

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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THE PEOPLE OF THE STATE OF NEW YORK,
by ERIC T. SCHNEIDERMAN, Attorney General of the
State of New York,

Petitioner,

-against-

Index No. 451463/2013
IAS Part _____
Assigned to Justice _____

THE TRUMP ENTREPRENEUR INITIATIVE LLC f/k/a
TRUMP UNIVERSITY LLC, DJT ENTREPRENEUR
MEMBER LLC f/k/a DJT UNIVERSITY MEMBER LLC, DJT
ENTREPRENEUR MANAGING MEMBER LLC f/k/a DJT
UNIVERSITY MANAGING MEMBER LLC, THE TRUMP
ORGANIZATION, INC., TRUMP ORGANIZATION LLC,
DONALD J. TRUMP, and MICHAEL SEXTON,

Respondents.

----- X

**EXHIBITS TO THE AFFIRMATION OF ASSISTANT ATTORNEY GENERAL
TRISTAN C. SNELL IN SUPPORT OF THE VERIFIED PETITION
VOLUME 8 OF 9 – EXHIBITS DD-HH**

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York
Attorney for Petitioner
120 Broadway
New York, NY 10271
(212) 416-8294

Of Counsel:

JANE M. AZIA
Bureau Chief
Consumer Frauds and Protection Bureau

LAURA J. LEVINE
Deputy Bureau Chief
Consumer Frauds and Protection Bureau

MELVIN L. GOLDBERG
TRISTAN C. SNELL
Assistant Attorneys General

TABLE OF EXHIBITS

Exhibit	Description
DD	Steve Goff bankruptcy filings
EE	Troy Peterson bankruptcy filings
FF	Response of Donald J. Trump to Second Set of Interrogatories by Plaintiffs, from <i>Makaeff v. Trump University</i>
GG	Limited Liability Company Operating Agreement of Trump University LLC
HH	Transcript Excerpts of Testimony under Oath of Steven Matejek

Exhibit DD

(Official Form 1) (10/06)

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION		Voluntary Petition																				
Name of Debtor (if individual, enter Last, First, Middle): Goff, Stephen John		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): fdba Goff International LLC; dba Goff International Inc.; fdba BCS Sav-On Real Estate LLC; dba BCS Sav-On Real Estate Inc.; fdba BCS Homebuyers; fdba John Thomas Investments Trust		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./Complete EIN or other Tax I.D. No. (if more than one, state all): xxx-xx-6269		Last four digits of Soc. Sec./Complete EIN or other Tax I.D. No. (if more than one, state all):																				
Street Address of Debtor (No. and Street, City, and State): 505B Cooner Street College Station, TX		Street Address of Joint Debtor (No. and Street, City, and State):																				
ZIP CODE 77840		ZIP CODE																				
County of Residence or of the Principal Place of Business: Brazos		County of Residence or of the Principal Place of Business:																				
Mailing Address of Debtor (if different from street address): 505B Cooner Street College Station, TX		Mailing Address of Joint Debtor (if different from street address):																				
ZIP CODE 77840		ZIP CODE																				
Location of Principal Assets of Business Debtor (if different from street address above):		ZIP CODE																				
Type of Debtor (Form of Organization) (Check one box.) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.																				
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined by 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2 million. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).																				
Statistical/Administrative Information <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY																				
Estimated Number of Creditors <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">1-49</td> <td style="text-align: center;">50-99</td> <td style="text-align: center;">100-199</td> <td style="text-align: center;">200-999</td> <td style="text-align: center;">1,000-5,000</td> <td style="text-align: center;">5,001-10,000</td> <td style="text-align: center;">10,001-25,000</td> <td style="text-align: center;">25,001-50,000</td> <td style="text-align: center;">50,001-100,000</td> <td style="text-align: center;">OVER 100,000</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	OVER 100,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	OVER 100,000													
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>													
Estimated Assets <input type="checkbox"/> \$0 to \$10,000 <input checked="" type="checkbox"/> \$10,000 to \$100,000 <input type="checkbox"/> \$100,000 to \$1 million <input type="checkbox"/> \$1 million to \$100 million <input type="checkbox"/> More than \$100 million																						
Estimated Debts <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,000 to \$100,000 <input checked="" type="checkbox"/> \$100,000 to \$1 million <input type="checkbox"/> \$1 million to \$100 million <input type="checkbox"/> More than \$100 million																						

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Stephen J. Goff	
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 style="text-align: center;">X _____</p> <p style="text-align: right;">Date</p>		
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?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> 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.)			
<input checked="" type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> 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)			
<input checked="" type="checkbox"/> 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.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> 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.			
Statement by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> 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)			
<input type="checkbox"/> 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			
<input type="checkbox"/> 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 the petition.			

Voluntary Petition <i>(This page must be completed and filed in every case)</i>	Name of Debtor(s): Stephen J. Goff
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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 /s/ Stephen J. Goff
Stephen J. Goff

X _____

 Telephone Number (If not represented by an attorney)
04/12/2007
 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, United States Code, 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/ Peter Johnson
Peter Johnson Bar No. **10778400**

Peter Johnson
Suite 2820
11 Greenway Plaza
Houston, Texas 77046

Phone No. **(713) 961-1200** Fax No. **(713) 961-0941**

04/12/2007
 Date

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 19B 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.)

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 _____

 Printed Name of Authorized Individual

 Title of Authorized Individual

 Date

 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.

Official Form 1, Exhibit D (10/06)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE: **Stephen J. Goff**

Case No. _____
(if known)

Debtor(s)

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 15 days after your bankruptcy case is filed.*

3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the five days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Must be accompanied by a motion for determination by the court.] [Summarize exigent circumstances here.]*

If the court is satisfied with the reasons stated in your motion, it will send you an order approving your request. You must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy case and promptly file a certificate from the agency that provided the briefing, together with a copy of any debt management plan developed through the agency. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. A motion for extension must be filed within the 30-day period. Failure to fulfill these requirements may result in dismissal of your case. If the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing, your case may be dismissed.

Official Form 1, Exhibit D (10/06)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE: **Stephen J. Goff**

Case No. _____
(if known)

Debtor(s)

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Continuation Sheet No. 1

4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

Active military duty in a military combat zone.

5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Stephen J. Goff
Stephen J. Goff

Date: 04/12/2007

Form B6A
(10/05)

In re **Stephen J. Goff**

Case No. _____
(if known)

SCHEDULE A - REAL PROPERTY

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

Total: \$0.00

(Report also on Summary of Schedules)

Form B6B
(10/05)

In re **Stephen J. Goff**

Case No. _____
(if known)

SCHEDULE B - PERSONAL PROPERTY

Type of Property	None	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.		Cash	-	\$300.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and home-stead associations, or credit unions, brokerage houses, or cooperatives.		Citibank Checking Account #9770861567	-	\$500.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video and computer equipment.		Computer and Stereo	-	\$1,000.00
		King Size Bed	-	\$300.00
		Panasonic Radio	-	\$50.00
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.		Books	-	\$300.00
6. Wearing apparel.		Clothes	-	\$300.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.		Golf Clubs	-	\$200.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Whole Life Insurance - New York Life \$100,000 face value. Cash value borrowed in November 2006	-	\$0.00

Form B6B-Cont.
(10/05)

In re **Stephen J. Goff**

Case No. _____
(if known)

SCHEDULE B - PERSONAL PROPERTY

Continuation Sheet No. 1

Type of Property	None	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
10. Annuities. Itemize and name each issuer.	X			
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); Rule 1007(b)).	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.		GOFF INTERNATIONAL, INC [See attached Exhibit #13 - list of real property owned by this entity and subject to secured debt. Debtor has personal liability on majority of the debt obligations]	-	\$0.00
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and non-negotiable 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			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		BCS SAV-ON REAL ESTATE, INC. fka BCS SAV-ON REAL ESTATE, L.L.C. (Dissolved)	-	\$0.00

Form B6B-Cont.
(10/05)

In re **Stephen J. Goff**

Case No. _____
(if known)

SCHEDULE B - PERSONAL PROPERTY

Continuation Sheet No. 2

Type of Property	None	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
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			
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			

Form B6B-Cont.
(10/05)

In re **Stephen J. Goff**

Case No. _____
(if known)

SCHEDULE B - PERSONAL PROPERTY

Continuation Sheet No. 3

Type of Property	None	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
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2003 Chevy Tahoe [Titled and financed in name of ex-spouse, with Debtor order to pay under divorce decree]	-	\$15,000.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Office Equipment	-	\$300.00
		Dell Computer	-	\$500.00
		HP Printer	-	\$100.00
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.	X			
(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.) Total >				\$18,850.00

Form B6C
(10/05)

In re **Stephen J. Goff**

Case No. _____
(If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

Check if debtor claims a homestead exemption that exceeds \$125,000.

- 11 U.S.C. § 522(b)(2)
- 11 U.S.C. § 522(b)(3)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Cash	11 U.S.C. § 522(d)(5)	\$300.00	\$300.00
Citibank Checking Account #9770861567	11 U.S.C. § 522(d)(5)	\$500.00	\$500.00
Computer and Stereo	11 U.S.C. § 522(d)(3)	\$1,000.00	\$1,000.00
King Size Bed	11 U.S.C. § 522(d)(3)	\$300.00	\$300.00
Panasonic Radio	11 U.S.C. § 522(d)(3)	\$50.00	\$50.00
Books	11 U.S.C. § 522(d)(3)	\$300.00	\$300.00
Clothes	11 U.S.C. § 522(d)(3)	\$300.00	\$300.00
Golf Clubs	11 U.S.C. § 522(d)(3)	\$200.00	\$200.00
Whole Life Insurance - New York Life \$100,000 face value. Cash value borrowed in November 2006	11 U.S.C. § 522(d)(7)	\$0.00	\$0.00
GOFF INTERNATIONAL, INC [See attached Exhibit #13 - list of real property owned by this entity and subject to secured debt. Debtor has personal liability on majority of the debt obligations]	11 U.S.C. § 522(d)(5)	\$0.00	\$0.00
BCS SAV-ON REAL ESTATE, INC. fka BCS SAV-ON REAL ESTATE, L.L.C. (Dissolved)	11 U.S.C. § 522(d)(5)	\$0.00	\$0.00
		\$2,950.00	\$2,950.00

Form B6C-Cont.
(10/05)

In re **Stephen J. Goff**

Case No. _____
(If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Continuation Sheet No. 1

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
2003 Chevy Tahoe [Titled and financed in name of ex-spouse, with Debtor order to pay under divorce decree]	11 U.S.C. § 522(d)(2)	\$0.00	\$15,000.00
Office Equipment	11 U.S.C. § 522(d)(6)	\$300.00	\$300.00
Dell Computer	11 U.S.C. § 522(d)(6)	\$500.00	\$500.00
HP Printer	11 U.S.C. § 522(d)(6)	\$100.00	\$100.00
		\$3,850.00	\$18,850.00

Official Form 6D (10/06)
 In re **Stephen J. Goff**

Case No. _____
 (if known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

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 AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT		AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
			UNLIQUIDATED	DISPUTED		
ACCT #: HSBC		DATE INCURRED: NATURE OF LIEN: Purchase Money Security Interest COLLATERAL: 2003 Chevy Tahoe [Titled and financed in name of REMARKS: Debt subject to divorce decree VALUE: \$15,000.00			\$18,000.00	\$3,000.00
Subtotal (Total of this Page) >					\$18,000.00	\$3,000.00
Total (Use only on last page) >					\$18,000.00	\$3,000.00

No continuation sheets attached

(Report also on Summary of Schedules)
 (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data)

Official Form 6E (10/06)

In re **Stephen J. Goff**

Case No. _____
(If Known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

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 \$10,000* 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 \$4,925* 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 \$2,225* 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).

Administrative allowances under 11 U.S.C. Sec. 330

Claims based on services rendered by the trustee, examiner, professional person, or attorney and by any paraprofessional person employed by such person as approved by the court and/or in accordance with 11 U.S.C. Secs. 326, 328, 329 and 330.

* Amounts are subject to adjustment on April 1, 2007, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

Official Form 6E (10/06) - Cont.

In re **Stephen J. Goff**

Case No. _____
(If Known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

TYPE OF PRIORITY Taxes and Certain Other Debts Owed to Governmental Units

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
ACCT #: Internal Revenue Service Austin, TX 73301	-	DATE INCURRED: 2006 CONSIDERATION: 1040 Taxes REMARKS:				\$1,500.00	\$1,500.00	\$0.00

Sheet no. <u>1</u> of <u>2</u> continuation sheets	Subtotals (Totals of this page) >	\$1,500.00	\$1,500.00	\$0.00
attached to Schedule of Creditors Holding Priority Claims	Total >			
	(Use only on last page of the completed Schedule E. Report also on the Summary of Schedules.)			
	Totals >			
	(Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)			

Official Form 6E (10/06) - Cont.

In re **Stephen J. Goff**

Case No. _____
(If Known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

TYPE OF PRIORITY Domestic Support Obligations

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT		AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
			UNLIQUIDATED	DISPUTED			
ACCT #: Clarissa Goff 803 Pine Valley College Station, TX 77845		DATE INCURRED: CONSIDERATION: Notice Only REMARKS: - Support is current, \$750 per month Child support			Notice Only	Notice Only	Notice Only

Sheet no. <u>2</u> of <u>2</u> continuation sheets	Subtotals (Totals of this page) >	\$0.00	\$0.00	\$0.00
attached to Schedule of Creditors Holding Priority Claims	Total >	\$1,500.00		
	(Use only on last page of the completed Schedule E. Report also on the Summary of Schedules.)			
	Totals >		\$1,500.00	\$0.00
	(Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)			

Official Form 6F (10/06)
 In re **Stephen J. Goff**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

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.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: xxxxxxxxxx0100 American Express P O Box 297871 Fort Lauderdale, FL 33329	-	DATE INCURRED: 07/1999 CONSIDERATION: Credit Card REMARKS:				\$3,003.00
Representing: American Express		NCO Financial Inc. P.O. Box 15773 Wilmington, DE 19850				Notice Only
ACCT #: 4888-9369-9505-3208 Bank Of America Po Box 1598 Norfolk, VA 23501	-	DATE INCURRED: 04/09/2002 CONSIDERATION: Credit Card REMARKS:				\$16,856.00
Representing: Bank Of America		Edward T. Burket Associates P.O. Box 440400 Houston, TX 77244				Notice Only
ACCT #: 7331 Bank of America Po Box 1598 Norfolk, VA 23501	-	DATE INCURRED: 04/2002 CONSIDERATION: Credit Card REMARKS:				Notice Only
ACCT #: Bank of America P.O. Box 45224 Jacksonville, FL 32232	-	DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				Notice Only
Subtotal >						\$19,859.00
Total >						

6 continuation sheets attached

(Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

Official Form 6F (10/06) - Cont.
 In re **Stephen J. Goff**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT		AMOUNT OF CLAIM
			UNLIQUIDATED	DISPUTED	
ACCT #: xxxxxxxxxxx9988 Bank of America 4161 Piedmont Pkwy Greensboro, NC 27410	-	DATE INCURRED: 09/11/2004 CONSIDERATION: Notice Only REMARKS:			Notice Only
ACCT #: xxxxxxxx xxx xxxxyers BCS Eagle Newspaper 1729 Briarcrest Dr. P.O. Box 3000 Byran, TX 77802	-	DATE INCURRED: CONSIDERATION: Advertising REMARKS:			\$7,759.78
ACCT #: Billy Warren 1508 Misty Lane College Station, TX 77845	-	DATE INCURRED: CONSIDERATION: Repo REMARKS:			\$0.00
ACCT #: Bryan, Stacy & Dillard 102 East 26th Byran, Texas 77803	-	DATE INCURRED: CONSIDERATION: Attorney Fees REMARKS: Business Prommisory Note			\$50,000.00
Representing: Bryan, Stacy & Dillard		Jack Dillard C/o Teri Conway 800 Eagle Pass, Apt. D Byran, Texas 77802			Notice Only
ACCT #: xxx-xxxx-xxxx-2402 Capital One Bank C/o Northland Group Inc. P.O. Box 390846 Edina, MN 55439	-	DATE INCURRED: CONSIDERATION: Credit Card REMARKS:			\$5,169.14
Subtotal >					\$62,928.92
Total >					
(Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)					

Sheet no. 1 of 6 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Official Form 6F (10/06) - Cont.
 In re **Stephen J. Goff**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT		AMOUNT OF CLAIM
			UNLIQUIDATED	DISPUTED	
ACCT #: xxxxxxxxxxxx6126 Chase 800 Brooksedge Blvd Westerville, OH 43081	-	DATE INCURRED: 09/04/1994 CONSIDERATION: Credit Card REMARKS:			\$10,848.00
Representing: Chase		RMS 899 Eaton Ave. P.O. Box 20410 Bethlehem, PA 18025			Notice Only
ACCT #: xxxxxxxxxxxx0148 Chase 800 Brooksedge Blvd Westerville, OH 43081	-	DATE INCURRED: 04/08/2001 CONSIDERATION: Credit Card REMARKS:			\$8,670.00
Representing: Chase		MRS Associates Inc 3 Executive Campus, Ste. 400 Cherry Hill, NJ 08002			Notice Only
ACCT #: xxxxxx3736 Chase Manhattan Mtg 3415 Vision Dr Columbus, OH 43219	X -	DATE INCURRED: 06/24/2004 CONSIDERATION: Personal Guaranty of Corporate Debt REMARKS: Mortgage on 1606 Ursuline, Bryan, Texas [See Exhibit # 13]			\$60,291.00
ACCT #: xxxxxx3849 Chase Manhattan Mtg 3415 Vision Dr Columbus, OH 43219	X -	DATE INCURRED: 06/24/2004 CONSIDERATION: Personal Guaranty of Corporate Debt REMARKS: Mortgage on 708 Taliaferro [See Exhibit # 13]			\$39,248.00
Subtotal >					\$119,057.00
Total >					

Sheet no. 2 of 6 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

(Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

Official Form 6F (10/06) - Cont.
 In re **Stephen J. Goff**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT		AMOUNT OF CLAIM
			UNLIQUIDATED	DISPUTED	
ACCT #: xxxx-xxxx-xxxx-9841 Citibank Po Box 6241 Sioux Falls, SD 57117	-	DATE INCURRED: 04/08/2002 CONSIDERATION: Credit Card REMARKS:			\$7,532.00
Representing: Citibank		Associated Recovery Systems P.O. Box 469046 Escondido, CA 92046			Notice Only
ACCT #: xxxxxx3953 Citibank C/o LMG 3950 Regent Blvd Mail Stop S2B-230 Irving, TX 75063	-	DATE INCURRED: CONSIDERATION: Credit Card REMARKS:			\$5,783.33
ACCT #: xxxxxxxxxxxxxxxx3830 Citifinancial 1000 Technology Drive O Fallon, Mo 63368	-	DATE INCURRED: CONSIDERATION: Fee Simple REMARKS:			\$0.00
ACCT #: xxxxxx4879 Citimortgage Inc Po Box 9442 Gaithersburg, MD 20898	X	DATE INCURRED: 08/05/2004 CONSIDERATION: Personal Guaranty of Corporate Debt REMARKS: Mortgage on 10307 Timberidge [See Exhibit #13]			\$78,803.00
ACCT #: Clarissa Goff 803 Pine Valley College Station, Texas 77845	-	DATE INCURRED: CONSIDERATION: Former Spouse REMARKS:			Notice Only

Sheet no. 3 of 6 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > **\$92,118.33**

Total >

(Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

Official Form 6F (10/06) - Cont.
 In re **Stephen J. Goff**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	AMOUNT OF CLAIM			
			CONTINGENT	UNLIQUIDATED	DISPUTED	
ACCT #: xxxxxxxx0051 Discover P.O. Box 15316 Wilmington, DE 19850	-	DATE INCURRED: 04/24/1991 CONSIDERATION: Credit Card REMARKS:				\$10,658.00
Representing: Discover		West Asset Management P.O. Box 725329 Atlanta, GA 31139				Notice Only
ACCT #: ER Solutions Inc. 800 SW 39th Street P.O. Box 9004 Renton, WA 98057	-	DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				Notice Only
ACCT #: xxxxxxxxxxxxxx9321 Federated Fin Corp 30955 Northwestern Hwy Farmington Hills, MI 48334	-	DATE INCURRED: 09/07/2006 CONSIDERATION: Factoring Company Account REMARKS:				\$20,859.00
Representing: Federated Fin Corp		Federated Financial Corp Advanta Business Card P.O. Box 2034 Farmington Hills, MI 48333				Notice Only
ACCT #: xxx0100 First Bank Of Snook 701 University Dr E College Station, TX 77840	X	DATE INCURRED: 11/04/2004 CONSIDERATION: Personal Guaranty of Corporate Debt REMARKS:				Notice Only

Sheet no. 4 of 6 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > \$31,517.00

Total >
 (Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

Official Form 6F (10/06) - Cont.
 In re **Stephen J. Goff**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT UNLIQUIDATED DISPUTED			AMOUNT OF CLAIM
ACCT #: Ford Motor Credit P.O. Box 640001 Dallas, TX 75364-0001	-	DATE INCURRED: CONSIDERATION: Repo REMARKS:				\$0.00
ACCT #: xxx-xxx-3379 Glays Meyers Rick Buttery 1605 Winchester Middlesboro, KY 40965	-	DATE INCURRED: CONSIDERATION: Miscellaneous REMARKS:				\$42,000.00
ACCT #: xxxx-xxxx-xxxx-7780 GM Card C/o National American Credit Corp P.O. Box 1099 Langhorne, PA 19047	-	DATE INCURRED: CONSIDERATION: Credit Card REMARKS:				\$2,066.41
ACCT #: xxxxxxxx4247 Suntrust Mortgage 1001 Semmes Ave Richmond, VA 23224	X	DATE INCURRED: 08/21/2002 CONSIDERATION: Personal Guaranty of Corporate Debt REMARKS: Mortgage on 1608 Ursuline, Bryan, Texas [See Exhibit # 13]				\$83,205.00
ACCT #: Tina Rialt Angelo Mitchell Atty Mark R. Lee 13706 North Hwy 183, Ste 214 Austin, TX 78750	-	DATE INCURRED: CONSIDERATION: Miscellaneous REMARKS:				\$29,580.22
ACCT #: xxxx-xxxx-xxxx-0653 Wells Fargo Bank Po Box 5445 Portland, OR 97228	-	DATE INCURRED: 01/16/1990 CONSIDERATION: Credit Card REMARKS:				\$10,357.00

Sheet no. 5 of 6 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > **\$167,208.63**

Total >
 (Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

Official Form 6F (10/06) - Cont.
 In re **Stephen J. Goff**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Representing: Wells Fargo Bank		Nationwide Credit Inc 3600 East University Dr. Suite B1350 Phoenix, AZ 85034				Notice Only
ACCT #: xxxx xxxxxx xxxxxxxtton West, Webb, Allbritton & Gentry Dorothy Price 1515 Emerald Plaza College Station, Texas 77845	X -	DATE INCURRED: CONSIDERATION: Personal Guaranty of Corporate Debt REMARKS: Mortgage on 1608 Ursuline, Bryan, Texas [See Exhibit # 13]				\$100,000.00
ACCT #: William Krueger 2100 Windsor #21 Bryan, Texas 77802	-	DATE INCURRED: CONSIDERATION: Business Obligation REMARKS:				\$147,000.00
Sheet no. <u>6</u> of <u>6</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal > \$247,000.00
						Total > \$739,688.88

(Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

Form B6G
(10/05)

In re **Stephen J. Goff**

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, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. § 112; 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.

Form B6H
(10/05)In re **Stephen J. Goff**Case No. _____
(if known)**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, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. § 112; Fed. Bankr. P. 1007(m).

 Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Goff International, Inc. C/O STEVE GOFF 505B Cooner Street College Station, Tx 77840	Chase Manhattan Mtg 3415 Vision Dr Columbus, OH 43219
Goff International, Inc. C/O STEVE GOFF 505B Cooner Street College Station, Tx 77840	Citimortgage Inc Po Box 9442 Gaithersburg, MD 20898
Goff International, Inc. C/O STEVE GOFF 505B Cooner Street College Station, Tx 77840	West, Webb, Allbritton & Gentry Dorothy Price 1515 Emerald Plaza College Station, Texas 77845
Goff International, Inc. C/O STEVE GOFF 505B Cooner Street College Station, Tx 77840	Suntrust Mortgage 1001 Semmes Ave Richmond, VA 23224
Goff International, Inc. C/O STEVE GOFF 505B Cooner Street College Station, Tx 77840	First Bank Of Snook 701 University Dr E College Station, TX 77840
Goff International, Inc. C/O STEVE GOFF 505B Cooner Street College Station, Tx 77840	Chase Manhattan Mtg 3415 Vision Dr Columbus, OH 43219

Official Form 6I (10/06)

In re **Stephen J. Goff**

Case No. _____
(if known)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child.

