

United States Bankruptcy Court Northern District of West Virginia

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): Wild Goose Farm, LLC
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):
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) 26-0672485
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. and Street, City, and State): 2935 and 2937 Shepherd Grade Road Shepherdstown, WV
Street Address of Joint Debtor (No. and Street, City, and State):
ZIP Code 25443
ZIP Code
County of Residence or of the Principal Place of Business: Jefferson
County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): 767 East Washington Street Charles Town, WV
Mailing Address of Joint Debtor (if different from street address):
ZIP Code 25414
ZIP Code

Location of Principal Assets of Business Debtor (if different from street address above):

Type of Debtor (Form of Organization) (Check one box)
Nature of Business (Check one box)
Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)
Chapter 15 Debtors
Country of debtor's center of main interests:
Each country in which a foreign proceeding by, regarding, or against debtor is pending:
Tax-Exempt Entity (Check box, if applicable)
Nature of Debts (Check one box)

Filing Fee (Check one box)
Chapter 11 Debtors
Check one box:
Check if:
Check all applicable boxes:

Statistical/Administrative Information
Debtor estimates that funds will be available for distribution to unsecured creditors.
Estimated Number of Creditors
Estimated Assets
Estimated Liabilities

THIS SPACE IS FOR COURT USE ONLY

Voluntary Petition <i>(This page must be completed and filed in every case)</i>	Name of Debtor(s): Wild Goose Farm, LLC
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All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)

Location Where Filed: - None -	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor: - None -	Case Number:	Date Filed:
District:	Relationship:	Judge:

<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
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Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of this petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):
Wild Goose Farm, LLC

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Attorney*

X /s/ Lawrence J. Yumkas
Signature of Attorney for Debtor(s)

Lawrence J. Yumkas
Printed Name of Attorney for Debtor(s)

Yumkas, Vidmar & Sweeney, LLC
Firm Name

2530 Riva Road, Suite 400
Annapolis, MD 21401

Address

Email: lyumkas@yvslaw.com

443-569-0758 Fax: 410-571-2798
Telephone Number

March 21, 2012
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

Address

X _____
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Christopher B. Shultz
Signature of Authorized Individual

Christopher B. Shultz
Printed Name of Authorized Individual

Managing Member
Title of Authorized Individual

March 21, 2012
Date

United States Bankruptcy Court
Northern District of West Virginia

In re Wild Goose Farm, LLC

Debtor(s)

Case No. _____

Chapter 11

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(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>
Appalachian Surveys, PLLC P. O. Box 342 Charles Town, WV 25414	Appalachian Surveys, PLLC P. O. Box 342 Charles Town, WV 25414			5,400.00
Dewberry & Davis 1503 Edwards Ferry Road, Suite 200 Leesburg, VA 20176-6680	Dewberry & Davis 1503 Edwards Ferry Road, Suite 200 Leesburg, VA 20176-6680	architectural and engineering services		73,771.89
Kable Excavating, LLC 322 West Washington Street Charles Town, WV 25414	Kable Excavating, LLC 322 West Washington Street Charles Town, WV 25414	excavating and site preparations		300,000.00
Mid Atlantic Farm Credit, ACA 45 Aileron Court Westminster, MD 21158-0770	Mid Atlantic Farm Credit, ACA 45 Aileron Court Westminster, MD 21158-0770	Wild Goose Farm - 163 acres located at 2985 and 2987 Shepherd Grade Road, Shepherdstown, WV 25433. Property includes two houses, a barn and developab	Disputed	3,300,000.00 (2,540,000.00 secured)
William Caperton and Susan Caperton 5270 Valley Road Berkeley Springs, WV 25411	William Caperton and Susan Caperton 5270 Valley Road Berkeley Springs, WV 25411	Wild Goose Farm - 163 acres located at 2985 and 2987 Shepherd Grade Road, Shepherdstown, WV 25433. Property includes two houses, a barn and developab		1,000,000.00 (2,540,000.00 secured) (3,300,000.00 senior lien)

B4 (Official Form 4) (12/07) - Cont.
In re Wild Goose Farm, LLC

Debtor(s)

Case No. _____

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS
(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <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>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>

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

I, the 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 March 21, 2012

Signature /s/ Christopher B. Shultz
Christopher B. Shultz
Managing Member

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.

**United States Bankruptcy Court
Northern District of West Virginia**

In re Wild Goose Farm, LLC

Debtor(s)

Case No.

Chapter 11

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

2. Income other than from employment or operation of business

None State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

3. Payments to creditors

None *Complete a. or b., as appropriate, and c.*

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

None a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Mid Atlantic Farm Credit, ACA v. Wild Goose Farm, LLC	foreclosure		substitute trustee's auction sale set for 3/22/12

None b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

5. Repossessions, foreclosures and returns

None List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

None a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

None List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

None List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

None List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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10. Other transfers

- None a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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- None b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

- None List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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12. Safe deposit boxes

- None List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

- None List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

- None List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
Christopher Shultz and Charles Shultz	All personal property on the Debtor's real property, other than the personal property contained by Charles Shultz's home, which property belongs to Charles Shultz.	
	The Debtor's real property includes two occupied homes and a storage barn. None of the personal property contained in and around the homes and barn belong to the Debtor. Similarly, the livestock on the farm is not owned by the Debtor.	

