

Pursuant to the order entered June 3, 2013 (the "Receiver Order") attached hereto as Exhibit SoFA 6(b), Black Creek Consulting, Ltd. (the "Receiver") was appointed by this Court to take immediate possession, custody and control of the assets of the Debtor to protect and preserve the value of its assets. Since the entry of the Receiver Order, the Receiver has been working diligently. Unfortunately, either (a) the Receiver is not in possession of all books and records and/or (b) the Debtor's books and records were not maintained by it and its professionals in a customary business manner. Accordingly, the completion of the attached Schedules and Statement of Financial Affairs (the "Statements and Schedules") is not in the desired format that the Receiver and the Debtor's professionals would have liked. Furthermore, the responses provided are based on information gathered to date. The Receiver cannot attest to the veracity of the actual information but can attest that the information is as found in the Debtor's books and records, in the Receiver's file and/or after due investigation and diligence. Further, the Receiver has exercised its best efforts in preparation of the Statements and Schedules to ensure accuracy and completeness based upon information available to the Receiver at the time of preparation. The Statements and Schedules have been signed by Mr. Michael L. Schuett, a principal of the Receiver. In reviewing and signing the Statements and Schedules, Mr. Schuett has relied upon information currently available to him and has not personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed and or paid to creditors or others and their addresses. Accordingly, no statement provided herein shall be an admission of fact by the Debtor and/or the Receiver, and the Receiver expressly reserves the right to amend as appropriate.

To the extent the attached Schedules and Statement of Financial Affairs contain any material mistake, misstatement and/or inaccuracy, the Debtor, by the Receiver, will amend and/or supplement upon discovery of said mistake, misstatement or inaccuracy.

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
Eastern District of Virginia

In re **Grand Centreville, LLC**,
 Debtor

Case No. **13-13590**Chapter **11**

SUMMARY OF SCHEDULES

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

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	39,000,000.00		
B - Personal Property	Yes	3	1,550,045.74		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		24,454,924.53	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		1,792,677.47	
G - Executory Contracts and Unexpired Leases	Yes	6			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			0.00
J - Current Expenditures of Individual Debtor(s)	Yes	1			0.00
Total Number of Sheets of ALL Schedules		19			
Total Assets			40,550,045.74		
Total Liabilities				26,247,602.00	

United States Bankruptcy Court
Eastern District of Virginia

In re Grand Centreville, LLC,
 Debtor

Case No. 13-13590

Chapter 11

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

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

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

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

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

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

State the following:

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

State the following:

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

B6A (Official Form 6A) (12/07)

In re **Grand Centreville, LLC**

Case No. **13-13590**

Debtor

SCHEDULE A - REAL PROPERTY

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

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

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

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
170,000 sq. ft. Shopping Center Lee Highway and Braddock Road, Centreville, VA		-	39,000,000.00	24,454,924.53

Value listed is an estimate (currently being appraised).

Sub-Total > **39,000,000.00** (Total of this page)

Total > **39,000,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re **Grand Centreville, LLC**Case No. **13-13590**

Debtor

SCHEDULE B - PERSONAL PROPERTY

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

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

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

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Monument Bank Checking account ending 6344	-	0.00
		Monument Bank Checking account ending 8024	-	160,679.97
		ICS Accounts account ending 8024	-	1,099,199.77
		* See Exhibit B Attached Hereto		
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > **1,259,879.74**
(Total of this page)

2 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Grand Centreville, LLC**Case No. **13-13590**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Residual of Unperformed Contract (value is an estimate)	-	60,000.00

Sub-Total > **60,000.00**
(Total of this page)

Sheet 1 of 2 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Grand Centreville, LLC**

Case No. **13-13590**

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	As listed on 12/31/2011 Balance Sheet (actual value unknown)		-	230,166.00
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			

Sub-Total > **230,166.00**
(Total of this page)
Total > **1,550,045.74**

(Report also on Summary of Schedules)

Sheet **2** of **2** continuation sheets attached to the Schedule of Personal Property

B6C (Official Form 6C) (4/13)

In re **Grand Centreville, LLC**

Case No. **13-13590**

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

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

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

☐ Check if debtor claims a homestead exemption that exceeds
\$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter
with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
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NONE. - Not Applicable

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

In re **Grand Centreville, LLC**Case No. **13-13590**

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

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

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

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

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

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

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

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.								
LNR Partners, LLC c/o William C. Crenshaw, Esq. 750 9th St. N.W., Ste 750 Washington, DC 20001		-	* Notice Purposes Counsel for LNR Partners, LLC					
			Value \$ 0.00				0.00	0.00
Account No.								
LNR Partners, LLC Attn: Joyce Figueroa 1601 Washington Ave, Ste 700 Miami Beach, FL 33139-3164		-	*Notice Purposes Special Servicer for Loan					
			Value \$ 0.00				0.00	0.00
Account No.								
Wells Fargo Bank, N.A. c/o Midland Loan Services Inc. 10851 Mastin, Ste. 300 Overland Park, KS 66210	X	-	As listed on Schedule A					
			Value \$ 39,000,000.00				24,454,924.53	0.00
Account No.								
			Value \$					
Subtotal (Total of this page)							24,454,924.53	0.00
Total (Report on Summary of Schedules)							24,454,924.53	0.00

0 continuation sheets attached

In re **Grand Centreville, LLC**Case No. **13-13590**

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

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

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

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

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

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

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

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

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

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

☐ **Extensions of credit in an involuntary case**

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

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475* 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 \$6,150* 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 \$2,775* 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).

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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

In re **Grand Centreville, LLC**Case No. **13-13590**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

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

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

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

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

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

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. Black Creek Consulting Ltd. PO Box 422 Crownsville, MD 21032		-					19,350.00
Account No. 13175943 Cropp Metcalfe 8421 Hilltop Road Fairfax, VA 22031		-	7/16/2013				468.75
Account No. Deoudes-Magafan Realty 7910 Woodmount Ave Bethesda, MD 20814		-	Management Fee				3,175.19
Account No. Dominion Virginia Power PO Box 26543 Richmond, VA 23290		-	July/Aug 2013 Power				2,612.41
Subtotal (Total of this page)							25,606.35

2 continuation sheets attached

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

In re **Grand Centreville, LLC**

Case No. **13-13590**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 0000303085906		08/06/2013				14,715.28
Fairfax Water PO Box 71076 Charlotte, NC 28272-1076	-					
Account No. 0000303087050		08/06/2013				15,552.52
Fairfax Water PO Box 71076 Charlotte, NC 28272-1076	-					
Account No.		Parking Lot Cleaning - Bulk Trash				1,545.00
Gettier Commercial 15 Douglas Court, Suite 1 Sterling, VA 20166	-					
Account No.		Fire Alarm Service				572.00
Guardian Fire Protection 7668 Standish Place Derwood, MD 20855	-					
Account No.		Legal Services				9,674.04
Liz Walther 105 North Main Street Suite 241F Culpeper, VA 22701	-					
Sheet no. <u>1</u> of <u>2</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 42,058.84

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

In re Grand Centreville, LLC Case No. 13-13590
Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. Raymond Yancey Trustee of Kang Estate 1412 Colville Court Saint Augustine, FL 32095	-					1,635,091.22
Account No. RC&CC, LLC PO Box 1462 Herndon, VA 20172	-	Sign Repair				90.00
Account No. ShenCorp PO Box 2218 Harrisonburg, VA 22801	-	Roof Repair				451.27
Account No. Offit Kurman Thomas Repczynski, Esq. 8000 Tower Crescent Drive Suite 1450 Tysons Corner, VA 22182	-	Legal Services			X	89,000.00
Account No. Verizon PO Box 660720 Dallas, TX 75266-0720	-	Utilities				379.79
Sheet no. <u>2</u> of <u>2</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 1,725,012.28
(Report on Summary of Schedules)						Total 1,792,677.47

In re **Grand Centreville, LLC**

Case No. **13-13590**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES*

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

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

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
AEE Corporation Centreville Brite Cleaners 13840-A Braddock Rd Centreville, VA 20121	Retail Lease
Amazing Nails Thoi Dang 13860-C Braddock Rd Centreville, VA 20121	Retail Lease
Amore Cosmetics Ji Eun Kim 13826-A Braddock Rd Centreville, VA 20121	Retail Lease
AT&T Wireless Aekyung Kim 13834 Braddock Rd., Ste. 600 Centreville, VA 20121	Retail Lease
AT&T Wireless Power Sky Mobile, LLC 14637 Lee Hwy, Ste 109 Centreville, VA 20121	Retail Lease
Centreville Chiropractor Matthew Shin 13860-E Braddock Rd Centreville, VA 20121	Retail Lease
CheogaJip Chicken 13814-C Braddock Rd Centreville, VA 20121	Retail Lease
Clifton Centreville Animal Dr. Bruce Netchert 13822-A Braddock Rd Centreville, VA 20121	Retail Lease
Colonel's Limited, LLC C/O Papa John's USA, Inc. P.O.Box 99900 Louisville, KY 40269-0900	Retail Lease
Deoudes-Magafan Realty 7910 Woodmount Ave Bethesda, MD 20814	Management Contract

*Out of an abundance of caution, the Receiver has listed all contracts/leases located and the inclusion on this list shall not be an admission that the same is an executory contract.

5 continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

In re **Grand Centreville, LLC**

Case No. **13-13590**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS* AND UNEXPIRED LEASES*
(Continuation Sheet)

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.
Diamond Mountain Inc. Young Jon 13860-B Braddock Rd Centreville, VA 20121	Retail Lease
Dinner Done Robert Nasser 13860-D Braddock Rd Centreville, VA 20121	Retail Lease
Dong Kook Han Lucy Hair Salon 13840-B Braddock Rd Centreville, VA 20121	Retail Lease
Dragon Fly Bistro 13840- FGH Braddock Rd Centreville, VA 20121	Retail Lease
Dragon Fly Bistro c/o PTC Metro Settlement, Inc. 7700 Leesburg Pike, Ste 155 Falls Church, VA 22043	Retail Lease
Elizabeth Cosmetics Elizabeth Sook Bae 13834 Braddock Rd., Ste 300B Centreville, VA 20121	Retail Lease
Elizabeth Cosmetics Elizabeth Sook Bae 5503 Coreopsis Court Centreville, VA 20120	Retail Lease
Glory Days Grill 13850-A Braddock Rd Centreville, VA 20121	Retail Lease
Glory Days Grill Centreville Beth Rydzewski 9426 Stewartown Rd, Ste 2E Gaithersburg, MD 20879	Retail Lease
H Mart 13818 Braddock Road Centreville, VA 20121	Retail Lease (Add-on) XXXXXX
Ha Sok Kang Centreville Gom Tang-E, Inc. 13840-E Braddock Rd Centreville, VA 20121	Retail Lease

In re **Grand Centreville, LLC**

Case No. **13-13590**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS*AND UNEXPIRED LEASES*
(Continuation Sheet)