Debtor's Marital Status: Divorced	Dependents of Debtor and Spouse			
	Relationship: Son	Age: 2	Relationship:	Age:
Employment Debtor		Spouse		
Occupation	Real Estate Consultant			
Name of Employer	Self Employed			
How Long Employed				
Address of Employer				

INCOME: (Estimate of average or projected monthly income at time case filed)	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	\$0.00	
2. Estimate monthly overtime	\$0.00	
3. SUBTOTAL	\$0.00	
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes (includes social security tax if b. is zero)	\$0.00	
b. Social Security Tax	\$0.00	
c. Medicare	\$0.00	
d. Insurance	\$0.00	
e. Union dues	\$0.00	
f. Retirement	\$0.00	
g. Other (Specify) _____	\$0.00	
h. Other (Specify) _____	\$0.00	
i. Other (Specify) _____	\$0.00	
j. Other (Specify) _____	\$0.00	
k. Other (Specify) _____	\$0.00	
5. SUBTOTAL OF PAYROLL DEDUCTIONS	\$0.00	
6. TOTAL NET MONTHLY TAKE HOME PAY	\$0.00	
7. Regular income from operation of business or profession or farm (Attach detailed stmt)	\$0.00	
8. Income from real property	\$0.00	
9. Interest and dividends	\$0.00	
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	\$0.00	
11. Social security or government assistance (Specify): _____	\$0.00	
12. Pension or retirement income	\$0.00	
13. Other monthly income (Specify):		
a. _____	\$0.00	
b. _____	\$0.00	
c. _____	\$0.00	
14. SUBTOTAL OF LINES 7 THROUGH 13	\$0.00	
15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)	\$0.00	
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15; if there is only one debtor repeat total reported on line 15)	\$0.00	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

Income varies with self employed activity

Official Form 6J (10/06)

IN RE: **Stephen J. Goff**

CASE NO

CHAPTER 7

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home) a. Are real estate taxes included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No b. Is property insurance included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$325.00
2. Utilities: a. Electricity and heating fuel b. Water and sewer c. Telephone d. Other: Cell Phone	\$110.00
3. Home maintenance (repairs and upkeep) 4. Food 5. Clothing 6. Laundry and dry cleaning 7. Medical and dental expenses 8. Transportation (not including car payments) 9. Recreation, clubs and entertainment, newspapers, magazines, etc. 10. Charitable contributions	\$300.00 \$25.00 \$150.00 \$200.00 \$100.00 \$200.00
11. Insurance (not deducted from wages or included in home mortgage payments) a. Homeowner's or renter's b. Life c. Health d. Auto e. Other:	\$110.00 \$85.00
12. Taxes (not deducted from wages or included in home mortgage payments) Specify:	
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan) a. Auto: Chevy Tahoe b. Other: c. Other: d. Other:	\$665.00
14. Alimony, maintenance, and support paid to others: 15. Payments for support of add'l dependents not living at your home: 16. Regular expenses from operation of business, profession, or farm (attach detailed statement) 17.a. Other: 17.b. Other:	\$750.00 \$500.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$3,520.00
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document: None.	
20. STATEMENT OF MONTHLY NET INCOME a. Average monthly income from Line 15 of Schedule I b. Average monthly expenses from Line 18 above c. Monthly net income (a. minus b.)	\$0.00 \$3,520.00 (\$3,520.00)

Official Form 6 - Summary (10/06)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE: **Stephen J. Goff**

CASE NO

CHAPTER **7**

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	\$0.00			
B - Personal Property	Yes	4	\$18,850.00			
C - Property Claimed as Exempt	Yes	2				
D - Creditors Holding Secured Claims	Yes	1			\$18,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	3			\$1,500.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	7			\$739,688.88	
G - Executory Contracts and Unexpired Leases	Yes	1				
H - Codebtors	Yes	1				
I - Current Income of Individual Debtor(s)	Yes	1				\$0.00
J - Current Expenditures of Individual Debtor(s)	Yes	1				\$3,520.00
TOTAL		22	\$18,850.00	\$759,188.88		

Official Form 6 - Statistical Summary (10/06)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE: **Stephen J. Goff**

CASE NO

CHAPTER 7

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) (whether disputed or undisputed)	
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E)	
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)		

Official Form 6 - Declaration (10/06)
In re **Stephen J. Goff**

Case No. _____

DECLARATION CONCERNING DEBTOR'S SCHEDULES
DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 24 sheets, and that they are true and correct to the best of my knowledge, information, and belief. (Total shown on summary page as attached plus 2.)

Date 04/12/2007

Signature /s/ Stephen J. Goff
Stephen J. Goff

Date _____

Signature _____

[If joint case, both spouses must sign.]

Official Form 7
(10/05)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: **Stephen J. Goff**

Case No. _____
(if known)

STATEMENT OF FINANCIAL AFFAIRS

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
\$4,000.00	2007 YTD Gross Income from Real Estate Notes and Rentals
\$27,396.00	2006 Gross Income from Real Estate Notes, Rentals and Consulting
\$27,000.00	2005 Gross Income from Real Estate Notes, Rentals and Consulting

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.)

3. Payments to creditors

Complete a. or b., as appropriate, and c.

None

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 if the aggregate value of all property that constitutes or is affected by such transfer is not less than \$600. 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 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.)

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 if the aggregate value of all property that constitutes or is affected by such transfer is not less than \$5,000. (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.)

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.)

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
Cause No. 268577 Tina Rial and Angelo Mitchell v Steve Goff, Johnny Mancuso, and BCS Sav-On Real Estate,	Real Estate Dispute	In the County Court at Law No. 2 of Travis County, Texas	Judgment reached against Defendants

Official Form 7 - Cont.
(10/05)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: **Stephen J. Goff**

Case No. _____
(if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 1

**Inc. f/k/a BCS Sav-On Real
Estate, L.L.C. d/b/a Sav-On Real
Estate**

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.)

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
Bank of America	4/2006	Personal Vehicle \$15,000.00

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.)

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.)

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
Covenant Family Church 4010 Harvey Road College Station, Texas 77840		2006	Tithe \$2100

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.)

Official Form 7 - Cont.
(10/05)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: **Stephen J. Goff**

Case No. _____
(if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 2

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 a petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
American Debt Counseling, Inc. 10766 Wiles Road Coral Springs, FL 33076	6/29/05, 7/5/05, 8/5/05, 9/5/05, 10/5/05, 11/5/05, 12/5/05, 1/5/06	\$14,819.00
Peter Johnson Suite 2820 11 Greenway Plaza Houston, Texas 77046	02/25/2007	\$3,000.00

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.)

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.

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
Citibank	Checking Account #2113899 \$0	1/22/06

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.)

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.)

Official Form 7 - Cont.
(10/05)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: **Stephen J. Goff**

Case No. _____
(if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 3

14. Property held for another person

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

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
1608 Ursuline Ave. Bryan, TX 77803	Steve Goff	
4600 Colonial Circle College Station, TX 77845	Steve Goff	11/02-1/06

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
Former Spouse Clarissa Goff
803 Pine Valley
College Station, Texas 77845

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:

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.

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.

Official Form 7 - Cont.
(10/05)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: **Stephen J. Goff**

Case No. _____
(if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 4

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, ADDRESS, AND LAST FOUR DIGITS OF SOC. SEC. NO. / COMPLETE EIN OR OTHER TAXPAYER I.D. NO.	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Goff International, LLC 74-2903397	Real Estate	
Goff International Inc. 74-2903397	Real Estate	
BCS Sav-On Real Estate LLC	Real Estate and Consulting	
BCS Sav-On Real Estate Inc	Real Estate & Consulting	
BCS Homebuyers DBA	Real Estate	
John Thomas Investments Trust	Real Estate	
Affordable Construction	Construction	

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.

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
Seidel, Schroeder & Company 3833 S. Texas Ave, Suite 240 Bryan, Texas 77802	

Official Form 7 - Cont.
(10/05)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: **Stephen J. Goff**

Case No. _____
(if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 5

None b. List all firms or individuals who within 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.

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
Seidel, Schroeder & Company	3833 S. Texas Ave., Ste. 240 Bryan, Texas 77802

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
Citibank 1111 Briarcrest Drive Bryan, Texas 77802	2005
First Victoria Bank 3710 East 29th Street Bryan, Texas 77802	2005
American Debt Counseling 10766 Wiles Road Coral Springs, FL 33076	5/2005

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.

None b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

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.

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.

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.

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.

Official Form 7 - Cont.
(10/05)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: **Stephen J. Goff**

Case No. _____
(if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 6

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.

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.

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.

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.

Date 04/12/2007

Signature Is/ Stephen J. Goff
of Debtor Stephen J. Goff

Date _____

Signature _____
of Joint Debtor
(if any)

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. Sections 152 and 3571

Official Form 8
(10/05)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE: **Stephen J. Goff**

CASE NO

CHAPTER 7

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

- I have filed a schedule of assets and liabilities which includes consumer debts secured by property of the estate.
- I have filed a schedule of executory contracts and unexpired leases which includes personal property subject to an unexpired lease.
- I intend to do the following with respect to the property of the estate which secures those debts or is subject to a lease:

Description of Secured Property	Creditor's Name	Property will be surrendered	Property is claimed as exempt	Property will be redeemed pursuant to 11 U.S.C. § 722	Debt will be reaffirmed pursuant to 11 U.S.C. § 524(c)
None					

Description of Leased Property	Lessor's Name	Lease will be assumed pursuant to 11 U.S.C. § 362(h)(1)(A)
None		

Date 04/12/2007

Signature /s/ Stephen J. Goff
Stephen J. Goff

Date _____

Signature _____

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE: **Stephen J. Goff**

CASE NO

CHAPTER 7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

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

For legal services, I have agreed to accept:	Fixed Fee: <u>\$5,000.00</u>
Prior to the filing of this statement I have received:	<u>\$3,000.00</u>
Balance Due:	<u>\$2,000.00</u>

2. The source of the compensation paid to me was:
 Debtor Other (specify)
3. The source of compensation to be paid to me is:
 Debtor Other (specify)
4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
 I have agreed to share the above-disclosed compensation with another 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, statements 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;
6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

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.

04/12/2007

Date

/s/ Peter Johnson

Peter Johnson

Peter Johnson

Suite 2820

11 Greenway Plaza

Houston, Texas 77046

Phone: (713) 961-1200 / Fax: (713) 961-0941

Bar No. 10778400

/s/ Stephen J. Goff

Stephen J. Goff

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:

Stephen J. Goff

DEBTOR(S)

§
§
§
§
§
§

No.
Chapter 7

**STATEMENT OF PAYMENTS RECEIVED IN LAST 60 DAYS
AS REQUIRED BY 11 U.S.C. §521(a)**

The undersigned, being the Debtor(s) in the above-styled case hereby certifies that he is self-employed and has not received any payments within 60 days before the date of the filing of the petition.

Dated: April 12, 2007

Stephen J. Goff

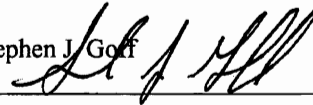


EXHIBIT #13 TO SCHEDULE B

Property Owned by Goff International, Inc.

Address	Status	Liability	Balance left on Contract	Market Value	Mortgage Company
1608 Ursuline	Rental	\$185,000.00	\$105,000.00	\$105,160.00	Suntrust Mortgage and West, Webb, Albritton and Gentry
1604 Ursuline	Contract	\$52,000.00	\$48,000.00	\$52,110.00	Private Note - Jesse Burditt
1606 Ursuline	Contract	\$61,000.00	\$61,000.00	\$71,210.00	Chase Manhattan Mortgage
217 Lynn	Contract	\$82,000.00	\$82,000.00	\$73,580.00	Private Note - Ron Selvage
10307 Timberidge Dr.	Contract	\$79,000.00	\$67,000.00	\$100,780.00	Citimortgage
1210 Batts	Contract	\$17,000.00	\$15,000.00	\$13,880.00	Private Note - Charles Krueger
203-207 Kosarek	Contract	below	below	\$25,670.00	Private Note - Billy Warren
1407 Konecny	Contract	\$74,000.00	\$57,000.00	\$23,170.00	Private Note - Billy Warren
1803 Nuches	Contract	\$37,000.00	\$24,000.00	\$47,330.00	Private Note - Philene Richie
Bluebonnet Lot		\$0.00	\$1,000.00		
Total:				\$460,000.00	\$512,890.00

THIS FORM IS SUBMITTED IN LIEU OF **OFFICIAL FORM B22A****Explication of Nature of Debt**

Creditor	Nature		
	Total	Consumer	Business
American Express (Credit Card)	\$3,003.00		\$3,003.00
Bank of America (Car Loan)	\$7,213.00	\$7,213.00	
Bank of America (Credit Card)	\$16,856.00		\$16,856.00
BCS Eagle Newspaper (Advertising)	\$7,759.78		\$7,759.78
Bryan, Stacy & Dillard (Prommisory Note)	\$50,000.00		\$50,000.00
Capital One Bank (Credit Card)	\$5,169.14		\$5,169.14
Chase (Credit Card)	\$10,848.00		\$10,848.00
Chase (Credit Card)	\$8,670.00		\$8,670.00
Chase Manhattan Mortgage	\$60,291.00		\$60,291.00
Chase Manhattan Mortgage	\$39,248.00		\$39,248.00
Citibank (Credit Card)	\$7,532.00		\$7,532.00
Citibank (Credit Card)	\$5,783.33		\$5,783.33
Citimortgage	\$78,803.00		\$78,803.00
Discover (Credit Card)	\$10,658.00		\$10,658.00
Dorothy Price	\$100,000.00		\$100,000.00
Federated Financial Corporation	\$20,859.00		\$20,859.00
First Bank of Snook (Mortgage)	\$32,405.00		\$32,405.00
Glays Meyers (Loan)	\$42,000.00		\$42,000.00
GM Card (Credit Card)	\$2,066.41		\$2,066.41
Suntrust Mortgage	\$83,205.00		\$83,205.00
Tina Riatt (Lawsuit)	\$29,580.22		\$29,580.22
Wells Fargo (Credit Card)	\$10,357.00		\$10,357.00
William Krueger	\$147,000.00		\$147,000.00
TOTAL:	\$779,306.88	\$7,213.00	\$772,093.88
PERCENTAGE CONSUMER/BUSINESS DEBT:	100.0%	0.9%	99.1%

Proof of Debt |

Form M-200

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	Case No. 07-32579-H5-7
Stephen John Goff	§	Chapter 7
fdba Goff International Llc	§	
dba Goff Internat	§	
Debtor	§	

MOTION FOR RELIEF FROM THE STAY
REGARDING NON-EXEMPT PROPERTY

THIS IS A MOTION FOR RELIEF FROM THE AUTOMATIC STAY. IF YOU OBJECT TO THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY, YOU SHOULD CONTACT THE MOVANT IMMEDIATELY TO TRY TO REACH AN AGREEMENT. IF YOU CANNOT REACH AN AGREEMENT, YOU MUST FILE A WRITTEN RESPONSE AND SEND A COPY TO MOVANT NO LATER THAN JUNE 15, 2007, AND YOU MUST ATTEND THE HEARING. THE COPY SENT TO THE MOVANT MUST BE DELIVERED BY HAND OR ELECTRONIC DELIVERY IF IT IS SENT LESS THAN FIVE BUSINESS DAYS PRIOR TO THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE HEARING MAY BE AN EVIDENTIARY HEARING AND THE COURT MAY GRANT OR DENY RELIEF FROM THE STAY BASED ON THE EVIDENCE PRESENTED AT THIS HEARING. THE COURT WILL CONDUCT A HEARING ON THIS MOTION ON JUNE 27, 2007 AT 9:00 AM IN COURTROOM 403, ON THE 4TH FLOOR OF THE U.S. COURTHOUSE, 515 RUSK AVENUE, HOUSTON, TEXAS 77002.

1. This motion requests an order from the Bankruptcy Court authorizing the person filing this motion to foreclose on the property that is identified in paragraph 3.

2. Movant: SunTrust Mortgage, Inc.

3. Movant, directly or as agent for the holder, holds a security interest in 1608 Ursuline Avenue, Bryan, Texas 77803, and more particularly described as follows:

Metes and bounds description of all that certain tract or parcel of land lying and being situated in Bryan, Brazos County, Texas. Said tract being a portion of Lots 22 and 23, Cole Addition, according to the plat recorded in Volume 38, Page 358 of the Deed Records of Brazos County, Texas.

Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set on the north line of Ursuline Avenue (55.56' R.O.W.) marking the southeast corner of said Lot 23 and the said southwest corner of Lot 24, Code Addition, for reference a 5/8 inch iron rod bears: S 89° 27' 23" for a distance of 250.57 feet;

THENCE: N 89° 27'23" W along the north line of Ursuline Avenue for a distance of 100.00 feet to a 5/8 inch iron rod set marking the southwest corner of said Lot 22 and the southeast corner of Lot 21, Cole Addition, for reference an axle found on the south line of Ursuline Avenue bears: S 00° 35' 01" W – 55.61 feet and N 89° 24' 59" W – 157.75 feet, and a 3/4/ inch iron pipe found bears: N 89° 27' 23" W for a distance of 250.47 feet;

THENCE: N 00° 32' 37" E along the common line of said Lot 21 and Lot 22 for a distance of 184.99 feet to a point marking a northwest corner of this herein

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described tract, for reference a 5/8 inch iron rod set bears: N 00° 32' 37" E for a distance of 25.31 feet;

THENCE: through said Lots 22 and 23 for the following calls:

S 89° 27' 23" E for a distance of 77.30 feet to a point;

N 00° 32' 37" E for a distance of 25.31 feet to a point;

S 89° 27' 23" E for a distance of 22.70 feet to a 5/8 inch iron rod set on the common line of said Lot 23 and Lot 24 marking the northeast corner of this herein described tract, for reference a 1 inch iron pipe found bears: N 13° 06' 51" W for a distance of 4.00 feet;

THENCE: S 00° 32' 37" W along the common line of said Lot 23 and Lot 24 for a distance of 210.30 feet to the POINT OF BEGINNING containing 0.44 of an acre of land, more or less, as surveyed on the ground July, 2002. See plat prepared July, 2002, for more descriptive information. Bearing system shown herein is based on grid north as established from GPS Observation.

4. Movant has reviewed the schedules filed in this case. The property described in paragraph 3 is NOT claimed as exempt by the debtor.

5. Type of collateral: Residential First Mortgage

6. Debtor's scheduled value of property: \$100,000.00

7. Movant's estimated value of property: \$100,000.00

8. Total amount owed to Movant: \$86,277.15

9. Estimated equity (paragraph 7 minus paragraph 8): \$13,722.85

10. Total pre- and post-petition arrearages: \$2,860.65

11. Total post-petition arrearages: \$2,860.65

12. Amount of unpaid, past due property taxes, if applicable: Property Taxes are current as this is an escrowing loan and taxes are paid by Movant.

13. Expiration date on insurance policy, if applicable: N/A

14. Movant seeks relief based on the Debtor's failure to make payments. Debtor's payment history is attached as Exhibit "A." Movant represents that the attached payment history is a current payment history reflecting all payments, advances, charges and credits from the beginning of the loan. Movant further represents that the payment history is self-explanatory or can be interpreted by application of coding information that is also attached. Movant acknowledges that the Court may prohibit the use of parol evidence to interpret a payment history that does not satisfy these representations.

15. Movant seeks relief based on the Debtor's failure to provide a certificate of insurance reflecting insurance coverage as required under the Debtor's pre-petition contracts.

16. Name of Codebtor: N/A

Form M-200

17. Based on the foregoing, Movant seeks termination of the automatic stay to allow Movant to foreclose the Debtor's property and seeks to recover its costs and attorneys' fees in an amount not to exceed the amount listed in paragraph 9.

Movant certifies that prior to filing this motion an attempt was made to confer with the Debtor's counsel either by telephone, by e-mail or by facsimile, by the following person on the following date and time: Joe M. Lozano, Jr. on May 11, 2007 at 2:30pm via telephone. An agreement could not be reached. If requested by Debtor or Debtor's counsel, a payment history in the form attached to this motion was provided at least two business days before this motion was filed.

Date: June 1st, 2007

/s/ Hilary B. Bonial /s/ Joe M. Lozano, Jr.
Movant's counsel
Hilary B. Bonial
LA 24305 / S.D. Tex. Bar No. 23093
Joe M. Lozano, Jr.
TBN 24005462 / S.D. Tex. Bar No. 30800
Tyler B. Jones
TBN 24046177 / S.D. Tex. Bar No. 588580
Attorneys and Counselors
9441 LBJ Freeway, Suite 350
Dallas, Texas 75243
(972) 643-6600
(972) 643-6698 (Telecopier)
E-mail: bkcyattorneys@bkcyllaw.com

Form M-200

Certificate of Service and Certificate of Compliance with BLR 4001

A copy of this motion was served on the persons shown on Exhibit "1" at the addresses reflected on that exhibit on June 4th, 2007 by prepaid United States first class mail or via electronic notification. Movant certifies that Movant has complied with Bankruptcy Local Rule 4001.

/s/ Hilary B. Bonial /s/ Joe M. Lozano, Jr.

Hilary B. Bonial
Joe M. Lozano, Jr.
Tyler B. Jones

9308-N-0003

Form M-200

EXHIBIT "1"

Service to:

Debtor's Attorney
Peter Johnson
Law Offices Of Peter Johnson
Suite 2820
Eleven Greenway Plaza
Houston, TX 77046

Debtor
Stephen John Goff
fdba Goff International Llc
dba Goff Internat
505B Cooner Street
College Station, Texas 77840

US Trustee
Office of the US Trustee
515 Rusk Street, Suite 3516
Houston, Texas 77002

Chapter 7 Trustee
Rodney D. Tow
10077 Grogans Mill Road, Suite 145
The Woodlands, Texas 77380

AND TO THE PARTIES ON THE ATTACHED MATRIX

9308-N-0003

Label Matrix for local noticing
0541-4
Case 07-32579
Southern District of Texas
Houston
Mon May 14 11:40:07 CDT 2007

American Express
P O Box 297871
Fort Lauderdale, FL 33329

Bank Of America
Po Box 1598
Norfolk, VA 23501

Billy Warren
1508 Misty Lane
College Station, TX 77845

Chase
800 Brooksedge Blvd
Westerville, OH 43081

Citibank
Po Box 6241
Sioux Falls, SD 57117

Clarissa Goff
803 Pine Valley
College Station, TX 77845

ER Solutions Inc.
800 SW 39th Street
P.O. Box 9004
Renton, WA 98057

Federated Financial Corp
Advanta Business Card
P.O. Box 2034
Farmington Hills, MI 48333

GM Card
C/o National American Credit Corp
P.O. Box 1099
Langhorne, PA 19047

SunTrust Mortgage, Inc.
McCalla, Raymer, et al.
Bankruptcy Department
1544 Old Alabama Road
Roswell, GA 30076

Associated Recovery Systems
P.O. Box 469046
Escondido, CA 92046

Bank of America
4161 Piedmont Pkwy
Greensboro, NC 27410

Bryan, Stacy & Dillard
102 East 26th
Byran, Texas 77803

Chase Manhattan Mtg
3415 Vision Dr
Columbus, OH 43219

Citifinancial
1000 Technology Drive
O Fallon, Mo 63368

Clarissa Goff
803 Pine Valley
College Station, Texas 77845

Edward T. Burket Associates
P.O. Box 440400
Houston, TX 77244

First Bank Of Snook
701 University Dr E
College Station, TX 77840

Glays Meyers
Rick Buttery
1605 Winchester
Middlesboro, KY 40965

4
United States Bankruptcy Court
PO Box 61288
Houston, TX 77208

BCS Eagle Newspaper
1729 Briarcrest Dr.
P.O. Box 3000
Byran, TX 77802

Bank of America
P.O. Box 45224
Jacksonville, FL 32232

Capital One Bank
C/o Northland Group Inc.
P.O. Box 390846
Edina, MN 55439

Citibank
C/o IMG
3950 Regent Blvd
Mail Stop S2B-230
Irving, TX 75063

Citimortgage Inc
Po Box 9442
Gaithersburg, MD 20898

(p)DISCOVER FINANCIAL SERVICES LLC
PO BOX 3025
NEW ALBANY OH 43054-3025

Federated Fin Corp
30955 Northwestern Hwy
Farmington Hills, MI 48334

Ford Motor Credit
P.O. Box 640001
Dallas, TX 75364-0001

Goff International, Inc.
C/O STEVE GOFF
505B Cooner Street
College Station, Tx 77840

IRS- Sp Proc Branch
Bankruptcy Section, Mail Code 5022HOU
1919 Smith Street
Houston, TX 77002

(p) INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 21126
PHILADELPHIA PA 19114-0326

Jack Dillard
C/o Teri Conway
800 Eagle Pass, Apt. D
Byran, Texas 77802

MRS Associates Inc
3 Executive Campus, Ste. 400
Cherry Hill, NJ 08002

NCO Financial Inc.
P.O. Box 15773
Wilmington, DE 19850

Nationwide Credit Inc
3600 East University Dr.
Suite B1350
Phoenix, AZ 85034

RMS
899 Eaton Ave.
P.O. Box 20410
Bethlehem, PA 18025

Stephen J. Goff
505B Cooner Street
College Station, Texas 77840

Suntrust Mortgage
1001 Semmes Ave
Richmond, VA 23224

Tina Rialt
Angelo Mitchell
Atty Mark R. Lee
13706 North Hwy 183, Ste 214
Austin, TX 78750

US Trustee
Office of the US Trustee
515 Rusk Ave
Ste 3516
Houston, TX 77002

Wells Fargo Bank
Po Box 5445
Portland, OR 97228

West Asset Management
P.O. Box 725329
Atlanta, GA 31139

West, Webb, Allbritton & Gentry
Dorothy Price
1515 Emerald Plaza
College Station, Texas 77845

William Krueger
2100 Windsor #21
Bryan, Texas 77802

Peter Johnson
Law Offices of Peter Johnson
Suite 2820
Eleven Greenway Plaza
Houston, TX 77046

Rodney D Tow
Tow and Koenig PLLC
26219 Oak Ridge Drive
The Woodlands, TX 77380

Stephen John Goff
505B Cooner Street
College Station, TX 77840

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Discover
P.O. Box 15316
Wilmington, DE 19850

Internal Revenue Service
Austin, TX 73301

(d) Internal Revenue Service
P.O. Box 21126
Philadelphia, PA 19114

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) HSBC

End of Label Matrix	
Mailable recipients	47
Bypassed recipients	1
Total	48

Payment History
 May 11, 2007
 For Period 8/21/2002 to 5/10/2007

Stephen John Goff
 Loan # 0131154247
 Case # 07-32579

Date Rcvd	Amount Rcvd	Post Applied	Running Suspense	Amount Due	Amount Applied
10/7/02	858.00	10/02			
11/7/02	858.00	11/02			
12/6/02	858.00	12/02			
1/10/03	858.00	1/03			
2/10/03	858.00	2/03			
3/7/03	858.00	3/03			
4/7/03	858.00	4/03			
5/5/03	870.08	5/03			
6/6/03	838.43	6/03			
7/3/03	838.42	7/03			
8/5/03	838.43	8/03			
9/8/03	838.43	9/03			
10/6/03	838.43	10/03			
11/10/03	838.43	11/03			
12/5/03	838.43	12/03			
1/7/04	838.43	1/04			
2/6/04	838.43	2/04			
3/5/04	838.43	3/04			
4/16/04	1002.23	4/04			
5/7/04	1002.23	5/04			
6/7/04	1002.23	6/04			
7/12/04	1002.23	7/04			
8/9/04	1002.23	8/04			
9/2/04	1002.23	9/04			
10/14/04	1002.23	10/04			

EX "A"

11/15/04	1002.23	11/04			
12/23/04	1002.23	12/04			
1/31/05	1060.47	1/05			
2/9/05	1002.23	2/05			
3/21/05	1031.35	3/05			
4/11/05	1011.89	4/05			
5/11/05	1011.89	5/05			
6/6/05	1011.89	6/05			
7/22/05	1011.89	7/05			
8/26/05	1070.13	8/05			
9/16/05	1011.89	9/05			
10/17/05	1041.01	10/05			
11/10/05	1011.89	11/05			
1/17/06	2052.90	12/05-1/06			
3/20/06	2082.02	2/06-3/06			
5/30/06	989.77	4/06			
6/07/06	1863.06	5/06-6/06			
7/17/06	960.65	7/06			
8/28/06	960.65	8/06			
10/13/06	960.65	9/06			
11/07/06	960.65	10/06			
11/22/06	960.65	11/06			
1/5/07	960.65	12/06			
1/31/07	960.65	1/07			
3/6/07	960.65	2/07			

Exhibit EE

Official Form 1 (1/08)

United States Bankruptcy Court MIDDLE DISTRICT OF FLORIDA		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Peterson, Troy L.		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): NONE		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): 7559		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. & Street, City, and State): 14013 Spruce Creek Lane Orlando FL		Street Address of Joint Debtor (No. & Street, City, and State):
ZIPCODE 32828		ZIPCODE
County of Residence or of the Principal Place of Business: Orange		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): SAME		Mailing Address of Joint Debtor (if different from street address):
ZIPCODE		ZIPCODE
Location of Principal Assets of Business Debtor (if different from street address above): NOT APPLICABLE		ZIPCODE
Type of Debtor (Form of organization) (Check one box.) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (if debtor is not one of the above entities, check this box and state type of entity below <hr/>	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose" <input type="checkbox"/> Debts are primarily business debts. Chapter 11 Debtors: Check one box: <input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000		
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Peterson, Troy L.	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: Eastern District of CA	Case Number: 96-15056-A-7	Date Filed: 06/96-10/96	
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:		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 have delivered to the debtor the notice required by 11 U.S.C. §342(b).</p> <p>X <u>/s/ Jonathan B. Alper, Esquire</u> 2/ 1/2008</p> <p style="font-size:small;">Signature of Attorney for Debtor(s) Date</p>	
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?			
<input type="checkbox"/> Yes, and exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> 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.)			
<input checked="" type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> 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)			
<input checked="" type="checkbox"/> 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.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> 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 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.)			
<input type="checkbox"/> 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)			
<input type="checkbox"/> 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			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

<p>Voluntary Petition <i>(This page must be completed and filed in every case)</i></p>	<p>Name of Debtor(s): Peterson, Troy L.</p>
Signatures	
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>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.</p> <p>[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)</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X /s/ Peterson, Troy L. _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (if not represented by attorney)</p> <p>2/ 1/2008 _____ Date</p>	<p style="text-align: center;">Signature of a Foreign Representative</p> <p>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.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed name of Foreign Representative)</p> <p>2/ 1/2008 _____ (Date)</p>
<p style="text-align: center;">Signature of Attorney*</p> <p>X /s/ Jonathan B. Alper, Esquire _____ Signature of Attorney for Debtor(s)</p> <p>Jonathan B. Alper, Esquire 208681 _____ Printed Name of Attorney for Debtor(s)</p> <p>Jonathan B. Alper, P.L.C. _____ Firm Name</p> <p>274 Kipling Court _____ Address</p> <p>Heathrow FL 32746 _____ Address</p> <p>(407) 444-0404 _____ Telephone Number</p> <p>2/ 1/2008 _____ Date</p> <p><small>*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.</small></p>	<p style="text-align: center;">Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>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.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ 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.)</p> <p>_____ Address</p> <p>_____ Address</p> <p>X _____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>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.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>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.</i></p>
<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>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.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Authorized Individual</p> <p>_____ Printed Name of Authorized Individual</p> <p>_____ Title of Authorized Individual</p> <p>2/ 1/2008 _____ Date</p>	<p>X _____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>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.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>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.</i></p>

B22A (Official Form 22A) (Chapter 7) (01/08)

In re Peterson, Troy L.
Debtor(s)

Case Number: _____
(if known)

According to the calculations required by this statement:

The presumption arises.