15. Prior address of debtor

None If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

None If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF
GOVERNMENTAL UNIT

DOCKET NUMBER

STATUS OR DISPOSITION

18 . Nature, location and name of business

None

a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
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None

b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

19. Books, records and financial statements

None

a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
Eric J. Lewis, CPA Ours, Lawyer & Lewis 205 West Liberty Street Charles Town, WV 25414	2007-present

None

b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
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None

c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
Christopher B. Shultz	767 East Washington Street Charles Town, WV 25414

None d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS DATE ISSUED

20. Inventories

None a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
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None b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
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21. Current Partners, Officers, Directors and Shareholders

None a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
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None b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
Christopher B. Shultz 2935 Shephard Grade Road Shepherdstown, WV 25443	Managing Member	75% ownership
Charles C. Schultz 2935 Shephard Grade Road Shepherdstown, WV 25443	Member	25% ownership

22. Former partners, officers, directors and shareholders

None a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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None b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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23. Withdrawals from a partnership or distributions by a corporation

None If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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24. Tax Consolidation Group.

- None If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

- None If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date March 21, 2012

Signature /s/ Christopher B. Shultz
Christopher B. Shultz
Managing Member

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

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

United States Bankruptcy Court
Northern District of West Virginia

In re Wild Goose Farm, LLC
Debtor

Case No. _____

Chapter 11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	2,540,000.00		
B - Personal Property	Yes	3	100.00		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	1		4,300,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	1		379,171.89	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	9			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		17			
			Total Assets	2,540,100.00	
			Total Liabilities	4,679,171.89	

**United States Bankruptcy Court
Northern District of West Virginia**

In re Wild Goose Farm, LLC
Debtor

Case No. _____

Chapter 11

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	
Student Loan Obligations (from Schedule F)	
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	
TOTAL	

State the following:

Average Income (from Schedule I, Line 16)	
Average Expenses (from Schedule J, Line 18)	
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column		
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		
4. Total from Schedule F		
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		

In re Wild Goose Farm, LLC Case No. _____
 Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Wild Goose Farm - 163 acres located at 2985 and 2987 Shepherd Grade Road, Shepherdstown, WV 25433. Property includes two houses, a barn and developable lots.		-	2,540,000.00	4,300,000.00

Sub-Total > **2,540,000.00** (Total of this page)

Total > **2,540,000.00**

In re Wild Goose Farm, LLC
Debtor

Case No. _____

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Checking Account (*446) Mon Valley Bank	-	100.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > **100.00**
(Total of this page)

In re Wild Goose Farm, LLC
Debtor

Case No. _____

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

Sub-Total > **0.00**
(Total of this page)

In re Wild Goose Farm, LLC
Debtor

Case No. _____

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		Contingent future interest in form of preservation payment, application pending. Would reduce value of real property by an amount equal to the payment for the development rights.	-	Unknown

Sub-Total > **0.00**
(Total of this page)
Total > **100.00**
(Report also on Summary of Schedules)

In re Wild Goose Farm, LLC, Debtor

Case No. _____

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor" ,include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H W J C	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN						
Account No. Mid Atlantic Farm Credit, ACA 45 Aileron Court Westminster, MD 21158-0770	X -	11/7/07 Wild Goose Farm - 163 acres located at 2985 and 2987 Shepherd Grade Road, Shepherdstown, WV 25433. Property includes two houses, a barn and developable lots.				X	3,300,000.00	760,000.00
		Value \$ 2,540,000.00						
Account No. William Caperton and Susan Caperton 5270 Valley Road Berkeley Springs, WV 25411	X -	Wild Goose Farm - 163 acres located at 2985 and 2987 Shepherd Grade Road, Shepherdstown, WV 25433. Property includes two houses, a barn and developable lots.					1,000,000.00	1,000,000.00
		Value \$ 2,540,000.00						
Account No.								
		Value \$						
Account No.								
		Value \$						
Subtotal								
(Total of this page)							4,300,000.00	1,760,000.00
Total							4,300,000.00	1,760,000.00
(Report on Summary of Schedules)								

0 continuation sheets attached

In re Wild Goose Farm, LLC
Debtor

Case No. _____

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

Deposits by individuals

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

In re Wild Goose Farm, LLC Case No. _____
 Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.						
Appalachian Surveys, PLLC P. O. Box 342 Charles Town, WV 25414		-				5,400.00
Account No.		architectural and engineering services				
Dewberry & Davis 1503 Edwards Ferry Road, Suite 200 Leesburg, VA 20176-6680		-				73,771.89
Account No.		2008 excavating and site preparations				
Kable Excavating, LLC 322 West Washington Street Charles Town, WV 25414		-				300,000.00
Account No.						
Subtotal (Total of this page)						379,171.89
Total (Report on Summary of Schedules)						379,171.89

0 continuation sheets attached

In re Wild Goose Farm, LLC
Debtor

Case No. _____

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
--	--

In re Wild Goose Farm, LLC
 Debtor

Case No. _____

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Charles C. Schultz 767 East Washington Street Charles Town, WV 25414	Mid Atlantic Farm Credit, ACA 45 Aileron Court Westminster, MD 21158-0770
Charles C. Schultz 767 East Washington Street Charles Town, WV 25414	William Caperton and Susan Caperton 5270 Valley Road Berkeley Springs, WV 25411
Christopher B. Shultz 767 East Washington Street Charles Town, WV 25414	Mid Atlantic Farm Credit, ACA 45 Aileron Court Westminster, MD 21158-0770
Christopher B. Shultz 767 East Washington Street Charles Town, WV 25414	William Caperton and Susan Caperton 5270 Valley Road Berkeley Springs, WV 25411
Commercial Associates 767 East Washington Street Charles Town, WV 25414 Recourse to real property, legal descriptions of which are attached hereto. Guaranty liability capped at \$250,000 of potential liability.	Mid Atlantic Farm Credit, ACA 45 Aileron Court Westminster, MD 21158-0770

