

**United States Bankruptcy Court  
Western District of Missouri**

**Voluntary Petition**

Name of Debtor (if individual, enter Last, First, Middle): <b>Mountain Valley Water LLC</b>	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): <b>Springfield Water Company</b>	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN(if more than one, state all): <b>26-1517692</b>	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN(if more than one, state all):
Street Address of Debtor (No. & Street, City, and State): <b>2101 West Chesterfield, #100-15 Springfield, MO</b>	Street Address of Joint Debtor (No. & Street, City, and State):
ZIP CODE <b>65807</b>	ZIP CODE
County of Residence or of the Principal Place of Business: <b>Greene</b>	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):
ZIP CODE	ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above):  
**2101 W. Chesterfield, #100-15, Springfield, MO**

ZIP CODE **65807**

<p align="center"><b>Type of Debtor</b> (Form of Organization) (Check one box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.) _____</p>	<p align="center"><b>Nature of Business</b> (Check one box)</p> <p><input type="checkbox"/> Health Care Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <hr/> <p align="center"><b>Tax-Exempt Entity</b> (Check box, if applicable)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code.)</p>	<p align="center"><b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box)</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <hr/> <p align="center"><b>Nature of Debts</b> (Check one box)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>
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<p align="center"><b>Filing Fee</b> (Check one box)</p> <p><input checked="" type="checkbox"/> Full Filing Fee attached</p> <p><input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b) See Official Form 3A.</p> <p><input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.</p>	<p align="center"><b>Chapter 11 Debtors</b></p> <p><b>Check one box:</b></p> <p><input checked="" type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p><input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p><b>Check if:</b></p> <p><input checked="" type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000.</p> <p>-----</p> <p><b>Check all applicable boxes</b></p> <p><input type="checkbox"/> A plan is being filed with this petition</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).</p>
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<p><b>Statistical/Administrative Information</b></p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p>	<p><b>THIS SPACE IS FOR COURT USE ONLY</b></p>																				
<p>Estimated Number of Creditors</p> <table style="width:100%; text-align: center;"> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>1-49</td> <td>50-99</td> <td>100-199</td> <td>200-999</td> <td>1,000-5,000</td> <td>5,001-10,000</td> <td>10,001-25,000</td> <td>25,001-50,000</td> <td>50,001-100,000</td> <td>Over 100,000</td> </tr> </table>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	Over 100,000	
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**United States Bankruptcy Court**

**Western District of Missouri**

In re:

Case No. \_\_\_\_\_  
Chapter **11**

**Mountain Valley Water LLC**

**STATEMENT REGARDING AUTHORITY TO SIGN AND FILE PETITION**

I, **John Spitz**, declare under penalty of perjury that I am the sole general partner of **Mountain Valley Water LLC**, a **Missouri** limited partnership, and that I am authorized to file a voluntary petition commencing a chapter 11 voluntary bankruptcy case on behalf of the partnership.

Executed on: **8/21/2009** \_\_\_\_\_

Signed: **/s/ John Spitz** \_\_\_\_\_  
**John Spitz**

B 203  
(12/94)

UNITED STATES BANKRUPTCY COURT  
Western District of Missouri

In re: Mountain Valley Water LLC  
Debtor

Case No. \_\_\_\_\_  
Chapter 11

**DISCLOSURE OF COMPENSATION OF ATTORNEY  
FOR DEBTOR**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>6,460.00</u>
Prior to the filing of this statement I have received	\$	<u>6,460.00</u>
Balance Due	\$	<u>0.00</u>

2. The source of compensation paid to me was:

- Debtor
- Other (specify)

3. The source of compensation to be paid to me is:

- Debtor
- Other (specify)

4.  I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a) Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b) Preparation and filing of any petition, schedules, statement of affairs, and plan which may be required;
- c) Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d) [Other provisions as needed]

**A. For attorney's services Debtor shall be charged at attorney's standard hourly rate and Debtor has paid a retainer in the amount of \$6,460.00.**

**B. See Attachment 1 for complete Attorney Employment Agreement.**

6. By agreement with the debtor(s) the above disclosed fee does not include the following services:

**None**

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: 8/21/2009

/s/ David E. Schroeder  
David E. Schroeder, Bar No. 32724

David Schroeder Law Offices, P.C.  
Attorney for Debtor(s)

**ATTORNEY EMPLOYMENT AGREEMENT**  
**(CHAPTER 11 BANKRUPTCY PROCEEDING)**

WHEREAS, the undersigned party, hereinafter designated as "Client" is desirous of retaining DAVID SCHROEDER LAW OFFICES, P.C., and the undersigned attorney to represent it with respect to its current legal financial situation and the law firm and attorney is desirous of representing Client, and

WHEREAS, The rules of professional conduct suggests that attorneys have written agreements with clients regarding matters being handled and fees, and

THEREFORE, it is mutually agreed to as follows:

A. The attorney hereby agrees to represent Client with respect to the analysis of Client's financial situation and render advice and assistance to the Client in determining whether to file a Petition under Title 11 of the United States Code. Additional services to be rendered include the preparation and filing of the Petition, Schedules, and Statement of Affairs and other documents required by the Court, together with representation of the Client at the Debtor Interview and Meeting of Creditors. For compensation and for attorney's services, time and attorney fees limited to the service or services described, Client agrees to pay the attorney a prepaid advance payment retainer or fee of \$6,460.00. The prepaid charge paid may, in the law firm's sole discretion, be retained in the law firm trust account or applied against charges for the afore-described services and is deemed earned upon receipt. The source of payment was disclosed in Disclosure of Compensation filed herein.