The presumption does not arise.

(Check the box as directed in Parts I, III, and VI of this statement.)

CHAPTER 7 STATEMENT OF CURRENT MONTHLY INCOME AND MEANS-TEST CALCULATION

In addition to Schedules I and J, this statement must be completed by every individual chapter 7 debtor, whether or not filing jointly. Joint debtors may complete one statement only.

Part I. EXCLUSION FOR DISABLED VETERANS AND NON-CONSUMER DEBTORS	
1A	<p>If you are a disabled veteran described in the Veteran's Declaration in this Part I, (1) check the box at the beginning of the Veteran's Declaration, (2) check the box for "The presumption does not arise" at the top of this statement, and (3) complete the verification in Part VIII. Do not complete any of the remaining parts of this statement.</p> <p><input type="checkbox"/> Veteran's Declaration. By checking this box, I declare under penalty of perjury that I am a disabled veteran (as defined in 38 U.S.C. § 3741(1)) whose indebtedness occurred primarily during a period in which I was on active duty (as defined in 10 U.S.C. § 101(d)(1)) or while I was performing a homeland defense activity (as defined in 32 U.S.C. §901(1)).</p>
1B	<p>If your debts are not primarily consumer debts, check the box below and complete the verification in Part VIII. Do not complete any of the remaining parts of this statement.</p> <p><input type="checkbox"/> Declaration of non-consumer debts. By checking this box, I declare that my debts are not primarily consumer debts.</p>

Part II. CALCULATION OF MONTHLY INCOME FOR § 707(b)(7) EXCLUSION												
2	<p>Marital/filing status. Check the box that applies and complete the balance of this part of this statement as directed.</p> <p>a. <input type="checkbox"/> Unmarried. Complete only Column A ("Debtor's Income") for Lines 3-11.</p> <p>b. <input type="checkbox"/> Married, not filing jointly, with declaration of separate households. By checking this box, debtor declares under penalty of perjury: "My spouse and I are legally separated under applicable non-bankruptcy law or my spouse and I are living apart other than for the purpose of evading the requirements of § 707(b)(2)(A) of the Bankruptcy Code." Complete only Column A ("Debtor's Income") for Lines 3-11.</p> <p>c. <input checked="" type="checkbox"/> Married, not filing jointly, without the declaration of separate households set out in Line 2.b above. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 3-11.</p> <p>d. <input type="checkbox"/> Married, filing jointly. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 3-11.</p>											
<p>All figures must reflect average monthly income received from all sources, derived during the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If the amount of monthly income varied during the six months, you must divide the six month total by six, and enter the result on the appropriate line.</p>		Column A	Column B									
3	Gross wages, salary, tips, bonuses, overtime, commissions.	\$0.00	\$1,400.00									
4	<p>Income from the operation of a business, profession, or farm. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. If you operate more than one business, profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero. Do not include any part of the business expenses entered on Line b as a deduction in Part V.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 5%; text-align: center;">a.</td> <td style="width: 65%;">Gross receipts</td> <td style="width: 30%; text-align: right;">\$0.00</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Ordinary and necessary business expenses</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>Business income</td> <td style="text-align: right;">Subtract Line b from Line a</td> </tr> </table>	a.	Gross receipts	\$0.00	b.	Ordinary and necessary business expenses	\$0.00	c.	Business income	Subtract Line b from Line a	\$0.00	\$0.00
a.	Gross receipts	\$0.00										
b.	Ordinary and necessary business expenses	\$0.00										
c.	Business income	Subtract Line b from Line a										
5	<p>Rent and other real property income. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 5. Do not enter a number less than zero. Do not include any part of the operating expenses entered on Line b as a deduction in Part V.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 5%; text-align: center;">a.</td> <td style="width: 65%;">Gross receipts</td> <td style="width: 30%; text-align: right;">\$3,100.00</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Ordinary and necessary operating expenses</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>Rent and other real property income</td> <td style="text-align: right;">Subtract Line b from Line a</td> </tr> </table>	a.	Gross receipts	\$3,100.00	b.	Ordinary and necessary operating expenses	\$0.00	c.	Rent and other real property income	Subtract Line b from Line a	\$3,100.00	\$0.00
a.	Gross receipts	\$3,100.00										
b.	Ordinary and necessary operating expenses	\$0.00										
c.	Rent and other real property income	Subtract Line b from Line a										
6	Interest, dividends, and royalties.	\$0.00	\$0.00									

B22A (Official Form 22A) (Chapter 7) (01/08) - Cont.

7	Pension and retirement income.	\$0.00	\$0.00						
8	Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that purpose. Do not include alimony or separate maintenance payments or amounts paid by your spouse if Column B is completed.	\$0.00	\$0.00						
9	Unemployment compensation. Enter the amount in the appropriate column(s) of Line 9. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Unemployment compensation claimed to be a benefit under the Social Security Act</td> <td style="width: 30%;">Debtor <u>\$1,100.00</u></td> <td style="width: 35%;">Spouse <u>\$0.00</u></td> </tr> </table>	Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor <u>\$1,100.00</u>	Spouse <u>\$0.00</u>	\$1,100.00	\$0.00			
Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor <u>\$1,100.00</u>	Spouse <u>\$0.00</u>							
10	Income from all other sources. Specify source and amount. If necessary, list additional sources on a separate page. Do not include alimony or separate maintenance payments paid by your spouse if Column B is completed, but include all other payments of alimony or separate maintenance. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or domestic terrorism. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">a.</td> <td style="width: 60%;"></td> <td style="width: 30%; text-align: center;">0</td> </tr> <tr> <td>b.</td> <td></td> <td style="text-align: center;">0</td> </tr> </table> <p>Total and enter on Line 10</p>	a.		0	b.		0	\$0.00	\$0.00
a.		0							
b.		0							
11	Subtotal of Current Monthly Income for § 707(b)(7). Add Lines 3 thru 10 in Column A, and, if Column B is completed, add Lines 3 through 10 in Column B. Enter the total(s).	\$4,200.00	\$1,400.00						
12	Total Current Monthly Income for § 707(b)(7). If Column B has been completed, add Line 11, Column A to Line 11, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 11, Column A.	\$5,600.00							

Part III. APPLICATION OF § 707(b)(7) EXCLUSION			
13	Annualized Current Monthly Income for § 707(b)(7). Multiply the amount from Line 12 by the number 12 and enter the result.	\$67,200.00	
14	Applicable median family income. Enter the median family income for the applicable state and household size. (This information is available by family size at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) a. Enter debtor's state of residence: <u>FLORIDA</u> b. Enter debtor's household size: <u>5</u>	\$71,924.00	
15	Application of Section 707(b)(7). Check the applicable box and proceed as directed. <input checked="" type="checkbox"/> The amount on Line 13 is less than or equal to the amount on Line 14. Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete Part VIII; do not complete Parts IV, V, VI, or VII. <input type="checkbox"/> The amount on Line 13 is more than the amount on Line 14. Complete the remaining parts of this statement.		

Complete Parts IV, V, VI, and VII of this statement only if required. (See Line 15).

Part IV. CALCULATION OF CURRENT MONTHLY INCOME FOR § 707(b)(2)												
16	Enter the amount from Line 12.	\$										
17	Marital adjustment. If you checked the box at Line 2.c, enter on Line 17 the total of any income listed in Line 11, Column B that was NOT paid on a regular basis for the household expenses of the debtor or the debtor's dependents. Specify in the lines below the basis for excluding the Column B income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If you did not check box at Line 2.c, enter zero. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">a.</td> <td style="width: 60%;"></td> <td style="width: 30%; text-align: center;">\$</td> </tr> <tr> <td>b.</td> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td>c.</td> <td></td> <td style="text-align: center;">\$</td> </tr> </table> <p>Total and enter on Line 17</p>	a.		\$	b.		\$	c.		\$	\$	
a.		\$										
b.		\$										
c.		\$										

18	Current monthly income for § 707(b)(2). Subtract Line 17 from Line 16 and enter the result.	\$
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Part V. CALCULATION OF DEDUCTIONS FROM INCOME

Subpart A: Deductions under Standards of the Internal Revenue Service (IRS)

19A	<p>National Standards: food, clothing, and other items. Enter in Line 19A the "Total" amount from IRS National Standards for Food, Clothing and Other Items for the applicable household size. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)</p>	\$
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19B	<p>National Standards: health care. Enter in Line a1 below the amount from IRS National Standards for Out-of-Pocket Health Care for persons under 65 years of age, and in Line a2 the IRS National Standards for Out-of-Pocket Health Care for persons 65 years of age or older. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) Enter in Line b1 the number of members of your household who are under 65 years of age, and enter in Line b2 the number of members of your household who are 65 years of age or older. (The total number of household members must be the same as the number stated in Line 14b.) Multiply Line a1 by Line b1 to obtain a total amount for household members under 65, and enter the result in Line c1. Multiply Line a2 by Line b2 to obtain a total amount for household members 65 and older, and enter the result in Line c2. Add Lines c1 and c2 to obtain a total health care amount, and enter the result in Line 19B.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;">Household members under 65 years of age</th> <th colspan="2" style="text-align: left;">Household members 65 years of age or older</th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">a1.</td> <td style="width: 65%;">Allowance per member</td> <td style="width: 5%;">a2.</td> <td style="width: 25%;">Allowance per member</td> </tr> <tr> <td>b1.</td> <td>Number of members</td> <td>b2.</td> <td>Number of members</td> </tr> <tr> <td>c1.</td> <td>Subtotal</td> <td>c2.</td> <td>Subtotal</td> </tr> </tbody> </table>	Household members under 65 years of age		Household members 65 years of age or older		a1.	Allowance per member	a2.	Allowance per member	b1.	Number of members	b2.	Number of members	c1.	Subtotal	c2.	Subtotal	\$
Household members under 65 years of age		Household members 65 years of age or older																
a1.	Allowance per member	a2.	Allowance per member															
b1.	Number of members	b2.	Number of members															
c1.	Subtotal	c2.	Subtotal															

20A	<p>Local Standards: housing and utilities; non-mortgage expenses. Enter the amount of the IRS Housing and Utilities Standards; non-mortgage expenses for the applicable county and household size. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)</p>	\$
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20B	<p>Local Standards: housing and utilities; mortgage/rent expenses. Enter, in Line a below, the amount of the IRS Housing and Utilities Standards; mortgage/rent expense for your county and household size (this information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter on Line b the total of the Average Monthly Payments for any debts secured by your home, as stated in Line 42; subtract Line b from Line a and enter the result in Line 20B. Do not enter an amount less than zero.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">a.</td> <td style="width: 65%;">IRS Housing and Utilities Standards; mortgage/rental expense</td> <td style="width: 30%; text-align: right;">\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by your home, if any, as stated in Line 42</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>c.</td> <td>Net mortgage/rental expense</td> <td style="text-align: right;">Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Housing and Utilities Standards; mortgage/rental expense	\$	b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 42	\$	c.	Net mortgage/rental expense	Subtract Line b from Line a.	\$
a.	IRS Housing and Utilities Standards; mortgage/rental expense	\$									
b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 42	\$									
c.	Net mortgage/rental expense	Subtract Line b from Line a.									

21	<p>Local Standards: housing and utilities; adjustment. If you contend that the process set out in Lines 20A and 20B does not accurately compute the allowance to which you are entitled under the IRS Housing and Utilities Standards, enter any additional amount to which you contend you are entitled, and state the basis for your contention in the space below:</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	\$
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22A	<p>Local Standards: transportation; vehicle operation/public transportation expense. You are entitled to an expense allowance in this category regardless of whether you pay the expenses of operating a vehicle and regardless of whether you use public transportation.</p> <p>Check the number of vehicles for which you pay the operating expenses or for which the operating expenses are included as a contribution to your household expenses in Line 8. <input checked="" type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 or more.</p> <p>If you checked 0, enter on Line 22A the "Public Transportation" amount from IRS Local Standards: Transportation. If you checked 1 or 2 or more, enter on Line 22A the "Operating Costs" amount from IRS Local Standards: Transportation for the applicable number of vehicles in the applicable Metropolitan Statistical Area or Census Region. (These amounts are available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)</p>	\$
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22B	<p>Local Standards: transportation; additional public transportation expense. If you pay the operating expenses for a vehicle and also use public transportation, and you contend that you are entitled to an additional deduction for your public transportation expenses, enter on Line 22B the "Public Transportation" amount from IRS Local Standards: Transportation. (This amount is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)</p>	\$
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23	<p>Local Standards: transportation ownership/lease expense; Vehicle 1. Check the number of vehicles for which you claim an ownership/lease expense. (You may not claim an ownership/lease expense for more than two vehicles.)</p> <p><input type="checkbox"/> 1 <input type="checkbox"/> 2 or more.</p> <p>Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 1, as stated in Line 42; subtract Line b from Line a and enter the result in Line 23. Do not enter an amount less than zero.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%;">a.</td> <td style="width:65%;">IRS Transportation Standards, Ownership Costs</td> <td style="width:30%; text-align:right;">\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 42</td> <td style="text-align:right;">\$</td> </tr> <tr> <td>c.</td> <td>Net ownership/lease expense for Vehicle 1</td> <td style="text-align:right;">Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 42	\$	c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards, Ownership Costs	\$									
b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 42	\$									
c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.									
24	<p>Local Standards: transportation ownership/lease expense; Vehicle 2. Complete this Line only if you checked the "2 or more" Box in Line 23. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 2, as stated in Line 42; subtract Line b from Line a and enter the result in Line 24. Do not enter an amount less than zero.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%;">a.</td> <td style="width:65%;">IRS Transportation Standards, Ownership Costs</td> <td style="width:30%; text-align:right;">\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 42</td> <td style="text-align:right;">\$</td> </tr> <tr> <td>c.</td> <td>Net ownership/lease expense for Vehicle 2</td> <td style="text-align:right;">Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 42	\$	c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards, Ownership Costs	\$									
b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 42	\$									
c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.									
25	<p>Other Necessary Expenses: taxes. Enter the total average monthly expense that you actually incur for all federal, state and local taxes, other than real estate and sales taxes, such as income taxes, self employment taxes, social-security taxes, and Medicare taxes. Do not include real estate or sales taxes.</p>										
26	<p>Other Necessary Expenses: mandatory payroll deductions for employment. Enter the total average monthly payroll deductions that are required for your employment, such as retirement contributions, union dues, and uniform costs. Do not include discretionary amounts, such as voluntary 401(k) contributions.</p>	\$									
27	<p>Other Necessary Expenses: life insurance. Enter total average monthly premiums that you actually pay for term life insurance for yourself. Do not include premiums for insurance on your dependents, for whole life or for any other form of insurance.</p>	\$									
28	<p>Other Necessary Expenses: court-ordered payments. Enter the total monthly amount that you are required to pay pursuant to the order of a court or administrative agency, such as spousal or child support payments. Do not include payments on past due support obligations included in Line 44.</p>	\$									
29	<p>Other Necessary Expenses: education for employment or for a physically or mentally challenged child. Enter the total average monthly amount that you actually expend for education that is a condition of employment and for education that is required for a physically or mentally challenged dependent child for whom no public education providing similar services is available.</p>	\$									
30	<p>Other Necessary Expenses: childcare. Enter the total average monthly amount that you actually expend on childcare - such as baby-sitting, day care, nursery and preschool. Do not include other educational payments.</p>	\$									
31	<p>Other Necessary Expenses: health care. Enter the total average monthly amount that you actually expend on health care that is required for the health and welfare of yourself or your dependents, that is not reimbursed by insurance or paid by a health savings account, and that is in excess of the amount entered in Line 19B. Do not include payments for health insurance or health savings accounts listed in Line 34.</p>	\$									
32	<p>Other Necessary Expenses: telecommunication services. Enter the total average monthly amount that you actually pay for telecommunication services other than your basic home telephone and cell phone service -- such as pagers, call waiting, caller id, special long distance, or internet service -- to the extent necessary for your health and welfare or that of your dependents. Do not include any amount previously deducted.</p>	\$									
33	<p>Total Expenses Allowed under IRS Standards. Enter the total of Lines 19 through 32</p>	\$									

Subpart B: Additional Living Expense Deductions

Note: Do not include any expenses that you have listed in Lines 19-32

34	<p>Health Insurance, Disability Insurance and Health Savings Account Expenses. List the monthly expenses in the categories set out in lines a-c below that are reasonably necessary for yourself, your spouse, or your dependents.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align:center;">a.</td> <td style="width:65%;">Health Insurance</td> <td style="width:30%;">\$</td> </tr> <tr> <td style="text-align:center;">b.</td> <td>Disability Insurance</td> <td>\$</td> </tr> <tr> <td style="text-align:center;">c.</td> <td>Health Savings Account</td> <td>\$</td> </tr> </table> <p>Total and enter on Line 34</p> <p>If you do not actually expend this total amount, state your actual total average monthly expenditures in the space below:</p> <p>\$ _____</p>	a.	Health Insurance	\$	b.	Disability Insurance	\$	c.	Health Savings Account	\$	\$
a.	Health Insurance	\$									
b.	Disability Insurance	\$									
c.	Health Savings Account	\$									
35	<p>Continued contributions to the care of household or family members. Enter the total average actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses.</p>	\$									
36	<p>Protection against family violence. Enter the total average reasonably necessary monthly expenses that you actually incurred to maintain the safety of your family under the Family Violence Prevention and Services Act or other applicable federal law. The nature of these expenses is required to be kept confidential by the court.</p>	\$									
37	<p>Home energy costs. Enter the total average monthly amount, in excess of the allowance specified by IRS Local Standards for Housing and Utilities, that you actually expend for home energy costs. You must provide your case trustee with documentation of your actual expenses, and you must demonstrate that reasonable and necessary and not already accounted for in the IRS Standards.</p>	\$									
38	<p>Education expenses for dependent children less than 18. Enter the total average monthly expenses that you actually incur, not to exceed \$137.50 per child, for attendance at a private or public elementary or secondary school by your dependent children less than 18 years of age. You must provide your case trustee with documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in the IRS Standards.</p>	\$									
39	<p>Additional food and clothing expense. Enter the total average monthly amount by which your food and clothing expenses exceed the combined allowances for food and clothing (apparel and services) in the IRS National Standards, not to exceed 5% of those combined allowances. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) You must demonstrate that the additional amount claimed is reasonable and necessary.</p>	\$									
40	<p>Continued charitable contributions. Enter the amount that you will continue to contribute in the form of cash or financial instruments to a charitable organization as defined in 26 U.S.C. § 170(c)(1)-(2).</p>	\$									
41	<p>Total Additional Expense Deductions under § 707(b). Enter the total of Lines 34 through 40</p>	\$									

Subpart C: Deductions for Debt Payment

42	<p>Future payments on secured claims. For each of your debts that is secured by an interest in you own, list the name of the creditor, identify the property securing the debt, state the Average Monthly Payment, and check whether the payment includes taxes or insurance. The Average Monthly Payment is the total of all amounts scheduled as contractually due to each Secured Creditor in the 60 months following the filing of the bankruptcy case, divided by 60. If necessary, list additional entries on a separate page. Enter the total of the Average Monthly Payments on Line 42.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%;">Name of Creditor</th> <th style="width:30%;">Property Securing the Debt</th> <th style="width:15%;">Average Monthly Payment</th> <th style="width:20%;">Does payment include taxes or insurance?</th> </tr> </thead> <tbody> <tr> <td style="text-align:center;">a.</td> <td></td> <td></td> <td>\$</td> <td><input type="checkbox"/> yes <input type="checkbox"/> no</td> </tr> <tr> <td style="text-align:center;">b.</td> <td></td> <td></td> <td>\$</td> <td><input type="checkbox"/> yes <input type="checkbox"/> no</td> </tr> <tr> <td style="text-align:center;">c.</td> <td></td> <td></td> <td>\$</td> <td><input type="checkbox"/> yes <input type="checkbox"/> no</td> </tr> <tr> <td style="text-align:center;">d.</td> <td></td> <td></td> <td>\$</td> <td><input type="checkbox"/> yes <input type="checkbox"/> no</td> </tr> <tr> <td style="text-align:center;">e.</td> <td></td> <td></td> <td>\$</td> <td><input type="checkbox"/> yes <input type="checkbox"/> no</td> </tr> <tr> <td></td> <td colspan="3" style="text-align:right;">Total: Add Lines a - e</td> <td></td> </tr> </tbody> </table>		Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance?	a.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no	b.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no	c.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no	d.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no	e.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no		Total: Add Lines a - e				\$
	Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance?																																	
a.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no																																	
b.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no																																	
c.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no																																	
d.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no																																	
e.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no																																	
	Total: Add Lines a - e																																				

B22A (Official Form 22A) (Chapter 7) (01/08) - Cont.

43	<p>Other payments on secured claims. If any of the debts listed in Line 42 are secured by your primary residence, a motor vehicle, or other property necessary for your support or the support of your dependents, you may include in your deduction 1/60th of any amount (the "cure amount") that you must pay the creditor in addition to the payments listed in Line 42, in order to maintain possession of the property. The cure amount would include any sums in default that must be paid in order to avoid repossession or foreclosure. List and total any such amounts in the following chart. If necessary, list additional entries on a separate page.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%;">Name of Creditor</th> <th style="width:35%;">Property Securing the Debt</th> <th style="width:30%;">1/60th of the Cure Amount</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td></td> <td style="text-align:right;">\$</td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td style="text-align:right;">\$</td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td style="text-align:right;">\$</td> </tr> <tr> <td>d.</td> <td></td> <td></td> <td style="text-align:right;">\$</td> </tr> <tr> <td>e.</td> <td></td> <td></td> <td style="text-align:right;">\$</td> </tr> <tr> <td colspan="3" style="text-align:right;">Total: Add Lines a - e</td> <td style="text-align:right;">\$</td> </tr> </tbody> </table>		Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount	a.			\$	b.			\$	c.			\$	d.			\$	e.			\$	Total: Add Lines a - e			\$	\$
	Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount																											
a.			\$																											
b.			\$																											
c.			\$																											
d.			\$																											
e.			\$																											
Total: Add Lines a - e			\$																											
44	<p>Payments on prepetition priority claims. Enter the total amount, divided by 60, of all priority claims, such as priority tax, child support and alimony claims, for which you were liable at the time of your bankruptcy filing. Do not include current obligations, such as those set out in Line 28.</p>	\$																												
45	<p>Chapter 13 administrative expenses. If you are eligible to file a case under Chapter 13, complete the following chart, multiply the amount in line a by the amount in line b, and enter the resulting administrative expense.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tbody> <tr> <td style="width:5%; text-align:center;">a.</td> <td style="width:55%;">Projected average monthly Chapter 13 plan payment.</td> <td style="width:40%; text-align:right;">\$</td> </tr> <tr> <td style="text-align:center;">b.</td> <td>Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)</td> <td style="text-align:center;">x</td> </tr> <tr> <td style="text-align:center;">c.</td> <td>Average monthly administrative expense of Chapter 13 case</td> <td style="text-align:right;">Total: Multiply Lines a and b</td> </tr> </tbody> </table>	a.	Projected average monthly Chapter 13 plan payment.	\$	b.	Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	x	c.	Average monthly administrative expense of Chapter 13 case	Total: Multiply Lines a and b	\$																			
a.	Projected average monthly Chapter 13 plan payment.	\$																												
b.	Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	x																												
c.	Average monthly administrative expense of Chapter 13 case	Total: Multiply Lines a and b																												
46	<p>Total Deductions for Debt Payment. Enter the total of Lines 42 through 45.</p>	\$																												
Subpart D: Total Deductions from Income																														
47	<p>Total of all deductions allowed under § 707(b)(2). Enter the total of Lines 33, 41, and 46.</p>	\$																												
Part VI. DETERMINATION OF § 707(b)(2) PRESUMPTION																														
48	<p>Enter the amount from Line 18 (Current monthly income for § 707(b)(2))</p>	\$																												
49	<p>Enter the amount from Line 47 (Total of all deductions allowed under § 707(b)(2))</p>	\$																												
50	<p>Monthly disposable income under § 707(b)(2). Subtract Line 49 from Line 48 and enter the result</p>	\$																												
51	<p>60-month disposable income under § 707(b)(2). Multiply the amount in Line 50 by the number 60 and enter the result.</p>	\$																												
52	<p>Initial presumption determination. Check the applicable box and proceed as directed.</p> <p><input type="checkbox"/> The amount on Line 51 is less than \$6,575 Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete the verification in Part VIII. Do not complete the remainder of Part VI.</p> <p><input type="checkbox"/> The amount set forth on Line 51 is more than \$10,950. Check the box for "The presumption arises" at the top of page 1 of this statement, and complete the verification in Part VIII. You may also complete Part VII. Do not complete the remainder of Part VI.</p> <p><input type="checkbox"/> The amount on Line 51 is at least \$6,575, but not more than \$10,950. Complete the remainder of Part VI (Lines 53 through 55).</p>																													
53	<p>Enter the amount of your total non-priority unsecured debt</p>	\$																												
54	<p>Threshold debt payment amount. Multiply the amount in Line 53 by the number 0.25 and enter the result.</p>	\$																												
55	<p>Secondary presumption determination. Check the applicable box and proceed as directed.</p> <p><input type="checkbox"/> The amount on Line 51 is less than the amount on Line 54. Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete the verification in Part VIII.</p> <p><input type="checkbox"/> The amount on Line 51 is equal to or greater than the amount on Line 54. Check the box for "The presumption arises" at the top of page 1 of this statement, and complete the verification in Part VIII. You may also complete Part VII.</p>																													

PART VII. ADDITIONAL EXPENSE CLAIMS

Other Expenses. List and describe any monthly expenses, not otherwise stated in this form, that are required for the health and welfare of you and your family and that you contend should be an additional deduction from your current monthly income under § 707(b)(2)(A)(ii)(I). If necessary, list additional sources on a separate page. All figures should reflect your average monthly expense for each item. Total the expenses.