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.
Hair Sketch c/o Hyung Hwan Lee 13810-C Braddock Road Centreville, VA 20121	Retail Lease
HMart 13818 Braddock Road Centreville, VA 20121	Retail Lease
Home and Home Coco Houseware VA LLC 13836 Braddock Rd. Centreville, VA 20121	Retail Lease
Honey Pig 13818 Braddock Road Centreville, VA 20121	Shed Rental
IHOP 13810-E Braddock Road Centreville, VA 20121	Retail Lease
International Realty Attn: Sarah Erlich 4041 University Dr, Ste 200 Fairfax, VA 22030-3410	Retail Lease
Jang Won Restaurant, Inc. Christopher M. Choi 13814-A Braddock Road Centreville, VA 20121	Retail Lease
Korean Ginseng Seung Hyun Kim 13822-C Braddock Rd Centreville, VA 20121	Retail Lease
Korean Ginseng Seung Hyun Kim 5499 Coreopsis Court Centreville, VA 20120	Retail Lease
Las Tres Regiones Carlos Armando Ore Jimenez 13840-D Braddock Rd Centreville, VA 20121	Retail Lease
Little Italy Deli Robert Evans 13850-E Braddock Rd Centreville, VA 20121	Retail Lease

In re **Grand Centreville, LLC**

Case No. **13-13590**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES *
(Continuation Sheet)

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.
Lu Lu Karaoke & Bar, Inc. Seok Hyun Lee 13838 Braddock Rd Centreville, VA 20121	Retail Lease
Nara Adhikari Dairy Queen of Centreville 13840-C Braddock Rd Centreville, VA 20121	Retail Lease
Pacific Realty Kevin Han 13834 Braddock Rd., Ste 200 Centreville, VA 20121	Retail Lease
Papa John's Pizza 13826-E Braddock Rd Centreville, VA 20121	Retail Lease
Plaza Laundry Seng Kyoo Park 13826-H Braddock Rd Centreville, VA 20121	Retail Lease
Prosperity Construction Group 14700 Flint Lee Road Suite E Chantilly, VA 20151	Construction Contract
Red Rocks Cafe Robert Evans 13850-F Braddock Rd Centreville, VA 20121	Retail Lease
Rice & Noodle Woo Sung Lee 13826-B Braddock Rd Centreville, VA 20121	Retail Lease
Rice & Noodle Woo Sung Lee 5106 Travis Edward Way, Apt L Centreville, VA 20120	Retail Lease
RK SPA World, LLC Mr. Sang K. Lee 13830 Braddock Rd Centreville, VA 20121	Retail Lease
Sake, Inc. C/O IHOP #3117 William Wilhelm 4494 Den Haag Road Warrenton, VA 20187	Retail Lease

In re **Grand Centreville, LLC**

Case No. **13-13590**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES*
(Continuation Sheet)

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.
Sang B. Park World Bridge 13810-B Braddock Road Centreville, VA 20121	Retail Lease
Seoul Goo Dae Gee II, Inc. Mr. Soung Ick Kim 13818-A Braddock Rd. Centreville, VA 20121	Retail Lease
Seoul Goo Dae Gee II, Inc. Mr. Soung Ick Kim 7156 Pennys Town Court Annandale, VA 22003	Retail Lease
Sikgaek Pocha and Ramen Joanne Chae-Hwa Cha 13860-A Braddock Rd Centreville, VA 20121	Retail Lease
Sikgaek Pocha and Ramen Mr. Cha 25480 Schooley Mill Terrace Chantilly, VA 20152	Retail Lease
Skin Care Jum Yum Lee 13834 Braddock Rd., Ste 700 Centreville, VA 20121	Retail Lease
The Bike Shop Jeffrey Carlson 13826-D Braddock Rd Centreville, VA 20121	Retail Lease
The World of Tous Les Jours 13834 Braddock Rd. Suite 100 Centreville, VA 20121	Retail Lease
The World of Tous Les Jours Kyu Hyon Yoo 3406 Lyrac Street Oakton, VA 22124	Retail Lease
Top Travel David Shin 13850-C Braddock Rd Centreville, VA 20121	Retail Lease

In re **Grand Centreville, LLC**

Case No. **13-13590**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES *
(Continuation Sheet)

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.
USR, Inc. Centreville Barber Shop 13826-G Braddock Rd Centreville, VA 20121	Retail Lease
Video Store Mee Choi 13814-D Braddock Rd Centreville, VA 20121	Retail Lease
Waeshik LTD Kyu Huh & Kevin Huh 13810-A Braddock Road Centreville, VA 20121	Retail Lease
Wonje Cha, D.D.S. P.C 13832 Braddock Rd Centreville, VA 20121	Retail Lease
Woori America Bank 13832 Braddock Rd. Centreville, VA 20121	Retail Lease
Yoojin Furniture Gak Y. Yoo 13834 Braddock Rd., Ste 400 Centreville, VA 20121	Retail Lease
Yoojin Furniture Gak Y. Yoo 13906 Gothic Drive Centreville, VA 20121	Retail Lease
Yu Lee Skin Care Jum Yum Lee 15244 Surrey House Way Centreville, VA 20120	Retail Lease

B6H (Official Form 6H) (12/07)

In re **Grand Centreville, LLC**

Case No. **13-13590**

Debtor

SCHEDULE H - CODEBTORS

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

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Unclear at this point in time	Wells Fargo Bank, N.A. c/o Midland Loan Services Inc. 10851 Mastin, Ste. 300 Overland Park, KS 66210

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continuation sheets attached to Schedule of Codebtors

B6I (Official Form 6I) (12/07)

In re **Grand Centreville, LLC**

Case No. **13-13590**

Debtor(s)

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:	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): None.	AGE(S):
Employment:	DEBTOR	SPOUSE
Occupation		
Name of Employer		
How long employed		
Address of Employer		

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)

	DEBTOR	SPOUSE
\$	0.00	\$ 0.00
\$	0.00	\$ 0.00

2. Estimate monthly overtime

3. SUBTOTAL

\$	0.00	\$ 0.00
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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
----	-------------	----------------

\$	0.00	\$ 0.00
----	-------------	----------------

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$	0.00	\$ 0.00
----	-------------	----------------

6. TOTAL NET MONTHLY TAKE HOME PAY

\$	0.00	\$ 0.00
----	-------------	----------------

7. Regular income from operation of business or profession or farm (Attach detailed statement)

\$	0.00	\$ 0.00
----	-------------	----------------

8. Income from real property

\$	0.00	\$ 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
----	-------------	----------------

\$	0.00	\$ 0.00
----	-------------	----------------

12. Pension or retirement income

\$	0.00	\$ 0.00
----	-------------	----------------

13. Other monthly income

(Specify):

\$	0.00	\$ 0.00
----	-------------	----------------

\$	0.00	\$ 0.00
----	-------------	----------------

14. SUBTOTAL OF LINES 7 THROUGH 13

\$	0.00	\$ 0.00
----	-------------	----------------

15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$	0.00	\$ 0.00
----	-------------	----------------

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

\$	0.00
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(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:

- | | | | |
|--|---|----|------|
| 1. Rent or home mortgage payment (include lot rented for mobile home) | | \$ | 0.00 |
| a. Are real estate taxes included? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | |
| b. Is property insurance included? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | |
| 2. Utilities: | | \$ | 0.00 |
| a. Electricity and heating fuel | | \$ | 0.00 |
| b. Water and sewer | | \$ | 0.00 |
| c. Telephone | | \$ | 0.00 |
| d. Other | | \$ | 0.00 |
| 3. Home maintenance (repairs and upkeep) | | \$ | 0.00 |
| 4. Food | | \$ | 0.00 |
| 5. Clothing | | \$ | 0.00 |
| 6. Laundry and dry cleaning | | \$ | 0.00 |
| 7. Medical and dental expenses | | \$ | 0.00 |
| 8. Transportation (not including car payments) | | \$ | 0.00 |
| 9. Recreation, clubs and entertainment, newspapers, magazines, etc. | | \$ | 0.00 |
| 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 | | \$ | 0.00 |
| d. Auto | | \$ | 0.00 |
| e. Other | | \$ | 0.00 |
| 12. Taxes (not deducted from wages or included in home mortgage payments) | | | |
| (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 | | \$ | 0.00 |
| b. Other | | \$ | 0.00 |
| c. 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 |
| 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.) | | \$ | 0.00 |
| 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 15 of Schedule I | | \$ | 0.00 |
| b. Average monthly expenses from Line 18 above | | \$ | 0.00 |
| c. Monthly net income (a. minus b.) | | \$ | 0.00 |

**United States Bankruptcy Court
Eastern District of Virginia**In re **Grand Centreville, LLC**

Debtor(s)

Case No. **13-13590**Chapter **11****DECLARATION CONCERNING DEBTOR'S SCHEDULES**

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the Receiver of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **21** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date **September 5, 2013**Signature **/s/ Michael L. Schuett, Principal Black Creek Consulting Ltd.****Michael L. Schuett, Principal Black Creek Consulting Ltd.
Receiver**

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.

B7 (Official Form 7) (04/13)

United States Bankruptcy Court
Eastern District of Virginia

In re **Grand Centreville, LLC**

Debtor(s)

Case No. **13-13590**

Chapter **11**

STATEMENT OF FINANCIAL AFFAIRS

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

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

DEFINITIONS

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

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

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
\$2,684,304.99
\$4,438,893.77
\$3,637,640.56

SOURCE
*** See Exhibit SoFA 1 Attached Hereto**
*** See Exhibit SoFA 1 Attached Hereto**
*** See Exhibit SoFA 1 Attached Hereto**

2. Income other than from employment or operation of business

None

☒ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

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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 credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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*** See Exhibit SoFA 3b
Attached Hereto**

\$0.00 \$0.00

None

c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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**Grand Formation, Inc.
c/o Black Creek Consulting Ltd
PO Box 422
Crownsville, MD 21032**

1/05/2012 - 12/04/2012

\$280,000.00

\$0.00

**Grand Formation, Inc.
c/o Black Creek Consulting Ltd
PO Box 422
Crownsville, MD 21032**

1/30/2013 - 3/22/ 2013

\$45,000.00

\$0.00

*** See Also Exhibit SoFA 3c
Attached Hereto**

\$0.00 \$0.00

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
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Offit Kurman v. Grand Centreville et al

Montgomery County Circuit Court

Stayed

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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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
---	--	--------------------------------------

6. Assignments and receiverships

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

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

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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*** See Exhibit SoFA 6b
Attached Hereto**

7. Gifts

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

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

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

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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B7 (Official Form 7) (04/13)

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9. Payments related to debt counseling or bankruptcy

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

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

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

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

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

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

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

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

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

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

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

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

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NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

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

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

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

NAME

17. Environmental Information.

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

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

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

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

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

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
* See Exhibit SoFA 17a Attached Hereto			

- None ☐ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

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

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
---------------------------------------	---------------	-----------------------

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18. Nature, location and name of business

None
☐

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

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

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

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Grand Centerville, LLC	20-0836022	PO Box 422 Crownsville, MD 21032	Real Estate	2005 - Present

None
☒

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

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

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

19. Books, records and financial statements

None
☐

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

NAME AND ADDRESS	DATES SERVICES RENDERED
Bruce Choi 4308 I Evergreen Lane Annandale, VA 22003	2011 - Present

None
☐

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

NAME	ADDRESS	DATES SERVICES RENDERED
Bruce Choi	4308 I Evergreen Lane Annandale, VA 22003	2011 - Present

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.

