

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of California
(State)

Case number (if known): _____ Chapter 11

Check if this is an amended filing

Official Form 205

Involuntary Petition Against a Non-Individual

12/15

Use this form to begin a bankruptcy case against a non-individual you allege to be a debtor subject to an involuntary case. If you want to begin a case against an individual, use the *Involuntary Petition Against an Individual* (Official Form 105). Be as complete and accurate as possible. If more space is needed, attach any additional sheets to this form. On the top of any additional pages, write debtor's name and case number (if known).

Part 1: Identify the Chapter of the Bankruptcy Code Under Which Petition Is Filed

1. Chapter of the Bankruptcy Code

Check one:

- Chapter 7
- Chapter 11

Part 2: Identify the Debtor

2. Debtor's name Leucadia Group, LLC

3. Other names you know the debtor has used in the last 8 years

 Include any assumed names, trade names, or *doing business as* names.

4. Debtor's federal Employer Identification Number (EIN) Unknown
46-3142428 _____
EIN

<p>5. Debtor's address</p> <p>Principal place of business</p> <p><u>3830 Valley Center Drive</u> <small>Number Street</small></p> <p><u>#705-716</u></p> <p><u>San Diego</u> <u>CA</u> <u>92130</u> <small>City State ZIP Code</small></p> <p><u>San Diego</u> <small>County</small></p>	<p>Mailing address, if different</p> <p>_____ <small>Number Street</small></p> <p>_____ <small>P.O. Box</small></p> <p>_____ <small>City State ZIP Code</small></p> <p>Location of principal assets, if different from principal place of business</p> <p>_____ <small>Number Street</small></p> <p>_____ <small>City State ZIP Code</small></p>
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Debtor Leucadia Group, LLC
Name

Case number (if known) _____

6. Debtor's website (URL) None

7. Type of debtor
 Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 Partnership (excluding LLP)
 Other type of debtor. Specify: _____

8. Type of debtor's business
 Check one:
 Health Care Business (as defined in 11 U.S.C. § 101(27A))
 Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 Railroad (as defined in 11 U.S.C. § 101(44))
 Stockbroker (as defined in 11 U.S.C. § 101(53A))
 Commodity Broker (as defined in 11 U.S.C. § 101(6))
 Clearing Bank (as defined in 11 U.S.C. § 781(3))
 None of the types of business listed.
 Unknown type of business.

9. To the best of your knowledge, are any bankruptcy cases pending by or against any partner or affiliate of this debtor?
 No
 Yes. Debtor _____ Relationship _____
 District _____ Date filed _____ Case number, if known _____
 MM / DD / YYYY
 Debtor _____ Relationship _____
 District _____ Date filed _____ Case number, if known _____
 MM / DD / YYYY

Part 3: Report About the Case

10. Venue
 Check one:
 Over the last 180 days before the filing of this bankruptcy, the debtor had a domicile, principal place of business, or principal assets in this district longer than in any other district.
 A bankruptcy case concerning debtor's affiliates, general partner, or partnership is pending in this district.

11. Allegations
 Each petitioner is eligible to file this petition under 11 U.S.C. § 303(b).
 The debtor may be the subject of an involuntary case under 11 U.S.C. § 303(a).
 At least one box must be checked:
 The debtor is generally not paying its debts as they become due, unless they are the subject of a bona fide dispute as to liability or amount.
 Within 120 days before the filing of this petition, a custodian, other than a trustee, receiver, or an agent appointed or authorized to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien against such property, was appointed or took possession.

12. Has there been a transfer of any claim against the debtor by or to any petitioner?
 No
 Yes. Attach all documents that evidence the transfer and any statements required under Bankruptcy Rule 1003(a).

Debtor Leucadia Group, LLC
Name

Case number (if known) _____

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	<u>UAS Investments LLC</u>	<u>Written Commercial Agreement</u>	\$ <u>20,000.00</u>
	_____	_____	\$ _____
	_____	_____	\$ _____
	Total of petitioners' claims		\$ <u>20,000.00</u> **

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

** Petitioner's claim is in excess of \$660,000. Any security interest is waived as to a portion of the debt, that portion being \$20,000.00

Part 4: Request for Relief

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative

Name and mailing address of petitioner

UAS Investments, LLC
Name
569 West Cloverhurst Ave.
Number Street
Athens, Georgia 30606
City State ZIP Code

Name and mailing address of petitioner's representative, if any

Daryl Moody
Name
3970 Merriweather Woods
Number Street
Alpharetta, Georgia 30022
City State ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 09/01/2016
MM / DD / YYYY

x Daryl Moody Manager
Signature of petitioner or representative, including representative's title