56

Expense Description	Monthly Amount
a.	\$
b.	\$
c.	\$
Total: Add Lines a, b, and c	
	\$

Part VIII: VERIFICATION

I declare under penalty of perjury that the information provided in this statement is true and correct. *(If this a joint case, both debtors must sign.)*

57

Date: _____ Signature: /s/ Peterson, Troy L.
 (Debtor)

Date: _____ Signature: _____
 (Joint Debtor, if any)

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In re *Peterson, Troy L.*

Case No.
Chapter 7

Debtor(s)

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

WARNING: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not I have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 15 days after your bankruptcy case is filed.*

3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the five days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Must be accompanied by a motion for determination by the court.] [Summarize exigent circumstances here.]*

If the court is satisfied with the reasons stated in your motion, it will send you an order approving your request. You must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy case and promptly file a certificate from the agency that provided the briefing, together with a copy of any debt management plan developed through the agency. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. A motion for extension must be filed within the 30-day period. Failure to fulfill these requirements may result in dismissal of your case. If the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing, your case may be dismissed.

4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement]*
[Must be accompanied by a motion for determination by the court.]
- Incapacity. (Defined in 11 U.S.C. § 109 (h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);
 - Disability. (Defined in 11 U.S.C. § 109 (h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);
 - Active military duty in a military combat zone.
5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Peterson, Troy L.

Date: 2/ 1/2008

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In re *Peterson, Troy L.*

Case No.
Chapter 7

_____ / Debtor

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	\$ 1,209,900.00		
B-Personal Property	Yes	5	\$ 50,986.00		
C-Property Claimed as Exempt	Yes	2			
D-Creditors Holding Secured Claims	Yes	3		\$ 1,250,445.00	
E-Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		\$ 1,760.00	
F-Creditors Holding Unsecured Nonpriority Claims	Yes	3		\$ 119,560.00	
G-Executory Contracts and Unexpired Leases	Yes	1			
H-Codebtors	Yes	1			
I-Current Income of Individual Debtor(s)	Yes	1			\$ 5,600.00
J-Current Expenditures of Individual Debtor(s)	Yes	1			\$ 5,564.73
TOTAL		20	\$ 1,260,886.00	\$ 1,371,765.00	

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In re *Peterson, Troy L.*

Case No.
Chapter 7

_____ / Debtor

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)	\$ 0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	\$ 1,760.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	\$ 0.00
Student Loan Obligations (from Schedule F)	\$ 0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$ 0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	\$ 0.00
TOTAL	\$ 1,760.00

State the following:

Average Income (from Schedule I, Line 16)	\$ 5,600.00
Average Expenses (from Schedule J, Line 18)	\$ 5,564.73
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	\$ 5,600.00

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		\$ 44,645.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	\$ 1,760.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		\$ 0.00
4. Total from Schedule F		\$ 119,560.00
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		\$ 164,205.00

In re Peterson, Troy L.
Debtor

Case No. _____
(if known)

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY AN INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 21 sheets, and that they are true and correct to the best of my knowledge, information and belief.

Date: 2/1/2008

Signature /s/ Peterson, Troy L.
Peterson, Troy L.

[If joint case, both spouses must sign.]

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

In re Peterson, Troy L.
 Debtor(s)

Case No. _____
 (if known)

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 the 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--H Wife--W Joint--J Community--C	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Homestead: 14013 Spruce Creek Lane, Orlando, FL - Purchased 1/2004 - 1/2 acre or less	Fee Simple	J	\$ 350,000.00	\$ 350,000.00
Rental Home - 2640 Annhurst Avenue, Orlando, 32826 - Purchased 9/18/06	Fee Simple		\$ 200,000.00	\$ 200,000.00
Rental House - 1209 Chapman Avenue SW, Roanoke, VA 24016 - Purchased 5/17/2006	Fee Simple		\$ 70,000.00	\$ 70,000.00
Rental House - 2212 Mosher Dr., Orlando - Purchased 8/2/06	Fee Simple		\$ 200,000.00	\$ 190,400.00
Vacant Land - Lot 11, Rambling Creek Dr., Vista at the Riverbank, Tryon, NC - Purchased 6/29/05	Fee Simple		\$ 129,900.00	\$ 105,000.00
Rental House - 1133 Seneca Falls Dr., Orlando - Purchase 8/2002 - Owned by Trust No. 1133 (Land Trust) - Debtor and spouse are beneficiaries	Fee Simple		\$ 260,000.00	\$ 260,000.00
TOTAL \$			1,209,900.00	

No continuation sheets attached

(Report also on Summary of Schedules.)

In re Peterson, Troy L.
Debtor(s)

Case No. _____
(if known)

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 the 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 petitioner 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	None	Description and Location of Property	Husband--H Wife--W Joint--J Community--C	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption
1. Cash on hand.		<i>Cash</i> <i>Location: In debtor's possession</i>		\$ 12.00
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.		<i>Fairwinds Credit Union - Checking Account #7700</i> <i>Location: In debtor's possession</i>		\$ 35.00
		<i>Fairwinds Credit Union - Money Market Acct #0006</i> <i>Location: In debtor's possession</i>		\$ 86.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		<i>Daughter Bedroom - full bed and dresser set (\$25); desk (\$10)</i> <i>Location: In debtor's possession</i>		\$ 35.00
		<i>Daughter Bedroom - twin bed and dresser set (\$100); desk (\$5)</i> <i>Location: In debtor's possession</i>		\$ 105.00
		<i>Daughter Bedroom - twin bed and dresser set (\$100); hamper (\$5); Desk (\$5); nightstand (\$10)</i> <i>Location: In debtor's possession</i>		\$ 120.00

In re Peterson, Troy L.,
Debtor(s)

Case No. _____
(if known)

SCHEDULE B-PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N o n e	Description and Location of Property	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption	
			Husband--H Wife--W Joint--J Community--C	
		Dining Room - table with 6 chairs (\$150); 3 book shelves (\$30) Location: In debtor's possession		\$ 180.00
		Electronics - Sony VCR- Model #SLV-779HF (\$5); Sony DVD Player - Model #DVP-NC615 (\$10); RCA Receiver - Model #RT2280 (\$25); xbox - refurbished (\$10); 25" Maganox TV - Model #27MC4304/17(\$50); LXI Projection TV - Model #626-54528 790(\$50); (2) 13" Sylvania TV's - Model #SRT2313A (\$10); Dell Computer -Dimension 2350(\$50); E-Machines Computer - Model #T3104 (\$25) Location: In debtor's possession		\$ 235.00
		Family Room - sofa (\$50); coffee table (\$10); 2 end tables (\$10); 2 chairs (\$10); 2 lamps (\$10) Location: In debtor's possession		\$ 90.00
		Garage - workbench (\$15); socket and wrench set (\$10); electric saw (\$5); hand tools (\$20); 5 bicycles (\$50) Location: In debtor's possession		\$ 100.00
		Household goods - pots and pans (\$20); cutlery (\$25); dishes (\$25); utensils (\$10) Location: In debtor's possession		\$ 80.00
		Kitchen Appliances - Blender (\$5); toaster oven (\$5); mixer (\$5); dinette set (\$75) Location: In debtor's possession		\$ 90.00
		Laundry - washer and dryer Location: In debtor's possession		\$ 300.00

In re Peterson, Troy L.
 Debtor(s)

Case No. _____
 (if known)

SCHEDULE B-PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N o n e	Description and Location of Property	Husband--H Wife--W Joint--J Community--C	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption
		Living Room - sofa (\$50); loveseat (\$50); chair (\$50); coffee and end tables (\$100); 2 lamps (\$5); tv stand (\$25) Location: In debtor's possession		\$ 280.00
		Loft - Futon (\$25); air hockey table (\$50); pub table (\$20); Stools (\$10) Location: In debtor's possession		\$ 100.00
		Master Bedroom - queen bed and dresser (\$100); 2 nightstand boxes (\$10); 2 lamps (\$5) Location: In debtor's possession		\$ 115.00
		Patio - 2 lounge chairs (\$10); bar and 4 stools (\$75); 1 table and 4 chairs (\$35) Location: In debtor's possession		\$ 115.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Books, etc. - dvd's cd's (\$100); wall hangings (\$100); books (\$50); VCR tapes (\$50) Location: In debtor's possession		\$ 300.00
6. Wearing apparel.		Clothing - debtor and dependents Location: In debtor's possession		\$ 200.00
7. Furs and jewelry.		Jewelry - wedding ring (\$25); fossil watch (\$1); Stauer watch (\$25) Location: In debtor's possession		\$ 51.00
8. Firearms and sports, photographic, and other hobby equipment.		Hobby Equipment - fishing rods and tackle box Location: In debtor's possession		\$ 25.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			

In re Peterson, Troy L., Debtor(s)

Case No. _____ (if known)

SCHEDULE B-PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N o n e	Description and Location of Property	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption	
			Husband--H Wife--W Joint--J Community--C	
10. Annuities. Itemize and name each issuer.	X			
11. Interest 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.		401 (k) Location: In debtor's possession		\$ 17,332.00
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 non-negotiable 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 of Real Property.	X			
20. Contingent and non-contingent 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			
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 described 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.		2005 Chevy Suburban - VIN 1GNEC16Z15J100836; 78,000 mileage Location: In debtor's possession		\$ 15,000.00

In re Peterson, Troy L., Debtor(s)

Case No. _____ (if known)

SCHEDULE B-PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	None	Description and Location of Property	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption	
			Husband--H Wife--W Joint--J Community--C	
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.		2005 Keystone Travel Trailer Location: In debtor's possession	J	\$ 16,000.00

In re Peterson, Troy L.
 Debtor(s)

Case No. _____
 (if known)

SCHEDULE C-PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under: Check if debtor claims a homestead exemption that exceeds \$136,875.

(Check one box)

11 U.S.C. § 522(b) (2)

11 U.S.C. § 522(b) (3)

Description of Property	Specify Law Providing each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemptions
Homestead: 14013 Spruce Creek Lane, Orlando, FL	Fl. Const. Art. 10 §4(a)(1), FSA §§222.01, 222.02, 222.05	\$ 0.00	\$ 350,000.00
Cash	In re Avins, 19 B.R. 736 (S.D. Fla. 1982)	\$ 12.00	\$ 12.00
Fairwinds Credit Union - Checking	In re Avins, 19 B.R. 736 (S.D. Fla. 1982)	\$ 35.00	\$ 35.00
Fairwinds Credit Union - Money Market	In re Avins, 19 B.R. 736 (S.D. Fla. 1982)	\$ 86.00	\$ 86.00
Daughter Bedroom	In re Avins, 19 B.R. 736 (S.D. Fla. 1982)	\$ 105.00	\$ 105.00
Daughter Bedroom	In re Avins, 19 B.R. 736 (S.D. Fla. 1982)	\$ 120.00	\$ 120.00
Daughter Bedroom	In re Avins, 19 B.R. 736 (S.D. Fla. 1982)	\$ 35.00	\$ 35.00
Dining Room	In re Avins, 19 B.R. 736 (S.D. Fla. 1982)	\$ 180.00	\$ 180.00
Electronics	In re Avins, 19 B.R. 736 (S.D. Fla. 1982)	\$ 235.00	\$ 235.00
Family Room	In re Avins, 19 B.R. 736 (S.D. Fla. 1982)	\$ 90.00	\$ 90.00
Garage	In re Avins, 19 B.R. 736 (S.D. Fla. 1982)	\$ 100.00	\$ 100.00
Household goods	In re Avins, 19 B.R. 736 (S.D. Fla. 1982)	\$ 80.00	\$ 80.00

In re Peterson, Troy L.
 Debtor(s)

Case No. _____
 (if known)

SCHEDULE C-PROPERTY CLAIMED AS EXEMPT

(Continuation Sheet)

Description of Property	Specify Law Providing each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemptions
Kitchen Appliances	<i>In re Avins, 19 B.R. 736 (S.D.Fla. 1982)</i>	\$ 90.00	\$ 90.00
Laundry	<i>In re Avins, 19 B.R. 736 (S.D.Fla. 1982)</i>	\$ 300.00	\$ 300.00
Living Room	<i>In re Avins, 19 B.R. 736 (S.D.Fla. 1982)</i>	\$ 280.00	\$ 280.00
Loft	<i>In re Avins, 19 B.R. 736 (S.D.Fla. 1982)</i>	\$ 100.00	\$ 100.00
Master Bedroom	<i>In re Avins, 19 B.R. 736 (S.D.Fla. 1982)</i>	\$ 115.00	\$ 115.00
Patio	<i>In re Avins, 19 B.R. 736 (S.D.Fla. 1982)</i>	\$ 115.00	\$ 115.00
Books, etc.	<i>In re Avins, 19 B.R. 736 (S.D.Fla. 1982)</i>	\$ 300.00	\$ 300.00
Clothing	<i>Fl Const. Art. 10 §4(a)(2), FSA §222.061</i>	\$ 200.00	\$ 200.00
Jewelry	<i>Fl Const. Art. 10 §4(a)(2), FSA §222.061</i>	\$ 51.00	\$ 51.00
Hobby Equipment	<i>Fl Const. Art. 10 §4(a)(2), FSA §222.061</i>	\$ 25.00	\$ 25.00
401(k)	<i>Fl. Stat. Ann. §222.21(2), 222.201</i>	\$ 17,332.00	\$ 17,332.00
2005 Chevy Suburban	<i>Fl. Stat. Ann. §222.25(1) In re Avins, 19 B.R. 736 (S.D.Fla. 1982)</i>	\$ 600.00 \$ 0.00	\$ 15,000.00

B6D (Official Form 6D) (12/07)

In re Peterson, Troy L.
Debtor(s)

Case No. _____
(if known)

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 the 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 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 Without Deducting Value of Collateral" 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, if Any" 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 <i>(See Instructions Above.)</i>	Date Claim was Incurred, Nature of Lien, and Description and Market Value of Property Subject to Lien	Co-Debtor H--Husband W--Wife J--Joint C--Community	Contingent	Unliquidated	Disputed	Amount of Claim Without Deducting Value of Collateral	Unsecured Portion, if Any
Account No: 8871 Creditor # : 1 Aurora Loan Service P.O. Box 78111 Phoenix AZ 85062	09/18/06 Mortgage Value: \$ 200,000.00					\$ 23,745.00	\$ 14,145.00
Account No: 8822 Creditor # : 2 Aurora Loan Service P.O. Box 78111 Phoenix AZ 85062	09/18/06 Mortgage Value: \$ 200,000.00					\$ 190,400.00	\$ 0.00
Account No: 9567 Creditor # : 3 Chase Home Finance P.O. Box 9001871 Louisville KY 40290	06/24/05 Mortgage Value: \$ 350,000.00					\$ 288,000.00	\$ 0.00
Subtotal \$ (Total of this page)						\$ 502,145.00	\$ 14,145.00
Total \$ (Use only on last page)							

2 continuation sheets attached

(Report also on Summary of Schedules.) (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data)

B6D (Official Form 6D) (12/07) - Cont.

In re Peterson, Troy L.
Debtor(s)

Case No. _____
(if known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

(Continuation Sheet)

Creditor's Name and Mailing Address Including ZIP Code and Account Number <i>(See Instructions Above.)</i>	Date Claim was Incurred, Nature of Lien, and Description and Market Value of Property Subject to Lien	Co-Debtor H--Husband W--Wife J--Joint C--Community	Contingent	Unliquidated	Disputed	Amount of Claim Without Deducting Value of Collateral	Unsecured Portion, If Any
Account No: 4614 Creditor # : 4 Countrywide P.O. Box 660694 Dallas TX 75266	03/06/06 Mortgage Value: \$ 260,000.00					\$ 271,000.00	\$ 11,000.00
Account No: 0003 Creditor # : 5 Fairwinds Credit Union 3087 N. Alafaya Trail Orlando FL 32826	X J 08/05 Purchase Money Security Value: \$ 16,000.00					\$ 16,500.00	\$ 500.00
Account No: 1776 Creditor # : 6 GMAC 3451 Hammond Avenue Waterloo IA 50704	05/17/06 Mortgage Rental House - 1209 Chapman Ave SW., Roanoke, VA Value: \$ 70,000.00					\$ 10,000.00	\$ 10,000.00
Account No: 0802 Creditor # : 7 Greenpoint Mortgage P.O. Box 84013 Columbus GA 31908	05/17/06 Mortgage Value: \$ 70,000.00					\$ 77,000.00	\$ 7,000.00
Account No: 8553 Creditor # : 8 Insight Financial Credit Union P.O. Box 4900 Orlando FL 32802	09/06/05 2005 Chevy Suburban Value: \$ 15,000.00					\$ 14,400.00	\$ 0.00
Account No: 4354 Creditor # : 9 Option One P.O. Box 44042 Jacksonville FL 32231	12/06/06 Mortgage Value: \$ 200,000.00					\$ 190,400.00	\$ 0.00
<p>Sheet no. <u>1</u> of <u>2</u> continuation sheets attached to Schedule of Creditors Holding Secured Claims</p>						<p>Subtotal \$ \$ 579,300.00</p> <p>(Total of this page)</p> <p>Total \$</p> <p>(Use only on last page)</p>	<p>\$ 28,500.00</p>

(Report also on Summary of Schedules.) (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data)

B6D (Official Form 6D) (12/07) - Cont.

In re Peterson, Troy L.
Debtor(s)

Case No. _____
(if known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

(Continuation Sheet)

Creditor's Name and Mailing Address Including ZIP Code and Account Number <i>(See Instructions Above.)</i>	Date Claim was Incurred, Nature of Lien, and Description and Market Value of Property Subject to Lien	Co-Debtor H--Husband W--Wife J--Joint C--Community	Contingent	Unliquidated	Disputed	Amount of Claim Without Deducting Value of Collateral	Unsecured Portion, If Any
Account No: 3710 Creditor # : 10 RBC Centura P.O. Box 1220 Rocky Mount NC 27802	08/05/05 Mortgage Value: \$ 129,900.00					\$ 105,000.00	\$ 0.00
Account No: 1549 Creditor # : 11 Riverside Bank P.O. Box 4838 Winter Park FL 32792	07/15/05 Mortgage Value: \$ 350,000.00					\$ 64,000.00	\$ 2,000.00
Account No:							
Account No:							
Account No:							
Account No:							

Sheet no. 2 of 2 continuation sheets attached to Schedule of Creditors Holding Secured Claims

Subtotal \$ (Total of this page)	\$ 169,000.00	\$ 2,000.00
Total \$ (Use only on last page)	\$ 1,250,445.00	\$ 44,645.00

(Report also on Summary of Schedules.) (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data)

In re Peterson, Troy L., Debtor(s)

Case No. _____ (if known)

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 "Total" 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 \$10,950* 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 \$5,400* 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 \$2,425* 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 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).

*Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re Peterson, Troy L.,
Debtor(s)

Case No. _____
(if known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

Type of Priority for Claims Listed on This Sheet: **Taxes and Certain Other Debts Owed to Governmental Units**

Creditor's Name, Mailing Address Including ZIP Code, and Account Number (See instructions above.)	Date Claim was Incurred and Consideration for Claim	Co-Debtor H--Husband W--Wife J--Joint C--Community	Contingent	Unliquidated	Disputed	Amount of Claim	Amount Entitled to Priority	Amount not Entitled to Priority, if any
Account No: Creditor # : 1 IRS	J 2006 Federal income taxes					\$ 1,760.00	\$ 1,760.00	\$ 0.00
Account No:								
Account No:								
Account No:								
Account No:								
Account No:								
Account No:								
Subtotal \$ (Total of this page)						1,760.00	1,760.00	0.00
Total \$ (Use only on last page of the completed Schedule E. Report total also on Summary of Schedules)						1,760.00		
Total \$ (Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)							1,760.00	0.00

Sheet No. 1 of 1 continuation sheets attached
to Schedule of Creditors Holding Priority Claims

B6F (Official Form 6F) (12/07)

In re Peterson, Troy L., Debtor(s)

Case No. _____ (if known)

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 total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedules. 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.)	Co-Debtor H--Husband W--Wife J--Joint C--Community	Date Claim was Incurred, and Consideration for Claim. If Claim is Subject to Setoff, so State.	Contingent	Unliquidated	Disputed	Amount of Claim
Account No: 1781 Creditor # : 1 Advanta Bank P.O. Box 8088 Philadelphia PA 19101		06/05-05/07 Credit Card Purchases				\$ 18,500.00
Account No: 1002 Creditor # : 2 American Express P.O. Box 360002 Fort Lauderdale FL 33336		05/06-07/07 Credit Card Purchases				\$ 5,400.00
Account No: 1004 Creditor # : 3 American Express P.O. Box 360001 Fort Lauderdale FL 33336		10/04-08/07 Credit Card Purchases				\$ 8,600.00
Account No: 5150 Creditor # : 4 Bank of America P.O. Box 15721 Wilmington DE 19886		10/06-12/06 Credit Card Purchases				\$ 4,900.00
Subtotal \$						\$ 37,400.00
Total \$						

2 continuation sheets attached

(Use only on last page of the completed Schedule F. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data)

B6F (Official Form 6F) (12/07) - Cont.

In re Peterson, Troy L., Debtor(s)

Case No. _____ (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

Creditor's Name, Mailing Address including Zip Code, And Account Number (See instructions above.)	Co-Debtor H--Husband W--Wife J--Joint C--Community	Date Claim was Incurred, and Consideration for Claim. If Claim is Subject to Setoff, so State.	Contingent	Unliquidated	Disputed	Amount of Claim
Account No: 3589 Creditor # : 5 Bellsouth P.O. Box 70993 Charlotte NC 28272		06/07 Advertisement				\$ 1,420.00
Account No: 8248 Creditor # : 6 Capital One P.O. Box 650007 Dallas TX 75265		05/04-08/07 Credit Card Purchases				\$ 10,500.00
Account No: #11 Creditor # : 7 Castle Keepers 140-A S. Church Street Hendersonville NC 28792		08/07 HOA dues`				\$ 300.00
Account No: 1322 Creditor # : 8 Chase P.O. Box 15153 Wilmington DE 19886		10/05-08/07 Credit Card Purchases				\$ 900.00
Account No: 4529 Creditor # : 9 Chase P.O. Box 15153 Wilmington DE 19886		09/05-07/07 Credit Card Purchases				\$ 11,500.00
Account No: 2712 Creditor # : 10 Chase P.O. Box 15153 Wilmington DE 19886		05/06-04/07 Credit Card Purchases				\$ 11,300.00

Sheet No. 1 of 2 continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal \$ \$ 35,920.00

Total \$

(Use only on last page of the completed Schedule F. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data)

B6F (Official Form 6F) (12/07) - Cont.

In re Peterson, Troy L.,
Debtor(s)

Case No. _____
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

Creditor's Name, Mailing Address including Zip Code, And Account Number (See instructions above.)	Co-Debtor H--Husband W--Wife J--Joint C--Community	Date Claim was Incurred, and Consideration for Claim. If Claim is Subject to Setoff, so State.	Contingent	Unliquidated	Disputed	Amount of Claim
Account No: 7082 Creditor # : 11 Citi Cards P.O. Box 6404 The Lakes NV 88901		10/06-04/07 Credit Card Purchases				\$ 10,000.00
Account No: 2955 Creditor # : 12 Discover Card P.O. Box 1521 Wilmington DE 19886		12/05-06/07 Credit Card Purchases				\$ 9,700.00
Account No: 0999 Creditor # : 13 East Orlando Family Medicine 13000 Avalon Lakes Dr Suite 100 Saint Paul MN 55164		Medical Bills				\$ 740.00
Account No: 0999 Representing: East Orlando Family Medicine		IC System Inc. P.O. Box 64437 Saint Paul MN 55164				
Account No: 0035 Creditor # : 14 GE Money Bank P.O. Box 981422 El Paso TX 79998		02/07-02/07 Credit Card Purchases				\$ 19,700.00
Account No: 3122 Creditor # : 15 Home Depot P.O. Box 6029 The Lakes NV 88901		03/06-08/07 Credit Card Purchases				\$ 6,100.00

Sheet No. 2 of 2 continuation sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

Subtotal \$ **\$ 46,240.00**

Total \$ **\$ 119,560.00**

(Use only on last page of the completed Schedule F. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data)

In re Peterson, Troy L. / Debtor Case No. _____ (if known)

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 the nature of debtor's interests 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 the 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 Peterson, Troy L. / Debtor Case No. _____ (if known)

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 the 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 debtors 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 the debtor has no codebtors.

Name and Address of Codebtor	Name and Address of Creditor
<p><i>Eileen Peterson</i> <i>14013 Spruce Creek Lane</i> <i>Orlando FL 32828</i></p>	<p><i>Fairwinds Credit Union</i> <i>3087 N. Alafaya Trail</i> <i>Orlando FL 32826</i></p>

In re Peterson, Troy L.