MIDATLANTIC FARM CREDIT ACA
158 CRINSON CIRCLE
MARTINSBURG, WV 25403-6611

Jennifer S Mashan
JEFFERSON County 11:50:00 AM
Instrument No 2010004162
Date Recorded 03/15/2010
Document Type TRUST
Book-Page 1797-698
Recording Fee \$14.00
Additional \$5.00

COPY

MidAtlantic Farm Credit, ACA

Loan No.031 040 465336-01

THIS IS A CREDIT LINE DEED OF TRUST

THIS CREDIT LINE DEED OF TRUST, made this 12th day of March, in the year 2010, by and between Wild Goose Farm LLC, Christopher B Shultz and Charles C Shultz Commercial Associates, LLC

_____ of Jefferson County, in the state of West Virginia, hereinafter called "Grantor," and David Pill and Scott Swaim, of the counties of Berkeley and Morgan, West Virginia and West Virginia, respectively, Trustees, either or both of whom may act, hereinafter called "Trustee."

Communications or notices contemplated under Section 38-1-14 of the West Virginia Code may be mailed or delivered to the Beneficiary's principal place of business, which is 45 Aileron Ct Westminster, MD 21158-0770.

For purposes of Section 4, Article I, Chapter 38 of the West Virginia Code, any notice of Trustee's sale shall be mailed to the Grantors hereunder at the following address (or such other address subsequently given to the Beneficiary in writing by the Grantors): 982 Somerset Blvd Charles Town, WV 25414

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, and in consideration of the loan(s) hereafter described the Grantor does hereby grant and convey with general warranty to said Trustee the following property:

See Attached Exhibit A & Exhibit B

TOGETHER with all hereditaments and appurtenances hereunto belonging and all rents, issues and profits thereof and all improvements thereon and all fixtures and accessories now or hereafter annexed and attached thereto.

IN TRUST to secure unto MidAtlantic Farm Credit, ACA (hereinafter called the "Beneficiary"), the performance of the covenants herein contained and to secure unto the Beneficiary the payment when due of the following described indebtedness: (a) All indebtedness and obligations of the Grantor to the Beneficiary or the Trustee which arise under the provisions of any of the Grantor's covenants and agreements herein; (b) Any renewals, extensions, refinances, modifications, reamortization and other rearrangements; and (c) Indebtedness of the Grantor to the Beneficiary not exceeding in the aggregate at any one time outstanding Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), plus interest thereon and costs

of collection, whether now existing or hereafter arising within TEN years from the date hereof, whether direct or indirect, fixed or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, whether contracted by the Grantor alone, jointly, or jointly and severally with another, whether originally contracted with the Beneficiary or acquired by the Beneficiary by assignment, transfer or otherwise from another. Such indebtedness may, but need not, be evidenced by a note or notes made by the Grantor or by the Grantor's endorsement or guaranty of the obligations of another to the Beneficiary.

ANYTHING contained herein or elsewhere to the contrary notwithstanding, this deed of trust secures the indebtedness and the obligations described above, and the Grantor hereby acknowledges and agrees that this deed of trust shall survive and shall not be merged into any other deed of trust, mortgage or security agreement executed by the Grantor in favor of the Beneficiary (this deed of trust and such other documents being hereinafter collectively called a "Security Instrument"), whether now existing or hereafter entered into, even though the Beneficiary, one or both of the Trustees and the Beneficiary intend, if one or more Security Instruments are recorded against the property, that such Security Instruments shall not be merged and that each such Security Instrument, and the liens, encumbrances and security interests created thereby, shall survive separately.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Grantor shall extend to and bind his heirs, devisees, successors, and assigns.

GRANTOR covenants and agrees, jointly and severally, with the Trustee and the Beneficiary as follows:

First: That nothing herein contained shall be construed to necessarily obligate the Beneficiary to make loans and advances to the Grantor and that the sole purpose of this deed of trust is to provide collateral security for presently existing indebtedness and for loans and advances the Beneficiary may hereafter make to the Grantor; that the obligation, or lack thereof, of the Beneficiary to make any future loans or advances to the Grantor is not contained herein, but rather is set forth in the note(s) or other loan documents evidencing Grantor's indebtedness to the Beneficiary.

Second: That he warrants specifically the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey the same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite; and that he will use the proceeds of the loan(s) secured hereby solely for the purposes set forth in his application(s) for said loan(s).

Third: That should the title to the hereby described property be acquired by any person, partnership or corporation, other than the Grantor, by voluntary or involuntary grant or assignment, or in any other manner without the Beneficiary's written consent, or should the same be encumbered by the Grantor, his heirs, personal representatives and assigns, without the Beneficiary's written consent, that all of said indebtedness shall at the option of the Beneficiary immediately become due and owing.

Fourth: That he will pay or cause to be paid when due all indebtedness secured hereby, and any extensions, renewals, refinances, modifications, reamortizations, or other rearrangements, thereof, together with all interest thereon, and all other sums, including but not limited to any prepayment or late charges, payable by him in accordance with the terms of this deed of trust and the note(s) secured hereby, and agrees to pay the said indebtedness without any set-off whatever, and that he hereby expressly waives, to the extent set forth in the note(s) secured hereby and, in any event, to the extent of the property described herein, the benefit of all exemptions, homestead or otherwise, under the law of this or any other state.

