



("MAPI"). On January 23, 2008, MAPI filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code.

2. The members of MAPI are 4S Development Limited, LLLP ("4S"); Grassy Creek Holding Company, LLC ("Grassy Creek"); Oasis Development, LLC ("Oasis"); and Robinson & Sons, LLC ("Robinson").

3. Oasis is an Oklahoma limited liability company. In turn, the members of Oasis are FSB Development Capital, LLC, an Oklahoma limited liability company ("FSB Development") and RK Enterprises, LLC, an Oklahoma limited liability company ("RK Enterprises").

4. On information and belief, the manager of FSB Development is Global Industrial Management, LLC, an Oklahoma limited liability company ("Global"). On information and belief, F. Don Anderson ("Anderson") is an officer of Global.

5. On information and belief, the officers of Oasis and FSB Development include Anderson as Vice President and Paul H. Doughty ("Doughty") as President.

6. Altus Ventures, LLC is an Oklahoma limited liability company ("Altus Ventures"). Officers of Altus Ventures are Anderson as Vice President and Doughty as President.

7. FSB Bancorp, Inc. is an Oklahoma corporation ("FSB Bancorp"). FSB Bancorp is a holding company which in turn owns and/or controls, among other things, First State Bank of Altus, an Oklahoma bank ("FSB Altus"); Altus Ventures; Global; FSB Development; and Oasis.

8. Anderson is a citizen of the State of Oklahoma.

9. William F. Grissom ("Grissom") is a citizen of the State of Oklahoma.

#### **JURISDICTION AND VENUE**

10. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1334(b), 157(a) and 157(b) and 11 U.S.C. § 105(a).

11. This proceeding is a core proceeding under the provisions of 28 U.S.C. § 157(b)(2). To the extent any of the claims for relief stated herein are deemed to be non-core proceedings, MAPI consents to the entry of final orders or judgment by the Bankruptcy Court.

12. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409(a).

#### **GENERAL ALLEGATIONS**

13. At the beginning of 2006, 4S and Grassy Creek owned substantial tracts of real estate in Hayden, in Routt County, Colorado, which they intended to develop (the

“Properties”). The Properties included Mt. Harris at Grassy Creek, which was owned by Grassy Creek, and the Villages at Hayden and Hidden Springs Ranch, which were owned by 4S.

14. In the Spring of 2006, 4S and Grassy Creek were approached by individuals from Oklahoma acting on behalf of venture capital funds which, it was represented, could provide funding to develop the Properties and provide financial and accounting support for the project. These individuals held themselves out as representatives of an affiliate of FSB Bancorp, Altus Ventures.

15. As alleged above, FSB Bancorp owned and/or controlled the bank FSB Altus. The affiliation of Altus Ventures with FSB Bancorp and FSB Altus gave Altus Ventures credibility with 4S and Grassy Creek.

16. Before MAPI was formed, the representatives of Altus Ventures brought Robinson Construction, Inc. (“Robcon”), to the proposed deal. Robcon is a construction contractor, and an affiliate of Robinson. The representatives of Altus Ventures and Robcon represented that Robcon would provide construction services to MAPI to develop the infrastructure for the Properties and would make its credit available to MAPI.

17. MAPI was formed in or about May 2006.

18. When MAPI was formed, another affiliate of FSB Bancorp was made the member in lieu of Altus Ventures. This affiliate was Oasis.

19. Further, when MAPI was formed, an affiliate of Robcon was made a member of MAPI in lieu of Robcon. This affiliate was Robinson.

20. Pursuant to MAPI’s Operating Agreement effective May 19, 2006 (the “Operating Agreement”), the membership interests in MAPI are as follows: 4S, 46.76%; Grassy Creek, 14.25%; Oasis, 23.58%; and Robinson, 15.41%.

21. In 2006, following execution of the Operating Agreement, 4S and Grassy Creek contributed land to MAPI worth more than \$21.5 million. Oasis has contributed \$0. Instead, Oasis merely “arranged loans” to MAPI through its affiliated and related entities. Oasis is now seeking to foreclose on those loans through its affiliated and related entities.

22. Based on the value of the land contributed to MAPI by 4S and Grassy Creek and the percentage membership interests in MAPI they received as reflected in the Operating Agreement, Oasis should have contributed capital in excess of \$8.3 million, and Robinson should have contributed capital in excess of \$5 million.