Debtor(s)

Case No. _____

(if known)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: Married	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): Daughter Daughter Daughter	AGE(S): 12 11 10
EMPLOYMENT:	DEBTOR	SPOUSE
Occupation	Unemployed	Foreclosure Inspector
Name of Employer		Self
How Long Employed		
Address of Employer		14013 Spruce Creek Lane Orlando FL 32828
INCOME: (Estimate of average or projected monthly income at time case filed)	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	\$ 0.00	\$ 1,400.00
2. Estimate monthly overtime	\$ 0.00	\$ 0.00
3. SUBTOTAL	\$ 0.00	\$ 1,400.00
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	\$ 0.00	\$ 0.00
b. Insurance	\$ 0.00	\$ 0.00
c. Union dues	\$ 0.00	\$ 0.00
d. Other (Specify):	\$ 0.00	\$ 0.00
5. SUBTOTAL OF PAYROLL DEDUCTIONS	\$ 0.00	\$ 0.00
6. TOTAL NET MONTHLY TAKE HOME PAY	\$ 0.00	\$ 1,400.00
7. Regular income from operation of business or profession or farm (attach detailed statement)	\$ 0.00	\$ 0.00
8. Income from real property	\$ 3,100.00	\$ 0.00
9. Interest and dividends	\$ 0.00	\$ 0.00
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above.	\$ 0.00	\$ 0.00
11. Social security or government assistance (Specify):	\$ 0.00	\$ 0.00
12. Pension or retirement income	\$ 0.00	\$ 0.00
13. Other monthly income (Specify): Unemployment	\$ 1,100.00	\$ 0.00
14. SUBTOTAL OF LINES 7 THROUGH 13	\$ 4,200.00	\$ 0.00
15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)	\$ 4,200.00	\$ 1,400.00
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15; if there is only one debtor repeat total reported on line 15)	\$ 5,600.00	
(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)		
17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:		

In re Peterson, Troy L.,
 Debtor(s)

Case No. _____
 (if known)

SCHEDULE J-CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)	\$	1,703.95
a. Are real estate taxes included? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
b. Is property insurance included? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
2. Utilities: a. Electricity and heating fuel	\$	360.00
b. Water and sewer	\$	62.00
c. Telephone	\$	130.00
d. Other <u>Cell Phone</u>	\$	200.00
Other <u>Cable TV/Internet</u>	\$	100.00
Other	\$	0.00
3. Home maintenance (repairs and upkeep)	\$	0.00
4. Food	\$	800.00
5. Clothing	\$	0.00
6. Laundry and dry cleaning	\$	40.00
7. Medical and dental expenses	\$	40.00
8. Transportation (not including car payments)	\$	400.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	8.00
10. Charitable contributions	\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)		
a. Homeowner's or renter's	\$	0.00
b. Life	\$	0.00
c. Health	\$	590.00
d. Auto	\$	124.06
e. Other	\$	0.00
Other	\$	0.00
Other	\$	0.00
12. Taxes (not deducted from wages or included in home mortgage) (Specify)	\$	0.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		
a. Auto	\$	335.72
b. Other: <u>2005 Keystone Trailer</u>	\$	221.00
c. Other: <u>2nd Mortgage</u>	\$	450.00
d. Other:	\$	0.00
14. Alimony, maintenance, and support paid to others	\$	0.00
15. Payments for support of additional dependents not living at your home	\$	0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	0.00
17. Other:	\$	0.00
Other:	\$	0.00
Other:	\$	0.00
18. AVERAGE MONTHLY EXPENSES Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$	5,564.73
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:		
20. STATEMENT OF MONTHLY NET INCOME		
a. Average monthly income from Line 16 of Schedule I	\$	5,600.00
b. Average monthly expenses from Line 18 above	\$	5,564.73
c. Monthly net income (a. minus b.)	\$	35.27

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In re: *Peterson, Troy L.*

Case No.

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 and 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 the 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 may also 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 corporation 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

2007: \$35,462.00
2006: \$71,972.00
2005: \$64,215.00

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, 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

2007: \$4,675 Unemployment Comp

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 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 creditor 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.)

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 this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,475. 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 creditor 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.)

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.)

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.)

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.)

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.)

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.)

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.)

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.)

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.)

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 a petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
<i>Payee: Consumer Credit Counseling Address: Orlando, FL</i>	<i>Date of Payment: Payor: Peterson, Troy L.</i>	<i>\$55.00</i>

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.)

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.

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.)

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.)

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.)

14. Property held for another person

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

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.

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.

17. Environmental Information

None 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 hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law:

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:

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.

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.

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.

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.

[If completed by an individual or individual and spouse]

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.

Date 2/ 1/2008

Signature /s/ Peterson, Troy L.
of Debtor

Date _____

Signature _____
of Joint Debtor
(if any)

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In re *Peterson, Troy L.*Case No.
Chapter 7

_____/ Debtor

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

- I have filed a schedule of assets and liabilities which includes debts secured by property of the estate.
- I have filed a schedule of executory contracts and unexpired leases which includes personal property subject to an unexpired lease.
- I intend to do the following with respect to the property of the estate which secures those debts or is subject to a lease:

Description of Secured Property	Creditor's Name	Property will be Surrendered	Property is claimed as exempt	Property will be redeemed pursuant to 11 U.S.C. § 722	Debt will be reaffirmed pursuant to 11 U.S.C. § 524(c)
2005 Keystone Travel Trailer	Fairwinds Credit Union 3087 N. Alafaya Trail Orlando FL 32826		X		
2005 Chevy Suburban	Insight Financial Credit Union P.O. Box 4900 Orlando FL 32802		X		X
Rental House - 1133 Seneca Falls Dr., Orlando	Countrywide P.O. Box 660694 Dallas TX 75266	X			
Vacant Land - Lot 11, Rambling Creek Dr., NC	RBC Centura P.O. Box 1220 Rocky Mount NC 27802	X			
Rental House - 2212 Mosher Dr., Orlando	Option One P.O. Box 44042 Jacksonville FL 32231	X			
Rental House - 1209 Chapman Ave SW., Roanoke, VA	Greenpoint Mortgage P.O. Box 84013 Columbus GA 31908	X			
Rental Home -2640 Annhurst Ave., Orlando	Aurora Loan Service P.O. Box 78111 Phoenix AZ 85062	X			

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

<p>Homestead: 14013 Spruce Creek Lane, Orlando, FL</p>	<p>Chase Home Finance P.O. Box 9001871 Louisville KY 40290</p>		<p>X</p>		<p>X</p>
<p>Rental House - 1209 Chapman Ave SW., Roanoke, VA</p>	<p>GMAC 3451 Hammond Avenue Waterloo IA 50704</p>	<p>X</p>			
<p>Rental Home -2640 Annhurst Ave., Orlando</p>	<p>Aurora Loan Service P.O. Box 78111 Phoenix AZ 85062</p>	<p>X</p>			
<p>Homestead: 14013 Spruce Creek Lane, Orlando, FL</p>	<p>Riverside Bank P.O. Box 4838 Winter Park FL 32792</p>		<p>X</p>		<p>X</p>

Description of Leased Property	Lessor's Name	Lease will be assumed pursuant to 11 U.S.C. § 362(h)(1)(A)

Signature of Debtor(s)

Date: 2/ 1/2008

Debtor: /s/ Peterson, Troy L.

Date: _____

Joint Debtor: _____

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In re *Peterson, Troy L.*

Case No.
Chapter 7

_____/ Debtor
Attorney for Debtor: *Jonathan B. Alper, Esquire*

VERIFICATION OF CREDITOR MATRIX

The above named Debtor(s) hereby verify that the attached list of creditors is true and correct to the best of our knowledge.

Date: _____

/s/ Peterson, Troy L.
Debtor

PETERSON, TROY L.
14013 SPRUCE CREEK LANE
ORLANDO FL 32828

CHASE
P.O. BOX 15153
WILMINGTON DE 19886

GREENPOINT MORTGAGE
P.O. BOX 84013
COLUMBUS GA 31908

JONATHAN B. ALPER, ESQUIRE
274 KIPLING COURT
HEATHROW FL 32746

CHASE HOME FINANCE
P.O. BOX 9001871
LOUISVILLE KY 40290

HOME DEPOT
P.O. BOX 6029
THE LAKES NV 88901

ADVANTA BANK
P.O. BOX 8088
PHILADELPHIA PA 19101

CITI CARDS
P.O. BOX 6404
THE LAKES NV 88901

IC SYSTEM INC.
P.O. BOX 64437
SAINT PAUL MN 55164

AMERICAN EXPRESS
P.O. BOX 360001
FORT LAUDERDALE FL 33336

COUNTRYWIDE
P.O. BOX 660694
DALLAS TX 75266

INSIGHT FINANCIAL CREDIT UNI
P.O. BOX 4900
ORLANDO FL 32802

AMERICAN EXPRESS
P.O. BOX 360002
FORT LAUDERDALE FL 33336

DISCOVER CARD
P.O. BOX 1521
WILMINGTON DE 19886

IRS

AURORA LOAN SERVICE
P.O. BOX 78111
PHOENIX AZ 85062

EAST ORLANDO FAMILY MEDICINE
13000 AVALON LAKES DR
SUITE 100
SAINT PAUL MN 55164

OPTION ONE
P.O. BOX 44042
JACKSONVILLE FL 32231

BANK OF AMERICA
P.O. BOX 15721
WILMINGTON DE 19886

EILEEN PETERSON
14013 SPRUCE CREEK LANE
ORLANDO FL 32828

RBC CENTURA
P.O. BOX 1220
ROCKY MOUNT NC 27802

BELLSOUTH
P.O. BOX 70993
CHARLOTTE NC 28272

FAIRWINDS CREDIT UNION
3087 N. ALAFAYA TRAIL
ORLANDO FL 32826

RIVERSIDE BANK
P.O. BOX 4838
WINTER PARK FL 32792

CAPITAL ONE
P.O. BOX 650007
DALLAS TX 75265

GE MONEY BANK
P.O. BOX 981422
EL PASO TX 79998

CASTLE KEEPERS
140-A S. CHURCH STREET
HENDERSONVILLE NC 28792

GMAC
3451 HAMMOND AVENUE
WATERLOO IA 50704

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re Peterson, Troy L.

Case No.
Chapter 7

Attorney for Debtor: Jonathan B. Alper, Esquire / Debtor

STATEMENT PURSUANT TO RULE 2016(B)

The undersigned, pursuant to Rule 2016(b), Bankruptcy Rules, states that:

- 1. The undersigned is the attorney for the debtor(s) in this case.
2. The compensation paid or agreed to be paid by the debtor(s), to the undersigned is:
a) For legal services rendered or to be rendered in contemplation of and in connection with this case \$ 1,401.00
b) Prior to the filing of this statement, debtor(s) have paid \$ 1,401.00
c) The unpaid balance due and payable is \$ 0.00
3. \$ 299.00 of the filing fee in this case has been paid.
4. The Services rendered or to be rendered include the following:
a) Analysis of the financial situation, and rendering advice and assistance to the debtor(s) in determining whether to file a petition under title 11 of the United States Code.
b) Preparation and filing of the petition, schedules, statement of financial affairs and other documents required by the court.
c) Representation of the debtor(s) at the meeting of creditors.
5. The source of payments made by the debtor(s) to the undersigned was from earnings, wages and compensation for services performed, and None other
6. The source of payments to be made by the debtor(s) to the undersigned for the unpaid balance remaining, if any, will be from earnings, wages and compensation for services performed, and None other
7. The undersigned has received no transfer, assignment or pledge of property from debtor(s) except the following for the value stated: None
8. The undersigned has not shared or agreed to share with any other entity, other than with members of undersigned's law firm, any compensation paid or to be paid except as follows: None

Dated: 2/ 1/2008

Respectfully submitted,

X/s/ Jonathan B. Alper, Esquire
Attorney for Petitioner: Jonathan B. Alper, Esquire
Jonathan B. Alper, P.L.C.
274 Kipling Court
Heathrow FL 32746

Exhibit FF

1 David K. Schneider (CSB 139288)
YUNKER & SCHNEIDER
2 655 West Broadway, Suite 1400
San Diego, California 92101
3 Telephone: (619) 233-5500
Facsimile: (619) 233-5535
4 Email: dks@yslslaw.com

5 Attorneys for Defendants TRUMP UNIVERSITY, LLC and
DONALD J. TRUMP
6
7

8 **UNITED STATES DISTRICT COURT**
9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

10	TARLA MAKAEFF, BRANDON)	Case No. 10 CV 0940 IEG (WVG)
	KELLER, ED OBERKROM, and)	
11	PATRICIA MURPHY, on Behalf of)	
	Themselves and All Others Similarly)	
12	Situated,)	RESPONSE OF DONALD J. TRUMP
)	TO SECOND SET OF
13	Plaintiffs,)	INTERROGATORIES BY PLAINTIFFS
)	
14	v.)	
)	
15	TRUMP UNIVERSITY, LLC, (aka)	
	Trump Entrepreneur Initiative) a New)	
16	York Limited Liability Company,)	
	DONALD J. TRUMP, and DOES 1)	
17	through 50, inclusive,)	
)	
18	Defendants.)	

19
20 PROPOUNDING PARTY: Plaintiffs TARLA MAKAEFF, BRANDON KELLER, and ED
OBERKROM
21

22 RESPONDING PARTIES: Defendants DONALD J. TRUMP

23 SET NUMBER: Two

24 The following are Donald J. Trump's Responses to Plaintiffs' Interrogatories (Set Two).

25 PLEASE TAKE NOTICE that the following Responses are made subject to the fact that
26 investigation and discovery are ongoing, and consequently the parties may learn additional facts
27 presently unknown, or may locate additional facts presently unknown, or may locate additional
28 documents presently not identified, which may alter or invalidate this Response. Consequently,

1 these Responses are made without prejudice to the right to produce at any future time, including the
2 time of trial, subsequently discovered material facts and documents.

3 PLEASE NOTE FURTHER that these Responses are made solely for the purpose of, and in
4 relation to, the above-entitled action. Except for admissions explicitly made herein, no admission of
5 any nature whatsoever is to be implied or inferred. The fact that these Responses may contain
6 answers or admissions to certain requests or questions should not be taken as an admission or
7 concession of the existence of any facts set forth or assumed by such requests or questions, or that
8 such Responses constitute evidence of any such fact set forth or assumed.

9 PLEASE NOTE FURTHER that any request or question that was propounded to be
10 continuing is objected to as oppressive, burdensome, and not in proper compliance with Federal
11 Rules of Civil Procedure, and will not be regarded as continuing in nature. The fact that such
12 purportedly continuing request or question is responded to herein is not a waiver of such objection.

13 PLEASE NOTE FURTHER that these Responses must be construed as given on the basis of
14 present recollection. The Responses are made subject to all appropriate objections, including but not
15 limited to objections concerning competency, relevancy, materiality, propriety, and admissibility,
16 which objections may require the exclusion of any fact contained herein if the same response were
17 sought from a witness present and testifying at time of trial. All such objections and grounds
18 therefor are reserved and may be interposed at time of trial.

19 **RESPONSES TO INTERROGATORIES**

20 **INTERROGATORY NO. 10:**

21 Describe in detail your involvement with Trump University, including, without limitation,
22 identifying any and all meetings you attended and all documents relating to Trump University that
23 you reviewed or prepared or both.

24 **RESPONSE TO INTERROGATORY NO. 10:**

25 From 2006 to the present, Mr. Trump has had significant involvement with both the
26 operation and overall business strategy of Trump University. Mr. Trump's involvement has
27 included, but not been limited to, the following: attending frequent meetings over the years with
28 Trump University's (former) President, Michael Sexton, to discuss Trump University's operations,

1 the company's philosophy, the development of Trump University's curriculum as well as the
2 company's overall business strategy; attending periodic meetings with various experts responsible
3 for drafting and developing Trump University course materials, including, Columbia University
4 Business School professor, Don Sexton, former Stanford University, University of Virginia and
5 University of Illinois business professor, Gary W. Eldred, PhD, Babson Professor Michael Gordon,
6 Columbia Business School Adjunct Professor Jack Kaplan, and recognized wealth preservation
7 author, speaker and mentor, J.J. Childers, all for the purpose of communicating and integrating
8 Mr. Trump's ideas, strategies and overall business philosophy; reviewing and approving various
9 Trump University newsletters, blog entries and essays featured on Trump University's website,
10 including, without limitation, "Inside Trump Tower", "Ask Mr. Trump", "Trump University
11 Magazine" and "Trump University Online"; reviewing and approving Trump University
12 publications, including, without limitation, "Never Give Up" and "Trump 101"; providing Trump
13 University management with actual real estate case studies for integration in Trump University
14 course materials, seminars and presentations including, without limitation, the acquisitions of 40
15 Wall Street, Trump Tower (New York), Mar-A-Lago and the Palm Beach, Florida home.

16 INTERROGATORY NO. 11:

17 Identify all Trump University speakers, instructors and mentors that you contend were
18 experts in real estate.

19 RESPONSE TO INTERROGATORY NO. 11:

20 Trump University objects to this request as overbroad, vague and ambiguous.
21 Notwithstanding the foregoing objections, Trump University states that numerous individuals
22 associated with and/or who provided services to Trump University could reasonably be considered
23 to possess expertise in various aspects of business, real estate, teaching and/or mentoring. These
24 individuals include, without limitation, the following:

25 Don Sexton

26 Gary Eldred

27 JJ Childers

28 Michael Gordon

- 1 Jack Kaplan
- 2 Michael Potter
- 3 Roger Schank
- 4 Howard E. Haller
- 5 Steve Miller
- 6 Alex Grist
- 7 Stephen Gilpin
- 8 Bob Steenson
- 9 Troy Peterson
- 10 Roger Lafleur
- 11 Tad Lignell
- 12 Kevin Derrick
- 13 Johnny Horton
- 14 Gene Guarino
- 15 Kerry Lucas
- 16 Mike Kasper
- 17 Medith Webb
- 18 Chris Lombardo
- 19 Keith Sperry
- 20 John Jamieson
- 21 Mike Biglane
- 22 Scott Leitzell
- 23 Tim Gorsline
- 24 James Harris
- 25 Geoff Nowlin
- 26 Chris Goff
- 27 Mike Dubin
- 28 Rick McNally

- 1 Joe Lahore
- 2 Stephen Libman
- 3 Gary Sturgeon
- 4 Koz Khosravani
- 5 Billy Cannon
- 6 Omar Periu
- 7 Keith Sperry

8 **INTERROGATORY NO. 12:**

9 For all of the Trump University speakers, instructors and mentors that you contend were
10 experts in real estate (as identified in Interrogatory No. 11), describe in detail why such speakers,
11 instructors and mentors are considered by you as experts in real estate.

12 **RESPONSE TO INTERROGATORY NO. 12:**

13 Trump University objects to this request as overbroad, vague and ambiguous.
14 Notwithstanding the foregoing objections, Trump University states that the individuals identified in
15 response to Interrogatory No. 11 could reasonably be considered to possess expertise in various
16 aspects of business, real estate, teaching and/or mentoring because they either had proven
17 experience, possessed sufficient academic credentials or underwent in-depth training in such areas.

18 **INTERROGATORY NO. 13:**

19 Identify all Trump University speakers, instructors and mentors that were hand-picked by
20 you.

21 **RESPONSE TO INTERROGATORY NO. 13:**

22 Trump University objects to this request as vague and ambiguous and susceptible to different
23 interpretations. Notwithstanding the foregoing, Mr. Trump personally was involved in the selection
24 of Don Sexton, Gary Eldred, Michael Gordon and Jack Kaplan. Additionally, most if not all
25 speakers, instructors and mentors were selected by Trump University representatives because they
26 possessed certain attributes and/or fulfilled certain qualifications identified by Mr. Trump, had prior
27 relevant industry experienced and/or were interviewed, vetted, referred and were certified by
28 individuals considered to be leaders in their respective fields.

1 INTERROGATORY NO. 14:

2 For all of the Trump University speakers, instructors and mentors that were hand-picked by
3 you (as identified in Interrogatory No. 13), describe in detail the process by which you hand-picked
4 such speakers, instructors and mentors, including how these speakers were located, and which, if
5 any, agencies or other entities were involved.

6 **RESPONSE TO INTERROGATORY NO. 14:**

7 See response to Interrogatory No. 13.

8 INTERROGATORY NO. 15:

9 Identify all of the Trump University speakers, instructors and mentors that you contend are
10 “proven winners” and describe in detail how or why they are “proven winners.”

11 **RESPONSE TO INTERROGATORY NO. 15:**

12 See response to Interrogatory No. 12.

13 INTERROGATORY NO. 16:

14 To the extent that any of your responses to any of Plaintiffs’ requests for admissions is other
15 than an unqualified admission, list all facts on which you based any part of your response that is not
16 an unqualified admission, identify all documents memorializing each such fact, and identify all
17 persons with knowledge of each such fact.

18 **RESPONSE TO INTERROGATORY NO. 16:**

19 **Request for Admission No. 1**

20 Responding Party objects to the request on the grounds that “hand pick” is susceptible to
21 various interpretations. Subject to and without waiving said objection, Responding Party may not
22 have vetted every mentor, instructor and speaker, but he did convey his thoughts and insight into the
23 types of people he wanted teaching the course and those insights and ideas were followed by other
24 individuals responsible for selecting the teachers.

25 **Request for Admission No. 2**

26 Responding Party objects to the request on the grounds that “hand pick” is susceptible to
27 various interpretations. Subject to and without waiving said objection, Responding Party may not
28 have vetted every mentor, instructor and speaker, but he did convey his thoughts and insight into the

1 types of people he wanted teaching the course and those insights and ideas were followed by other
2 individuals responsible for selecting the teachers.

3 **Request for Admission No. 3**

4 Defendant objects to this request as phrased. Subject to and without waiving said objection,
5 Responding Party admits that Trump University sold goods and services, in part, utilizing the name,
6 reputation and involvement of Donald Trump. Trump University also marketed and sold Trump
7 University goods and services based on the quality of its instructors and mentors, the quality of its
8 goods and services, referrals, evaluation, recommendations of attendees, and other reasons.

9 **Request for Admission No. 5**

10 "Secrets" included but were not limited to course materials attendees were given access to
11 after purchase, the members only website, the webinars, the wealth builder's blueprint, lessons
12 taught at the three-day retreats, lessons taught via phone, coaching and lessons taught in the three-
13 day in-field mentorships. Defendants have previously produced documents supporting this response.
14 Witnesses include Donald J. Trump, Michael Sexton, Don Sexton, Gary Eldred, Mark Covais,
15 Meredith McIver, Roger Schank, April Neumann, Brad Schneider, Joseph Katz and Michael Bloom.

16 Dated: May 29, 2012

YUNKER & SCHNEIDER

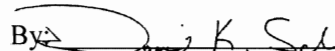
17 By: 
18 Attorneys for Defendants and Counterclaimant
19 TRUMP UNIVERSITY, LLC and
20 DONALD J. TRUMP
21 E-mail: dks@yslaw.com

Exhibit GG

LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
TRUMP UNIVERSITY LLC

OPERATING AGREEMENT of TRUMP UNIVERSITY LLC (“Company”), dated as of October 27, 2004, by and among DJT University Managing Member LLC (“Manager”), a New York limited liability company, DJT University Member LLC (“DJT Member”), a New York limited liability company, Jonathan Spitalny (“Spitalny”), an individual, and Michael Sexton (“Sexton”), an individual, as members (Manager, DJT Member, Spitalny and Sexton being sometimes referred to herein individually as a “Member and collectively as the “Members”).

The parties to this Agreement desire to form a limited liability company under the laws of the State of New York for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

ARTICLE ONE

Definitions

The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Article One.

“Act” shall mean the New York Limited Liability Company Law, as amended from time to time (or any corresponding provisions of any succeeding law).

“Affiliate” of a Person shall mean (i) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person and, (ii) any other Person owning or controlling fifty-one percent (51%) or more of the outstanding voting securities of such Person. For purposes of this definition, the terms “control,” “controlling” or “controlled by” mean the power to direct the business and affairs of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” shall mean this Operating Agreement, as amended, modified, supplemented or restated from time to time.

“Business Plan” shall have the meaning set forth in the Sexton Employment

Agreement.

“Capital Account” shall have the meaning set forth in Section 5.2.

“Capital Contribution” shall mean the total amount of cash or property (whether tangible or intangible, and in every case calculated at fair market value as of the time of contribution) contributed to the capital of the Company by all the Members or any one Member, or the predecessor holders of the Membership Interest (or any portion thereof) of such Members or Member, as the context may require, pursuant to this Agreement, including, without limitation, the Initial Capital Contribution.

“Certificate” shall mean the Company’s Articles of Organization as filed with the Department of State of New York, as amended, modified, supplemented or restated from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of any succeeding law).

“Company” shall have the meaning set forth in the preamble.

“Confidential Information” shall have the meaning set forth in Section 3.5.

“Contributing Member” shall have the meaning set forth in Section 5.1.4.

“Contribution Notice” shall mean written notice from a Contributing Member to the Non-Contributing Member of the amount of the Further Contribution and the date on which it was made.

“DJT Member” shall have the meaning set forth on page 1 hereof.

“Drag-Along Notice” shall have the meaning set forth in Section 8.4.2.

“Drag-Along Right” shall have the meaning set forth in Section 8.4.2.

“Election Notice” shall have the meaning set forth in Section 8.3.2.

“Further Contribution” shall have the meaning set forth in Section 5.1.4.

“Further Contribution Date” shall have the meaning set forth in Section 5.1.4.

“Initial Capital Contribution” shall have the meaning set forth in Section 5.1.1.

“Interest Rate” shall mean a rate per annum equal to the lesser of (i) the prime rate (or, if a prime rate is no longer announced, the base rate or other comparable rate)

(“**Prime Rate**”) of interest from time to time announced by Citibank, N.A., plus five percent (5%) or (ii) the highest interest rate permitted from time to time to be charged by law. If such bank has more than one Prime Rate from time to time in effect, the highest prime rate shall be deemed the prime rate under this Agreement. If such bank no longer quotes a prime rate, the Manager shall reasonably determine a comparable index.

“**Internal Rate of Return**” shall mean the annual discount rate, compounded daily, that results in a net present value equal to zero (0) when the discount rate is applied to all amounts contributed or deemed contributed by each of Manager and DJT Member to the capital of the Company and all distributions made by the Company to each of Manager and DJT Member.

“**Manager**” shall have the meaning set forth in on page 1 hereof.

“**Member**” shall mean the Persons set forth on Schedule A annexed hereto, and any other Person who becomes a Member pursuant to the terms of this Agreement.

“**Member Loan**” shall have the meaning set forth in Section 5.1.4.

“**Membership Interest**” means a Member’s entire interest in the Company, including the Percentage Interest held by such Member and any right of such Member to the return of Capital Contributions and, with respect to the Membership Interests held by Manager, the right to give or withhold approval or consent, in accordance with the terms of this Agreement and the Act.