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NAME

Bruce Choi

ADDRESS

**4308 I Evergreen Lane
Annandale, VA 22003**

- 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

**Midland Financial Services
PO Box 828626
Philadelphia, PA 19182**

DATE ISSUED

2011 & 2012

20. Inventories

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

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

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

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
RECORDS

21. Current Partners, Officers, Directors and Shareholders

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

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

- None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

**Grand Formation, Inc.
c/o Black Creek Consulting Ltd
PO Box 422
Crownsville, MD 21032**

0.5%

**James Y. Sohn
8908 Bells Mill Road
Potomac, MD 20854**

45%

*

**Yeon K. Han
1014 Eaton Drive
Mc Lean, VA 22102**

4%

*

**Grand Equity, LLC
c/o Raymond A. Yancey, Trustee
1412 Colville Court
Saint Augustine, FL 32095**

50.5%

*

*
Currently the Subject of Litigation in AP No. 12-01496-RGM

B7 (Official Form 7) (04/13)

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22 . Former partners, officers, directors and shareholders

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

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

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

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

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Grand Formation, Inc. c/o Black Creek Consulting Ltd PO Box 422 Crownsville, MD 21032		
Grand Equity, LLC c/o Raymond A. Yancey, Trustee 1412 Colville Court Saint Augustine, FL 32095		
Yeon K. Han 1014 Eaton Drive Mc Lean, VA 22102		
James Y. Sohn 8908 Bells Mill Road Potomac, MD 20854		
See SoFA 3c Attached Hereto		

24. Tax Consolidation Group.

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

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------------	--------------------------------------

25. Pension Funds.

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

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------	--------------------------------------

* * * * *

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

B7 (Official Form 7) (04/13)

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

Date September 5, 2013

Signature /s/ Michael L. Schuett, Principal Black Creek Consulting Ltd.
Michael L. Schuett, Principal Black Creek Consulting Ltd.
Receiver

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

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

United States Bankruptcy Court
Eastern District of Virginia

In re **Grand Centreville, LLC**

Debtor(s)

Case No. **13-13590**Chapter **11**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

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

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

2. \$ **0.00** of the filing fee has been paid.

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

☒ Debtor ☐ Other (*specify*)

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

☒ Debtor ☐ Other (*specify*)

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

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

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
 - Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
 - Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
 - Other provisions as needed:

See Attached Engagement Letter at Exhibit DCA

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

See Attached Engagement Letter at Exhibit DCA

* See Attached Engagement Letter at Exhibit DCA

September 5, 2013

/s/ Paula S. Beran

Signature of Attorney

Tavenner & Beran, PLC

Name of Law Firm

20 North 8th Street

Second Floor

Richmond, VA 23219

(804) 783-8300 Fax: (804) 783-0178

**NOTICE TO DEBTOR(S) AND STANDING TRUSTEE
PURSUANT TO INTERIM PROCEDURE 2016-1(C)(7)**

PROOF OF SERVICE

Date _____

Signature of Attorney

**United States Bankruptcy Court
Eastern District of Virginia**

In re Grand Centreville, LLC
Debtor

Case No. 13-13590

Chapter 11

LIST OF EQUITY SECURITY HOLDERS

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

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
Grand Equity, LLC c/o Raymond A. Yancey, Trustee 1412 Colville Court Saint Augustine, FL 32095	subject to litigation - APN 12-01496		50.5%
Grand Formation, Inc. c/o Black Creek Cnsltg Ltd, Tr P.O. Box 422 Crownsville, MD 21032	subject to litigation - APN 12-01496		0.5%
James Y. Sohn 8908 Bells Mill Road Potomac, MD 20854	subject to litigation - APN 12-01496		45%
James Y. Sohn c/o James R. Schroll, Esq. 2300 Wilson Blvd., 7th Floor Arlington, VA 22201			* Notice Purposes
Yeon K. Han 1014 Eaton Drive Mc Lean, VA 22102	subject to litigation - APN 12-01496		4%
Yeon K. Han c/o John T. Donelan, Esq. 125 South Royal Street Alexandria, VA 22314			* Notice Purposes

CURRENTLY THE SUBJECT OF LITIGATION IN AP NO. 12-01496-RGM

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

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

Date September 5, 2013

/s/ Michael L. Schuett, Principal Black Creek Consulting Ltd.
Signature Michael L. Schuett, Principal Black Creek Consulting Ltd.
Receiver

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.

0 continuation sheets attached to List of Equity Security Holders

United States Bankruptcy Court
Eastern District of Virginia

In re **Grand Centreville, LLC**

Debtor(s)

Case No. **13-13590**
Chapter **11**

BUSINESS INCOME AND EXPENSES

FINANCIAL REVIEW OF THE DEBTOR'S BUSINESS (NOTE: ONLY INCLUDE information directly related to the business operation.)

PART A - GROSS BUSINESS INCOME FOR PREVIOUS 12 MONTHS:

1. Gross Income For 12 Months Prior to Filing: \$ **4,664,275.80**

PART B - ESTIMATED AVERAGE FUTURE GROSS MONTHLY INCOME:

2. Gross Monthly Income \$ **383,472.00**

PART C - ESTIMATED FUTURE MONTHLY EXPENSES:

3. Net Employee Payroll (Other Than Debtor) \$ **0.00**

4. Payroll Taxes **0.00**

5. Unemployment Taxes **0.00**

6. Worker's Compensation **0.00**

7. Other Taxes **0.00**

8. Inventory Purchases (Including raw materials) **0.00**

9. Purchase of Feed/Fertilizer/Seed/Spray **0.00**

10. Rent (Other than debtor's principal residence) **0.00**

11. Utilities **0.00**

12. Office Expenses and Supplies **0.00**

13. Repairs and Maintenance **100,000.00**

14. Vehicle Expenses **0.00**

15. Travel and Entertainment **0.00**

16. Equipment Rental and Leases **0.00**

17. Legal/Accounting/Other Professional Fees **15,000.00**

18. Insurance **3,000.00**

19. Employee Benefits (e.g., pension, medical, etc.) **0.00**

20. Payments to Be Made Directly By Debtor to Secured Creditors For Pre-Petition Business Debts (Specify):

DESCRIPTION
Mortgage

TOTAL
195,000.00

21. Other (Specify):

DESCRIPTION

TOTAL

22. Total Monthly Expenses (Add items 3-21) \$ **313,000.00**

PART D - ESTIMATED AVERAGE NET MONTHLY INCOME:

23. AVERAGE NET MONTHLY INCOME (Subtract item 22 from item 2) \$ **70,472.00**



[Logout](#)

Institution Name: Monument Bank
Institution Transaction Account No.: *****024
ICS Deposit Option: SAVINGS

[Home](#)

[Current Balances](#)

[Depositor Placement Review](#)

[Destination Institutions](#)

Current Balances

Here are your balances, including principal and accrued interest, for funds placed through ICSSM on your behalf by Monument Bank (your Relationship Institution) at each Destination Institution as of the completion of settlement on Aug 09, 2013. These balances do not include funds in the transaction account at your Relationship Institution from which your funds are swept.

PROGRAM WITHDRAWALS USED
for Aug 2013 **0** of **6**

[Click for complete details](#)

Total Balance: \$1,099,199.77

Total Accrued Interest: \$67.74

Total Accrued Interest Through: 08/09/2013

Enter Search Term Here [GO](#) | [Principal Balance](#) | [Descending](#) [Reset](#)

View 25 per Page [Page 1 of 1](#) First [◀](#) [▶](#) Last

Institution Name	FDIC Certificate Number	Transit Routing Number	City, State / Territory	Principal Balance	Accrued Interest
Republic Bank & Trust Company	23627	083001314	Louisville, KY	\$245,000.00	\$15.10
Quad City Bank and Trust Company	33867	073902232	Bettendorf, IA	\$245,000.00	\$15.10
Bank of Ann Arbor	34120	072413735	Ann Arbor, MI	\$245,000.00	\$15.10
Banco Popular North America	34967	026008811	New York, NY	\$245,000.00	\$15.10
Bank of China	33653	026003269	New York, NY	\$119,199.77	\$7.34

Your swept funds are "deposits," as defined by federal law (12 U.S.C. § 1813(I)), at the Destination Institutions.

ICS is a service mark, and Insured Cash Sweep is a registered service mark, of Promontory Interfinancial Network, LLC.

Deoudes-Magafan Realty, Inc.
 7910 Woodmont Ave., Suite 1335
 Bethesda, MD 20814
 301-986-9500

OLD CENTREVILLE CROSSING

July 2013

Owner: GRAND CENTREVILLE, LLC

Account	Description	Amount	YTD Amount
	Beginning Cash Balance	\$1,018,370.88	
Operating Income			
4000	Base Rent	\$321,436.73	\$2,068,889.60
4005	Cooler Rent	\$2,118.00	\$9,426.00
4040	Taxes	\$39,072.64	\$271,080.67
4065	Promotional Fee	\$96.27	\$655.57
4080	CAM	\$48,083.59	\$312,158.07
4085	Miscellaneous Income (Check from Mr. Sohn for Fedex reimb.)	\$71.50	\$1,766.10
4095	Assignment Fee	\$0.00	\$3,000.00
4100	Late Fee	\$218.88	\$3,300.33
4115	Legal Fees	\$600.00	\$9,390.93
4120	NSF Fee Charge	\$100.00	\$350.00
4140	Maint & Repairs Charge	\$0.00	\$875.00
4144	Roof Repair Charge	\$0.00	\$835.84
4170	Electricity Utility Charge	\$152.00	\$2,576.88
	Total Operating Income	\$411,949.61	\$2,684,304.99
	(\$411,949.61 + \$62,614.68 (prepaid rent) = \$474,564.29)		

Operating Expenses			
5000	Administrative Fee	\$0.00	\$3,000.00
5010	Management Fees	\$7,897.97	\$52,005.95
5090	Lease Commissions	\$0.00	\$40,811.87
5130	Postage & Delivery	\$24.33	\$542.13
5140	Telephone	\$388.50	\$2,656.76
5192	Plaza Extension Build-Out	\$0.00	\$74,500.00
5195	Plaza Construction/Tenant Improvement Work	\$0.00	\$23,934.00
5196	Tenant Improvements	\$0.00	\$153,405.00
5199	Exterior Repair	\$0.00	\$8,378.00
5200	Maintenance & Repair	\$19,422.80	\$42,909.89
5205	Parking Lot Repair	\$3,130.00	\$3,130.00
5215	Roof Repairs	\$243.75	\$17,142.77
5220	Grounds Maintenance	\$7,351.33	\$16,413.31
5225	Snow Removal	\$0.00	\$10,550.00
5233	Plaza Cleaning	\$700.00	\$2,800.00
5235	Parking Lot Cleaning	\$1,720.00	\$12,245.00
5245	Exterminator	\$0.00	\$2,275.20
5250	Plumbing	\$0.00	\$13,483.82
5265	Fire/Sprinkler System	\$3,842.25	\$34,918.50
5275	Professional Fees	\$0.00	\$850.00
5300	Electricity	\$3,049.88	\$24,761.89
5310	Water & Sanitation	\$0.00	\$53,388.06

Operating Expenses (continued)

5320	Trash Collection	\$4,521.14	\$30,071.00
5330	Natural Gas	\$22.22	\$1,983.52
5418	Bank Interest Payment	\$0.00	\$2,183.34
5420	Mortgage Payments	\$194,880.97	\$1,363,331.83
5440	Accounting	\$0.00	\$3,000.00
5445	Legal	\$0.00	\$41,930.00
5510	Fees, Permits & licenses	\$0.00	\$11,591.00
Total Operating Expenses		\$247,195.14	\$2,048,192.84

Other Cash Adjustments

1005	Cash in Bank - Tenant	\$0.00	-\$285,214.84
2010	Security Deposit Liability	\$0.00	-\$41,865.57
2020	Prepaid Rent Liability (<i>Coco/Hair Sketch/Animal Clinic/Chiro.</i>)	-\$62,614.68	-\$106,396.89
3008	Return of Capital Contribution	\$0.00	\$40,000.00
3015	Reimbursement from Bank Escrow	\$0.00	-\$261,150.58

Total Other Cash Adjustments (\$62,614.68) (\$654,627.88)

Net Income \$164,754.47

Plus (Minus) Owner Contribution \$0.00

Less Disbursements to Owner \$0.00

Other Cash Adjustments (\$62,614.68)

Ending Cash Balance \$1,245,740.03

Intermediate Property Statement

Deoudes-Magafan Realty, Inc.