B. All services rendered or to be rendered in the future beyond the services previously described shall be charged at the law firm's standard hourly rate currently ranging from \$150.00 to \$260.00 for attorneys and \$65.00 for legal assistants or paralegals. Hourly charges shall include telephone conferences, voice mail retrieval and response, research, receipt and review of correspondence and pleadings, drafting of pleadings and correspondence, trial preparation, as well as such other matters that may be necessary for disposition of the matter or matters relating to the representation. In addition to hourly charges, Client agrees to pay for all costs, including but not limited to court costs, filing fees, court reporting costs, transcripts, long distance telephone charges, postage and copy charges and any charges that the firm may in its discretion incur as the result of employment of investigators or appraisals. Client has also advanced the court costs or filing fee of \$1,039.00.

C. Client agrees to pay all fees due upon request and understands that failure to pay attorney fees may be a basis for the attorney withdrawing from the case. Payment is due upon receipt of statements following Bankruptcy Court approval, if applicable. Unpaid balances shall bear interest at the rate of One and Five-Tenths percent (1.5%) per month for each Thirty (30) day period the balance remains unpaid. In the event legal action is taken to collect any past-due balance, Client agrees to pay costs of collection, including court costs and attorney fees.

D. Client may discharge the attorney at any time, subject to Court approval. The attorney may withdraw with the Client's consent or for good cause, subject to Court approval, which includes any breach by the Client of this representation agreement. When the attorney's services conclude, all unpaid charges are immediately due, and the attorney will deliver to Client any funds or other property of Clients in the attorney's possession.

Executed and terms accepted.

MOUNTAIN VALLEY WATER LLC

Dated this 20 day of August, 2009

BY s/ John Spitz, Managing Member.

APPROVED:

DAVID SCHROEDER LAW OFFICES, P.C.

BY: s/ David E. Schroeder

David E. Schroeder  
Attorney for Debtor

Empire Bank  
Bankcard Center  
PO Box 8000  
Jefferson City MO 65102

Empire Bank  
PO Box3397  
Springfield MO 65808

Mountain Valley Spring Company LLC  
283 Mountain Valley Water Place  
Hot Springs AR 71909

MOW 1009-1.2 (05/07)

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MISSOURI

IN RE:

**Mountain Valley Water LLC**

Debtor(s)

)  
)  
)  
)  
) Case No.  
)  
)  
)

**VERIFICATION OF MAILING MATRIX**

The above-named Debtor(s) hereby verifies that the attached list of creditors is true and correct to the best of my knowledge and includes the name and address of my ex-spouse (if any).

Date: 8/21/2009

/s/ John Spitz  
**John Spitz, Managing Member**  
Signature of Debtor



**United States Bankruptcy Court  
Western District of Missouri**

In re Mountain Valley Water LLC, Case No. \_\_\_\_\_  
Debtor Chapter 11

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	<i>Amount of claim [if secured also state value of security]</i>
Mountain Valley Spring Company LLC 283 Mountain Valley Water Place Hot Springs AR 71909		open account	UNLIQUIDATED	\$39,669.69
Empire Bank Bankcard Center PO Box 8000 Jefferson City MO 65102		business credit card	UNLIQUIDATED	\$2,289.38

**DECLARATION UNDER PENALTY OF PERJURY  
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, John Spitz, Managing Member of the Corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date: 8/21/2009

Signature: /s/ John Spitz

**John Spitz ,Managing Member**  
(Print Name and Title)

Penalty for making a false statement or concealing property. Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C §§ 152 and 3571.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF MISSOURI SOUTHERN DIVISION

IN RE: )
MOUNTAIN VALLEY WATER LLC ) Case No.
Debtor. )

LOCAL RULE 2015-2A and B STATEMENT

COMES NOW Debtor herein, and having been duly sworn upon oath, states as follows:

A. Pursuant to Local Rule 2015-2A and B, in the best information and belief of the undersigned, the following is true:

- 1. No prior petition in bankruptcy has been filed on behalf of Debtor.
2. There are no judgments pending against Debtor;
3. No property of the Debtor is in the hands of a public officer, receiver, trustee, assignee for the benefit of creditors, mortgagee, pledgee, or assignee of rents;
4. Following deposits are being held by utility companies: None.

B. As to projected operating statements, pursuant to Local Rule 2015-2A and B, in the best information and belief of the undersigned, the following is true:

- 1. No sums of money are proposed to be paid for services for a period of thirty (30) days following the filing of this Petition except for general operations;
2. The amounts proposed to be paid for services for a period of thirty (30) days to the Debtor is: None anticipated other than operating expenses.
3. The estimated gain in the operation for the Debtor's business for a period of thirty (30) days following the filing of the Petition is unknown at this time.
4. Debtor has 1 employee.

MOUNTAIN VALLEY WATER LLC

By/S/ John Spitz
Managing Member

STATE OF MISSOURI )
) ss:
COUNTY OF GREENE )

I, Corporate Officer of the above-named Debtor, hereby swear that the statements contained herein are true according to the best of my knowledge, information and belief.

/s/ John Spitz
Managing Member

Subscribed and sworn to before me, a Notary Public, this 20th day of August, 2009.

/s/Geri Hunt
Notary Public #09480120

My commission expires: July 7, 2013
(seal)