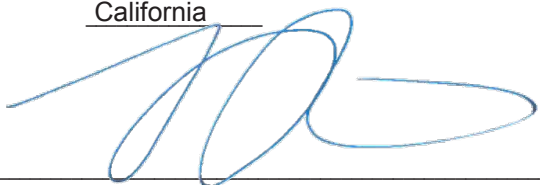
Attorneys

Dean T. Kirby, Jr.
Printed name
Kirby & McGuinn, A P.C.
Firm name, if any
707 Broadway, Suite 1750
Number Street
San Diego, CA 92101
City State ZIP Code

Contact phone 619-525-1652 Email dkirby@kirbymac.com

Bar number 090114

State California

x 
Signature of attorney

Date signed 09/01/2016
MM / DD / YYYY

1 STATEMENT REQUIRED UNDER FEDERAL RULE OF BANKRUPTCY
2 PROCEDURE 1003(a)

3 The following Statement of Petitioning Creditor UAS Investments, LLC
4 (“UAS”) is made in compliance with Federal Rule of Bankruptcy Procedure 1003(a).

5 1. A portion of the claim of UAS against the Leucadia Group, LLC (the
6 “Alleged Debtor”) was acquired by assignment on about March 18, 2014 under a
7 written instrument entitled “Closing Statement / Receipt of Funds Amendment,” a
8 copy of which is attached as Exhibit 1 to this Statement.

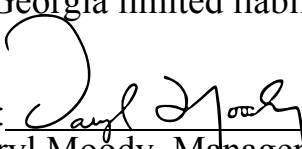
9 2. The consideration received for the assignment was, among other things,
10 the payment made by UAS pursuant to paragraph 2 of Exhibit 1.

11 3. Attached to this Statement as Exhibit 2 is a copy of an instrument dated
12 July 17, 2014, entitled “Binding Amendment to Binding Agreement” which further
13 evidences the assignment, and refers to other payments made by UAS to the Alleged
14 Debtor, which comprise part of the claim.

15 4. No part of the claim was transferred to UAS for the purpose of
16 commencing a bankruptcy case.

17 UAS INVESTMENTS, LLC
18 A Georgia limited liability company

19 DATE: September 1, 2016

20 By: 
21 Daryl Moody, Manager

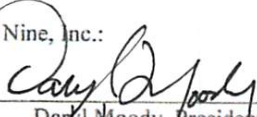
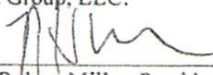
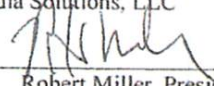
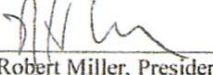
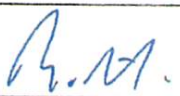
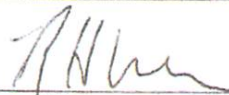
CLOSING STATEMENT / RECEIPT OF FUNDS AMENDMENT

The undersigned parties to that certain Binding Agreement between Mast Nine, Inc. and Leucadia Group, LLC (along with its affiliates Leucadia Engineering, LLC and Leucadia Solutions, LLC, "Leucadia") between Mast Nine, Inc. and Leucadia Engineering, LLC and between Mast Nine, Inc. and Robert Miller and Sean Frisbee, dated as of December 5, 2013 (the "Binding Agreement"), as amended by that certain Amendment to Option Agreement dated as of January 31, 2014 (the "Amendment"), and, collectively with the Binding Agreement, the "Agreement"), hereby acknowledge and agree as follows:

1. Mast Nine, Inc. ("Mast Nine"), on or before March 16, 2014, caused an aggregate of \$178,188 in funds to be paid to Leucadia Group, LLC ("Leucadia") through its affiliate Instrumentation and Engineering Services, Inc. ("IES"), which amounts were applied toward the \$500,000 initial convertible debt investment amount recited in Section B of the Binding Agreement (the "Initial Investment Amount"). This \$178,188 will be treated as a loan to Leucadia, which Leucadia will repay to IES promptly. Including \$1,061 of interest the total payment will be \$179,249. (And in any event within two (2) business days) upon receipt of the full Initial Investment Amount (minus the Leucadia Management Holdback as defined below) from Mast Nine as set forth below. No interest payment will be due April 1, 2014. Leucadia will pay all interest owed July 1, 2014 and quarterly thereafter.
2. Mast Nine, Inc., through its newly-formed affiliate UAS Investments, LLC ("UAS") will pay to Leucadia \$437,688 (this being the entire Initial Investment Amount, minus the remaining Leucadia Management Holdback as defined below) on or before March 19, 2014 (the "Closing Date"). Upon receipt of said amount, the parties agree that Mast Nine will be deemed to have exercised in full its first option to invest in the first \$500,000 of convertible debt of Leucadia, as more fully described in the Binding Agreement. The parties hereby waive any rights to ten (10) days' notice prior to the Closing Date as provided in paragraph 2 of the Amendment.
3. Pursuant to the Binding Agreement, \$90,000 of the Initial Investment Amount of \$500,000 is to be used to pay regular bi-weekly payments to Leucadia Group for compensation of Sean Frisbee for services to IES. Prior to the date of this Closing Statement, a total of \$27,688 has been paid to Leucadia. The remaining \$62,312 of the total \$90,000 will be retained by UAS and paid out bi-weekly to Leucadia over the next nine (9) months (the "Leucadia Management Holdback") for continued payment as required by the Agreement.
4. The parties acknowledge and agree that Mast Nine's entire investment in Leucadia, and all rights Mast Nine has under the Agreement, is hereby assigned to its newly-formed entity UAS. Mast Nine hereby agrees to take any further actions necessary to ensure that UAS is able and willing to carry through with the full terms of the Agreement.
5. The Agreement is hereby amended solely to the extent necessary to incorporate the above terms. All other terms of the Agreement shall remain in effect.

[Signatures on Following Page]

This foregoing Closing Statement / Receipt of Funds Amendment is hereby acknowledged and agreed to by the undersigned on the date set forth below:

Mast Nine, Inc.: By: <u></u> Darl Moody, President Date: <u>3/18/2014</u>	Leucadia Group, LLC: By: <u></u> Robert Miller, President Date: <u>18 Mar 2014</u>
Leucadia Solutions, LLC By: <u></u> Robert Miller, President Date: <u>18 Mar 2014</u>	Leucadia Engineering, LLC By: <u></u> Robert Miller, President Date: <u>18 Mar 2014</u>
<u></u> Sean Frisbee Date: <u>18 Mar 14</u>	<u></u> Robert Miller Date: <u>18 March 2014</u>

BINDING AMENDMENT TO BINDING AGREEMENT

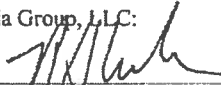

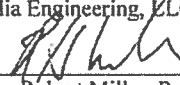


The undersigned parties to that certain Binding Agreement between Mast Nine, Inc. and Leucadia Group, LLC (along with its affiliates Leucadia Engineering, LLC and Leucadia Solutions, LLC, "Leucadia") between Mast Nine, Inc. and Leucadia Engineering, LLC and between Mast Nine, Inc. and Robert Miller and Sean Frisbee, dated as of December 5, 2013 (the "Binding Agreement"), as amended by that certain Amendment to Option Agreement dated as of January 31, 2014 (the "Amendment"), and, collectively with the Binding Agreement, the "Agreement"), desiring to amend said Agreement, hereby agree as follows:

1. Acknowledgement of UAS As Party to All Agreements. In March of 2014, pursuant to that certain Closing Statement (the "Closing Statement") dated on or about March 16, 2014, Mast Nine, Inc. ("Mast Nine") assigned all of its interest in the Agreement to UAS Investments, LLC ("UAS"). Accordingly, UAS is now the proper party to all agreements between Mast Nine and Leucadia, standing in place of Mast Nine for all purposes.
2. IES Services Agreement (\$100,000). As a condition precedent to UAS entering into this Binding Amendment and making further investment in Leucadia, on or before July 22, 2014, UAS will cause an aggregate of \$100,000 in funds to be paid to Leucadia Group, LLC ("Leucadia") through its affiliate Instrumentation and Engineering Services, Inc. ("IES"), pursuant to the terms of that certain Services Agreement between IES and Leucadia. This amount will apply toward the second \$500,000 convertible debt investment amount recited in Section B of the Binding Agreement (the "Second Investment Amount") as if UAS had invested such amount directly.
3. Additional UAS Investment (\$50,000). In addition to the IES Services Agreement amount described in paragraph 2 above, UAS will, on or before July 22, 2014, make an additional \$50,000 investment into Leucadia. This amount will also apply toward the Second Investment Amount, such that a total of \$150,000 out of the total \$500,000 Second Investment Amount (the "\$150,000 Invested Amount") will be deemed to have been made by UAS into Leucadia. The remaining \$350,000 of the Second Investment Amount (the "\$350,000 Remaining Amount") will remain an option that UAS may or may not exercise in its discretion in accordance with the existing terms of the Agreement.
4. Leucadia Promise to Repay \$150,000; UAS Option to Convert Into Equity. In addition to all other terms applicable to the Second Investment Amount pursuant to the Agreement, Leucadia promises to repay to UAS the total \$150,000 Invested Amount on or before July 22, 2017. However, at any time prior to July 22, 2017, UAS, in its sole discretion, will have the option but not the obligation to convert this \$150,000 Invested Amount into ownership equaling 3% of the equity of Leucadia (calculated on a fully diluted basis as of that date). If Leucadia has repaid all or part of the \$150,000 Invested Amount prior to the time UAS decides to exercise this option, then UAS can still exercise the option by paying back to Leucadia whatever amount has been repaid through the date of exercise of the option by UAS.
5. \$350,000 Remaining Investment Amount. If UAS elects to exercise its option to make invest the \$350,000 Remaining Amount, Leucadia will pay to UAS interest on such amount at the rate of five percent (5%), with such interest payments to be made quarterly at the end of each quarter after such amount is invested. Leucadia will pay UAS the \$350,000 principal on or before the date which is three (3) years after the investment is made. At any time prior to July 22, 2017, UAS, in its sole discretion, will have the option but not the obligation to convert this \$350,000 Remaining Amount into ownership equaling 7% of the equity of Leucadia (calculated on a fully diluted basis as of that date). If Leucadia has repaid all or part of the \$350,000 Remaining Amount prior to the time UAS decides to exercise this option, then UAS can still exercise the option by paying back to Leucadia whatever amount has been repaid through the date of exercise of the option by UAS.