7910 Woodmont Ave., Suite 1335

Bethesda, MD 20814

301-986-9500

OLD CENTREVILLE CROSSING

December 2012

Owner: GRAND CENTREVILLE, LLC

Account	Description	Amount	YTD Amount
	Beginning Cash Balance	\$181,150.93	
Operating Income			
4000	Base Rent	\$226,705.46	\$3,472,316.98
4001	Container Rent	\$0.00	\$600.00
4040	Taxes	\$28,450.59	\$412,326.67
4062	Insurance Reimbursement Income	\$0.00	\$2,359.00
4065	Promotional Fee	\$91.69	\$1,174.28
4080	CAM	\$31,917.70	\$521,681.06
4084	Misc. Income	\$0.00	\$1,934.43
4085	Miscellaneous Income	\$0.00	\$918.72
4100	Late Fee	\$0.00	\$5,287.29
4115	Legal Fees	\$600.00	\$948.00
4118	Court Fees	\$0.00	\$582.00
4120	NSF Fee Charge	\$100.00	\$714.41
4130	Real Estate Taxes	\$0.00	\$11,157.93
4145	Plumbing Charge	\$0.00	\$1,187.50
4147	Fire/Sprinkler System Charge	\$0.00	\$3,029.50
4170	Electricity Utility Charge	\$152.00	\$1,976.00
4175	Utility Charge	\$0.00	\$700.00
	Total Operating Income	\$288,017.44	\$4,438,893.77
Operating Expenses			
5000	Administrative Fee	\$2,000.00	\$5,250.00
5007	Bank Servicing Fee	\$0.00	\$550.00
5008	Bank Administrative Fee	\$0.00	\$2,000.00
5010	Management Fees	\$5,779.25	\$87,233.20
5015	Miscellaneous	\$0.00	\$150.00
5056	CAM Reconciliation	\$0.00	\$23,371.74
5057	Tax Reconciliation	\$0.00	\$7,942.11
5090	Lease Commissions	\$25,094.85	\$209,438.37
5130	Postage & Delivery	\$0.00	\$152.95
5140	Telephone	\$367.91	\$4,355.43
5192	Plaza Warehouse Construction/Tenant Improvement	\$20,000.00	\$20,000.00
5195	Plaza Construction/Tenant Improvement Work	\$51,867.00	\$1,160,090.00
5196	Tenant Improvements	\$13,275.00	\$16,275.00
5199	Exterior Repair	\$0.00	\$75,000.00
5200	Maintenance & Repair	\$3,333.50	\$14,441.85
5205	Parking Lot Repair	\$480.00	\$1,393.00
5208	Parking Tabulation	\$0.00	\$3,770.00
5215	Roof Repairs	\$1,051.30	\$7,018.12
5220	Grounds Maintenance	\$1,510.33	\$29,395.96

Operating Expenses <i>(continued)</i>			
5225	Snow Removal	\$0.00	\$4,825.00
5232	Bathroom Cleaning	\$0.00	\$2,459.54
5235	Parking Lot Cleaning	\$1,585.00	\$20,340.00
5245	Exterminator	\$0.00	\$3,181.20
5250	Plumbing	\$2,460.51	\$14,201.62
5265	Fire/Sprinkler System	\$3,687.50	\$56,213.31
5300	Electricity	\$5,303.28	\$57,066.64
5310	Water & Sanitation	\$0.00	\$131,399.43
5320	Trash Collection	\$4,236.67	\$47,488.30
5330	Natural Gas	\$0.00	\$4,328.62
5418	Bank Interest Payment	\$500.00	\$3,449.99
5420	Mortgage Payments	\$193,871.01	\$2,646,230.25
5427	Tax Service Fee	\$0.00	\$150.00
5445	Legal	\$4,960.00	\$61,176.00
5501	Pass-Through Entity Tax	\$0.00	\$27,000.00
5510	Fees, Permits & licenses	\$0.00	\$9,458.00
5518	Fire Prevention Code Fine	\$0.00	\$1,350.00
Total Operating Expenses		\$341,363.11	\$4,758,145.63

Other Cash Adjustments

1021	Due from PNC BANK	\$0.00	-\$70,320.02
1022	Due from PNC - Leasing Reserve	\$0.00	\$805,002.70
1023	Due from Monument Bank Lockbox	\$0.00	-\$5,000.00
2010	Security Deposit Liability <i>(Amore Cosmetics)</i>	-\$4,682.58	-\$10,389.25
2020	Prepaid Rent Liability <i>(Cent. Chiropractor/Hair Sketch)</i>	-\$2,981.10	-\$7,529.24
3015	Reimbursement from Bank Escrow <i>(Funding from reserve acct)</i>	-\$264,745.90	-\$1,444,479.42
Total Other Cash Adjustments		(\$272,409.58)	(\$732,715.23)

Net Income **(\$53,345.67)**

Plus (Minus) Owner Contribution **\$0.00**

Less Disbursements to Owner **\$115,000.00**

(Check to Grand Formation, Inc.)

Other Cash Adjustments **(\$272,409.58)**

Ending Cash Balance **\$285,214.84**

Intermediate Property Statement

Deoules-Magafan Realty, Inc.

7910 Woodmont Ave., Suite 1335

Bethesda, MD 20814

301-986-9500

OLD CENTREVILLE CROSSING

December 2011

Owner: GRAND CENTREVILLE, LLC

Account	Description	Amount	YTD Amount
	Beginning Cash Balance	\$119,837.12	
Operating Income			
4000	Base Rent	\$256,056.45	\$2,886,262.25
4002	Shed Rent	\$0.00	\$1,200.00
4040	Taxes	\$34,019.37	\$339,502.39
4065	Promotional Fee	\$83.16	\$939.72
4080	CAM	\$33,970.01	\$382,075.42
4085	Miscellaneous Income (<i>Nationwide Insurance-damage to Red Rocks</i>)	\$962.65	\$4,738.25
4095	Assignment Fee	\$0.00	\$1,500.00
4100	Late Fee	\$546.24	\$2,809.38
4115	Legal Fees	\$0.00	\$1,000.00
4120	NSF Fee Charge	\$150.00	\$274.41
4130	Real Estate Taxes	\$0.00	\$12,001.74
4140	Maint & Repairs Charge	\$0.00	\$1,000.00
4145	Plumbing Charge	\$2,094.00	\$4,885.00
4170	Electricity Utility Charge	\$152.00	\$152.00
4175	Utility Charge	\$0.00	-\$700.00
	Total Operating Income	\$328,033.88	\$3,637,640.56
Operating Expenses			
5000	Administrative Fee	\$0.00	\$1,000.00
5007	Bank Servicing Fee	\$50.00	\$1,100.00
5008	Bank Administrative Fee	\$0.00	\$1,000.00
5010	Management Fees	\$12,198.08	\$91,356.52
5015	Miscellaneous	\$0.00	\$404.62
5090	Lease Commissions	\$1,416.00	\$32,853.00
5130	Postage & Delivery	\$36.63	\$209.56
5140	Telephone	\$356.99	\$4,243.08
5200	Maintenance & Repair	\$1,889.44	\$60,986.01
5205	Parking Lot Repair	\$0.00	\$3,895.00
5215	Roof Repairs	\$1,579.13	\$26,783.18
5220	Grounds Maintenance	\$1,510.33	\$28,099.96
5225	Snow Removal	\$0.00	\$7,499.50
5232	Bathroom Cleaning	\$0.00	\$6,381.78
5235	Parking Lot Cleaning	\$1,750.00	\$21,510.00
5245	Exterminator	\$0.00	\$2,565.12
5250	Plumbing	\$0.00	\$21,148.95
5260	Security	\$318.00	\$1,272.00
5265	Fire/Sprinkler System	\$9,607.89	\$78,056.69
5300	Electricity	\$6,495.12	\$81,237.88
5310	Water & Sanitation	\$0.00	\$89,739.58
5320	Trash Collection	\$3,760.93	\$44,929.60

Operating Expenses (Cont'd)

5330	Natural Gas	\$1,274.26	\$14,112.60
5420	Mortgage Payments	\$207,928.07	\$2,495,668.02
5440	Accounting	\$0.00	\$2,400.00
5445	Legal	\$2,658.00	\$61,488.25
5510	Fees, Permits & licenses	\$0.00	\$7,467.00
Total Operating Expenses		\$252,828.87	\$3,187,407.90

Other Cash Adjustments

1021	Due from PNC BANK	\$0.00	\$0.00
1022	Due from PNC - Leasing Reserve <i>(Midland reserve)</i>	\$57,415.10	\$464,798.61
2010	Security Deposit Liability	\$0.00	-\$15,536.67
2020	Prepaid Rent Liability <i>(Green World Hunaro Foods)</i>	\$909.56	\$0.00
3008	Return of Capital Contribution	\$0.00	\$4,500.00
3015	Reimbursement from Bank Escrow	-\$15,784.00	-\$238,664.85
<i>(Wire from Midland for reimbursement of new pole lights from CMI)</i>			

Total Other Cash Adjustments	\$42,540.66	\$215,097.09
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Net Income	\$75,205.01
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Plus (Minus) Owner Contribution	\$0.00
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Less Disbursements to Owner	\$100,000.00
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(Grand Formation, Inc.)