Fifth: That he hereby assigns to the Beneficiary as additional collateral all royalties or other monies due or to become due from any surface or subsurface right or for any right or privilege other than for agricultural purposes in any way affecting or pertaining to the property herein described and all monies which may become due in any condemnation proceedings affecting the said premises and all sums received may be applied, at the option of the Beneficiary, to the discharge of any part or all of the indebtedness secured hereby, whether or not the same be due and payable, or at the option of the Beneficiary, such sums may be returned to the Grantor and the Grantor will not grant any surface or subsurface rights without the written consent of the Beneficiary. Without in any way limiting the generality of the foregoing, the above mentioned rights and privileges with respect to which said royalties or other monies are assigned as additional collateral shall include, but not be limited to, surface or subsurface mineral easements and profits, rights to use of air space, land use rights, and agreements restricting particular land uses, including nonagricultural uses.

Sixth: That, upon request of the Beneficiary, the Grantor will furnish to the Beneficiary annually, for each person or other entity obligated to repay the indebtedness secured hereby, within 120 days after the end of the reporting obligor's fiscal year, a balance sheet as of the end of such fiscal year, and a profit and loss statement for the year then ending, in each case in form and substance acceptable to the Beneficiary and certified as being true and correct and containing no material misrepresentations or omissions. If the principal amount of the indebtedness secured hereby is in excess of \$100,000.00, or if the value of the permanent improvements to the land which are used for production and/or storage of agricultural products is more than 25% of the total value of the collateral securing such indebtedness, such financial information shall be so provided without request by the beneficiary. If such financial information is not furnished as above required, and such failure continues for thirty days after written notice to the Grantor of such failure, such failure shall constitute an event of default hereunder.

Seventh: That he will insure and keep insured buildings and other improvements now on or which may hereafter be placed on said premises against loss or damage by fire, lightning, explosion, riot, aircraft and vehicle damage, smoke, windstorm or hail in companies and amounts satisfactory to the Beneficiary, which amount of insurance coverage shall in any event, at the minimum, equal either the balance of the indebtedness secured hereby, the actual cash value of the property insured or the replacement cost of the property insured, whichever is less. In addition to other insurance coverages, if the property is located in a government mandated flood area where participation in a Federal Flood Insurance Program is required, Grantor will obtain and maintain flood insurance in such amount as Beneficiary requires on all buildings, improvements, fixtures and any mobile home(s), now existing or hereafter erected, placed or maintained on

or in the premises described in this deed of trust, together with all other personal property securing Grantor's obligations to Beneficiary and maintained in or on such buildings, improvements, fixtures or mobile home(s), until the loans, future advances and all other indebtedness secured by such property and this deed of trust are fully paid. Beneficiary may require Grantor to obtain and maintain such flood insurance at the time the loan(s) secured hereby are made or at any time thereafter until the loans secured by such property are fully paid. Grantor further agrees to pay Beneficiary all reasonable fees and costs incurred in determining whether any of such property is located in an area having special flood hazards including determination fees (of initial and subsequent determination as well as fees for monitoring the flood hazard status of the property during the life of the loan), together with the cost of premiums and fees incurred with purchasing flood insurance for Grantor, if Grantor fails to do so within the time period required by Beneficiary. Any such fees, premiums or costs shall, in the Beneficiary's sole discretion, be due and payable on demand or as otherwise provided in the promissory note(s) secured hereby or this deed of trust. Any policy evidencing such insurance shall be deposited with and loss thereunder to be payable to the Beneficiary as its interest may appear. In the event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss to the order of the Beneficiary only, instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary to the restoration or repair of the damaged property or at the option of the Beneficiary may be applied to the reduction of the indebtedness secured hereby. If Beneficiary elects to apply such proceeds to said indebtedness, Beneficiary shall have sole discretion as to the manner in which the application of such proceeds is distributed among principal, interest, charges, penalties, expenses, and costs, etc. comprising the indebtedness secured hereby. In the event of foreclosure of this deed of trust or the transfer of title to the premises herein described in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

Eighth: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property herein described; and in the event Grantor fails to pay the same when due or fails to maintain insurance as herein provided, the Beneficiary may make such payment or provide such insurance, and amounts paid therefor shall become a part of the indebtedness secured hereby and bear interest at the billing rate then in effect from the date of payment.

Ninth: That notwithstanding any of the provisions of this deed of trust for payment of insurance premiums, taxes, and assessments, the Beneficiary may at its option require the same to be paid to the Beneficiary in installments. That upon exercise of said option by written notice from the Beneficiary by ordinary mail, and in addition to installment payments on the indebtedness secured hereby, Grantor shall pay to Beneficiary until said indebtedness is fully paid, installments of taxes and special assessments levied or to be levied against the premises covered by this deed of trust, and installments of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Beneficiary in amounts, for periods, and in a company or companies satisfactory to the Beneficiary. These installments shall be equal to estimated premium or premiums for such insurance, taxes and assessments next due (as estimated by the Beneficiary) less installments already paid therefor, divided by the number of installment payments (whether annual, semiannual, quarterly, or monthly) that are to become due on the indebtedness secured hereby before one month prior to the date when such premium or premiums and taxes and assessments become delinquent.

Tenth: That he will keep all improvements now or hereafter located on the premises in good repair; that he will maintain and work the premises herein described in a good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises except for domestic use without the written consent of the Beneficiary and the Beneficiary shall have the right by injunction or otherwise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the Beneficiary.