6. Continued Salary Payments Allowed. Pursuant to the Binding Agreement, certain funds were to be used to pay each of Robert Miller and Sean Frisbee salaries of \$180,000 per year out of Leucadia's revenues. Leucadia's revenues are insufficient at this time to support such salaries. The parties agree that Leucadia may use the amounts being invested by UAS (including the amount being invested by IES pursuant to the Services Agreement) to pay such salaries for the next calendar year ending July 22, 2015; provided that, such salaries shall only be paid after all other expenses and salaries necessary for Leucadia to continue to function in its current line of business are paid first. If Leucadia has to liquidate assets in order to pay its ongoing obligations, or is forced into bankruptcy or orderly wind down due to being unable to meet ongoing obligations, all salary payments to Frisbee and Miller will be suspended and no payments for past due salary will be owed thereafter unless and until all other expenses of the company have been satisfied. UAS reserves the right to cancel the terms of this Section 6 and revert to the Agreement as it stood prior to the date of this Binding Amendment with respect to the salary provisions.
7. Liquidation Preference for All Amounts Invested by UAS. In addition to the above terms, the parties agree that UAS will be entitled to be paid back all amounts invested by it (including amounts invested by Mast Nine or IES) into Leucadia repaid as a preference prior to any amounts being distributed to other shareholders (including Miller and Frisbee), but after repayment of any existing or future loans by shareholders or other creditors of the company, which loans shall remain a priority in order of payout in accordance with normal priority rules (i.e. secured creditors as a class, then unsecured creditors as a class, then preferred equity holders, then common). This preference will exist after any conversion. By way of example only, if UAS makes all of the investments it currently has options to make and exercises its right to convert that debt into ownership of Leucadia, it will own 33.3% of Leucadia. Under this Agreement, as amended, if Leucadia were then to make \$10,000,000 in earnings or sell for \$10,000,000 in net proceeds, the first \$1,575,000 would be paid to UAS to make UAS whole for previous investments made in Leucadia. After this liquidation preference is made, all owners of Leucadia will receive payments in proportion to their ownership in Leucadia. Assuming for this example that both Sean Frisbee and Robert Miller also own 33.3% of Leucadia, after UAS was paid \$1,575,000, there would be \$8,425,000 remaining out of the \$10,000,000. This amount would be shared with each owner receiving 33.3% or \$2,808,333.33.
8. The Agreement is hereby amended solely to the extent necessary to incorporate the above terms, All other terms of the Agreement shall remain in effect. No waiver by UAS of a term of the Agreement that is embodied by this Binding Amendment shall constitute a waiver of such term or any other term in the future.

[Signatures on Following Page]

This foregoing Binding Amendment is hereby acknowledged and agreed to by the undersigned on the date set forth below:

UAS Investments, LLC: By: _____ Daryl Moody, President and Manager Date: _____	Leucadia Group, LLC: By:  Robert Miller, President Date: <u>17 July 2014</u>
Leucadia Solutions, LLC By:  Robert Miller, President Date: <u>17 July 2014</u>	Leucadia Engineering, LLC By:  Robert Miller, President Date: <u>17 July 2014</u>
 Sean Frisbee Date: <u>17 July 2014</u>	 Robert Miller Date: <u>17 July 2014</u>