Other Cash Adjustments	\$42,540.66
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Ending Cash Balance	\$52,501.47
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5000	05/16/2013	15401	DEOUDS-MAGAFAN REALTY, INC./Administrative Fee (13826-B Brz	\$500.00
5010	05/03/2013	15342	DEOUDS-MAGAFAN REALTY, INC./May Mgmt Check - 05/03/2013	\$3,834.74
5010	05/10/2013	15376	DEOUDS-MAGAFAN REALTY, INC./May Mgmt Check - 05/10/2013	\$2,647.26
5010	05/24/2013	15471	DEOUDS-MAGAFAN REALTY, INC./May Mgmt Check - 05/24/2013	\$928.63
5010	05/31/2013	15478	DEOUDS-MAGAFAN REALTY, INC./May Mgmt Check - 05/31/2013	\$281.45
5090	05/16/2013	15402	DEOUDS-MAGAFAN REALTY, INC./Lease Commissions	\$2,344.61
5130	05/16/2013	15394	Fed Ex/Postage & Delivery	\$56.14
5140	05/02/2013	15320	VERIZON/Telephone	\$387.99
5195	05/02/2013	15334	Prosperity Construction Group, Inc./Plaza Construction/Tenant Improv	\$1,907.25
5195	05/21/2013	15420	Prosperity Construction Group, Inc./Plaza Construction/Tenant Improv	\$501.75
5200	05/02/2013	15333	Gettier Commercial, Inc./Maintenance & Rep (CAM repr fence/remove	\$645.00
5200	05/02/2013	15338	Gettier Commercial, Inc./Maintenance & Rep (NON-CAM replaced ceili	\$135.00
5200	05/07/2013	15354	CroppMetcalfe/Maintenance & Repair (Non-Cam - Top Travel HVAC)	\$643.00
5200	05/08/2013	15365	CroppMetcalfe/Maintenance & Repair (NON-CAM-HVAC Top T)	\$759.00
5200	05/16/2013	15399	Atlas Commercial Pumping Tank/Maintenance & Repair (CAM clean tr:	\$4,480.00
5215	05/02/2013	15337	SHENCORP INC./Roof Repairs (CAM - Therapeutic)	\$340.89
5215	05/21/2013	15415	SHENCORP INC./Roof Repairs (CAM - Amore Cosmetics)	\$130.54
5215	05/21/2013	15415	SHENCORP INC./Roof Repairs (CAM - Glory Days Grill)	\$111.21
5215	05/21/2013	15415	SHENCORP INC./Roof Repairs (CAM - Plaza Laundry)	\$171.08
5220	05/07/2013	15355	JD Lawn Services, Inc./Grounds Maintenance (April)	\$1,510.33
5233	05/02/2013	15336	RC&CC, LLC/Plaza Cleaning (PLAZA CAM)	\$700.00
5235	05/02/2013	15319	Gettier Commercial, Inc./Parking Lot Cleaning (May cleaning)	\$1,500.00
5235	05/02/2013	15339	Gettier Commercial, Inc./Parking Lot Cleaning (CAM - plywood/shelf)	\$85.00
5235	05/07/2013	15362	Gettier Commercial, Inc./Parking Lot Cleaning (CAM- boxes, cabinet, k	\$95.00
5235	05/13/2013	15386	Gettier Commercial, Inc./Parking Lot Cleaning (CAM-debris on sidewal	\$145.00
5235	05/16/2013	15403	Gettier Commercial, Inc./Parking Lot Cleaning (CAM - boxes, pallets, tr	\$150.00

Detailed Property Statement

Deoudes-Magafan Realty, Inc.
7910 Woodmont Ave., Suite 1335
Bethesda, MD 20814
301-986-9500

OLD CENTREVILLE CROSSING

May 2013

Acct	Date	Ref #	Description	Amount
5235	05/21/2013	15414	Gettier Commercial, Inc./Parking Lot Cleaning (CAM - boxes)	\$135.00
5250	05/02/2013	15335	Frugal Rooter, LLC/Plumbing (new toilet - 13850-C)	\$628.28
5265	05/07/2013	15353	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$1,319.00
5265	05/07/2013	15353	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$210.25
5265	05/21/2013	15416	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$175.00
5265	05/21/2013	15417	Washington Sprinkler/Fire/Sprinkler System (CAM- repaired pipe-Laun	\$1,250.00
5300	05/02/2013	15340	DOMINION VIRGINIA POWER/Electricity (NON-CAM)	\$125.81
5300	05/13/2013	15387	DOMINION VIRGINIA POWER/Electricity (CAM)	\$16.62
5300	05/13/2013	15387	DOMINION VIRGINIA POWER/Electricity (CAM)	\$2,205.24
5300	05/13/2013	15388	DOMINION VIRGINIA POWER/Electricity (PLAZA CAM)	\$324.91
5300	05/13/2013	15389	DOMINION VIRGINIA POWER/Electricity (NON-CAM)	\$56.67
5310	05/13/2013	15390	Fairfax Water/Water & Sanitation	\$9,442.70
5310	05/13/2013	15391	Fairfax Water/Water & Sanitation (CAM)	\$11,106.00
5310	05/13/2013	15391	Fairfax Water/Water & Sanitation (CAM)	\$4,185.55
5320	05/08/2013	15364	ENVIROSOLUTIONS, INC./Trash Collection	\$4,236.67
5330	05/21/2013	15413	WASHINGTON GAS/Natural Gas (Plaza CAM)	\$54.71
5418	05/07/2013	15356	Monument Bank/Bank Interest Payment	\$341.67
5420	05/24/2013	15470	Midland Loan Services/Mortgage Payments	\$194,880.97
5445	05/02/2013	15323	Fairfax Law Group, P.C./Legal (NON-CAM)	\$1,500.00
5445	05/21/2013	15412	Fairfax Law Group, P.C./Legal (NON-CAM)	\$2,750.00
5445	05/23/2013	15463	Fairfax Law Group, P.C./Legal (Non-CAM - HMart cooler storage)	\$3,000.00
Total Operating Expenses				\$262,935.92

5000	06/26/2013	105	DEOUEDES-MAGAFAN REALTY, INC./Lease Administrative Fee	\$500.00
5010	06/07/2013	15521	DEOUEDES-MAGAFAN REALTY, INC./Jun Mgmt Check - 06/07/2013	\$5,240.45

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Detailed Property Statement
Deoudes-Magafan Realty, Inc.
7910 Woodmont Ave., Suite 1335
Bethesda, MD 20814
301-986-9500
OLD CENTREVILLE CROSSING
June 2013

Acct	Date	Ref #	Description	Amount
5010	06/26/2013	109	DEOUEDES-MAGAFAN REALTY, INC./Jun Mgmt Check - 06/26/2013	\$1,893.45
5090	06/26/2013	107	Pacific Realty/Lease Commissions	\$7,285.16
5090	06/26/2013	106	DEOUEDES-MAGAFAN REALTY, INC./Lease Commissions (Sun Young	\$2,428.39
5130	06/21/2013	15584	Fed Ex/Postage & Delivery	\$96.05
5140	06/17/2013	15560	VERIZON/Telephone	\$388.17
5200	06/17/2013	15552	Prosperity Construction Group, Inc./Maintenance & Repair (NON-CAM	\$1,635.00
5200	06/17/2013	15553	Prosperity Construction Group, Inc./Maintenance & Repair (Plaza CAM	\$235.00
5200	06/17/2013	15557	CMI Lighting of Northern Va., Inc./Maintenance & Repair (CAM-May lig	\$812.94
5200	06/17/2013	15557	CMI Lighting of Northern Va., Inc./Maintenance & Repair (CAM - Pole f	\$181.80
5200	06/26/2013	103	Gettier Commercial, Inc./Maintenance & Repair (CAM - repair fence)	\$150.00
5215	06/26/2013	99	SHENCORP INC./Roof Repairs (CAM - Plaza Laundry)	\$418.43
5215	06/26/2013	99	SHENCORP INC./Roof Repairs (CAM - Pacific Realty)	\$162.50
5215	06/26/2013	99	SHENCORP INC./Roof Repairs (CAM - Amore Cosmetics)	\$143.39
5215	06/26/2013	99	SHENCORP INC./Roof Repairs (CAM - Top Travel)	\$163.84
5220	06/17/2013	15551	JD Lawn Services, Inc./Grounds Maintenance (May)	\$1,510.33
5233	06/17/2013	15556	RC&CC, LLC/Plaza Cleaning (Plaza CAM - May)	\$700.00
5233	06/26/2013	104	RC&CC, LLC/Plaza Cleaning (Plaza CAM - June)	\$700.00
5235	06/17/2013	15549	Gettier Commercial, Inc./Parking Lot Cleaning (June)	\$1,500.00
5235	06/17/2013	15554	Gettier Commercial, Inc./Parking Lot Cleaning (CAM-shelves, pallets, r	\$150.00
5235	06/17/2013	15554	Gettier Commercial, Inc./Parking Lot Cleaning (CAM-bench/chairs/box)	\$135.00
5235	06/17/2013	15554	Gettier Commercial, Inc./Parking Lot Cleaning (CAM-trash, boxes, sofa	\$200.00
5250	06/17/2013	15558	Frugal Rooter, LLC/Plumbing (CAM - hydro jet reg. maintenance)	\$1,125.00
5250	06/26/2013	108	Frugal Rooter, LLC/Plumbing (CAM - hydro jet)	\$1,250.00
5265	06/17/2013	15559	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$560.00
5265	06/17/2013	15559	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$572.00
5265	06/26/2013	100	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$572.00
5265	06/26/2013	100	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$690.00
5265	06/26/2013	101	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$175.00
5265	06/26/2013	101	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$644.50
5300	06/17/2013	15561	DOMINION VIRGINIA POWER/Electricity (Plaza CAM)	\$737.78
5300	06/17/2013	15562	DOMINION VIRGINIA POWER/Electricity (CAM)	\$16.62
5300	06/17/2013	15562	DOMINION VIRGINIA POWER/Electricity (CAM)	\$2,410.96
5320	06/17/2013	15550	ENVIROSOLUTIONS, INC./Trash Collection (June)	\$4,366.51
5330	06/26/2013	98	WASHINGTON GAS/Natural Gas (Plaza CAM)	\$39.61
5420	06/26/2013	102	Midland Loan Services/Mortgage Payments	\$194,880.97
5445	06/17/2013	15555	Fairfax Law Group, P.C./Legal (NON-CAM)	\$1,500.00
Total Operating Expenses				\$236,170.85

Operating Expenses

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5010	07/08/2013	130	DEOUDS-MAGAFAN REALTY, INC./Jun Mgmt Check - 07/08/2013	\$167.73
5010	07/23/2013	139	DEOUDS-MAGAFAN REALTY, INC./Jul Mgmt Check - 07/19/2013	\$7,730.24
5130	07/10/2013	137	Fed Ex/Postage & Delivery	\$24.33
5140	07/10/2013	138	VERIZON/Telephone	\$388.50
5200	07/10/2013	136	CMI Lighting of Northern Va., Inc./Maintenance & Repair (CAM - June	\$394.80
5200	07/24/2013	143	RC&CC, LLC/Maintenance & Repair (CAM - cleaned storage-Glory	\$75.00
5200	07/24/2013	143	RC&CC, LLC/Maintenance & Repair (CAM - cleaned gutter-Red Ro	\$175.00
5200	07/24/2013	143	RC&CC, LLC/Maintenance & Repair (CAM - cleaned storage clos)	\$315.00
5200	07/24/2013	146	CMI Lighting of Northern Va., Inc./Maintenance & Repair (CAM- stock e	\$197.00
5200	07/24/2013	146	CMI Lighting of Northern Va., Inc./Maintenance & Repair (CAM - fire al	\$516.00
5200	07/24/2013	151	CK's Air LLC/Maintenance & Repair	\$17,750.00
5205	07/24/2013	142	PARKING SOLUTIONS/Parking Lot Repair (CAM - repaint speed bump	\$800.00
5205	07/24/2013	147	Gettier Commercial, Inc./Parking Lot Repair (CAM - repaired u-CHANNE	\$95.00
5205	07/24/2013	147	Gettier Commercial, Inc./Parking Lot Repair (CAM - replaced parking s	\$2,235.00
5215	07/24/2013	140	SHENCORP INC./Roof Repairs (CAM - Chiro.)	\$130.00
5215	07/24/2013	140	SHENCORP INC./Roof Repairs (CAM - Pacific Realty)	\$113.75
5220	07/10/2013	133	JD Lawn Services, Inc./Grounds Maintenance (June)	\$1,510.33
5220	07/10/2013	133	JD Lawn Services, Inc./Grounds Maintenance (summer flowers/pruning	\$5,841.00
5233	07/24/2013	150	RC&CC, LLC/Plaza Cleaning (Plaza CAM - July)	\$700.00
5235	07/10/2013	132	Gettier Commercial, Inc./Parking Lot Cleaning (July)	\$1,500.00
5235	07/10/2013	132	Gettier Commercial, Inc./Parking Lot Cleaning (CAM-bulk trash/cabinet	\$95.00
5235	07/24/2013	141	Gettier Commercial, Inc./Parking Lot Cleaning (CAM - limbs/door/chair	\$125.00
5265	07/10/2013	134	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$1,593.00
5265	07/10/2013	135	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$357.00
5265	07/10/2013	135	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$572.00
5265	07/24/2013	148	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$175.00
5265	07/24/2013	148	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$443.25
5265	07/24/2013	149	GUARDIAN FIRE PROTECTION SERVICES/Fire/Sprinkler System (C.	\$702.00
5300	07/24/2013	145	DOMINION VIRGINIA POWER/Electricity (CAM)	\$16.62
5300	07/24/2013	145	DOMINION VIRGINIA POWER/Electricity (CAM)	\$2,100.75