Eleventh: That he hereby represents and warrants to Beneficiary that there are no materials (hereinafter collectively called "Special Materials") presently located on or near the premises which, under Federal, state or local law, statute, ordinance, regulation or standard, or administrative or court order or decree or private agreement (hereinafter collectively called "Environmental Requirements"), require special handling in use, generation, collection, storage, treatment or disposal, or payment of costs associated with responding to the lawful directives of any court or agency of competent jurisdiction or for similar economic loss. Such Special Materials include those that violate any national or local contingency plan or the release or threatened release of which may violate or create liability under the Environmental Requirements. Such Special Materials also include (a) asbestos in any form, (b) urea formaldehyde foam insulation, (c) paint containing lead, or (d) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls (commonly referred to as "PCBs"). Grantor further represents and warrants to Beneficiary that the premises are not now being used nor have they ever been used in the past for the activities including the use, generation, collection, storage, treatment or disposal of any Special Materials, and in particular, without limiting the generality of the foregoing, the premises are not now being used nor have they ever been used in the past for a landfill, surface impoundment or other area for the treatment, storage or disposal of solid waste (including solid waste such as sludge). Grantor will not place or permit to be placed any such Special Materials on or near the premises. Nothing herein shall be deemed to prohibit or restrict the use, collection, storage, treatment or disposal in a manner consistent with applicable Environmental Requirements, of insecticides, herbicides, or other pesticides, fertilizers or petroleum products (including gasoline, motor fuel, crankcase oil, heating oil) as part of the agricultural operations now or hereafter conducted by the Grantor on the premises in a good and husbandlike manner. Grantor further represents and warrants to Beneficiary that there are no wells or septic tanks or other underground tanks (whether currently in use or abandoned-in-place) on the premises serving any other property and that there are no wells or septic tanks on other property serving the premises. If at any time it is determined that there are Special Materials located on the premises which under any Environmental Requirements require special handling in use, generation, collection, storage, treatment or disposal, Grantor shall within thirty days after having obtained actual knowledge thereof, take or cause to be taken, at Grantor's sole expense, such

actions as may be necessary to comply with all Environmental Requirements. If Grantor shall fail to take such action, Beneficiary may make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation to the extent permitted by applicable law, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Grantor and all sums so advanced or paid shall become a part of the indebtedness secured hereby. Failure of Grantor to comply with all Environmental Requirements shall constitute and be a default under this Security Instrument. Grantor hereby agrees to indemnify and hold Beneficiary harmless to the extent permitted by applicable law, for all loss, liability, damage, cost and expenses, including reasonable attorneys' fees, for failure of the premises to comply in all respects with the Environmental Requirements or a breach by Grantor of any representation, warranty or agreement herein. THE COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES AND INDEMNITIES OF GRANTOR CONTAINED IN THIS PARAGRAPH SHALL SURVIVE THE OCCURRENCE OF ANY EVENT WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE PAYOFF OF THE NOTE(S) SECURED HEREBY, THE RELEASE OR FORECLOSURE OF THIS SECURITY INSTRUMENT, OR THE ACCEPTANCE BY THE BENEFICIARY OF A DEED IN LIEU OF FORECLOSURE.

Twelfth: That he will permit the Trustee or Beneficiary through its authorized agents to enter the premises herein described at any reasonable time for the purpose of inspecting the premises and the order, condition and repair of the buildings, improvements and other collateral located on the premises herein described.

Thirteenth: That if at any time hereafter the Beneficiary or Trustee shall for any reason employ agents in connection with this deed of trust or the obligation(s) secured hereby, the Grantor hereby agrees to pay the reasonable costs thereof, and any amounts paid by the Beneficiary or Trustee for that purpose shall become a part of the indebtedness secured hereby and shall be payable on demand with interest at the billing rate then in effect from the date of payment.

Fourteenth: That, upon default, in addition to any other remedies provided by law, the Trustee shall have the right to take possession of the property as authorized by law and to operate and manage or lease the same and the Trustee may make any reasonable and proper advances for the operation, maintenance and management of the premises and any sums so advanced shall become part of the indebtedness secured hereby and be payable immediately with interest at the billing rate then in effect from the date of payment.

Fifteenth: Said Grantor hereby grants to the Beneficiary the right and power to appoint a substitute trustee(s) for any cause including, but not limited to, declination to accept the trust, resignation, death, incapacity, disability, refusal to act, removal or absence from the state of a Trustee herein designated, or any substituted trustee hereunder; and it is agreed that, upon the exercise of this power by the Beneficiary, the substituted trustee(s) shall be vested with all the powers, rights, authorities, and duties vested in the Trustee herein designated and the Beneficiary shall designate and appoint the substitute trustee(s) by an instrument duly executed, acknowledged and filed for recordation in the office of the clerk of the court wherein this deed of trust is recorded.

Sixteenth: That upon default in the payment of the whole indebtedness secured hereby, or any part thereof, as the same shall become due and payable or in the event of a breach of any of the terms, covenants and conditions of this deed of trust or the note(s) secured hereby, or in the event the Grantor or any of them shall die, become insolvent, file any petition under the Federal Bankruptcy Code, make an assignment for the benefit of creditors, or file a petition for an arrangement with creditors, or if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M, the entire indebtedness secured hereby shall, at the option of the Beneficiary, become immediately due and payable with interest thereon at the billing rate then in effect.