23. Although Oasis is a minority member of MAPI, Oasis and its affiliates controlled MAPI from its inception through August 2, 2007. This control was evident in every way including day-to-day management, financial reporting, accounting and the location of the principal offices.

24. Pursuant to the Operating Agreement, MAPI was managed by four managers. Two of the managers were representatives of Oasis, one was a representative of 4S and one was a representative of Grassy Creek. The two managers who represented Oasis were F. Don Anderson ("Anderson") and Robert Keys ("Keys"). The manager representing 4S was Shane Sills. The manager representing Grassy Creek was Roger Johnson.

25. In addition to the managers, Oasis had control of MAPI by a majority of its officers. From May 2006 to August 2007, the President and Chief Executive Officer of MAPI was Anderson and the Chief Financial Officer was William R. Grissom ("Grissom"). Both Anderson and Grissom were representatives of Oasis or its affiliates. The only other officer was Ron Sills, a representative of 4S, as Senior Vice President.

26. Oasis, along with its affiliates FSB Development, and FSB Altus handled accounting and all other fiscal matters, including bookkeeping, payroll and taxes for MAPI by utilizing their own resources and the services of their own in-house CPA, Grissom, and his staff.

27. In or about July 2006, MAPI began operations. Among other things, Robcon commenced earthwork on certain of the Properties on behalf of MAPI.

28. Upon information and belief, from May 2006 to October 2006, MAPI's operations were funded by three separate loans - two from Altus Ventures and one from FSB Development. The loans are evidenced as follows:

a. a promissory note from MAPI in favor of Altus Ventures, dated October 18, 2006, in the amount of \$510,000 (the "1<sup>st</sup> Altus Note");

b. a promissory note from MAPI in favor of Altus Ventures, dated October 25, 2006, in the amount of \$1 million (the "2<sup>nd</sup> Altus Note");

c. a promissory note from MAPI in favor of FSB Development, dated October 31, 2006, in the amount of \$2,800,000 (the "FSB Note").

29. Upon information and belief, the proceeds of these loans were used by MAPI to pay office, administrative and payroll expenses along with professional fees and expenses including legal, engineering, planning, surveying, architectural and marketing fees.

30. The 1<sup>st</sup> Altus Note is executed by Anderson on behalf of MAPI. Anderson was at the same time an officer of Altus Ventures.

31. The 2<sup>nd</sup> Altus Note is executed by Anderson on behalf of MAPI. No notice of the 2<sup>nd</sup> Altus Note was provided to non-Oasis affiliated managers or members of MAPI. Both the 1<sup>st</sup> and 2<sup>nd</sup> Altus Notes were written as "due on demand" notes.

32. The FSB Note was also executed on behalf of MAPI by Anderson. Here too Anderson was an officer of FSB Development. No notice of the FSB Note was

provided to non-Oasis affiliated managers or members of MAPI. The FSB Note was a "due on demand" note.

33. Upon information and belief, on or about December 31, 2006, Anderson and/or Grissom, caused MAPI to pay Altus Ventures \$500,000. No notice of this payment was provided to non-Oasis affiliated managers or members of MAPI.

34. Upon information and belief, during January 2007, Anderson and/or Grissom caused MAPI to make two additional payments to Altus Ventures in the combined amount of \$520,000.

35. The total amount paid by MAPI to Altus Ventures from December 31, 2006, to January 31, 2007, was \$1,020,000. No notice of these payments was provided to non-Oasis affiliated managers or members of MAPI.

36. In order to acquire and construct lots and homes at the Villages of Hayden, in September 2006, MAPI entered into a loan agreement with Vectra Bank Colorado, National Association ("Vectra"), pursuant to which Vectra agreed to loan MAPI up to \$3.225 million. In addition, Vectra agreed to make additional construction loans to MAPI up to the aggregate amount of \$1 million through separate revolving lines of credit (collectively, the "Vectra Loans").

37. The Vectra loan agreements were signed on behalf of MAPI by Anderson as its President and manager, and on behalf of Vectra by its Market President, David P. Bruni ("Bruni").