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Detailed Property Statement
Deoudes-Magafan Realty, Inc.
7910 Woodmont Ave., Suite 1335
Bethesda, MD 20814
301-986-9500
OLD CENTREVILLE CROSSING
July 2013

Acct	Date	Ref #	Description	Amount
5300	07/24/2013	152	DOMINION VIRGINIA POWER/Electricity (Plaza CAM)	\$932.51
5320	07/10/2013	131	ENVIROSOLUTIONS, INC./Trash Collection	\$4,521.14
5330	07/24/2013	144	WASHINGTON GAS/Natural Gas (Plaza CAM)	\$22.22
5420	07/24/2013	153	Midland Loan Services/Mortgage Payments	\$194,880.97
Total Operating Expenses				<u>\$247,195.14</u>

Name	Date	Amount
James Sohn	Aug 2012	\$7,650
Min S Kang	Aug 2012	\$6,000
Yeon Han	Aug 2012	\$1,350
<i>James Sohn</i>	<i>Sept 2012</i>	<i>\$7,650</i>
Min S Kang	Sept 2012	\$6,000
Yeon Han	Sept 2012	\$1,350
James Sohn	Oct 2012	\$7,650
Min S Kang	Oct 2012	\$6,000
Yeon Han	Oct 2012	\$1,350
James Sohn	Nov 2012	\$7,650
Min S Kang	Nov 2012	\$6,000
Yeon Han	Nov 2012	\$1,350
James Sohn	Dec 2012	\$58,650
Min S Kang	Dec 2012	\$6,000
Yeon Han	Dec 2012	\$10,350
James Sohn	Jan 2013	\$7,650
Min S Kang	Jan 2013	\$6,000
Yeon Han	Jan 2013	\$1,350
James Sohn	Feb 2013	\$7,650
Min S Kang	Feb 2013	\$6,000
Yeon Han	Feb 2013	\$1,350
James Sohn	Mar 2013	\$7,650
Min S Kang	Mar 2013	\$6,000
Yeon Han	Mar 2013	\$1,350
Min S Kang	Mar 2013	\$40,000

Exhibit SoFA 6(b)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)**

In re:

**MIN SIK KANG and
MAN SUN KANG,**

Debtors.

**RAYMOND A. YANCEY
Chapter 11 Trustee**

and

**OFFICIAL COMMITTEE OF
UNSECURED CREDITORS,**

Plaintiffs,

v.

**YEON K. HAN,
JAMES Y. SOHN,
JINHEE CHOO,
SUNGKYUN LIM,
7 INVESTMENT LLC,
236 INVESTMENT GROUP LLC,
GRAND INVESTMENT LLC,
KI YOON,
SEUNG M. PARK,**

*

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**Case No. 10-18839-RGM
(Chapter 11)**

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Adversary No. 12-01496-RGM

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**HYO KYUNG PARK,
OK SOON YANG,
GRAND FORMATION, INC. and
GRAND CENTREVILLE, LLC,**

Defendants.

* * * * *

ORDER APPOINTING RECEIVER

This matter is before the Court upon the Plaintiffs’ *Emergency* Motion for Order Appointing Receiver, Or, in the Alternative, Preliminary Injunction pursuant to Federal Rules Of Civil Procedure 64 and 65, made applicable to this proceeding by Federal Rules of Bankruptcy Procedure 7064 and 7065 (the “Motion”). After careful consideration of the record, including the Motion and any responses thereto, the Court concludes that cause exists for a receiver to be appointed to take immediate possession, custody and control of the assets of Grand Centreville, LLC (“Grand Centreville”) and Grand Formation, Inc. (“Formation”) to protect and preserve the value of those assets. Accordingly, by the United States Bankruptcy Court for the Eastern District of Virginia (the “Court”), it is hereby **ORDERED, ADJUDGED AND DECREED**, that:

1. The relief sought in the Motion is hereby **GRANTED**.
2. As of the date of this Order (the “Effective Date”) Black Creek Consulting, Ltd. (“Black Creek”) is appointed as equity receiver (the “Receiver”) for Formation and Grand Centreville, including real property, personal property (including furniture, fixtures and equipment (“FF&E”)), and all other assets (including accounts (“Operating Accounts”) and general intangibles) of any and every kind, character and description wherever the same may be located or found of Formation and Grand Centreville (hereinafter, the “Receivership Assets”) and the Receivership Assets shall be subject to the exclusive control of the Receiver for the purpose of marshaling, preserving, accounting for such Receivership Assets in accordance with the provisions of this Order and subject to any and all further Orders of this Court.

3. Black Creek is hereby ordered and directed to take immediate possession, custody and control of the Receivership Assets and all books, records and other documents related thereto until further order of this Court.

4. James Sohn (“Sohn”), Yeon Han (“Han”), Formation and Grand Centreville, (together, the “Defendants”), and their employees, agents and representatives are hereby ordered to comply in all respects with the terms and conditions of this Receivership Order, and are enjoined and restrained from impeding or interfering in any manner with the exercise or enforcement by the Receiver of its rights, powers and duties hereunder with regard to the Receivership Assets or otherwise.

5. The Defendants and their employees, agents and representatives shall not: (a) enter into any contract, lease, agreement or other arrangement of any kind or character relating to the Receivership Assets; or (b) grant any security interest, lien, claim or other encumbrance in, to or against the Receivership Assets, and are hereby enjoined and restrained from engaging in any such conduct.

6. Absent prior approval of this Court, no creditor of the Defendants or other person or entity shall seek, create or perfect a security interest, lien, claim or other encumbrance in, to or against the Receivership Assets or levy or execute upon the Receivership Assets.

7. The Defendants and their employees, agents and representatives shall immediately deliver to the Receiver and its authorized agents, representatives and/or attorneys unrestricted physical possession, custody and control of the Receivership Assets and all books, records and other documents related thereto.

8. The Defendants and their employees, agents and representatives shall, within ten (10) days of the Effective Date, deliver to the Receiver and its authorized agents, representatives and/or attorneys: (a) a list of all creditors of the Grand Centreville and Formation, including, to the

extent known by the Defendants, the names, addresses, telephone numbers and email addresses of each such creditor and the amount(s) due each such creditor; and (b) a list of all tenants of the Shopping Center¹ together with their addresses, contact persons, monthly rent and other charges due; (c) a copy of each lease for the Shopping Center, a copy of the current rent roll for the Shopping Center and a list of all past due rent and other charges that are due from any tenant of the Shopping Center; (d) a current operating statement for the Shopping Center listing current revenues and expenses of the Shopping Center on a monthly basis; and (e) a list and description of all claims and causes of action that Grand Centreville and/or Formation hold against all persons and entities in connection with the Receivership Assets, including, to the extent known by Defendants, the names, addresses, telephone numbers and email addresses of each such person and entity, and the amount(s) due or alleged to be due from each such person and entity.

9. The Defendants shall cause, and the Receiver shall be authorized on the Defendants' behalf to cause, the Receiver and its authorized agents and representatives to be named as an additional insured on any existing insurance policies covering the Receivership Assets, and the Receiver is hereby authorized and empowered, in its discretion, to obtain insurance covering the Receivership Assets, and all such insurance expenses shall be deemed a normal, ordinary and necessary operating expense of the Receivership Assets.

10. The Receiver is authorized and empowered to use any surety bonds, letters of credit, cash deposits and similar existing arrangements securing any obligation owing by the Defendants to any third party in connection with the Receivership Assets.

11. All tenants, bailees or other persons or entities in possession of the Receivership Assets or any portion thereof shall attorn to the Receiver and until further order of this Court: (a) subject to the rights of the Grand Centreville Lender with respect to payments as may be required to any lockbox for such lender, shall tender to the Receiver or its duly authorized agents and

¹ All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

representatives, in immediately available funds, all present and future unpaid rents, revenues, profits, proceeds and other sums that are due and payable with respect to the Receivership Assets; and (b) are enjoined and restrained from paying to the Defendants or their employees, agents or representatives any such rents, revenues, proceeds or other sums generated or derived from the Receivership Assets.

12. The Defendants and their employees, agents and representatives are enjoined and restrained from collecting or receiving any rents, revenues, proceeds or other sums payable with respect to the Receivership Assets, and should the Defendants or any of their employees, agents and representatives come into possession of any such rents, revenues, proceeds or other sums payable with respect to the Receivership Assets after the Effective Date, the Defendants and their employees, agents and representatives shall immediately tender such rents, revenues, proceeds and other sums to the Receiver in immediately available funds.