“**Net Income**” or “**Net Loss**” shall mean, with respect to each fiscal year or other period, an amount equal to the Company’s taxable income or tax loss, as the case may be, for such year or period determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Code Section 703(a))(1) shall be included in such taxable income or loss), together with the following adjustments:

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such taxable income or tax loss;

(ii) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulation §1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such taxable income or tax loss in the year paid;

(iii) in the event the value of any Company property is adjusted pursuant to Section 5.2.3, the amount of such adjustment shall be taken into account as a gain or loss on the disposition of such property for purposes of computing Net Income and Net Loss; and

(iv) notwithstanding any other provision of this definition of Net Income and Net Loss, any items comprising the Company's Net Income or Net Loss that are allocated pursuant to Section 7.2 shall not be taken into account in computing Net Income or Net Loss.

5.1.4. "**Non-Contributing Member**" shall have the meaning set forth in Section

"**Non-Selling Members**" shall have the meaning set forth in Section 8.3.1.

"**Operating Budget**" shall have the meaning set forth in Sexton Employment Agreement.

"**Organization**" means a Person other than a natural person, including corporations (both non-profit and other corporations), partnerships (limited, general and limited liability), and limited liability companies.

"**Percentage Interest**" shall mean, for each Member, the percentage interest of such Member as set forth on Schedule A, as amended, modified, supplemented or restated from time to time.

"**Person**" shall mean any individual, partnership, corporation, limited liability company, unincorporated organization or association, trust or other entity.

"**Purchaser**" shall have the meaning set forth in Section 8.3.1.

"**Regulations**" shall mean the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any succeeding regulations).

"**Regulatory Allocations**" shall have the meaning set forth in Section 7.2.5.

"**Repayment Period**" shall have the meaning set forth in Section 5.1.4.

"**Selling Member**" shall have the meaning set forth in Section 8.3.1.

"**Selling Member Interest**" shall have the meaning set forth in Section 8.3.1.

"**Sexton**" shall have the meaning set forth on page 1 hereof.

4.1.2. "**Sexton Employment Agreement**" shall have the meaning set forth in Section

"**Sexton Forfeited Interest**" shall have the meaning set forth in Section 8.8.

“**Spitalny**” shall have the meaning set forth on page 1 hereof.

“**Tax Matters Partner**” or “**TMP**” shall have the meaning set forth in Section 10.6.

“**Transfer**” shall mean any sale, transfer, gift, assignment, other disposition, pledge or grant of a security interest, by operation of law or otherwise, in or of an interest in the Company or in or of rights under this Agreement, excluding, however, any grant of such a security interest in favor of the Company.

“**Unrepaid Amount**” shall have the meaning set forth in Section 5.1.4.

ARTICLE TWO

Organization

2.1 Formation.

2.1.1 The Members do hereby form a limited liability company pursuant to the provisions of the Act and this Agreement. The Manager shall cause the execution, delivery and filing of the Certificate and shall cause the execution, delivery and filing of any amendments thereto or restatements thereof, and any other certificates, notices, statements or other instruments (and any amendments thereto or restatements thereof) necessary or advisable for the formation of the Company or the operation of the Company in all jurisdictions where the Company may elect to do business.

2.1.2 Upon execution of this Agreement, those Persons listed on Schedule A shall be Members.

2.1.3 The name, notice address, Capital Contribution and Percentage Interest of each Member shall be listed on Schedule A attached hereto. The Manager shall update Schedule A from time to time as necessary. Any amendment to or revision of Schedule A made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

2.1.4. Each Member represents, warrants and covenants to the other Members during the term of this Agreement, that:

(a) If such Member is an Organization, such Member is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and has the power to own its properties and to carry on its business and activities as presently conducted;

(b) such Member has full right, power, legal capacity and authority to enter into and fully perform the terms of this Agreement;

(c) the execution and delivery, and the performance of the terms, of this Agreement by such Member does not and shall not conflict with or result in any violation of, or constitute a default under, any provision of any agreement, contract, document, arrangement or understanding (written or oral) to which such Member may be a party or by which such Member may be bound, or any writ, judgment, order, decree or other governmental authorization or approval that may be applicable to such Member;

(d) such Member's obligations set forth herein are legal, valid and binding obligations, enforceable in accordance with their terms; and

(e) such Member is acquiring such Member's interest in the Company for such Member's own account as an investment and without an intent to distribute such interest.

2.2 **Name.** The name of the limited liability company formed hereby is **TRUMP UNIVERSITY LLC**. Promptly following the execution of this Agreement, the Company will enter into a License Agreement with Donald J. Trump which sets forth, among other things, the rights of the Company for the use of the name "Trump" as part of the name of the Company, in the form and on the terms satisfactory to the Manager.

2.3 **Purposes.** The purpose for which the Company is formed is to provide education-related and educational products and services to individuals and businesses. The Company may engage in any activities that are directly or indirectly related or incidental to the accomplishment of the foregoing purposes.

2.4 **Principal Office.** The location of the principal office of the Company shall be 399 Pine Road, Briarcliff Manor, New York 10510 or such other location as the Manager may from time to time designate. The Manager shall give each Member at least ten (10) days' prior notice of any change in the location of the Company's principal office.

2.5 **Duration.** The term of the Company shall commence on the date that the Certificate is filed with the Department of State and shall continue in full force and effect until terminated in accordance with the provisions of this Agreement.

ARTICLE THREE

Membership

3.1 **Members Shall Not Manage or Control.** Except as otherwise set forth in this Agreement and the Sexton Employment Agreement, no Member who is not also the Manager shall (a) participate in the management of or have any control over the Company, (b) transact business for the Company, or (iii) have the power to sign, act for or bind the Company, all of such powers being vested solely and exclusively in the Manager in accordance with and subject to the terms of Article Four.

3.2 **Admission of Additional Members.** Subject to the provisions in Article Eight, no additional Member shall be admitted to the Company without the prior approval of the Manager.

3.3 **Membership Interests.** Each Member hereby agrees that his interest in the Company shall be personal property for all purposes.

3.4 **Initial Percentage Interests.** Effective as of the date hereof, the Members shall have the Percentage Interests set forth on Schedule A. Notwithstanding the foregoing (or anything in this Agreement to the contrary), Sexton acknowledges and agrees that his Percentage Interest shall be subject to the provisions of the "Sexton Employment Agreement" (as herein defined), including, but not limited to, the provisions of Section 12 thereof and Section 8.8 hereof.

3.5 **Confidentiality; Non-Competition**

3.5.1 (a) Each Member acknowledges that the business of the Company and its continued success depend upon the use and protection of a large body of confidential and proprietary information, and that he or it holds a position of trust and confidence by virtue of which he or it necessarily possesses, has had access to and, as a consequence of his or its signing this Agreement, will continue to possess and have access to, highly valuable, confidential and proprietary information of the Company not known to the public in general, which if used or disclosed in violation of this Agreement would cause the Company substantial loss and damages that could not be readily calculated and for which no remedy at law would be adequate. All of such confidential and proprietary information now existing or to be developed in the future will be referred to in this Agreement as "**Confidential Information.**" This includes, without limitation, the Company's existing and potential services, products and inventions, trade secrets, software, source codes, systems, business methods and other intellectual property; confidential reports; product price lists and terms; customer and prospective customer lists; financial information (including the revenues, costs or profits associated with any products); development, transition and transformation plans; strategic, acquisition, marketing and expansion plans, including plans regarding planned and potential acquisitions and sales; financial and business plans,

procedures, and manuals; employee lists; numbers and location of sales representatives; new and existing programs and services (and those under development); costs of providing service, support and equipment and equipment maintenance costs. Confidential Information shall not include any information that has become generally known to and available for use by the public other than as a result of a Member's acts or omissions or the acts or omissions of anyone acting in concert, directly or indirectly, with a Member.

(b) Disclosure of any Confidential Information by a Member shall not be prohibited if such disclosure is directly pursuant to a valid and existing order of a court or other governmental body or agency within the United States; provided, however, that (i) the Member shall first have given prompt notice to the Company of any such possible or prospective order (or proceeding pursuant to which any such order may result) and (ii) the Member shall afford the Company a reasonable opportunity to prevent or limit any such disclosure and shall cooperate with efforts to prevent such disclosure.

(c) Each Member will, at all times following the date hereof, protect as confidential and not use any Confidential Information known to such Member or at any time in the Member's possession or control, in a manner detrimental to the interests of the Company. In addition, the Member will not disclose to any unauthorized person or use, directly or indirectly, for his or its own account any of such Confidential Information without the Company's prior written consent. Each Member, promptly upon its withdrawal from the Company as a Member, shall deliver to the Company, at the Company's request, all memoranda, notes, plans, records, reports and other documents (and copies thereof) containing or otherwise relating to any of the Confidential Information and other property of the Company which he or it may then possess or have under his or its control.

(d) Each Member will fully comply with any agreement reasonably required by any of the Company business partners, customers, suppliers or contractors with respect to the protection of the confidential and proprietary information of such entities.

(e) Each Member shall have the right to disclose Confidential Information to its employees, accountants and attorneys whose responsibilities require access to Confidential Information.

3.5.2 (a) During such time as a Person is a Member, such Person, and in the case of Manager and DJT Member, Donald J. Trump, shall not participate as a consultant, principal, stockholder, member, partner, officer, director or employee, in any business which shall be competitive, anywhere in the world, with the business of the Company. Notwithstanding the foregoing, with respect to Manager and DJT Member (and Donald J. Trump), the following activities shall not constitute a breach of this Section 3.5.2(a): investments in public companies which, directly or indirectly, provide business and/or real estate education, speeches made by Donald J. Trump (in whatever forum), donations to universities, and including "Trump" in the name of a Columbia University or University of Pennsylvania building or business school, authoring books, participating in

radio shows, and activities relating to the reality television series currently known as “The Apprentice” or any spin-off therefrom or related show.

(b) Without limiting Section 3.5.2(a), with respect to Sexton, the terms of Section 9 of the Sexton Employment Agreement are incorporated herein as if fully stated herein.

(c) [INTENTIONALLY DELETED]

(d) For a period of (i) one (1) year after a Person shall no longer be a Member, such Member shall not (x) hire or attempt to hire any of the then employees of the Company or any person who was employed by the Company at any time during the period of two (2) years immediately preceding the date such Person is no longer a Member, or (y) attempt to engage in the management of any person who is then managed by the Company or who was managed by the Company at any time during the period of two (2) years immediately preceding the date such Person is no longer a Member.

3.5.4 In the event of a breach or threatened breach of this Section 3.5, the Members agree that monetary damages may not adequately protect the interests of the Company and its Members and, therefore, in addition to such other rights and remedies to which it may be entitled, the Company shall be entitled to injunctive relief, without the necessity of posting bond or establishing that monetary damages would not, in fact, provide an adequate remedy. In the event of a conflict in any of the terms, covenants and agreements of this Section 3.5 and any of the terms, covenants and agreements of the Sexton Employment Agreement the terms which impose the greater restrictions on Sexton shall govern.

3.5.5 If any portion of the covenants set forth in Section 3.5 are held to be invalid, unreasonable, arbitrary or against public policy, then such portion of said covenants shall be considered divisible both as to time and geographical area and further that if any court of competent jurisdiction determines either the specific time period or specific geographic area applicable thereto to be invalid, unreasonable, arbitrary or against public policy, such other lesser time period or geographic area which is determined to be reasonable, non-arbitrary and not against public policy may be enforced against the Members.

3.6 Members Not Liable for Company Losses. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member (or acting as Manager) of the Company.

3.7 Indemnification of the Members. The Members and his/her/its partners, members, officers, shareholders, employees and agents shall not be liable,

responsible or accountable in damages or otherwise to the Company or to any other Member for (a) any act performed within the scope of the authority conferred by this Agreement, except for acts involving the gross negligence or willful misconduct of such Member, (b) the Member's performance of, or failure to perform, any act based upon his/her/its reasonable reliance on the advice of legal counsel or accountants selected, engaged or retained in good faith and with reasonable prudence, or (c) the negligence, dishonesty or bad faith of any agent, consultant or broker of the Company selected, engaged or retained in good faith and with reasonable prudence. The Company shall indemnify, save harmless and pay all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs of investigation, fines, judgments and amounts paid in settlement) actually incurred by a Member or such other Person in connection with any action, suit or proceeding by virtue of his/her/its status as a Member or with respect to any action or omission taken or suffered, other than liabilities and losses resulting from the gross negligence or willful misconduct of such Member or such other Person. The indemnification provided by this Section 3.7 shall be recoverable only out of the assets of the Company, and no member shall have any personal liability thereof.

3.8 Member's Payments. Except for (i) reimbursement of expenses provided for in the then applicable Operating Budget of the Company; (ii) payments to Sexton pursuant to the Sexton Employment Agreement, (iii) interest or earnings on the Capital Contributions of Manager and DJT Member, as provided in this Agreement, and (iv) as provided in Article Five of this Agreement, no salary, fees or other compensation shall be paid to any of the Members.

ARTICLE FOUR

Management

4.1 The Manager. Except as otherwise provided in this Agreement or the Act, the business, day-to-day operations and affairs of the Company shall be managed by the Manager. The Manager shall hold office until his/her earlier resignation. The Manager may resign at any time upon notice to the Company.

4.1.1 Except as expressly limited by this Agreement or the Act, the Manager shall have the right and power to manage the day-to-day business of the Company and to do, on behalf of the Company, all things which, in the judgment of the Manager, are necessary or appropriate to carry out the Company's purposes.

4.1.2 The Manager shall have the power and authority to delegate authority to Persons believed by the Manager to be qualified. Any such delegation may be rescinded at any time by the Manager. In this capacity, the Manager may appoint and rescind the appointment of such officers of the Company as he/she, in his/her sole discretion, deems necessary or appropriate. Subject to the direction and control of the Manager, Sexton shall serve as President of the Company pursuant to an employment agreement (the "Sexton

Employment Agreement”) between the Company and Sexton. Notwithstanding anything to the contrary contained in the Sexton Employment Agreement, for tax purposes only, any salary or other compensation payable to Sexton thereunder may, at the Manager’s sole discretion, be treated as a guaranteed payment to Sexton as a Member, because he is a Member of the Company (which membership interest shall be subject to Section 12 of the Sexton Employment Agreement).

4.1.3 The Manager shall not be liable or accountable in damages or otherwise to the Company or the other Members for any failure to take any action or the taking of any action within the scope of authority conferred on him/her by this Agreement. The Manager shall not be liable to the other Members because any taxing authorities disallow or adjust any deductions or credits in the Company’s income tax returns or for the return of all or any portion of the Capital Contributions of the Members. Nothing in this Section 4.1.3 shall be deemed to make the Manager liable, responsible or accountable to Persons other than the Company or the Members.

4.1.4 The Company shall indemnify, save harmless and pay all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys’ fees, costs of investigation, fines, judgments and amounts paid in settlement) incurred by the Manager, his/her heirs or his/her legal representatives in connection with any action, suit or proceeding by virtue of any act performed or omitted to be performed by the Manager arising from or relating to any acts of the Manager. The indemnification provided by this Section 4.1.4 shall be recoverable only out of the assets of the Company, and no Member shall have any personal liability on account thereof.

4.1.5 [INTENTIONALLY DELETED]

4.1.6 Sexton shall prepare and deliver to the Manager, in the time and manner set forth in the Sexton Employment Agreement, the Operating Budget and Business Plan. The proposed Operating Budget and Business Plan shall be subject to the approval of the Manager and shall be deemed to be the Operating Budget and Business Plan respectively, for the purposes of this Agreement, and to be “in effect”, only if and after they receive the approval of the Manager.

4.2 **Right to Rely on Manager.** Provided that such certificate is consistent with the Certificate, any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by the Manager as to:

4.2.1 The identity of any Member;

4.2.2 The existence or nonexistence of any fact or facts which constitutes a condition precedent to acts by the Manager or which are in any other manner germane to the affairs of the Company;

4.2.3 The Persons who are authorized to execute and deliver any instrument or document of the Company; or

4.2.4 Any other matter whatsoever involving the Company or any Member.

4.3 **Matters Requiring Approval of Members; Limitations on Manager**

4.3.1 Notwithstanding anything herein to the contrary, the following acts by the Company shall require the approval of the Members:

(a) the merger or consolidation of the Company with or into any other Person, except that the Company may merge with any wholly-owned subsidiary;

(b) the sale of all or substantially all of the assets of the Company in a single transaction or in a series of related transactions;

(c) the institution of proceedings to adjudicate the Company a bankrupt, or consent to the filing of a bankruptcy proceeding against the Company, or the filing of a petition or answer or consent seeking reorganization of the Company under the federal bankruptcy laws or any other similar applicable federal or state law, or the consent to the filing of any such petition against the Company, or the consent to the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency of the Company or the Company's assets, or the making of an assignment for the benefit of creditors of the Company, or the admission of the Company's inability to pay its debts generally as they become due;

(e) the taking of any action which would waive the limited liability of the Company or the Members or otherwise intentionally subject the Members to liability for obligations of the Company.

4.3.2 Without limiting the Manager's rights hereunder, the Manager shall have the right to appoint the accountants and legal counsel of the Company.

4.4 **Approval by the Members; Meetings.** In connection with any provision herein which calls for the approval of the Members, such approval shall require the approval of those Members holding a majority of the Percentage Interests held by all Members and may be obtained (i) at a meeting of the Members pursuant to Sections 4.4.1, 4.4.2, 4.4.3 and 4.4.4 or (ii) in writing, pursuant to the provisions of Section 4.4.5.

4.4.1 **Notice of Meetings of Members.** A meeting shall properly be called hereunder only when the Manager or a Member provides notice to all of the Members at least ten (10) days prior to the convening of such meeting. Each Member may waive such notice in writing, either before or after such meeting, whereupon such Member shall be deemed present at the meeting to which such waiver applies for the purpose of determining if a quorum is present at such meeting. The presence in person or by proxy of a Member at a

meeting shall constitute the waiver by such Member of notice of such meeting.

4.4.2 **Quorum.** The presence of the Manager shall constitute a quorum.

4.4.3 [INTENTIONALLY DELETED]

4.4.4 **Use of Conference Telephone and Similar Equipment.** One or more Members may participate in a meeting of the Members by means of conference telephone or similar communications equipment by which all Members participating in the meeting can hear each other. Participation by a Member in a meeting pursuant to this Section 4.4.4 shall constitute the presence at such meeting of such Member.

4.4.5 **Action by Written Consent of the Members.** Whenever by any provisions of the Act, the Certificate or this Agreement, the vote of Members at a meeting thereof is required or permitted to be taken in connection with any Company action, the meeting and vote of Members may be dispensed with, if the Members whose approval would have been required at a meeting at which all Members entitled to vote upon the action were present shall consent in writing to such Company action being taken.

ARTICLE FIVE

Capital; Capital Accounts; Member Loans

5.1 **Capital Contributions.**

5.1.1 Contemporaneously with the execution of this Agreement, each Member has contributed to the capital of the Company, in cash, the amounts set forth on Schedule A (the "Initial Capital Contribution") and each Member's Capital Account shall be credited by the amount of such Initial Capital Contribution.

5.1.2 [INTENTIONALLY DELETED]

5.1.3 To the extent consistent with the Operating Budget then in effect, at such time as the Initial Capital Contribution shall have been utilized, the Manager may call for additional capital from the Members by giving each Member notice not less than ten (10) days prior to the due date of such Capital Contribution, setting forth the aggregate amount of the capital so called and the portion thereof for which each Member is responsible (determined by multiplying the aggregate amount of such Capital Contribution by a fraction, the numerator of which is each Member's respective Percentage Interest and the denominator of which is the Aggregate Percentage Interests of all Members).

5.1.4. The following shall apply if a Member fails to make a Capital Contribution:

5.1.4.1 If any Member (hereinafter called a "Non Contributing Member")

declines or fails to make its share of a Capital Contribution within the time specified in any notice therefor, and the other Member (the “**Contributing Member**”) shall have made its share, the Contributing Member shall have the right, but not the obligation, to make a payment to the Company in the amount of the Further Contribution (as defined below), which payment shall be deemed to constitute a non-recourse loan by the Contributing Member to the Non-Contributing Member and a Capital Contribution by the Non-Contributing Member, in the amount which the Non-Contributing Member failed or elected not to contribute (such amount being hereinafter called the “**Further Contribution**”), by giving a Contribution Notice within ten (10) days after making such Further Contribution and specifying the date upon which such Further Contribution was made (the “**Further Contribution Date**”). The Non-Contributing Member shall have a period (the “**Repayment Period**”) of ninety (90) days following the Further Contribution Date to repay to the Contributing Member the Further Contribution, together with interest thereon at the Interest Rate, which interest shall be payable monthly but to the extent accrued and unpaid, shall compound monthly. If, and to the extent that, as of the end of the Repayment Period, the Non-Contributing Member shall have failed to repay the Further Contribution, together with interest accrued thereon (said unrepaid amount, including interest, being hereinafter called the “**Unrepaid Amount**”), (x) the Capital Contribution deemed made by the Non-Contributing Member shall be deemed to have been returned to the Non-Contributing Member and (y) the non-recourse loan to the Non-Contributing Member shall be deemed to have been repaid by the Non-Contributing Member, and unless the Contributing Member shall have made the election described in Section 5.1.4.2, then (i) the Contributing Member shall be deemed to have made a Capital Contribution in the amount of the Unrepaid Amount as of the date the Contributing Member shall make the Further Contribution, (ii) the Capital Account of such Contributing Member shall be re-calculated, as of the date the Contributing Member shall make the Further Contribution, to take into account the Further Contribution so made, and (iii) the Percentage Interest of each Contributing Member and of each Non-Contributing Member shall be re-calculated by dividing (x) the sum of all Capital Contributions made by such Member including the Further Contribution, if any, made by the Contributing Member(s) by (y) the sum of all Capital Contributions made by all of the Members including the Further Contributions made by all Members.

5.1.4.2 If any Member shall have declined or failed to make its full share of a Capital Contribution, the Contributing Member may elect to treat any Unrepaid Amount, and the portion of its share of the Capital Contribution which exceeds that made (or deemed to have been made) by the Non-Contributing Member, if any, as a non-recourse loan to the Company (a “**Member Loan**”) rather than as a Capital Contribution as contemplated by Section 5.1.4.1. In the event of such election, the Percentage Interests of the Members shall not change. The Contributing Member shall exercise any such election by giving written notice to the Company and to the Non-Contributing Member(s) within ten (10) days after the end of the Repayment Period. A Member Loan shall (i) bear interest at the Interest Rate from and after the end of the Repayment Period, which interest shall be payable monthly but to the extent accrued and unpaid, shall compound monthly, (ii) mature and become payable (if not already paid) on the first annual anniversary of its funding; (iii) be payable in quarter-annual installments of principal (i.e., 25% of the original outstanding principal balance of

the applicable Member Loan) and interest (with the first payment to be made ninety (90) days following the date that the Member Loan shall have been made) until fully paid (notwithstanding any provisions in this Agreement to the contrary which may prohibit the payment of interest to a Member); (iv) rank senior in right of payment to all other indebtedness of the Company, other than indebtedness incurred pursuant to any loan agreements with banks, insurance companies or other institutional lenders in place at the time such loan is made; and (v) not affect the Capital Accounts or the Percentage Interests of the Members. In the event of the non-payment of such Member Loan, the Contributing Member shall be entitled to the costs of collection thereof, including reasonable attorney's fees and disbursements. No distributions shall be made to any Member prior to the repayment of such Member Loan in full together with all interest earned thereon and the collection costs thereof, if any. For purposes of this Section 5.1.4, a non-recourse loan shall mean a loan with recourse only to the assets of the Person borrowing such loan amount.

5.1.5 No Member shall be entitled to withdraw any part of such Member's Capital Account balance or to receive any distribution from the Company, except as expressly provided in this Agreement. No Member shall be entitled to demand or receive any property from the Company other than cash as expressly provided herein.

5.1.6 Except as provided in Section 5.1.4.2 and Section 5.3, No Member shall be paid interest on any Capital Contribution to the Company.

5.2 **Capital Accounts**. An individual capital account (the "Capital Account") shall be maintained for each Member in accordance with Section 1.704-1(b)(2)(iv) of the Regulations and the following provisions. The initial balance of each Member's Capital Account is set forth in Section 5.1.1 hereof.

5.2.1 Each Member's Capital Account shall be credited with (1) the amount of cash contributed by such Member to the Company, (2) the amount of such Member's allocable share of Net Income (or items thereof), including tax-exempt income and gain, (3) the amount, if any, of any Company liabilities that are assumed by such Member as provided in Regulation Section 1.704-1(b)(2)(iv)(c)(1), and (4) the fair market value of any property contributed to the Company by such member (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752).

5.2.2 Subject to the provisions of Section 5.1.4.2, each Member's Capital Account shall be charged with (1) the amount of cash distributed to such Member by the Company, (2) the amount of such Member's allocable share of Net Loss and any items of Company loss and deduction that are specially allocated to such Member pursuant to Section 7.2 hereof, (3) the fair market value of any property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752), and (4) the amount of any expenditures described in Code Section 705(a)(2)(B) allocated to such Member.

5.2.3 In the event of (1) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution, (2) the distribution by the Company to a Member of more than a de minimis amount of the assets of the Company as consideration for an interest in the Company, (3) the liquidation of the Company for federal income tax purposes pursuant to Section 1.704-1(b)(2)(ii)(g) of the Regulations, or (4) an election under Code Sections 734(b) or 743(b), but only as provided in Section 1.704-1(b)(2)(iv)(m) of the Regulations, the values of the Company's properties shall be adjusted (limited, in the case of the events described in clauses (1) and (2), to adjustments which the TMP determines are necessary or appropriate to reflect the relative economic interests of the Members) to equal their then fair market values (as determined by the TMP), and the Capital Accounts of each Member shall be credited or charged with such Member's share (as determined under Article Seven hereof) of the Net Income or Net Loss resulting from such adjustments.

5.2.4 The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulation.

5.3 No Member shall have the right to withdraw or to be repaid any Capital Contribution contributed by such Member except as specifically provided in this Agreement.

ARTICLE SIX

Distributions

6.1 The amount and timing of any distributions of Company funds shall be determined by the Manager in his sole discretion. Subject to Section 5.1.4 and except as otherwise provided in Section 6.2, all distributions shall be made (i) first to, each of Manager and DJT Member, until each of Manager and DJT Member shall have received an aggregate amount of distributions necessary to provide a twelve percent (12%) Internal Rate of Return on all of the Capital Contributions made by each of Manager and DJT Member to the Company, (ii) then to Manager, until Manager shall have received back all of its Capital Contributions made to the Company, (iii) then to DJT Member, until DJT Member shall have received back all of its Capital Contributions made to the Company, and (iv) then to all of the Members (including Manager and DJT Member), pro rata in accordance with the Members' respective Percentage Interests.