38. The Vectra loan agreements were secured by deeds of trust, UCC financing statements and personal guaranties.

39. Upon information and belief, less than six months after MAPI entered into the Vectra Loans, in March 2007, Anderson purported to hire Bruni as president of MAPI. Contrary to the Operating Agreement, Anderson went so far as to submit an employment agreement to Bruni without notifying, discussing or seeking approval of MAPI's other managers or members.

40. Upon information and belief, MAPI, at the direction of Anderson, paid Bruni a \$100,000 signing bonus.

41. Upon information and belief, MAPI at the direction of Anderson paid Bruni approximately \$105,000 in wages.

42. Upon information and belief, Anderson, Bruni and Grissom devised an executive bonus plan which would distribute 10% of MAPI's pre-tax dollars pursuant to which mainly managers and officers affiliated with Oasis were eligible.

43. Upon information and belief, MAPI at the direction of Anderson and/or Grissom paid consulting fees to Altus Ventures in the six-month period from January 1,

2007 to June 30, 2007, the amount of \$322,985. No notice of these payments was provided to non-Oasis affiliated managers or members of MAPI.

44. In October 2006, MAPI began making sales of finished lots in Mt. Harris.

45. Upon information and belief, on or about November 4, 2006, Anderson, on behalf of MAPI, executed a memorandum of understanding (the "PCG MOU") with an investment advisory firm and securities broker-dealer affiliated with Keys, called the Private Consulting Group ("PCG"). The PCG MOU is in essence a buy-back scheme between members of PCG, an un-identified lending bank and MAPI.

46. Pursuant to the PCG MOU, a buyer through PCG agreed to purchase a lot at the Mt. Harris project by making a down payment in the amount of \$70,000 and executing a note and deed of trust to an un-identified lending bank for eighty percent (80%) of the purchase price.

47. Under the PCG MOU, MAPI, at Anderson's direction and control, agreed to carry the balance of the purchase price on the same term and interest as the lending bank's note. MAPI would be secured by a second deed of trust and MAPI's note would be non-recourse. MAPI further agreed to pay the principal and interest payments on the first mortgage and the MAPI loan for each lot until the sale of the lot or reconveyance from the PCG member.

48. Further, under the PCG MOU, a purchaser would convey the lot to a newly-formed Colorado limited liability company in exchange for an equal equity interest in the LLC. MAPI agreed to then market the lot. If the lot was then eventually sold, the proceeds would be distributed to pay (i) the lending bank; (ii) the newly-formed LLC in amount equal to two times the down payment, plus all interest payments (paid by MAPI), plus all taxes paid; and (iii) MAPI the amount of its second mortgage plus any amount paid by MAPI as principal on the lending bank's first mortgage.

49. Upon information and belief, FSB Altus acted as the lending bank for many of the first mortgages entered into under the PCG MOU.

50. Upon information and belief, persons and entities affiliated and related to Oasis, including without limitation Doughty and Global, purchased lots under the PCG MOU program.

51. Upon information and belief, MAPI, at Anderson's direction, refunded or kicked back certain down payments made by lot purchasers under the PCG MOU. No notice of these refunds or kickbacks was provided to non-Oasis managers or members of MAPI.

52. Upon information and belief between May 19, 2006 and August 2, 2007, MAPI purportedly sold the following lots and generated the following revenues:

a. Eighteen 35-acre lots at Mt. Harris at an average price of \$675,000 per lot for a total of approximately \$12,150,000.

b. Five 5-acre lots at Hidden Springs at an average price of \$185,000 per lot for total of approximately \$927,000.

c. Ten Villages of Hayden lots at an average price of \$50,000 per lot for a total of approximately \$500,000.

53. The total gross sales by MAPI from May 19, 2006, to August 2, 2007, were approximately \$13,577,000. Anderson and Grissom failed to account for these revenues along with the disbursements of loan proceeds and the payment of expenses. Furthermore, Anderson and Grissom, failed to provide information to the managers or members, including expenditures, budgets or forecasts.

54. On August 2, 2007, 4S and Grassy Creek, as majority members of MAPI, convened a meeting of the members. At that meeting, additional managers were elected pursuant to the Operating Agreement.

55. On Monday August 6, 2007, a meeting of the managers of MAPI was held, including the new managers, and it was decided to initiate a full review of MAPI's financial books and records, in order to determine if there had been any breach of fiduciary duty, willful misconduct, or gross negligence on the part of FSB Development, Oasis, and their representatives and affiliates.

