael Blumenthal has the sole and absolute authority under the Operating Agreement to choose which lots are distributed to whom. Upon payment to all creditors and holders of equitable interest, the Debtor shall cease operations.

With respect to the Debtor's claims against CV2011, LLC and the HB Alp Family, LLLP, these claims shall be dismissed with prejudice on the Effective Date provided the Plan is Confirmed.

5. Source of Funds for Payments Under Plan.

The Debtor's members will fund the payments to creditors under the Plan in Classes 1 and 3 of the Plan. In addition, the members will fund payment of allowed Chapter 11 expenses. The Debtor estimates that payment to creditors and Chapter 11 expenses will be:

a. Creditor Classes:

- Class 1 - $7,673.00

- Class 3 - $12,176.00

b. Chapter 11 Administrative Expenses:

- Weinman & Associates, P.C. - $10,000

- Allen & Vellone, P.C. - $50,000

- U.S. Trustee Fees - $1,075

- Post-petition Real Property taxes - $7,500.

E. UNCLASSIFIED ADMINISTRATIVE EXPENSES.

Unclassified Administrative Expenses are identified as follows:

Chapter 11 Administrative Expenses. Administrative Expenses include fees and costs of Professional Persons, i.e., the Debtor's bankruptcy counsel, Weinman & Associates, P.C., and Allen & Vellone, P.C., special counsel. Pre-petition and post-petition fees and expenses will be approved by the Court. Administrative Expenses also

include statutory fees payable to the U.S. Trustee assessed under 28 U.S.C. §1930(a)(6). Any unpaid fees owing to the U.S. Trustee must be paid in full on the Effective Date of the Plan. The Debtor's obligations to remit quarterly fees to the U.S. Trustee continues until the Debtor's Chapter 11 case is dismissed, converted or closed.

Administrative Expenses also include fees and expenses arising after the filing of the bankruptcy petition as a result of the Reorganized Debtor's ongoing expenses of implementing its Chapter 11 case. Such expenses include actual and necessary expenses associated with the administration of the bankruptcy estate including necessary business expenses, and post-petition tax obligations owing to various taxing authorities.

The Administrative Expenses identified above are subject to approval by the Bankruptcy Court. The Debtor will not make payments to Weinman & Associates, P.C. or to Allen & Vellone, P.C. until the Court has approved their fees. The Debtor paid a retainer to Weinman & Associates, P.C. in the amount of $20,000 and $15,000 to Allen & Vellone, P.C. The Debtor anticipates that it will owe Weinman & Associates, P.C. approximately $10,000 through Confirmation. Allen & Vellone, P.C. are special counsel to the Debtor, and at the present time, it is expected that its fees will be approximately $50,000 through Confirmation of the Plan.

Administrative Expenses also include expenses incurred by the Debtor-in-Possession in connection with the Chapter 11 bankruptcy case. These expenses include quarterly fees owing to the U.S. Trustee Program. Since the filing of its bankruptcy petition, the Debtor has remained current with respect to payment of its Chapter 11

bankruptcy expenses including fees to the U.S. Trustee and its business expenses and any post-petition obligations owing to taxing authorities. Should any of these expenses remain unpaid as of the date of Confirmation, the Plan provides payment in full on the Effective Date.

VII. RISK FACTORS

The Debtor proposes to pay its unsecured creditors from contributions from its members. Several factors could adversely affect the Debtor which in turn could impact the Debtor's performance under its Plan. These factors may include the following:

(1) The Bankruptcy Court may deny Confirmation of the proposed Plan.

(2) The Bankruptcy Court may not confirm the Debtor's Plan as proposed and the Effective Date of the Plan may be delayed, which could delay the distributions to the various creditor classes under the Plan.

VIII. EFFECT OF CONFIRMATION OF THE PLAN ON DEBTOR AND CREDITORS

The terms of the confirmed Plan will bind the Debtor and all of its creditors with respect to payment of such claims whether or not the holders of such claims vote to accept the Plan.

Upon confirmation of its Plan, the Debtor will dismiss its Counter Claims against Harvey Alpert and HB Alp Family, LLP.

IX. COMPARISON OF PLAN TO LIQUIDATION UNDER CHAPTER 7

The Debtor projects that under its Plan, the Debtor's general unsecured creditors (with allowed claims) in Class 3 will realize a return of 100% of their allowed unsecured claims plus interest. The Debtor estimates that liquidation under Chapter 7 of the Bankruptcy Code would result in a payment to general unsecured creditors of 100%.