13. The Receiver is hereby authorized and entitled to take all such actions and exercise all such discretion and authority as may be necessary or desirable in connection with the ongoing operation, maintenance, management, protection and preservation of the Receivership Assets, including, without limitation, all of the powers, rights and duties provided to receivers under applicable law, and the power and authority to:

- a. Enter upon and take immediate possession, custody and control of any and all of the Receivership Assets;
- b. Immediately take and maintain possession, custody and control of all documents, books, records, papers and accounts relating to the Receivership Assets;
- c. Exclude the Defendants, their employees, agents and representatives from the Receivership Assets (provided, however, that Sohn may enter the Property

during business hours following at least 48 hours advance notice to the Receiver, and accompanied by the Receiver or the Receiver's designee, solely for the purpose of inspecting the operations and conditions of the Property; and further provided that if the Receiver agrees, Sohn may enter the Property on less than 48 hours notice, and without accompaniment, for the limited purpose of shopping or dining at the businesses of tenants of the Property, but neither Sohn nor any family member shall hold themselves out as having any official role with respect to Formation, Grand Centreville or the Property);

- d. Manage and operate the Receivership Assets and utilize the rent collections and other collections from the Receivership Assets to maintain the Receivership Assets and pay any carrying costs for the same;
- e. Borrow monies secured by a first-priority priming lien upon the Receivership Assets for the purposes of maintaining, preserving, or enhancing the value of the Receivership Assets, provided that the Grand Centreville Lender, as defined in the Motion, and the Plaintiffs have consented, in writing, to the borrowings and the priming lien, and the court has approved such borrowings and liens;
- f. Maintain, preserve, and protect the Receivership Assets, including making repairs and alterations thereto, and utilize rent collections and other collections from the Receivership Assets to pay for the same;
- g. Insure the Receivership Assets from fire, theft, liability and other hazards under insurance policies in amounts and containing such terms that are acceptable to the Receiver and the Plaintiffs, and utilize rent collections and other collections from the Receivership Assets to pay for the same;

- h. Conduct, or, with the consent of the Plaintiffs, employ a marketing or leasing agent or agents to conduct, a marketing or leasing program with respect to all or any portion of the Receivership Assets;
- i. With the consent of the Plaintiffs, retain such professionals as the Receiver deems necessary and appropriate to market the Receivership Assets for the sale and sell some or all of the Receivership Assets, at their fair market value;
- j. With the consent of the Plaintiffs, take all such other steps that are necessary to evaluate a possible sale of all of the Receivership Assets at their fair market value; provided that the Receiver shall not enter into any contract for the sale of the Receivership Assets, including but not limited to the Shopping Center, out of the ordinary course of business without the consent of the Plaintiffs, and any such sale agreement shall be subject to the approval of the Court on noticed motion;
- k. Execute and deliver, in the name of the Defendants or in its own name such documents and instruments as are necessary or appropriate to consummate any transactions authorized by the Receivership Order, applicable law or otherwise;
- l. Enter into such ordinary course contracts, leases and other arrangements, whether for real or personal property, or tenancy agreements, under such terms and conditions as the Receiver, in its discretion, may deem appropriate or desirable;
- m. Collect and receive all present and future rents, profits, revenues and other proceeds arising from the Receivership Assets, subject to the rights of the Grand Centreville Lender with respect to any lockbox or assignment of rents;

- n. Pay all expenses (including, without limitation, real estate taxes, utility bills, maintenance and repair bills, insurance, etc.) and other charges incurred or due in connection with the Receivership Assets from rent collections and other amounts collected or received by the Receiver from or as a results of the Receivership Assets, as set forth in paragraph 15 of this Receivership Order;
- o. Eject tenants or repossess personal property, as provided by law, for breaches of the condition of their leases or other agreements;
- p. Sue for any unpaid rents and profits, payments, income or proceeds in the name of Grand Centreville;
- q. Maintain actions in forcible entry and detainer, ejectment for possession and actions for distress for rent;
- r. Compromise or give acquittance for rents and profits, payments, income or other proceeds that may become due in connection with the Receivership Assets;
- s. Undertake variances with respect to the Receivership Assets, or take other action with respect to zoning, land use and permitting matters, and enter into any agreement, document or arrangement in connection with the foregoing, provided that the Grand Centreville Lender and the Plaintiffs have consented to such actions, in writing, and with court approval;
- t. Oversee the maintenance and management of the Receivership Assets;
- u. Engage any accountants, real estate agents, attorneys, appraisers, engineers, experts, consultants, contractors, property managers, and/or other persons and professionals, as appropriate, in order to advise and assist the Receiver in carrying out its duties under the Receivership Order and/or appear in court or

other proceedings on the Receiver's behalf; provided that, prior to the engagement of a property manager for the Shopping Center, the Receiver must obtain the written consent of the Plaintiffs;

- v. Take all such further actions and enter into all such other agreements as the Receiver, in its professional discretion, deems appropriate or desirable to maintain, preserve, protect and maximize the value of the Receivership Assets.

14. Subject to the consent of the Plaintiffs, or order of this Court, the Receiver is authorized and empowered to employ and compensate such accountants, attorneys, appraisers, engineers, experts, consultants, contractors, property managers and other professionals as the Receiver may deem necessary or appropriate to the performance of its duties under this Receivership Order.

15. The Receiver shall submit to the Plaintiffs all invoices and bills for fees, costs and expenses incurred in the ordinary course of business in connection with the operation, maintenance, management, protection and preservation of the Receivership Assets, including without limitation, reasonable expenses required to put the Receivership Assets in a rentable and/or saleable market-ready condition or otherwise necessary to realize the value thereof. Upon the Plaintiffs' approval of such invoices and bills, the Receiver is authorized and empowered to pay, from the Receivership Assets, all such invoices and bills. The Receiver shall not be liable for any expenses incurred with regard to the Receivership Assets prior to the Receiver taking possession of the Receivership Assets, nor shall the Receiver be required to use the Receivership Assets for payments of any expenses incurred with regard to the Receivership Assets prior to the Effective Date. Notwithstanding the foregoing, the Receiver may, in its discretion, and upon the prior written consent of the Plaintiffs, pay those expenses which were incurred in the normal and ordinary course of business of the Receivership Assets prior to the Receiver taking possession of

the Receivership Assets if, and only if, the Receiver determines that payment of such pre-existing expense is necessary and critical to the ongoing operation, maintenance, management, protection and preservation of the Receivership Assets. Otherwise, no pre-existing expenses shall be paid by the Receiver. The Receiver shall not be required to perform under any contract or lease entered into in connection with the Receivership Assets prior to the date on which the Receiver assumes possession of the Receivership Assets.

16. The Receiver is further authorized to be compensated from the proceeds of operation of the Receivership Assets at the Receiver's customary hourly rate, plus reimbursement of all reasonable and necessary out-of-pocket expenses incurred by the Receiver in the discharge of its rights and obligations under the Receivership Order. Such amounts may be paid without order of the court with the consent of Plaintiffs and Sohn. Absent such consent, order of the court shall be required prior to payment.

17. The Receiver shall: (a) prepare a detailed accounting of all rents and revenues collected and fees and expenses paid for the previous month; and (b) file such accounting with the Court on a monthly basis, and provide a copy to the Plaintiffs, Sohn and Han.

18. The Receiver shall: (a) prepare a detailed business plan on a monthly basis; and (b) provide a copy of such business plans to the Plaintiffs, Sohn and Han the first of each month for which the business plan is prepared.

19. The Receiver shall take reasonable action to ensure that it complies with all laws applicable to the possession, use, occupancy, management, operation and maintenance of the Receivership Assets as provided under any laws of the United States, the Commonwealth of Virginia, and otherwise.

20. The Receiver and its professionals, agents, representatives, employees, affiliates, successors and assigns are discharged and released from all liability for any acts or omissions in

connection with the Receivership Order, the receivership estate established pursuant to this Receivership Order, the Defendants or the Receivership Assets, provided that such acts and omissions are made in good faith, without gross negligence or willful misconduct; and the Receiver is authorized to obtain such insurance coverage as it may deem reasonable to protect itself and its professionals, agents, representatives, employees, affiliates, successors and assigns against any claims and/or liability which are covered, or not covered, by the foregoing exculpation; and provided that any premiums or fees for such insurance shall be paid from the Receivership Assets and constitute a fees or expense of the receivership estate.

21. The Receiver and its professionals, agents, representatives, employees, affiliates, successors and assigns are hereby released and held harmless from and against any and all claims, liabilities, damages, fees, costs, expenses, and charges incurred or arising from their respective acts or omissions in connection with the Receivership Order, the receivership estate established pursuant to the Receivership Order, the Defendants and/or the Receivership Assets, except to the extent that this Court determines by a final and non-appealable judgment that such acts or omissions resulted solely from such person's bad faith, gross negligence or willful misconduct.

22. All fees and expenses of the Receiver (including, without limitation, the indemnification provisions set forth above) shall constitute a first lien and charge against the Receivership Assets, with senior priority ahead of all other security interests and liens other than the security interests and liens of the Grand Centreville Lender.

23. The Receiver shall file a bond in the amount of \$1 million in this case within five (5) business days following the Effective Date, or such later date as authorized by this Court.

24. The Receiver is hereby authorized and empowered, in its sole discretion, to resign its office as Receiver by providing not less than thirty (30) days written notice to counsel for the Plaintiffs, and by filing such notice with this Court.

25. The Receiver is hereby authorized and empowered to cause a copy of the Receivership Order to be recorded in all applicable land records.

26. This Court shall retain jurisdiction and supervision of all matters concerning the Receiver, the Receivership Order, the receivership estate created by the Receivership Order, and the Receivership Assets, and authorizes and empowers the Receiver to seek further instructions and additional authority and/or direction from this Court upon written notice to counsel for the Plaintiffs, and the Defendants.

Entered: Jun 3 2013

/s/ Robert G. Mayer
United States Bankruptcy Judge

Entered on Docket: Jun 3 2013

WE ASK FOR THIS:

/s/ Bradford F. Englander

WHITEFORD, TAYLOR & PRESTON L.L.P.

Bradford F. Englander (VSB #36221)

Christopher A. Jones (VSB #40064)

3190 Fairview Park Drive, Suite 300

Falls Church, Virginia 22042

(703) 280-9081

(703) 280-3370 (facsimile)

*Counsel for the Official Committee of Unsecured Creditors
And Special Counsel to Raymond A. Yancey, Chapter 11 Trustee*

SEEN AND AGREED:

/s/ Madeline A. Trainor

Madeline A. Trainor (VSB # 18531)

CYRON & MILLER LLP

100 N. Pitt Street, Suite 200

Alexandria, Virginia 22314

(703) 299-0600

(703) 299-0603 (facsimile)

*Counsel for James Y. Sohn, and
Special counsel solely for the purposes
Of This Motion, for Grand Formation, Inc.
And Grand Centreville, LLC*

/s/ John T. Donelan

John T. Donelan (VSB #18049)

125 South Royal Street

Alexandria, Virginia 22320

(703) 684-7555

(703) 684-0981 (facsimile)

Counsel for Yeon K. Han

LOCAL RULE 9022-1(C)(1) CERTIFICATION

In accordance with Local Rule 9022-1(C)(1), the foregoing proposed order has been endorsed by
or served upon all necessary parties.

/s/ Bradford F. Englander

Bradford F. Englander

2048316



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

NOTICE OF VIOLATION Virginia Maintenance Code

DATE OF ISSUANCE: July 22, 2013

METHOD OF SERVICE: OFFICE OF THE SHERIFF

LEGAL NOTICE ISSUED TO: Grand Centreville LLC
c/o Eryong Moon, Registered Agent
ADDRESS: 7617 Little River Turnpike Suite 930
Annandale, VA 22003

LOCATION OF VIOLATION: 13860A Braddock Road (Nuborn Pocha Restaurant)
Centreville, Virginia 20121-0000

TAX MAP REF: 54-4 ((28)) 129

CASE #: 201305038 SR #: 96873

POTENTIAL CIVIL PENALTIES PURSUANT TO FAIRFAX COUNTY

CODE § 61-7-1(B): Maintenance Code Violation(s)	First Offense	Each Subsequent Offense
§VMC 305(3)	\$ 100.00	\$ 150.00
§VMC 305(4)	\$ 100.00	\$ 150.00
§VMC 504(1)	\$ 100.00	\$ 150.00
§VMC 603(3)	\$ 100.00	\$ 150.00
§VMC 603(4)	\$ 100.00	\$ 150.00
§VMC 605(1)	\$ 100.00	\$ 150.00
§VMC 702(1)	\$ 100.00	\$ 150.00
TOTAL:	\$ 700.00	\$ 1050.00

Dear Registered Agent:

Please forward a copy of this notice to your client. In accordance with the Virginia Maintenance Code (Part III of the Uniform Statewide Building Code-2009 Edition), an inspection on June 28, 2013 revealed violations as listed below at the referenced location. The cited violations must be corrected within 30 days from receipt of this notice unless otherwise indicated.