56. Within two weeks after the appointment of the additional managers, Anderson and Keys resigned as managers of MAPI.

57. Within three weeks after the election of the additional managers, Robcon filed mechanics' liens on three of the Projects for a total amount of approximately \$5 million.

58. On December 14, 2007, Anderson on behalf of Altus Ventures demanded that MAPI pay the 1<sup>st</sup> and 2<sup>nd</sup> Altus Notes in full. The total payment demanded was \$561,947.01. If full payment were not made within two weeks, by December 31, 2007, Anderson on behalf of Altus Ventures notified MAPI that they "shall take legal and other actions deemed necessary or appropriate to protect our interests, i.e., foreclose and liquidation of collateral."

59. On January 17, 2008, Anderson on behalf of FSB Development demanded that MAPI pay in full the FSB Note. The amount demanded was \$3,128,786.11. If payment were not made within two weeks, by January 31, 2008, Anderson on behalf of FSB Development informed MAPI that they "shall take legal and other actions deemed necessary or appropriate to protect our interests, i.e., foreclose and liquidation of collateral."

60. The preliminary investigation by the new managers of MAPI into the conduct of defendants revealed a number of instances of willful misconduct, including the following:

- a. refunding, or kicking back to buyers associated with defendants the down payments of those buyers on the purchase of lots, or by causing those refunds or kickbacks to occur;
- b. paying Anderson, or causing him to be paid, for consulting fees;
- c. paying Grissom, or causing him to be paid, for consulting fees;
- d. paying Global, or causing it to be paid, apparently as a signing bonus for Bruni;
- e. paying money to Oasis, or causing it to be paid;
- f. paying money to Altus Ventures, or causing it to be paid;
- g. using money of MAPI for a deposit on a luxury condominium and a fractional ownership in a condominium for personal use; and
- h. transferring the proceeds from the sale of at least one lot to FSB Development.

**FIRST CLAIM FOR RELIEF  
(Recharacterization, against FSB Development)**

61. MAPI incorporates by reference the allegations in paragraphs 1 through 60, above.

62. At all relevant times, FSB Development was an insider and/or a fiduciary of MAPI by virtue of its role as a member and manager of Oasis, which is a member of MAPI and whose representative Anderson was a manager of MAPI and President and Chief Executive Officer of MAPI.

63. As alleged above, on or about October 31, 2006, FSB Development loaned \$2.8 million to MAPI.

64. At the time, MAPI was not sufficiently capitalized, specifically as to working capital.

65. As a result, the October 2006 loan from FSB Development to MAPI in the amount of \$2.8 million should be recharacterized as a capital contribution instead of a loan.

**SECOND CLAIM FOR RELIEF  
(Equitable Subordination: 11 U.S.C. § 510(c), against FSB Development)**

66. MAPI incorporates by reference the allegations in paragraphs 1 through 65, above.

67. FSB Development, as an insider, has engaged in inequitable conduct toward MAPI, including breach of fiduciary duty.

68. Such inequitable conduct injured MAPI and other creditors and gave FSB Development an unfair advantage relative to MAPI and the other creditors of MAPI.

69. The foregoing actions by FSB Development constitute inequitable conduct sufficient to justify equitable subordination of FSB Development's claim against MAPI.

70. The subordination of the claim of FSB Development is not inconsistent with the Bankruptcy Code.

**THIRD CLAIM FOR RELIEF**  
**(Recharacterization, against Altus Ventures)**

71. MAPI incorporates by reference the allegations in paragraphs 1 through 70, above.

72. At all relevant times, Altus Ventures was an insider and/or a fiduciary of MAPI by virtue of its relationship with Oasis, which is a member of MAPI and whose representative, Anderson, was a manager of MAPI and was President and Chief Executive Officer of MAPI.

73. As alleged above, on or about October 18, 2006, Altus Ventures loaned \$510,000 to MAPI.

74. As alleged above, within a week, on or about October 25, 2006, Altus Ventures loaned \$1 million to MAPI.

75. At the time, MAPI was not sufficiently capitalized, specifically as to working capital.

76. As a result, the October 2006 loans from Altus Ventures to MAPI should be recharacterized as capital contributions on behalf of Oasis, instead of loans.