Under Chapter 7 of the Bankruptcy Code, a Chapter 7 trustee would be appointed to liquidate the Debtor's assets. Under such a scenario, it is estimated that a trustee would attempt to sell the Debtor's Assets which could delay payments to unsecured creditors and increase the costs of administration due to trustee fees, trustee attorney's fees, and accountant fees which could easily equal 10% of the total funds or property distributed by the trustee.

The Bankruptcy Code requires that a Trustee move as expeditiously as possible to administer and close the case. Any money collected by the trustee would first need to be utilized to pay allowed Chapter 7 administrative expenses, allowed Chapter 11 administrative expenses, creditors who have dealt with the Debtor since the filing of its Chapter 11, taxes incurred by the Debtor since filing, the secured creditor, and finally the unsecured creditors. Conversion of the case to Chapter 7 would increase administrative expenses and would delay unsecured creditors receiving payment on their claims. In no respect will unsecured creditors receive more on their claims through liquidation under

Chapter 11 than they will receive under the Debtor's Plan. Conversely, upon conversion, were the secured creditors to obtain relief from stay and foreclose upon the property, creditors and interest holders might receive nothing.

X. BEST INTEREST OF CREDITORS

The Bankruptcy Code provides that in order to confirm its Plan of Reorganization, the Debtor must satisfy the "best interest of creditors test". Simply stated, this test requires that each holder of an impaired claim or interest must either vote to accept the Debtor's Plan or receive what such holder would receive in a hypothetical Chapter 7 liquidation under the Bankruptcy Code.

The Debtor's proposed Plan meets this requirement of the Bankruptcy Code since each creditor of the Debtor will receive what they would receive in a Chapter 7 liquidation case, i.e., 100% plus interest under the plan, and 100% under a Chapter 7 liquidation, but the Debtor believes that they will receive payment on their claims much more quickly through the Plan than in a Chapter 7 liquidation case and in the case of interest holders, they will receive more money or property in a Chapter 11.

XI. CRAMDOWN UNDER THE PLAN

If an impaired class does not accept the Plan, the Plan can be "crammed down" or forced on such class upon a showing that the Plan is "fair and equitable". The concept of cramdown of Debtor's Plan is best summarized as follows: If a holder of a secured claim objects to Confirmation of the Plan, the Plan may be confirmed over such objection if: (1) the creditor retains the lien on the collateral to the extent of the allowed amount of such

claim; and, (2) the creditor is paid the indubitable equivalent of its allowed secured claim. If an unsecured creditor objects to the Plan, the Plan may be confirmed over that objection if: (1) the unsecured creditor is receiving under the Plan at least what it would receive in a Chapter 7 liquidation, and (2) the holders of any claims or interest junior to the unsecured creditor (i.e., equity interests in the Debtor), will receive nothing until unsecured creditors are paid in full. This rule is known as the "absolute priority rule" in bankruptcy. It is the opinion of the Debtor that with respect to its secured creditors, its proposed Plan is fair and equitable since such creditors will retain their security interests securing the allowed amount of its claim and will receive the indubitable equivalent as defined by substantial case law of its allowed secured claims either by payment in full with interest (Class 1), or a transfer of a sufficient number of lots of the Real Property (Class 2). With respect to Debtor's unsecured creditors (Class 3), the Debtor believes that it will meet the fair and equitable test and therefore the Plan does not violate the absolute priority rule because allowed unsecured claims will be paid in full with interest under the terms of the Debtor's Plan before the holders of equitable interests in the Debtor are paid the allowed amount of such equitable interests.

XII. FEDERAL TAX CONSEQUENCES OF THE CONFIRMED PLAN

The Debtor knows of no adverse federal tax consequences which will occur upon Confirmation of the Debtor's Plan. However, creditors should consult with their own tax advisors concerning the effect of Confirmation of the Plan on their individual circumstances.

XIII. RECOMMENDATION

THE DEBTOR URGES YOU TO EXECUTE THE ENCLOSED BALLOT IN FAVOR OF ITS PLAN.

Castleview, LLC, Debtor

/s/ *Michael Blumenthal*

By: Michael Blumenthal, Manager

Respectfully submitted,

WEINMAN & ASSOCIATES, P.C.

By: /s/ Jeffrey A. Weinman

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