6.2. Subject to Section 5.1.4, distributions of the proceeds of any capital transaction, financing or refinancing and distributions upon the dissolution and liquidation of the Company shall be made (i) first to each of Manager and DJT Member, until each of Manager and DJT Member shall have received an aggregate amount of distributions necessary to provide a twelve percent (12%) Internal Rate of Return on all of the Capital Contributions made by each of Manager and DJT Member to the Company, (ii) then to Manager, until Manager shall have received back all of its Capital Contributions made to the Company, (iii) then to DJT Member,

until DJT Member shall have received back all of its Capital Contributions made to the Company, (iv) then to all of the Members (including Manager and DJT Member), in proportion to their respective Capital Accounts until each Member has received distributions equal to any positive balance in his/her/its Capital Account and (v) thereafter, pro rata in accordance with the Members' (including Manager's and DJT Member's) respective Percentage Interests.

ARTICLE SEVEN

Allocations

7.1 **Allocations of Net Income and Net Losses.** After making the allocations (if any) required by Section 7.2 hereof, Net Income and Net Loss shall be allocated to the Members as follows:

(i) Net Income:

- (x) first to Members with negative Capital Accounts, in proportion to those Capital Accounts, until the Capital Accounts of all such Members are increased to zero;
- (y) then to the twelve (12%) percent Internal Rate of Return referred to in Sections 6.1 and 6.2 of this Agreement;
- and (z) then to the Members in accordance with their respective Percentage Interests;

(ii) Net Losses:

- (y) first to Members with positive Capital Accounts, in proportion to those Capital Accounts, until the Capital Accounts of all such Members have been decreased to zero;
- and (z) then to the Members in accordance with their respective Percentage Interests.

7.2 Regulatory Allocations.

7.2.1 Notwithstanding any other provision of this Agreement, in the event any Member unexpectedly receives any adjustments, allocations or distributions described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of the Company's income and gain shall be specially allocated to such Member (consisting of a pro rata portion of each item of such income and gain) in an amount and manner sufficient to eliminate any deficit in such Member's Capital Account as quickly as possible. The provisions of this Section 7.2.1 are intended to constitute a "qualified income offset" within the meaning of Regulation Section 1.704(b)(2)(ii)(d) and shall be interpreted consistently with said Regulation.

7.2.2 In order to comply with the "minimum gain chargeback" requirements of Regulation §1.704-2(f)(1) and §1.704-2(i)(4), and notwithstanding any other provision of this Agreement to the contrary, in the event there is a net decrease in a Member's share of Company minimum gain (as defined in Regulation §1.704-2(d)(1)) and/or Member nonrecourse debt minimum gain (as defined in Regulation §1.704-2(i)(2)) during a Company taxable year, such Member shall be allocated items of income and gain for that year (and if necessary, for other years) as required by and in accordance with Regulation §1.704-2(f)(1) and §1.704-2(i)(4) before any other allocation is made.

7.2.3 The allocations set forth in this Section 7.2 (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of taxable income or tax loss. Therefore, notwithstanding any other provision of this Section 7.2 (other than the Regulatory Allocations), offsetting special allocations of taxable income or tax loss, in whatever manner is appropriate, shall be made so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement. In making such offsetting allocations, there shall be taken into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

7.2.4 It is the intention of the Members that the allocations hereunder shall be deemed to have "substantial economic effect" within the meaning of Code Section 704 and Regulation Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Code Section 704 or the Regulations thereunder, then Code Section 704 and such Regulations shall be deemed to override the contrary provisions thereof. If Code Section 704 or the Regulations thereunder at any time require that limited liability company agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein, and any such incorporation shall be retroactive to whatever extent required to create allocations with "substantial economic effect".

7.3 Other Allocation Rules.

7.3.1 Each separate item of income, deduction, credit, gain and loss of the Company shall be allocated among the Members in the same proportion as the portion of the total Net Income or Net Loss for the period which is credited or charged to the Capital Account of each Member bears to the total Net Income or Net Loss for such period.

7.3.2 If the Membership Interests of the Members change during a year, Net Income or Net Loss for such year shall be allocated among the Members on the basis of the computation method which, in the sole discretion of the Manager, is in the best interests of the Company; provided, that such method is in conformity with the methods prescribed by Code §706 and Regulations §1.706-1(c)(2)(ii). Any transferee of a Membership Interest shall succeed to the Capital Account of the transferor Member to the extent it relates to the transferred Interest.

ARTICLE EIGHT

Transfers of Membership Interests; Forfeiture of Sexton Membership Interest

8.1 **Voidable Transfers.** No Member shall Transfer all or any portion of his/her/its Membership Interest, except in strict compliance with the provisions of this Article Eight. Any purported Transfer in violation of this Article Eight shall be void ab initio, shall not bind the Company and shall be deemed an irrevocable offer made by the Member whose Transfer is being voided to the Company to redeem such Membership Interest by payment of the sum of the positive balance, if any, of such Member's Capital Account. The Member whose Transfer is being voided shall indemnify and hold the Company and the other Members harmless from and against any federal, state or local income or transfer taxes arising as a result of, or caused directly or indirectly by, such voided Transfer. Each of the Members hereby acknowledges and agrees that, subject to the provisions of Sections 8.2 and 8.3, he/she/it will not, without the approval of the Manager, Transfer any portion of his/her/its Membership Interest to any Person other than another Member, it being agreed that such approval may be withheld for any reason or no reason. Each of the Members hereby covenants to, and agrees with, each of the other Members that it will not permit any Transfers of interests in such Member if, as a result, such Member would not be controlled, directly or indirectly, by the Person or Persons who controlled such Member immediately prior to such Transfer (including in such control group any Persons to whom Transfers may be made pursuant to Section 8.2). It shall be a condition to any Transfer of a Membership Interest hereunder that the Member making such Transfer pay any expenses that are incurred by the Company in connection with such Transfer.

8.2 **Permitted Transfers.** Subject to compliance with the remaining provisions of this Article 8, each Member shall be free to Transfer all or any portion of his/her/its Membership Interest to, and no approval of any of the other Members shall be required for a Transfer by a Member to, any spouse, sibling, parent or child of such transferring Member, a trust exclusively for the benefit of any such family member(s) or another entity entirely owned and controlled directly or indirectly by such family member(s) and/or such trusts.

8.3 **Right of First Refusal.**

8.3.1 At any time after (x), in the case of a Member other than Sexton, the first anniversary of the date of this Agreement; and (y) in the case of Sexton, the first to occur of (A) the termination of the Sexton Employment Agreement other than for "Good Cause" (as defined in the Sexton Employment Agreement) or (B) the fifth anniversary of the date of this Agreement (each, the "Selling Member"), a Member may enter into a bona fide contract of sale to sell his/her/its entire Membership Interest in the Company (the "Selling Member Interest") then existing, for cash to a third party purchaser, which is not an Affiliate of the Selling Member, and which is reasonably acceptable to the Manager (the "Purchaser"). Within ten (10) days after entering into a contract of sale, the Selling Member shall provide a copy of the contract of sale (which shall be subject to the provisions of this Section 8.3), to the other Member(s), (collectively, the "Non-Selling Members").

8.3.2 Within thirty (30) days after the receipt by the Non-Selling Members of the contract of sale, the Non-Selling Members may, in a writing (the "Election Notice") given to the Selling Member, elect to purchase the Selling Member Interest for an amount equal to the amount the Selling Member would have received pursuant to the contract of sale, which shall be paid at the closing. If more than one of the Non-Selling Members gives an Election Notice, unless such Non-Selling Members shall otherwise agree, they shall purchase the Selling Member Interest pro rata in accordance with their respective Percentage Interests.

8.3.3 If one or more of the Non-Selling Members gives an Election Notice, the closing will be held at the office of the Manager on the later of (i) the ninetieth (90th) day after the date of the Election Notice, or (ii) the date set forth in the contract of sale for the closing. At the closing, if requested by the Non-Selling Members, the Selling Member shall execute and deliver any necessary and appropriate instruments of conveyance in order to effectuate the transaction contemplated hereby. Closing costs and all other charges involved in closing the sale shall be divided equally between the Non-Selling Members who gave an Election Notice and the Selling Member, except that each party shall pay its own attorneys' fees.

8.3.4 If the Non-Selling Members fail to timely elect to purchase the Selling Member Interest, the Selling Member shall be free to complete the transaction contemplated by the contract of sale.

8.3.5 If, after giving an Election Notice, the Non-Selling Members fail, through no fault of the Selling Member, to timely consummate the acquisition of the Selling Member Interest and fail to cure such default within thirty (30) days thereafter: (i) the Selling Member shall be free to complete the transaction contemplated by the contract of sale or another sale of the Selling Member Interest that results in the Selling Member receiving proceeds equal to at least ninety percent (90%) of the proceeds that would have been received had the transaction contemplated by the contract of sale been consummated; and (ii) the Selling Member shall be entitled to receive as liquidated and agreed damages (and not a penalty) out of future distributions that would otherwise be payable to the Non-Selling Members an amount which, when added to the proceeds of the sale received by the Selling Member, causes the Selling Member to receive the same amount as he/she/it would have received had the Non-Selling Members not defaulted.

8.3.6 If there shall be any outstanding loans by the Selling Member to the Company, all such loans due to the Selling Member, including accrued and unpaid interest thereon, shall be purchased by the Non-Selling Members for the principal amount thereof, and accrued and unpaid interest thereon, as a condition precedent to such sale. At the closing, the Selling Member shall deliver and assign to the Non-Selling Members each note evidencing such loans.

8.3.7 If a transaction contemplated by the foregoing provisions of this Section 8.3 is not consummated within ninety (90) days after the initial closing date, all the provisions of this Section 8.3 shall apply to any subsequent Transfer.

8.3.8 Any of the Non-Selling Members shall have the right to assign his/her/its right to acquire the Selling Member Interest to an Affiliate of such Non-Selling Member; provided, however, that such Non-Selling Member shall not be relieved of any obligation or liability to the Selling Member hereunder.

8.3.9 The Selling Member shall cause any purchaser of less than all of his/her/its Membership Interest pursuant to this Section 8.3 to agree in writing to be bound by the provisions of this Agreement applicable to such purchaser's transferor.

8.3.10 Notwithstanding anything in this Section 8.3 to the contrary, each of Manager and DJT Member may sell his/her/its Membership Interest without being subject to this Section 8.3.

8.4 Drag-Along Rights.

8.4.1 [INTENTIONALLY DELETED]

8.4.2 In the event that the Manager enters into a bona fide contract of sale to sell its entire Membership Interests in the Company to a non-Affiliate third party purchaser, the provisions of Section 8.3 shall not apply thereto, and the Manager shall be entitled, at its option, to require each of, or any of (at the Manager's sole discretion), the other Members to include in such sale the entire Membership Interest owned by each such other Member (the "**Drag-Along Right**"). The Drag-Along Right shall be exercised by notice ("**Drag-Along Notice**") from the Manager to each Member given not less than ten (10) days prior to the projected closing date of such sale of Membership Interests. Upon receipt of a Drag-Along Notice, each Member shall be obligated to sell his/her/its entire Membership Interest in such sale on such terms (including representations, covenants, indemnity, holdback and similar provisions) as the sale by the Manager (as applicable); provided, that the maximum liability of a Member in connection with such sale shall not exceed the proceeds to such Member of such sale.

8.5 [INTENTIONALLY DELETED]

8.6 Substitute Members. The assignee or purchaser of a Membership Interest pursuant to the terms of this Article Eight shall have the right to become a substituted Member in the Company only if (i) the assignor or seller so provides in an instrument of assignment; (ii) the assignee or purchaser agrees in writing to be bound by the terms of this Agreement; and (iii) the assignee or purchaser pays the reasonable costs incurred by the Company in preparing and recording any necessary amendments to this Agreement and the Certificate, unless waived by the Manager.

8.7 Transferors To Remain Members. Unless and until a Transferee is admitted as a Member with respect to the entire Membership Interest of his/her/its transferor, the transferor Member shall not cease to be a Member of the Company under the Act, shall remain liable to the Company for the performance of all of his/her/its obligations as a Member under this Agreement and shall retain the statutory rights, powers and obligations of a Member under the Act.

8.8 Forfeiture of Sexton Membership Interest.

All or a portion of Sexton's Membership Interest may be forfeited (such forfeited Membership Interest shall hereinafter be referred to herein as the "**Sexton Forfeited Interest**") pursuant to the terms of Section 12 of the Sexton Employment Agreement. The Sexton Forfeited Interest shall, at the sole option of DJT Member, be transferred to DJT Member, at no cost to DJT Member and without any compensation whatsoever to Sexton for such Sexton Forfeited Interest. Sexton hereby irrevocably constitutes and appoints DJT Member as Sexton's true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any instruments and to exercise and enforce every right, power, remedy, option and privilege of Sexton with respect to the Sexton Forfeited Interest, and do in the name, place and stead of Sexton, all such acts, things and deeds for and on behalf of and in the name of Sexton, which Sexton could or might do or which DJT Member may deem necessary or desirable to more fully vest in DJT Member the rights in and to the Sexton Forfeited Interest and to accomplish the purposes of this Agreement. The foregoing powers of attorney are irrevocable and coupled with an interest.

ARTICLE NINE

Dissolution and Liquidation

9.1 Dissolution.

9.1.1 The Company shall dissolve, without further action of the Manager, upon, but not before, the first to occur of the following:

- (a) December 31, 2050;
- (b) the approval of the Manager;
- (c) the disposition of all or substantially all of the assets of the Company in a transaction other than a sale-leaseback or an installment sale transaction;
- (d) subject to Section 701(d) of the Act, the bankruptcy, dissolution or withdrawal of Manager or DJT Member; or
- (e) A decree of judicial dissolution under Section 702 of the Act.

9.1.2 Upon dissolution of the Company, the Company shall commence to wind up its affairs and shall proceed with reasonable promptness to liquidate the business of the Company.

9.2 Liquidation.

9.2.1 The Company shall terminate after its affairs have been wound up and its assets fully distributed in liquidation as follows:

9.2.1.1 First, to the payment of the debts and liabilities of the Company (other than debts and liabilities to Members) and the expenses of liquidation;

9.2.1.2 Next, to the setting up of any reserves which the Manager (or, if there is then no Manager, the Person designated by the Members to conduct the liquidation of the Company) may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;

9.2.1.3 Then, to the payment of the debts and liabilities of the Company to Members other than on account of their interest in Company capital or profits; and

9.2.1.4 Thereafter, to the Members, as provided in Section 6.2.

9.2.2 No Member shall have any right to demand property other than cash upon dissolution and termination of the Company.

9.3 **Cancellation of Certificate.** Upon the completion of the liquidation of the Company, the Manager (or, if there is then no Manager, the Person designated by the Members to conduct the liquidation of the Company) shall cause the cancellation of the Certificate.

ARTICLE TEN

Records and Accounting; Fiscal Affairs

10.1 **Fiscal Year.** The Company's fiscal year shall be the calendar year.

10.2 **Bank Accounts.** All of the Company's funds shall be deposited in such bank or accounts as shall be designated by the Manager. Withdrawals from any such bank account shall be made upon the signature of the Manager, or his designee, and shall be made only for the purposes of the Company.

10.3 **Books and Records.** The Manager (or, if the Manager shall elect, Sexton (so long as Sexton shall be the President of the Company pursuant to the Sexton Employment Agreement)) shall, at the Company's cost and expense, maintain full and accurate books and records, in accordance with the Company's accounting policies consistently applied, at the principal office of the Company, showing all receipts and expenditures, assets and liabilities, Net Income or Net Loss, and all other records necessary for recording the Company's business and affairs, including those sufficient to record the allocations and distributions provided for in this Agreement. The books and records shall, upon reasonable prior notice to the Company, be open for inspection and copying by any Member or such Member's duly authorized representatives during regular business hours. Any expense for any inspection or copying shall be borne by the Member causing such inspection or copying to be conducted. Any information obtained by a Member with respect to the affairs of the Company shall, except as may be required by law, be kept strictly confidential.

10.4 **Tax Status.** Each Member hereby recognizes and intends that the Company will be treated as a partnership for federal and state tax purposes and will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code. No Member shall take any action or make any election which would be inconsistent with the foregoing intention.

10.5 **Tax Returns; Elections.**

10.5.1 The Tax Matters Partner shall use all reasonable efforts to cause the Company's accountants to prepare and make timely filings of all tax returns and statements (subject to available extensions) which the accountants determine must be filed on behalf of the Company with any taxing authority. Copies of such returns shall be kept at the Company's principal office or at such other place as the Manager shall determine and shall be available for inspection, upon reasonable prior written notice, by the Members or their duly authorized representatives during regular business hours.

10.5.2 With the approval of the Manager, the Company may, in consultation with the Company's attorneys or accountants make all elections required or permitted to be made by the Company under the Code or other applicable tax laws.

10.5.3 No Member shall take any action or refuse to take any action which would cause the Company to forfeit the benefits of any tax election previously made or agreed to be made by the Company.

10.6 **Tax Matters Partner.** Pursuant to Section 6231(a)(7)(A) of the Code, the Manager, or, if the Manager is no longer a Member, a Member designated by the other Members, is hereby designated as the "Tax Matters Partner" or "TMP" of the Company for all purposes of the Code and for the corresponding provisions of any state or local statute. Each of the Members hereby consents to such designation and agrees to take any such further action as may be required by the Regulations or otherwise to effectuate such designation. The TMP is authorized to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by any tax authorities, including resulting judicial and administrative proceedings, and to expend Company funds for professional services and costs associated therewith. The decisions of the TMP shall be final and binding as to all Members except to the extent that any Member files a statement not to be bound by a settlement pursuant to Code Section 6224(c)(3).

10.7 **Information to Members.** Sexton, so long as Sexton shall be the President of the Company pursuant to the Sexton Employment Agreement (or, at the Manager's discretion, Manager) shall furnish to each Member:

10.7.1 within seventy-five (75) days after the end of each calendar quarter, a compiled unaudited balance sheet as of the end of such quarter, a profit and loss statement for such quarter, and a comparison of such financial statements to the Operating Budget then in effect with an accompanying attachment explaining all significant variances to the Operating Budget;

10.7.2 within one hundred and twenty (120) days after the end of each fiscal year a balance sheet as of the end of such fiscal year, a profit and loss statement for such fiscal year, a cash flow statement for such fiscal year, each in conformity with the income tax basis of accounting and reviewed by the Company's accountants, and a statement of the balance of the Capital Account of each Member; and

10.7.3 after the end of each fiscal year, and promptly following the filing of the Company's tax return in accordance with Section 10.5, a Schedule K-1 and such other forms, if any, as shall be necessary to enable the Members to complete their personal income tax forms with respect to their ownership interest in the Company for such fiscal year.

With the approval of the Manager, the annual financial statements provided pursuant to Section 10.7.2 shall be upgraded from a review to an audit, at the expense of the Company. Any Member may, at such Member's expense, upon reasonable prior written notice, conduct an audit of the

Company's books of account and records.

ARTICLE ELEVEN

Miscellaneous

11.1 **Notice.** All notices, requests, demands and other communications hereunder shall be made in writing and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, to the Company at its principal office and to the Members at the addresses set forth on Schedule A, or (c) one (1) business day after being delivered to a reputable overnight courier service, prepaid, marked for next day delivery, to the Company at its principal office and to the Members at the addresses set forth on Schedule A. Any address may be changed by notice given to the Company and the other Members by the Member whose address for notice is to be changed. A copy of all notices to Manager and DJT Member shall be sent to (i) The Trump Organization, 725 Fifth Avenue, New York NY 10022, Attention: Jason D. Greenblatt and (ii) The Trump Organization, 725 Fifth Avenue, New York NY 10022, Attention: Allen Weisselberg.

11.2 **Entire Agreement.** All understandings and agreements heretofore made among the Members with respect to the subject matter hereof are merged in this Agreement and, subject to the last sentence of Section 3.5.4, in the case of Sexton, the Sexton Employment Agreement, which alone fully and completely expresses their agreement with respect to the subject matter hereof. There are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among the Members, other than as set forth in this Agreement, the Certificate and, subject to the last sentence of Section 3.5.4, in the case of Sexton, the Sexton Employment Agreement. All prior agreements among the Members are superseded by this Agreement, and, subject to the last sentence of Section 3.5.4, in the case of Sexton, the Sexton Employment Agreement, which integrates all promises, agreements, conditions and understandings among the Members with respect to the Company.

11.3 **Severability.** It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, to the extent that a restriction contained in this Agreement is more restrictive than permitted by the laws of any jurisdiction where this Agreement may be subject to review and interpretation, the terms of such restriction, for the purpose only of the operation of such restriction in such jurisdiction, shall be the maximum restriction allowed by the laws of such jurisdiction and such restriction shall be deemed to have been revised accordingly herein. If, notwithstanding the foregoing, any provision of this Agreement or the application thereof is held to be wholly invalid, such invalidity shall not affect any other provisions or application of this Agreement that can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are hereby declared to be severable.

11.4 **Amendment**. All amendments to this Agreement shall be in writing and shall require the approval of the Manager.

11.5 **Waiver**. No consent or waiver, express or implied, by any Member to or of any breach or default by any other Member in the performance by such other Member of its obligations hereunder shall be effective unless in writing executed by the Member charged with giving such consent or waiver. No such consent or waiver shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other Member of the same or any other obligation of such other Member hereunder.

11.6 **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signatures of any Member to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

11.7 **Binding Effect**. This Agreement shall be binding upon, and shall inure to the benefit of, the Members and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns.

11.8 **No Reliance by Third Parties**. The provisions of this Agreement are not for the benefit of any creditor or other Person other than a Member to whom any losses, debts, claims, expenses or encumbrances are owed by, or who otherwise has any claim against, the Company or any Member.

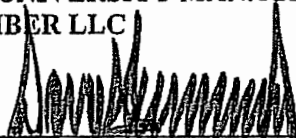
11.9 **Governing Law**. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware applicable to agreements made and to be wholly performed therein, without reference to its principles of conflict of laws.

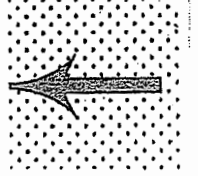
11.10 **Prohibition Against Partition**. Each Member hereby permanently waives and relinquishes any and all rights it may have to cause all or any part of the Company's property to be partitioned, it being the intention of the Members to prohibit any Member from bringing a suit for partition against the other Members.

11.11 **Pronouns**. All pronouns and any variations thereof as used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the Person or Persons may require.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

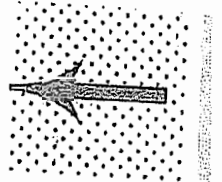
DJT UNIVERSITY MANAGING
MEMBER LLC


By: 
Donald J. Trump, President

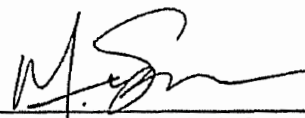


DJT UNIVERSITY MEMBER LLC

By: 
Donald J. Trump, President




JONATHAN SPITALNY


MICHAEL SEXTON

SCHEDULE A

<u>Member</u>	<u>Address</u>	<u>Membership Interest</u>	<u>Initial Capital Contributions</u>
DJT University Managing Member LLC	339 Pine Road Briarcliff Manor, NY	.1%	\$ 2,222.00
DJT University Member LLC	339 Pine Road Briarcliff Manor, NY	91.9%	\$ 1,997,778.00
Jonathan Spitalny	431 Sterling Road Harrison, NY	3.5%	\$ 0
Michael* Sexton	31 Rye Road Rye, NY	4.5%	\$ 0

* Sexton's Membership Interest shall be subject to the terms of Section 12 of the Sexton Employment Agreement and Section 8.8 of this Agreement.

Exhibit HH

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-----x
In re
TRUMP UNIVERSITY INVESTIGATION
-----x

August 15, 2012
10:25 a.m.

EXAMINATION of STEVEN MATEJEK
under oath, pursuant to subpoena held at
the offices of The New York State Attorney
General, 120 Broadway, New York, New York,
before Debbie Zaromatidis, a Shorthand
Reporter and Notary Public of the State of
New York.

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A P P E A R A N C E S :

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
ERIC T. SCHNEIDERMAN

120 Broadway
New York, New York

BY: TRISTAN SNELL, ESQ.
LAURA LEVINE, ESQ.
TANYA TRAKHT, ESQ.

SNR DENTON US LLP
Attorneys for the witness
1221 Avenue of the Americas
New York, New York 10020

BY: ARI SCHICK, ESQ.
BEN DELFINA, ESQ.
MELANIE McCAMMON, ESQ.

1 MATEJEK

2 S T E V E N M A T E J E K,
3 having first been duly sworn by a Notary
4 Public of the State of New York, was
5 examined and testified as foellows:

6 EXAMINATION BY MR. SNELL:

7 Q. Good morning, sir. Would you
8 please state and spell your name for thE
9 record.

10 A. Steven Matejek. First name
11 S-T-E-V-E-N, last name M-A-T-E-J-E-K.

12 Q. What is your home mailing
13 address?

14 A. 312 Partridge Run, Mountainside
15 New Jersey 31012.

16 Q. Have you ever given sworn
17 testimony before?

18 A. Yes. About eight years ago I
19 was deposed for -- it wasn't a Lemon Act.
20 It was a Magnum Moss warrantee deposition
21 for my Chrysler vehicle.

22 Q. Any other times?

23 A. No.

24 Q. So I am just going to go through
25 a couple of quick ground rules before we

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MATEJEK

A. Yes.

Q. How often did you have interaction with Jeff McConney?

A. At least monthly. I would transmit to him various pieces of information that would be most of our means of communication.

Q. Transmit them via e-mail?

A. Yes.

Q. And what information are you talking about?

A. 401 K data, quarterly financials, and then, you know, if they had a question here and there it would often come from Jeff.

Q. Questions about what?

A. It could be anything financially related. It was most often about 401 K or the financial reporting.

Q. What were the questions with the respect to 401 K about?

A. Just do you have the status of the latest upload file that I would have to transmit to him per e-mail. It could

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MATEJEK

be about questions about our -- our P&L or cash.

Q. P&L is profit and loss?

A. Yes.

Q. And the 401 K upload file, what was that?

A. From the payroll we would derive a very structured Excel file, convert it to CSV, which is comma separated value. I would send that to Jeff electronically, and he would upload that to the 401 K provider. I don't recall who it was, but that -- that was what that was.

Q. Was it Fidelity?

A. Yes. That sounds familiar. Yes.

Q. So the 401 Ks were all handled centrally by Trump Organization?

MR. SCHICK: Objection. That is not quite what he said, so --

A. Yes. What I was said was basically I -- from our payroll we would derive the CSV file, and I would transmit it periodically per payroll.