**FOURTH CLAIM FOR RELIEF**  
**(Equitable Subordination: 11 U.S.C. § 510(c), against Altus Ventures)**

77. MAPI incorporates by reference the allegations in paragraphs 1 through 76, above.

78. Altus Ventures, as an insider, has engaged in inequitable conduct toward MAPI, including breach of fiduciary duty or conspiring to or aiding and abetting breach of fiduciary duty.

79. Such inequitable conduct injured MAPI and other creditors and gave Altus Ventures an unfair advantage relative to MAPI and the other creditors of MAPI.

80. The foregoing actions by Altus Ventures constitute inequitable conduct sufficient to justify equitable subordination of Altus Ventures' claims against MAPI.

81. The subordination of the claims of Altus Ventures is not inconsistent with the Bankruptcy Code.

**FIFTH CLAIM FOR RELIEF**  
**(Accounting, against Anderson, Grissom,**  
**FSB Development, RK Enterprises, and Oasis)**

82. MAPI incorporates by reference the allegations in paragraphs 1 through 81, above.

83. MAPI is entitled to an accounting for the period of time during which MAPI was controlled by representatives of FSB Development, RK Enterprises, and Oasis, including assets and liabilities, income and expenses, the resulting profits or losses, and the amount of any profit remaining and, if the accounting establishes that defendants took assets to which they were not entitled and/or were not authorized to take, MAPI should be awarded judgment against them for those amounts.

**SIXTH CLAIM FOR RELIEF**  
**(Breach of Fiduciary Duty, against Anderson, Grissom,**  
**FSB Development, Oasis, Altus Ventures, and FSB Bancorp)**

84. MAPI incorporates by reference the allegations in paragraphs 1 through 83, above.

85. As alleged above, representatives of FSB Development and Oasis served as President and Chief Executive Officer and Chief Financial Officer of MAPI, namely, Anderson and Grissom.

86. Under the Operating Agreement for MAPI, a number of specific types of transactions require approval of a majority of the managers. These transactions included (a) any transaction or series of similar transactions between MAPI and any member or manager or an affiliate of a member or manager, including the setting of compensation of any such related or affiliated party; (b) any pledge, mortgage, encumbrance or hypothecation of any assets of MAPI which exceeds by more than 10% the amount authorized in the budget portion of MAPI's annual budget; and (c) any sale of an asset of MAPI, except the sale of lots, dwellings and condominium units in the ordinary course of business.

87. Further, the Operating Agreement provides that members, managers, officers, employees, agents, and affiliates of the members are liable to MAPI for any loss or damage resulting from errors in judgment or any acts or omissions that constitute willful misconduct or gross negligence, and it imposes on all such persons a duty to act in good faith and in a manner believed to be in the best interests of MAPI.

88. The Colorado Limited Liability Company Act, which governs MAPI, provides that each member and each manager shall discharge the member's or manager's duties to the limited liability company and exercise any rights consistently with the contractual obligations of good faith and fair dealing. Section 7-80-404(3), C.R.S. (2008).

89. In addition, the officers and managers of MAPI owe fiduciary duties to MAPI, including fiduciary duties of loyalty and candor.

90. Anderson, Grissom, FSB Development, and Oasis breached their fiduciary duties to MAPI in various respects, including:

- a. By entering into the PCG MOU;
- b. By refunding or kicking back to buyers associated with defendants the down payments of those buyers on the purchase of lots, or by causing those refunds or kickbacks to occur;
- c. By the handling of the loans from FSB Development and its affiliate Altus Ventures;
- d. By paying Anderson, or causing him to be paid, for consulting fees;
- e. By paying Grissom, or causing him to be paid, for consulting fees;
- f. By paying Global, or causing it to be paid, apparently as a signing bonus for Bruni;
- g. By paying money to Oasis, or causing it to be paid;
- h. By paying money to Altus Ventures, or causing it to be paid;
- i. By using money of MAPI for a deposit on a luxury condominium and a fractional ownership in a condominium for personal use; and
- j. By transferring the proceeds from the sale of at least one lot to FSB Development.

91. The acts and omissions of defendants as alleged herein were not in good faith and constitute willful misconduct and/or gross negligence.

92. As a result of defendants' breaches, MAPI has incurred damages in an amount to be proved at trial.

93. Defendants' acts and omissions have been attended by circumstances of fraud, malice, or willful or wanton conduct, and thereby justify an award of punitive damages.