Seventeenth: That, upon default, the Trustee shall, upon the request of the Beneficiary, sell the property herein described, either as a whole or in parcels, at public auction at the front door of the courthouse of the county wherein the property is located, or at such place as the Trustee may elect, for cash, or upon such other terms agreeable to the Beneficiary as the Trustee may deem beneficial in the execution of this trust, after first advertising the day, hour, place and terms of such sale and a description of the property to be sold by publication in some newspaper of general circulation in the county where the property is located, once a week for three successive weeks preceding the day of sale, and the Trustee may advertise in such other manner as will, in his opinion, be best calculated to attract bidders, and such sale may be adjourned from time to time by oral proclamation at the time and place appointed for the sale, and if necessary in making such sale, the Trustee may secure a survey of said property and the cost thereof shall become a part of executing this trust, that immediately upon the first insertion of the advertisement in some newspaper, as aforesaid, there shall be and become due by said Grantor to the Beneficiary all expenses incident to said advertising and any other fees and costs incurred by reason of the default hereunder to the extent not prohibited by applicable law, including commission to the Trustee not to exceed \$1,500.00 or 5% of the total outstanding indebtedness whichever is less, which said expenses, fees and costs said Grantor hereby covenants to pay as a part of the indebtedness secured hereby and neither Beneficiary nor the Trustee hereunder shall be required to receive the principal and interest only of the indebtedness secured hereby unless accompanied by a tender of said expenses, fees and costs, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said indebtedness, fees, expenses and costs. The Trustee shall pay out of the proceeds of sale: FIRST, all costs of executing this trust, including a commission to the Trustee and all reasonable attorneys' fees, as permitted by applicable state law, and all other expenses incurred in execution of this trust, and all attorneys' fees and costs in substituting a trustee; SECOND, the indebtedness secured hereby, and the residue, if any, shall be paid to the Grantor. The Trustee shall settle the accounts in accordance with the statutes in such cases made and provided.

Eighteenth: That the Beneficiary, at its option, may require the Trustee to give a bond satisfactory to the Beneficiary, conditioned upon the faithful performance of the duties hereunder, and any premium paid on such bond shall become a part of the cost of executing this trust.

Nineteenth: That without affecting the liability of the Grantor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein and without affecting the rights of the Trustee or Beneficiary with respect to any security not expressly released in writing, and without affecting the priority of the lien of this deed of trust, the Trustee or Beneficiary may, at any time and from time to time, either before or after the maturity of said indebtedness, and without notice to or the consent of any party hereto or any other party: (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement reamortizing, extending, refinancing, renewing, or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Trustee or Beneficiary may have; (d) accept additional security of any kind; (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described without affecting the lien priority of this deed of trust on the remainder of the property, for the full amount of any indebtedness unpaid.

Twentieth: NOTICE-- THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

THIS DEED IS EXECUTED BY UNDERSIGNED IN FAVOR OF, AND THE TERM "BENEFICIARY" AS USED HEREIN SHALL INCLUDE MidAtlantic Farm Credit, ACA, FOR ITSELF AND AS AGENT/NOMINEE FOR ANY PARTY PURSUANT TO A MASTER AGREEMENT AMONG IT AND ITS WHOLLY-OWNED SUBSIDIARIES MidAtlantic Farm Credit, FLCA AND MidAtlantic Farm Credit, PCA, AS THEIR INTERESTS MAY APPEAR.

WITNESS the hand and seal of said Grantor the day and year foresaid.

~~Commercial Associates, LLC and
Wild Goose Farm, LLC~~

By: _____ (SEAL)
Christopher B Shultz, Managing Member/Owner

Christopher B Shultz, Individually (SEAL)

Charles C Shultz, Individually (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

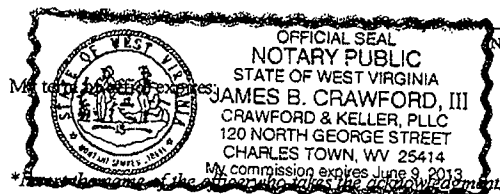
_____ (SEAL)

STATE OF West Virginia
COUNTY OF Jefferson, to wit:

I, * James B. Crawford III 12
Public for said County of Jefferson in the State of WV, a Notary
do certify that Christopher B Shultz, Managing Member/Owner, Christopher
B Shultz, Individually and Charles C Shultz, Individually

*managing member of Wild Goose Farm LLC and Commercial Associates, LLC
whose name(s) is/are signed to the foregoing deed of trust, bearing date of the 12 day of
Mar 2010, has this day acknowledged the same before me in my County and State aforesaid.

Given under my hand this 12 day of Mar 2010.



[Signature]
Notary Public

THIS INSTRUMENT PREPARED BY:
MidAtlantic Farm Credit, ACA

Assn. Loan No. 031 040 465336-01
=====

DEED OF TRUST

From

To

David Pill
Scott Swaim, Trustee
and MidAtlantic Farm Credit, ACA

, Beneficiary

Received for record at _____ o'clock, _____ M
on the _____ day of _____,
Recorded in _____
Bk. _____, Pg. _____
Recording fees, etc. \$ _____ paid.
_____ Clerk

=====

TO THE CLERK:
After this Deed of Trust has been recorded and your
certificate completed, please mail to:
MidAtlantic Farm Credit, ACA
Ryan Clouse
158 Crimson Circle
Martinsburg, WV 25402-1856

EXHIBIT A - LEGAL DESCRIPTION

Those certain lots or parcels of real estate situate in the Shepherdstown District, Jefferson County, West Virginia, and more particularly described as follows:

PARCEL 1: A tract or parcel of land situate in Shepherdstown District, Jefferson County, State of West Virginia, to the west of Shepherd Grade Road (WV Secondary Route 5/2) at its intersection with Ternapin Neck Road (WV Secondary Route 7) on the waters of the Potomac River, more particularly described as follows:

Beginning at (201) a point in the centerline of WV Sec. Rte. 5/2, corner to Stockstill (D.B. 426/488) and in the line of U.S.A. (D.B. 708/129); thence with U.S.A. S. 13d57'06" W. a distance of 227.48' to (203) a point in the centerline of WV Sec. Rte. 5/2, corner to U.S.A.; thence with U.S.A. in part, Moss (D.B. 802/755) in part, Ross (D.B. 893/49) in part, and finally with Grim (W.B. EE/478) S. 09d28'40" E. a distance of 1503.87' to (204) a point in the centerline of WV Sec. Rte. 5/2, corner in the line of Grim; thence leaving Grim and Rte. 5/2 and with Limeroc Farm (D.B. 849/515) for eight lines, firstly N. 83d40'04" W. a distance of 793.43', passing (72) a found 10" wooden fencepost at 22.69', to (67) a found 8" wooden fencepost; thence S. 51d34'32" W. a distance of 815.10' to (206) a set No. 5 capped rebar; thence S. 65d06'01" E. a distance of 80.85' to (207) a set No. 5 capped rebar in a stonepile, in the bed of Rattlesnake Spring; thence S. 13d59'27" W. a distance of 676.50' to (39) a found 8" wooden fencepost; thence N. 61d00'33" W. a distance of 997.08' to (50) a found stone; thence N. 16d56'14" E. a distance of 884.64' to a found 5" wooden fencepost; thence N. 52d09'45" W. a distance of 120.16' to a found 4" wooden fencepost; thence N. 68d52'36" W. a distance of 1403.79' to (208) a set No. 5 capped rebar near a fence intersection corner in the line of Limeroc Farm and to Spencer (D.B. 417/396), said corner being located S. 68d52'36" E. a distance of 172.23' from (39) a found stone; thence with Spencer in part and finally with Wilkins (D.B. 499/681) N. 30d21'15" E. a distance of 1871.61' to (32) a found 5" wooden fencepost; thence with Wilkins for four lines, firstly N. 39d16'18" E. a distance of 479.04' to a (209) a set No. 5 capped rebar; thence N. 77d21'51" E. a distance of 374.22' to (23) a found 8" wooden fencepost; thence S. 70d52'27" E. a distance of 463.81' to (13) a found 6" wooden fencepost; thence S. 05d37'42" W. a distance of 158.73' to (11) a found 8" wooden fencepost corner to Wilkins and to Wilkins (D.B. 555/133); thence with Wilkins for two lines, firstly S. 21d22'45" W. a distance of 447.14' to (210) a found 8" wooden fencepost; thence S. 21d08'42" W. a distance of 105.21' to (211) a found 8" wooden fencepost; thence with Wilkins in part and finally with Stockstill (D.B. 426/488) S. 77d19'59" E. a distance of 1545.10', first passing (4) a found No. 5 capped rebar (DiMagna) at 830.31' and passing secondly (202) a set No. 5 capped rebar at 1530.10'; to (201) the Point of Beginning containing 163.280 acres more or less as surveyed by ALPHA ASSOCIATES, INCORPORATED during May 1998 and as shown on the Plat of Resurvey.

PARCEL 2: That parcel of real estate described as "Tract A 10.5197 acres" on that plat recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Plat Book 7, page 22, to which plat reference is made for a more particular description of the real estate hereby conveyed.

AND BEING that parcel of real estate conveyed from William Gaston Caperton, IV and Susan Mosser Caperton, husband and wife, to Wild Goose Farm LLC by deed dated August 10, 2007, of record in the aforesaid Clerk's Office in Deed Book 1040, at page 157.

SUBJECT TO any and all easements, rights-of-way, conditions, covenants and restrictions of record or in existence.

The address of the parties of the first part to which the notices required by West Virginia Code § 38-1-4 shall be mailed is: 982 Somerset Boulevard, Charles Town, West Virginia 25414.

EXHIBIT B

All of the certain parcels of land, situate in the Charles Town Corporation, Jefferson County, West Virginia and being more particularly described as follows:

BEING all of Lots 1-21, 24 and 25 of the Village at Samuel Station as shown on a plat entitled "Replat of The Village at Samuel Station", made by William H. Gordon Associates, Inc. dated May 4, 2007 and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 24, at Page 39.

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DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the Managing Member of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 19 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date March 21, 2012Signature /s/ Christopher B. Shultz

Christopher B. Shultz
Managing Member

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.

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DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

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 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 payment for prepetition services rendered from Commercial Associates Real Estate, LLC in the amount of	\$	<u>15,500.00</u>
Prior to the filing of this statement I have received	\$	<u>3,954.00</u>
Balance Due from Commercial Associates Real Estate, LLC	\$	<u>11,546.00</u>

2. The source of the compensation paid to me was:

Debtor Other (specify): See Motion to Retain Yumkas, Vidmar & Sweeney, LLC as Counsel to the Debtor

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

Debtor Other (specify): See Motion to Retain Yumkas, Vidmar & Sweeney, LLC as Counsel to the Debtor

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]

See Motion to Retain Yumkas, Vidmar & Sweeney, LLC as Counsel to the Debtor

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

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: March 21, 2012/s/ Lawrence J. Yumkas

Lawrence J. Yumkas
Yumkas, Vidmar & Sweeney, LLC
2530 Riva Road, Suite 400
Annapolis, MD 21401
443-569-0758 Fax: 410-571-2798
lyumkas@yvslaw.com

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In re Wild Goose Farm, LLC
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Chapter 11

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with Rule 1007(a)(3) for filing in this chapter 11 case.