Department of Code Compliance
12055 Government Center Parkway, Suite 1016
Fairfax, Virginia 22035-5508
Phone 703-324-1300 Fax 703-324-9346
www.fairfaxcounty.gov/code

*Faxed to
Deonides May 27
7-24-13
301-658-25*

Grand Centreville LLC
c/o Ilryong Moon, Registered Agent
July 22, 2013
SR 96873
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Violation: INTERIOR SURFACES VMC 305.3. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking, or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected. *Tenant*

Location of Violation: 13860A Braddock Road (Nuborn Pocha Restaurant)

Work to be Performed: Repair all water leaks in ceiling damaging drywall and light fixtures in order to be in substantial conformance with VMC 305.3. *T*

Violation: STAIRS AND WALKING SURFACES VMC 305.4. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair. *T*

Location of Violation: 13860A Braddock Road (Nuborn Pocha Restaurant)

Work to be Performed: Repair all damaged flooring and remove all obstructions in walkway in order to be in substantial conformance with VMC 305.4. *T*

Violation: PLUMBING SYSTEMS/FIXTURES GENERAL: VMC 504.1. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition. *T*

Location of Violation: 13860A Braddock Road (Nuborn Pocha Restaurant)

Work to be Performed: Repair all plumbing leaks in order to be in substantial conformance with VMC 504.1. *T*

Violation: CLEARANCES VMC 603.3. All required clearances to combustible materials shall be maintained. *T*

Location of Violation: 13860A Braddock Road (Nuborn Pocha Restaurant)

Work to be Performed: Remove all obstructions to establishing proper clearance around fuel fired water heater in order to be in substantial conformance with VMC 603.3. *T*

Violation: SAFETY CONTROLS VMC 603.4. All safety controls for fuel-burning equipment shall be maintained in effective operation. *T*

Location of Violation: 13860A Braddock Road (Nuborn Pocha Restaurant)

Grand Centreville LLC
c/o Ilryong Moon, Registered Agent
July 22, 2013
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Work to be Performed: Repair all safety controls on fuel fired water heater in order to be insubstantial conformance with VMC 605.4. T

Violation: INSTALLATION VMC 605.1. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. T

Location of Violation: 13860A Braddock Road (Nubom Pocha Restaurant)

Work to be Performed: Cease use of all ~~extension cords~~ throughout, repair electric service to emergency exit sign, remove all obstructions to direct access to electrical service panel in order to be insubstantial conformance with VMC 605.1. T

Violation: MEANS OF EGRESS GENERAL VMC 702.1. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code. T

Location of Violation: 13860A Braddock Road (Nubom Pocha Restaurant)

Work to be Performed: Remove all items obstructing direct access to emergency exit in order to be in substantial conformance with VMC 702.1. T

All repairs, alterations, and/or additions must be made in accordance with applicable laws. Any additional violations that may appear as work progresses will require correction.

Information about obtaining any necessary permits required by other Fairfax County agencies may be obtained by calling (703)222-0801 and requesting the appropriate department. The owner of a building or structure, or the owner's agent or any other person involved in the use of the subject building or structure may appeal a decision of the Code Official concerning the application of the Virginia Maintenance Code to such building or structure and may also appeal a refusal by the Code Official to grant a modification to the provisions of this code pertaining to such building or structure. Applications for appeals shall be submitted in writing to the Fairfax County Board of Building and Fire Prevention Code Appeals within 14 calendar days of the decision being appealed. Appeal application forms may be obtained by contacting:

Fairfax County Board of Building and Fire Prevention Code Appeals
Attention: Secretary to the Fairfax County Board of Building and Fire Prevention Code Appeals
Department of Public Works and Environmental Services
12055 Government Center Parkway, Suite 444
Fairfax, VA 22035-5504
Phone: (703)324-1780

Grand Centreville LLC
c/o Hyong Moon, Registered Agent
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Information and forms can also be obtained at:
http://www.fairfaxcounty.gov/dpwes/publications/codernods_appeals.htm

Failure to submit an application for appeal within the time limit established shall constitute acceptance of the Code Official's decision.

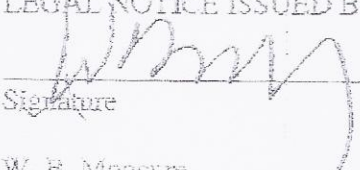
The Fairfax County Board of Building and Fire Prevention Code Appeals shall meet within 30 calendar days after the date of receipt of the application for appeal.

A follow-up inspection will be made at the expiration of the time period outlined in this Notice. Failure to comply with the Notice will result in the initiation of appropriate legal action to gain compliance with the Virginia Maintenance Code which can result in court ordered sanctions or civil penalties. Civil penalties may be ordered in the amount of \$100.00 for each violation cited herein for the first violation and \$150.00 for each subsequent violation cited herein per day totaling up to \$4,000.00 in accordance with Fairfax County Code § 61-7-1(B).

In accordance with the code, the owner or person to whom this notice of violation has been issued is responsible for contacting me within the time frame established for any re-inspections to assure the violations have been corrected.

If you have any questions, would like to schedule an appointment to meet with an investigator, or schedule a follow up inspection, please contact me directly at (703)324-1335. For any other questions, contact our main office at (703)324-1300.

LEGAL NOTICE ISSUED BY:


Signature

W. B. Moncre
Code Compliance Investigator
(703)324-1335

TAVENNER & BERAN, PLC

ATTORNEYS AT LAW

Lynn L. Tavenner
EMAIL: LTAVENNER@TB-LAWFIRM.COM

20 NORTH EIGHTH STREET, SECOND FLOOR
RICHMOND, VIRGINIA 23219
TELEPHONE: (804) 783-8300
FACSIMILE: (804) 783-0178

FILE NUMBER:

August 1, 2013

Michael L Schuett, Principal
Black Creek Consulting, Ltd
P.O. Box 422
Crownsville, MD 21032

Re: Retention Agreement— Grand Centreville, LLC

Dear Mr. Schuett:

Thank you for retaining Tavenner & Beran, PLC (“Tavenner & Beran”) to assist Grand Centreville, LLC (the “Company”) in connection with corporate restructuring, including but not limited to Chapter 11 reorganization. Please note that we are unable to represent any other party, including the receiver individually, officers, directors and/or equity owners of the Company, all of which parties should rely upon separate counsel. This letter will describe this firm’s engagement by the Company and our billing practices.

To the extent necessary and appropriate, Tavenner & Beran’s services to the Company will include:

1. representing and advising the Company in connection with matters concerning restructuring;
2. representing and advising the Company in connection with its obligations to secured creditors, unsecured creditors and other parties in interest;
3. assisting the Company with restructuring, in the context of an out-of-court reorganization and/or Chapter 11 reorganization proceedings; and
4. in the context of an in-court reorganization/liquidation:
 - (a) preparing and filing (based upon information provided by the Company) schedules of assets and liabilities, statement of financial affairs, and other pleadings necessary for the filing of a Chapter 7 or 11 petition;
 - (b) representing and advising the Company in seeking court approval for the use of cash collateral and/or other financing alternatives;

Michael L Schuett, Principal
Black Creek Consulting, Ltd
August 2, 2013
Page 2 of 4

(c) representing and advising the Company in opposing complaints filed by creditors seeking relief from the automatic stay against any act or proceeding to enforce a lien against the Company's property or to continue any action against the Company;

(d) representing and advising the Company in connection with the enforcement of any violation of the automatic stay by creditors in possession of the Company's property;

(e) representing and advising the Company in all proceedings and negotiations relating to the assumption, rejection and assignment of leases and other executory contracts to which the Company is a party;

(f) representing and advising the Company in all proceedings and negotiations relating to the sale and/or refinancing of assets;

(g) assisting the Company in formulating, preparing and filing plan(s) of reorganization under Chapter 11 and in preparing disclosure statement(s) and related documents and pleadings;

(h) representing and advising the Company in the prosecution and recovery of any preferential payments and in other avoidance actions; and

(i) representing and advising the Company in all matters not specified above in connection with the Chapter 11 and/or 7 cases and related proceedings.

Notwithstanding anything to the contrary herein, Tavenner & Beran will not provide any tax advice to the Company but will coordinate with any tax advisor the Company may retain as special counsel in connection with bankruptcy related implications.

Our services will be charged at the firm's hourly rates, which currently range from \$375 to \$385 per hour for attorneys and \$105 for paralegals. The hourly rates are based upon many factors including the abilities, experience and reputation of the individual attorneys of the firm. The primary individuals (and their respective current billing rates) that will work on this matter are:

Lynn L. Tavenner (partner) - \$385/hour
Paula S. Beran (partner) - \$375/hour
David L. Leadbeater (paralegal) - \$105/hour

Michael L Schuett, Principal
Black Creek Consulting, Ltd
August 2, 2013
Page 3 of 4

The Company shall pay all costs incurred in connection with the representation, including, without limitation, filing fees, expert witness fees, accountants charges, etc. The firm shall be not be obligated to advance or incur costs on behalf of the Company but, if we should elect to do so, Tavenner & Beran shall have the right to be reimbursed for the same. In addition, Tavenner & Beran shall be entitled (subject to bankruptcy court approval, if necessary, as discussed below) to expense reimbursement as follows: \$.20 per copy for in-house copies; actual costs incurred for out-sourced copies; \$1.00 per page for facsimiles; actual costs incurred for long distance phone charges; actual costs incurred for mail or other delivery mechanisms; actual costs incurred in connection with meals and other business related expenses; and legal rate of mileage reimbursement prescribed by the Internal Revenue Service.

In accordance with the Local Rules of the United States Bankruptcy Court (the "Bankruptcy Court"), the Federal Rules of Bankruptcy Procedure and any orders entered by the Bankruptcy Court with respect to fees, Tavenner & Beran will make periodic application for payment of fees and expenses incurred and thereafter request payment of the same from the Company. Upon the conclusion of the case, Tavenner & Beran will make final application for fees and costs advanced and seek payment of the same from the Company. If payment is not made in accordance with any portion of the arrangement set out in this letter, Tavenner & Beran reserves the right to suspend or terminate our services and withdraw from the representation, subject to the requisite approval of the Bankruptcy Court. Of course, the Company may terminate our representation at any time.

Upon the completion of our representation, the Company's files will be closed and indexed for storage. We will keep the Company files in long-term storage for three years thereafter. After three years, the files will be destroyed unless the Company instructs, in writing, otherwise. At the conclusion of the representation the Company should inform us if it wishes to have its papers and/or property returned before the files are processed for long-term storage.

We look forward to our relationship with the Company. Please sign this letter and return it to me so that we may begin work on this engagement. If you have any questions regarding this letter or our representation, please contact me. We look forward to working with you.

Very truly yours,

/s/ Lynn L. Tavenner


Lynn L. Tavenner

LLT/slt

Michael L Schuett, Principal
Black Creek Consulting, Ltd
August 2, 2013
Page 4 of 4

Accepted this 1st day of August, 2013 by:

GRAND CENTREVILLE, LLC

By: 

Michael L. Schuett, Principal
Black Creek Consulting, Ltd.,
the Court Appointed Receiver of
Grand Formation, Inc. And
Grand Centreville, LLC