94. Alternatively or additionally, FSB Development, Oasis, Altus Ventures, and FSB Bancorp are liable for these breaches of fiduciary duty based on the alter ego doctrine and piercing the corporate veil; otherwise, fraud or injustice would result.

**SEVENTH CLAIM FOR RELIEF**  
**(Aiding and Abetting Breach of Fiduciary Duty,**  
**against FSB Bancorp and Altus Ventures)**

95. MAPI incorporates by reference the allegations in paragraphs 1 through 94, above.

96. As alleged above, defendants Anderson, Grissom, FSB Development, and/or Oasis breached fiduciary duties to MAPI.

97. FSB Development, Oasis, Altus Ventures, and FSB Bancorp knowingly participated in the breach of fiduciary duty and gave substantial assistance to the other defendants' breach.

98. As a result, MAPI incurred damages in an amount to be proved at trial.

99. Defendants' acts and omissions have been attended by circumstances of fraud, malice, or willful or wanton conduct, and thereby justify an award of punitive damages.

**EIGHTH CLAIM FOR RELIEF**  
**(Conspiracy to Breach Fiduciary Duty, against**  
**FSB Development, Oasis, Altus Ventures, and FSB Bancorp)**

100. MAPI incorporates by reference the allegations in paragraphs 1 through 99, above.

101. FSB Development, Oasis, Altus Ventures, and FSB Bancorp agreed, by words or conduct, to accomplish an unlawful goal or accomplish a goal through unlawful means.

102. One or more unlawful acts were performed to accomplish the goal or the unlawful goal, including one or more breaches of fiduciary duty.

103. As a result, MAPI incurred damages in an amount to be proved at trial.

104. Defendants' acts and omissions have been attended by circumstances of fraud, malice, or willful or wanton conduct, and thereby justify an award of punitive damages.

**WHEREFORE**, MAPI respectfully requests that the Court enter judgment in its favor and against the defendants, as follows:

A. On the First Claim for Relief, recharacterizing the loan from FSB Development to MAPI as a capital contribution, instead of a loan;

B. On the Second Claim for Relief, declaring that FSB Development's claim against MAPI is subordinate to the claims of all other creditors and directing that any distribution of assets from MAPI to FSB Development be made in accordance with that priority;

C. On the Third Claim for Relief, recharacterizing the loans from Altus Ventures to MAPI as capital contributions, instead of loans;

D. On the Fourth Claim for Relief, declaring that Altus Ventures' claims against MAPI are subordinate to the claims of all other creditors and directing that any distribution of assets from MAPI to Altus Ventures be made in accordance with that priority;

E. On the Fifth Claim for Relief, for an accounting for the period of time during which MAPI was controlled by representatives of FSB Development, RK Enterprises, and Oasis, Anderson, Grissom and Keys, and if the accounting establishes that defendants took assets to which they were not entitled and/or were not authorized to take, that MAPI be awarded judgment against defendants for those amounts;

F. On the Sixth Claim for Relief, damages, punitive damages, and pre-judgment interest;

G. On the Seventh Claim for Relief, damages, punitive damages, and pre-judgment interest;

H. On the Eighth Claim for Relief, damages, punitive damages, and pre-judgment interest;

J. On all Claims for Relief, costs, attorneys' fees, and such further relief as the Court deems proper.

//

//

[Signature page follows]

Dated this 11<sup>th</sup> day of March, 2008.

JESSOP & COMPANY, P.C.

By: /s/ J. Brian Fletcher  
Douglas W. Jessop, #13299  
J. Brian Fletcher, #28629  
303 E. 17<sup>th</sup> Ave, Suite 930  
Denver, CO 80203-1264  
Phone: 303-860-7700  
Fax: 303-860-7233  
Email: dwjessop@jessopco.com  
Email: jbfletcher@jessopco.com

PENDLETON, FRIEDBERG, WILSON  
& HENNESSEY, P.C.

By: /s/ Cecil E. Morris  
Cecil E. Morris, #20258  
Kate E. Knickrehm, #12362  
L. Jay Labe, #3709  
1875 Lawrence Street, 10<sup>th</sup> Floor  
Denver, CO 80202  
Phone: (303) 839-1204  
Fax: (303) 831-0786

Proposed Attorneys for Mountain Adventure  
Property Investments, LLC