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
Charles C. Schultz 2935 Shephard Grade Road Shepherdstown, WV 25443			25% ownership
Christopher B. Shultz 2935 Shephard Grade Road Shepherdstown, WV 25443			75% ownership

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the Managing Member of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date March 21, 2012

Signature /s/ Christopher B. Shultz
Christopher B. Shultz
Managing Member

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18 U.S.C §§ 152 and 3571.

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VERIFICATION OF CREDITOR MATRIX

I, the Managing Member of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: March 21, 2012

/s/ Christopher B. Shultz
Christopher B. Shultz/Managing Member
Signer/Title

Wild Goose Farm, LLC
767 East Washington Street
Charles Town, WV 25414

Lawrence J. Yumkas
Yumkas, Vidmar & Sweeney, LLC
2530 Riva Road, Suite 400
Annapolis, MD 21401

Appalachian Surveys, PLLC
P. O. Box 342
Charles Town, WV 25414

Arthur M. Standish, Esquire
Steptoe & Johnson, PLLC
P. O. Box 1588
Charleston, WV 25326-1588

Dewberry & Davis
1503 Edwards Ferry Road, Suite 200
Leesburg, VA 20176-6680

Kable Excavating, LLC
322 West Washington Street
Charles Town, WV 25414

Kenneth J. Barton, Jr., Esquire
Austin M. Hovermale, Esquire
Steptoe & Johnson, PLLC
1250 Edwin Miller Boulevard, Suite 300
Martinsburg, WV 25404

Mid Atlantic Farm Credit, ACA
45 Aileron Court
Westminster, MD 21158-0770

William Caperton and Susan Caperton
5270 Valley Road
Berkeley Springs, WV 25411

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CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for Wild Goose Farm, LLC in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

■ None [*Check if applicable*]

March 21, 2012

Date

/s/ Lawrence J. Yumkas

Lawrence J. Yumkas

Signature of Attorney or Litigant

Counsel for Wild Goose Farm, LLC

Yumkas, Vidmar & Sweeney, LLC

2530 Riva Road, Suite 400

Annapolis, MD 21401

443-569-0758 Fax:410-571-2798

lyumkas@yvslaw.com

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

IN RE:

Wild Goose Farm, LLC ,

SS NO. 26-0672485

SS NO. _____

Debtor

DECLARATION RE: ELECTRONIC FILING

PART I - DECLARATION OF PETITIONER(S):

I, Christopher B. Shultz , managing member of the Debtor: (1) hereby consent to the electronic filing of the petition and other pleadings and documents herein; (2) hereby acknowledge having reviewed the information contained in the petition and schedules; (3) under penalty of perjury do now declare that the information contained in the petition and schedules is true and correct; and (4) hereby designate the attorney listed herein as the Debtor's agent to receive service of process and service of all pleadings in all proceedings, including adversary actions and contested matters, pursuant to Bankruptcy Rule 7004(b)(8), in this Court arising in this case. This designation shall expire upon entry of the final decree.

PART II - DECLARATION OF ATTORNEY:

The debtor signed this Declaration before I submitted the petition, schedules and statements. I will give the debtor a copy of all pleadings and information to be filed with, or received from, the United States Bankruptcy Court, and have complied with all other requirements in the most recent General Orders, Administrative Procedures and this Court's Local Rules.

Dated: March 21, 2012

Dated: March 21, 2012

/s/ Christopher B. Shultz

Christopher B. Shultz

Debtor

/s/ Lawrence J. Yumkas

Lawrence J. Yumkas

Attorney for Debtor

2530 Riva Road, Suite 400

Annapolis, MD 21401

443-569-0758 Fax: 410-571-2798

**United States Bankruptcy Court
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In re Wild Goose Farm, LLC

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STATEMENT REGARDING AUTHORITY TO SIGN AND FILE PETITION

I, **Christopher B. Shultz**, declare under penalty of perjury that I am the **Managing Member** of **Wild Goose Farm, LLC**, and that the following is a true and correct copy of the resolutions adopted by the Members of said company at a special meeting duly called and held on the 21st day of March 2012.

"Whereas, it is in the best interest of this corporation to file a voluntary petition in the United States Bankruptcy Court pursuant to Chapter 11 of Title 11 of the United States Code;

Be It Therefore Resolved, that **Christopher B. Shultz, Managing Member** of this Company, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a Chapter 11 voluntary bankruptcy case on behalf of the corporation; and

Be It Further Resolved, that **Christopher B. Shultz, Managing Member** of this Company, is authorized and directed to appear in all bankruptcy proceedings on behalf of the corporation, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of the corporation in connection with such bankruptcy case, and

Be It Further Resolved, that **Christopher B. Shultz, Managing Member** of this Company, is authorized and directed to employ **Lawrence J. Yumkas** and the law firm of **Yumkas, Vidmar & Sweeney, LLC** to represent the corporation in such bankruptcy case."

Date March 21, 2012Signed /s/ Christopher B. Shultz
Christopher B. Shultz