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MATEJEK

Q. But Trump University -- Trump Organization had basically a 401 K account set up with Fidelity?

A. That's correct.

Q. And Trump University employees got their 401 K benefits via that Trump Organization account with Fidelity?

A. Yes, out of necessity.

Q. Why necessity?

A. The 401 Ks are traded by -- governed by ERISA, so because there was 80 percent common ownership between the Trump Organization and Trump University, if we weren't allowed to participate in that, we would have been unlawfully discriminated against, so it was -- there was no choice in the matter.

Q. And that common 80 percent plus ownership was via Donald Trump?

A. Yes.

Q. Did you have -- when you were at Trump University, did you have regular interaction with Angel Lopez?

A. Towards the end he wasn't there

1 MATEJEK

2 A. I believe so.

3 Q. Thank you.

4 Okay. I would like to go back
5 to the beginning of your time at Trump
6 University and go through some of your
7 work as controller there.

8 As of your arrival, did -- had
9 Trump University received its initial
10 investments of capital?

11 A. Some of them.

12 Q. That was roughly ballpark figure
13 about how much capital had been invested
14 in Trump University at that time?

15 A. I would say roughly under 2
16 million, maybe 1.8, 1.9 million.

17 Q. And this was part of the initial
18 capital invested by Donald Trump in Trump
19 University?

20 A. Yes.

21 Q. Did Mr. Trump invest any
22 additional capital in Trump University
23 after your arrival?

24 A. Yes.

25 Q. When was that?

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A. It was sporadically as we sent a cash request.

Q. How was that cash request sent?

A. E-mail.

Q. To whom?

A. To I believe Jeff McConney.

Q. How many times did you make such a request?

A. Is a couple dozen times.

Q. From -- during what time frame?

A. From the time I started, which was the fall of '05, until about some time in '06, mid to late '06.

Q. So roughly a nine to twelve-month period there, maybe a little bit longer?

A. Maybe a little bit less than twelve.

Q. Okay. And when these requests were sent to Mr. McConney, how much money was being requested?

A. At times it could have been, you know, 50, you know, 20, 30 -- 20 to 50,000 dollars per request.

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MATEJEK

A. That I am honestly not sure about. I, you know --

Q. So you have no knowledge about those limited liability companies?

A. No.

Q. So after your arrival, what bank accounts did Trump University have?

A. There were three business checking accounts. One was designated for check writing to pay vendors. There was another account that was designated for payroll. So the payroll company Admin Staff would sweep the money out of there, and then there was another checking account that was dedicated to receiving credit card deposits.

Q. Receiving credit card deposits from whom?

A. From students, customers, whatever you want to call them.

Q. And where were those accounts held?

A. Chase. Chase Bank.

Q. And who had signatory authority

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MATEJEK

over those accounts?

A. Allen Weisselberg, Donald Trump, and those are -- those are the only two I am sure about. The banking was changed and at some point later I know. During that change it was Allen, Donald, Ivanka, Don, Jr., possibly Eric Trump.

Q. And for the record, Ivanka, Don, Jr., and Eric Trump refer to -- those are all children of Donald Trump, correct?

A. Yes.

Q. Did you have signatory authority over the accounts at any time?

A. No.

Q. Did Mr. Sexton have signatory authority over the accounts at any time?

A. No.

Q. Did anyone at Trump University have signatory authority over those accounts?

A. No.

Q. Now, you referred to that one account as sort of being a credit card account, so that was more to receive money

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MATEJEK

Q. Were you involved at all in the decision to terminate them?

A. No.

Q. Was Mr. Sexton involved in the decision to terminate them?

A. No.

Q. Did Trump University open any new bank accounts during your time there?

A. Yes. There was replacement accounts that just kind of -- that just mirrored what was with Chase. It was moved over to Capital One.

Q. Who opened those accounts with Capital One?

A. That was done by the Trump Organization. I don't know.

Q. Pardon? I didn't --

A. I don't know who exactly would have done that.

Q. Okay. Do you know who made the decision to move the accounts from Chase to Capital One?

A. I do not.

Q. Did the same individuals that

1 MATEJEK

2 had signatory authority over the Chase
3 accounts have signatory authority over the
4 Capital One accounts?

5 A. I never saw the signature
6 accounts for Chase, so I can't say for
7 certain, but I did see the signature cards
8 for the new Capital One accounts, which
9 was who I mentioned before, which was
10 Allen, Donald, I believe Don, Jr., Trump,
11 Ivanka Trump, and possibly Eric Trump.

12 MR. SNELL: Mark this as
13 Exhibit 2.

14 (Exhibit 2 marked for
15 identification.)

16 Q. Mr. Matejek, you are being
17 handed Exhibit 2.

18 (Document handed to witness.)

19 Q. This is a three-page document
20 beginning with Bates number 232837.

21 A. Uh-huh.

22 Q. Do you recognize this document?

23 A. It looks familiar, yes.

24 Q. This is e-mail correspondence
25 between you and a number of other

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MATEJEK

individuals including Jeff McConney; is that right?

A. Yes.

Q. The top most recent in time e-mail, the e-mail is to Donna Kidder. Who is Donna Kidder?

A. She was one of the individuals -- I was trying to recall her name before. She and Angel worked together once Stella Lang left. She was one of those individuals that came on board.

Q. Came on board to Trump Organization?

A. Yes.

Q. As an accountant or in the --

A. In the accounting department, yes.

Q. In the accounting department. Okay.

So going back in time to the bottom e-mail on the second page there that is an e-mail from Donna Kidder to you CC 'ing Mr. McConney and Mr. Lopez "Subject capital accounts," are these the

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MATEJEK

Capital One accounts that you were referring to just a minute ago?

A. Yes, and here are all the signatories that I mentioned before.

Q. The signatories are there indicated by the initials?

A. Yes.

Q. So just to -- it looks like they are all the same; is that correct?

A. Yes. It appears that they are.

Q. That first one there, it reads Trump University LLC operating account. DJT is that -- does that refer to Donald Trump?

A. Yes.

Q. AW is Allen Weisselberg?

A. Yes.

Q. DTJ junior is Donald Trump, Jr.?

A. Yes.

Q. And IT is Ivanka Trump?

A. Yes.

Q. And ET is Eric Trump?

A. Yes.

Q. And the numbers, that is just

1 MATEJEK

2 the account number?

3 A. Yes.

4 Q. Did you have any power to open
5 new accounts?

6 A. No.

7 Q. If you wanted a change made to
8 an account, what did you need to do?

9 A. I am sorry?

10 Q. If you -- was there ever a point
11 where you wanted to make a change to any
12 of the accounts?

13 A. A change such as?

14 Q. Well, opening a new account.
15 Was there ever a point where you wanted to
16 open a new account?

17 A. I think at one point someone
18 suggested it. It could even have been me
19 that we open a fourth account to just earn
20 interest because these other three
21 accounts are noninterest bearing. So I
22 don't know if it was -- I kind of think
23 Jeff or I initially suggested it.

24 MR. SNELL: Exhibit 3.

25 (Exhibit 3 marked for

1 MATEJEK

2 identification.)

3 (Document handed to witness.)

4 Q. You have been handed Exhibit 3,
5 a two-page document beginning with Bates
6 number 231530.

7 A. Uh-huh.

8 Q. Is this -- do you recognize this
9 document?

10 A. Yes.

11 Q. And these are e-mails between
12 you and Mr. McConney among others?

13 A. Yes.

14 Q. And does this refresh your
15 recollection as to your request to open up
16 an interest bearing money market account
17 for Trump University?

18 A. Yes, the request was just
19 through Jeff. Yes.

20 Q. So it was Mr. McConney who
21 needed to be the one to actually contact
22 Capital One and give them the
23 authorization to open an account?

24 A. Yes.

25 Q. So how were -- how were checks

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MATEJEK

handled by you at Trump University? When you needed to pay a vendor, for example, how did that process go?

A. The invoice would come in. The mail would get opened. Whoever was responsible for that vendor or invoice, the invoice would go to that manager for approval. The approval would come back to the accounting department. When the -- when the payment was due a check was cut. The approved invoices were attached to the checks, sent up to the Trump Organization, and they had to get signed and with -- usually within a matter of days they would come back signed, and then the checks would get mailed out to the vendors.

Q. Who signed the checks?

A. Allen Weisselberg.

Q. Was he generally also the one that approved the payment of the checks?

A. His signature on the check was --

MR. SCHICK: No, he is asking

1 MATEJEK

2 the approval of the invoice, who approved
3 that?

4 A. No. Like I said before, that
5 was the managers who were responsible for
6 those expenses would approve the invoices.

7 Q. But effectively there were a
8 number of approvals that were required for
9 a check to actually go out the door; is
10 that correct?

11 A. That's right.

12 Q. And it started with the manager,
13 whoever as part of the business at Trump
14 University the invoice pertained to; is
15 that correct?

16 A. Yes.

17 Q. And then it would go to you, and
18 you referring to the accounting department
19 of Trump University, that was your office?

20 A. That was my office.

21 Q. How many people did you
22 supervise?

23 A. Two.

24 Q. And was that true sort of
25 throughout most of the time period up

1 MATEJEK

2 until 2010?

3 A. For most of the time, yes. When
4 I started, it was just me and the
5 accounting department. About a year, a
6 year and a half later I hired one
7 individual, and then within a year after
8 that a second individual was hired, and
9 they were on board pretty much until
10 through most of 2010.

11 Q. Who were those individuals?

12 A. The first one hired her name was
13 Lily Hernandez, and the second one that
14 was hired her name was Marcia Betances.

15 Q. So once you would do that
16 approval, you would actually be the one to
17 cut the check?

18 A. No, that was either Lily or
19 Marcia would facilitate the printing. The
20 attaching of the approved invoices to the
21 check, printing up a lead sheet that
22 detailed the batch, they would facilitate
23 all that.

24 Q. And once you had that batch of
25 unsigned checks and approved invoices what

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happened to that batch? How did it get to Mr. Weisselberg?

A. Michael Sexton and I would sit down, review the whole batch. He would put his -- he would put his initials on each check, and then it would go up to Trump organize for signature.

Q. And were those physically delivered to Trump University?

A. Yes.

Q. Or -- pardon me. To Trump Organization.

A. Yes.

Q. And that was at the Trump Organization office at 725 Fifth Avenue?

A. Yes.

Q. And that is where Mr. Wise Weiselberg's office was?

A. Yes.

Q. Did Trump Organization ever challenge any of these check requests from Trump University?

A. No, I can only think of one exception to that. I -- a check for a

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MR. SNELL: Exhibit 8.

(Exhibit 8 marked for identification.)

(Document handed to witness).

Q. Mr. Matejek, this is Exhibit 8, two e-mails with attachments, four consecutive pages beginning with 232304.

Do you recognize this?

A. Yes, this is what I described about requests that had gone to Eric.

Q. And who was Mr. Sacher?

A. Eric Sacher was part of the accounting group at Trump Org.

Q. And these two e-mails also went to Mr. McConney; is that correct?

MR. SCHICK: So it reflects. It looks like it is also on the to line. That is what it looks like.

A. Okay. I would -- yes, that's correct.

Q. And actually while we are looking at the top part of the e-mail there, did you -- did you have an e-mail account at Trump Org dot com as well as at

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Trump University dot com?

A. I think technically, yes. It was just kind of an alias that no one used. Our e-mails were hosted on their server, so I think yes, but it is not something -- I don't recall using it.

Q. Your e-mails were hosted on the Trump Organization server?

A. Correct.

Q. So that explains in part what you were talking about with alias. It explains in part here at the top of the document where, which it beyond my level of technical capability, but the from line there it says Steven Matejek, but then it refers to Trump Organize there.

A. Okay.

Q. To the best of your knowledge, is that -- would that explain why that designation is there similar in the way that it is to Mr. Sacher and Mr. McConney?

A. My technical knowledge is also lacking. I can't explain that.

Q. But looking at the attachments

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(Exhibit 10 marked for
identification.)

(Document handed to witness.)

Q. Mr. Matejek, you have been
handed Exhibit 10, a one-page document
230480. There are two e-mails here. Do
you recognize this document?

A. I don't recall this specific
e-mail, but it is a lot of years ago.

Q. Does this refresh your
recollection regarding when you received
the ability to transfer money between
Trump University accounts?

A. It seems about the right time
period.

Q. And this was here at the very
end of December in 2006?

A. Yes.

MR. SCHICK: The 28th as the
e-mail refers?

THE WITNESS: Yes.

Q. And Mr. McConney's response back
to you says, "Great but Do Not," do not in
capital letters, "Make the 401 K

1 MATEJEK

2 insurance coverage.

3 Q. What were -- were those the only
4 policies that Trump University had
5 coverage under or were there others?

6 A. General liability, workmen's
7 comp, automobile insurance. Those are the
8 only ones that come to mind right now.

9 Q. Was there a -- was there a
10 directors and officers liability coverage?

11 A. I am not -- I believe so. There
12 was something called an employer's
13 liability coverage.

14 Q. Was that a separate policy or
15 was that included under the general
16 liability or under a different policy? How
17 was that handled?

18 A. Well, we got our insurance from
19 two places. One was a -- Admin Staff.
20 They provided workmen's coverage and
21 employee related insurance. The other
22 source was from -- there was an umbrella
23 policy that the Trump Organization had.
24 The employee -- the automobile insurance
25 was through the broker that we had a

1 MATEJEK

2 connection through through the Trump
3 Organization. Yes.

4 Q. And who was that broker?

5 A. I forget her name. I don't
6 recall the name of the insurance company.
7 I am sure it is in e-mail correspondence.

8 Q. Was it Aon?

9 A. Yes.

10 Q. Were they the company?

11 A. Yes, that was.

12 MR. SNELL: We will enter this
13 as exhibits 11.

14 (Exhibit 11 marked for
15 identification.)

16 (Document handed to witness.)

17 Q. You have been handed Exhibit 11,
18 a one-page document 230070. These are
19 some e-mails between you and a Stephanie
20 Lenig. Who is Stephanie Lenig?

21 A. She is the payroll slash HR
22 person at Trump org.

23 Q. So was she one of your contacts
24 with regard to insurance issues?

25 A. Yes.

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Q. And does this refresh your recollection as to the person who was your broker at Aon for the policies that you referred to?

A. Yes, there was a -- yes, it does. There is Stephanie, and there was one other woman with Aon that I had dealt with.

Q. And was Aon the entity to which --

MR. SNELL: Withdrawn.

Q. How were payments handled for those policies, like the automobile policy, for example?

A. There was a couple of different ways that was handled. In some instances it was paid directly to, you know, either the insurance company or the broker or it was reimbursed to Trump org.

Q. What do you mean by reimbursed to Trump org?

A. They had a -- an umbrella policy for general liability I believe, and I believe it was rebilled to Trump

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University.

Q. So they would -- they would pay the premium, and you would -- Trump University would reimburse Trump Organization for part of that premium -- for the part of that premium that was prorated for Trump University?

A. I don't really recall if we paid them directly or it was rebilled in all these circumstances. You know, these are just a couple of transactions out of many thousands.

Q. Did Trump University ever submit a claim or notice of claim on any insurance policies?

A. Yes.

Q. Do you recall the circumstances of that?

A. I recall one in about 2006 where at an event someone had tripped over some Trump University equipment. The employee's name who was primarily involved in that was -- I believe his first name was Peter. I don't recall his last name,

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and it was -- so was there an actual claim? By the time I left I -- I am thinking about it deeper. I am not sure if an actual claim was made, but there was communications with the insurance company about the situation. I think the person who tripped was trying to get some money.

Q. And how did the communications with the insurance company work?

A. My communication was with the Trump Organization either through Stephanie or another gentlemen up there named Nathan Nelson.

Q. And then they communicated with Aon or with --

A. Aon or whoever else was the insurance company.

Q. Did you ever submit any documentation regarding that incident?

A. Yes, I believe this individual named Peter had kind of through -- some type of narrative to the best of his recollection described what happened just to kind of get it on paper and produce it

1 MATEJEK

2 to I think it is ultimately the insurance
3 company.

4 Q. And you forwarded that on to
5 Stephanie or Nathan?

6 A. You know, it was '06. I don't
7 recall.

8 Q. Did Trump University ever
9 receive any payments from any insurance
10 companies for any claims, notice of
11 claims, incidents, settlements, anything
12 of that nature?

13 A. Payments to Trump University?

14 Q. Yes.

15 A. So Trump University would have
16 made a claim and then gotten paid for it.
17 I don't recall.

18 Q. And besides this one incident
19 that you've been speaking of with
20 the -- someone allegedly tripping at a --

21 A. Yes.

22 Q. -- an event in 2006, are there
23 any other incidents that were insurance
24 related that you can think of?

25 A. Yes. I just recalled another

1 MATEJEK

2 conjunction kind of painted a bigger
3 picture of, you know, what the needs were.

4 Q. So who would make the decision
5 or who would be involved in the decision
6 to issue a distribution besides yourself?

7 A. Sexton.

8 Q. And when those distributions
9 were made or when the decision to make a
10 distribution was made, how was that done?

11 A. A schedule would be put together
12 just showing how much cash was being
13 distributed, allocated to the partners or
14 members rather according to the
15 percentages, and checks would be cut
16 accordingly. So those supporting
17 schedules would be attached to the checks,
18 sent up to Trump Org just like any other
19 check, get signed off. It would come back
20 and be distributed to the members.

21 Q. And the check to -- check or
22 checks to Donald Trump, to whom were those
23 checks made out?

24 A. To Donald J. Trump.

25 Q. Did you ever issue a check from

1 MATEJEK

2 Trump University to either Trump
3 University Member LLC or Trump University
4 Managing Member LLC?

5 A. Not that I recall.

6 Q. Was there ever any instance in
7 which Trump University transferred money
8 to a -- to Trump Organization or to
9 another Trump Organization entity?

10 A. Like a wire transfer from Trump
11 University to a Trump Organization entity.
12 I -- I don't recall any. That was
13 generally done with checks. I
14 just -- none come to mind.

15 Q. Did Trump University issue any
16 checks to Trump Organization?

17 A. Yes. There was a couple of
18 small rebilled things. I recall there was
19 a -- this is more along the lines of
20 technology, which I am not too familiar
21 with, but it had to do with Blackberry
22 licenses. Apparently you need -- you need
23 a license to connect the Blackberry to the
24 e-mail server. So that would be rebilled.
25 A check would be cut to the Trump

1 MATEJEK

2 Organization, and I -- I don't recall an
3 instance -- possibly an insurance
4 reimbursement, but I don't recall that
5 specifically.

6 Q. And the rebilled to Trump
7 Organization for the Blackberry licenses,
8 is that because the Blackberry licenses
9 were handled centrally by Trump
10 Organization for all Trump-related
11 entities?

12 A. I don't know about all
13 Trump-related entities. I just know that
14 that is how it was handled for Trump
15 University.

16 Q. So Trump University didn't have
17 to deal with those Blackberry licenses
18 separately?

19 A. Correct.

20 Q. Trump University was -- had its
21 offices at 40 Wall Street, correct?

22 A. Yes.

23 Q. And it paid rent to 40 Wall
24 Street LLC?

25 A. Yes.

1 MATEJEK

2 Q. Was there ever a point that
3 Trump University was delinquent on its
4 rent?

5 A. Yes.

6 A. At what point?

7 A. Later on towards the time frame
8 I would say 2010, maybe going into late
9 2009.

10 Q. Was it continuously delinquent
11 from then on or did make it back up?

12 A. Once it became delinquent it
13 pretty much stayed in that situation.

14 Q. So how was that handled? Were
15 there any -- how was that handled when
16 Trump University became delinquent on its
17 rent?

18 A. In terms of?

19 Q. What communications, if any, did
20 you receive from 40 Wall Street LLC?

21 A. We received e-mails. I probably
22 received e-mails from Jeff McConney
23 to -- asking about the rent payments.

24 Q. Was Jeff McConney an employee of
25 40 Wall Street LLC?

1 MATEJEK

2 MR. SCHICK: If you know.

3 THE WITNESS: I am sorry.

4 MR. SCHICK: If you know.

5 A. I don't know.

6 Q. And the e-mails said basically
7 what?

8 A. You know, what is the status of
9 the ren.

10 Q. What happened after that?

11 A. I think initially the rent got
12 paid on a -- on a -- kind of a slow rate,
13 and then eventually the rent payments
14 stopped all together.

15 Q. And there was some sort
16 of -- was there some sort of communication
17 with Trump Organization regarding the
18 permissibility of this arrangement? What
19 did that -- how was this officially
20 handled in terms of no longer paying the
21 rent?

22 MR. SCHICK: Objection.

23 Q. You can answer if you can.

24 A. At some point Allen through a
25 conversation -- I don't recall an e-mail

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to this. I think it was a conversation that Sexton and I had. He said basically you guys can, you know, not pay the rent any longer.

Q. That was an in-person conversation?

A. Yes.

Q. Around when was that? Do you recall?

A. Spring of 2010.

Q. And was that at Mr. Weisselberg's office?

A. Yes.

Q. Was this understanding ever reduced to writing?

A. I don't believe so.

Q. When Trump University did pay rent, did that also include utilities?

A. The utilities was included in a check, but it was in addition to the rent. So they would send over the rent invoice, and that would include the variable utility amounts.

Q. That would be paid to 40 Wall?

1 MATEJEK

2 some computers behind, and Trump
3 University was allowed to use those.

4 Q. Do you remember what tenant that
5 was?

6 A. Yes. It was Trump Mortgage.

7 Q. Is that still a going concern?

8 A. I don't know.

9 Q. But they were also a tenant at
10 40 Wall Street?

11 A. Yes.

12 Q. Do you remember roughly when it
13 was that they left?

14 A. '07, '08.

15 Q. How was it communicated to Trump
16 University that you could have those
17 computers?

18 A. Via e-mail I believe from Jeff.

19 Q. Did Trump University have an IT
20 department?

21 A. No.

22 Q. How was IT handled?

23 A. There was a gentlemen at the
24 Trump Organization, a couple of gentlemen.
25 They have an IT department, and it was a

1 MATEJEK

2 somewhat shared service. I only recall
3 one -- one of the gentlemen's name right
4 now. Jay Cho, when we had a problem you
5 could give him a call or an e-mail.
6 Eventually they came up with a ticketing
7 system, and one of those two individuals
8 would help us out with general computing
9 issues. If it had something to do with
10 the phones or Internet access, that would
11 be a Cypress issue.

12 Q. How did Trump University handle
13 shipping expenses?

14 A. How did Trump University handle
15 shipping expenses?

16 Q. Yes.

17 A. We had a -- we had a UPS
18 account, probably a Fed Ex account at some
19 point, too. So that -- and they would
20 just -- they were paid the -- those
21 vendors were just paid directly.

22 Q. Did Trump University have
23 separate accounts for Fed Ex and UPS apart
24 from Trump Organization?

25 A. Yes.

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Do you know what that refers to?

A. I think this was for an annual -- for the annual fees.

Q. Fees to Weiser LP?

A. Yes.

Q. So the agreed upon amount was agreed upon with Trump Organization and thus with Mr. McConney?

A. Yes.

Q. So when you prepared the quarterly and annual reports for Trump University, who received copies of those reports once they were finalized?

A. It was Sexton, Trump org, and Weiser.

Q. Who at Trump Org?

A. Jeff.

Q. Would Donald Trump ever receive copies of these annual or quarterly reports?

A. I don't know.

Q. Do you know if Mr. Spitalny ever received copies of these annual or quarterly reports?

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A. I don't know.

Q. Other than Mr. McConney, did you send these annual or quarterly reports to anybody else at Trump Organization?

A. I am sure at some point I was sending some to Allen.

Q. Was it required that you send these reports to Trump Organization?

A. Yes, it was pretty specific in the management agreement that quarterly reports were required.

Q. What is the management agreement that you are talking about?

A. There is a -- there is some LLC management agreement that specifies that these quarterly reports are -- are required?

A. To be sent to Trump -- to be sent to Trump Organization.

A. I don't remember the exact wording, but it -- it required Trump University to produce quarterly financials and pass these along, and I passed them along to Trump org. I just don't recall

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the exact wording of the agreement.

Q. The management agreement, who were the parties to that?

A. I believe it was Sexton and --

MR. SCHICK: Are we referring to the operating agreement, the LLC?

A. The operating agreement, management agreement, probably --

MR. SCHICK: I think it is the document that Mel marked at the last deposition. I don't know if you have the exhibits from the prior deposition here, but there was an operating agreement I believe referred to and marked which might shed light on this.

A. So I -- I know it referred to Sexton. I don't know if it was with Sexton and Trump org or Sexton and Trump. I don't remember.

Q. But your understanding of it was that the agreement required you to send those reports to Trump Organization?

MR. SCHICK: Objection. He didn't say that.

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four pages of this transcript, but that is okay.

Q. When did you send these reports, the quarter ends -- how soon afterwards did you send it to Trump Organization?

A. Generally within a couple of weeks.

Q. And did that happen every quarter that you were at Trump University?

A. I believe so. I am sure that there were some instances that it just took longer for different circumstances.

Q. But at some point every quarter that you were at Trump University you sent a quarterly report to Trump Organization?

A. I -- I believe so. I -- I don't recall missing a quarter. It is possible.

Q. Now, other than the quarterly and annual reports that you, did you prepare any other financial reports regarding Trump University's finances?

A. Yes. Those requests for cash transfers would fall under that broad category . I think the 401 K stuff relates

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to financial activity particularly towards the end. I was creating P&Ls on a per event basis and sending those.

Q. Sending those where?

A. To Trump Org.

Q. So per event about how frequently would that have been?

A. Well, it was multiple events during the week, and I was at one point setting those up with a frequency of about once a week.

Q. Starting about when?

A. Spring 2010.

MR. SNELL: Mark this exhibit 13.

(Exhibit 13 marked for identification.)

(Document handed to witness.)

Q. This is Exhibit 13. It is an e-mail with I believe it is an eight-page attachment that begins at Bates number 231569 through 231578. I'll give you a moment to look this over.

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couple more wrap up questions afterwards.

MR. SCHICK: We will wait here.

MR. SNELL: That is fine. We will step out.

MR. SCHICK: Sure.

(Recess taken.)

MR. SNELL: Just a couple quick questions.

Q. We are back on the record.

You mentioned that there were some more frequent reports that you created starting in spring 2010. What were the circumstances of the creation of those reports?

A. Just to get a more granular look into the profit and loss of individual events, kind of accumulated on a weekly basis.

Q. And who made the decision to start generating those reports?

A. It was probably Allen.

Q. And this was at the point when -- some of the events that you referred to, were these some of the Expo

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events among other things or what -- was it also some of the preview and then three-day seminar events that Trump University had been holding prior to 2010?

A. I am really not too clear on what is an Expo versus, you know, whatever, whatever else it was being called, but it was basically an event, so I would just report on whatever the event was.

MR. SNELL: I think that is all I've got. Thanks.

(Time noted: 1:15 p.m.)

STEVEN MATEJEK

Subscribed and sworn to before me
this day of , 2012