

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

| | | |
|--------------------------------|---|-----------------------|
| In re: |) | |
| |) | |
| ADAM AIRCRAFT INDUSTRIES, INC. |) | Case No. 08-11751 MER |
| EIN: 161643299, |) | Chapter 7 |
| |) | |
| Debtor. |) | |

**MOTION TO APPROVE STIPULATION REGARDING (1) TURNOVER OF FUNDS
IN WHICH MORGAN STANLEY & CO. INCORPORATED ASSERTS A SECURITY
INTEREST; (2) USE OF CASH COLLATERAL; AND (3) PROVISION OF
ADEQUATE PROTECTION WITH RESPECT THERETO**

Jeffrey A. Weinman, as Chapter 7 Trustee for the Adam Aircraft Industries, Inc., bankruptcy estate (the "Trustee"), pursuant to Fed.R.Bankr.P. 4001(d), for his Motion to Approve Stipulation Regarding (1) Turnover of Funds in Which Morgan Stanley & Co. Incorporated Asserts a Security Interest; (2) Use of Cash Collateral; and (3) Provision of Adequate Protection With Respect Thereto (this "Motion"), states:

BACKGROUND

1. On February 15, 2008 (the "Petition Date"), Adam Aircraft Industries, Inc. (the "Debtor"), filed its voluntary petition for relief under Chapter 7 of title 11, U.S.C. (the "Bankruptcy Code"). The Trustee is the duly appointed Chapter 7 trustee in the Debtor's bankruptcy case.

2. Morgan Stanley & Co. Incorporated acts as collateral agent (the "Agent") pursuant to that certain pre-petition Senior Secured Credit Agreement with Debtor (as amended, restated, modified, renewed, refunded, replaced, or refinanced in whole or in part from time to time) (the "Loan Agreement").

3. Agent contends that it holds a validly perfected first priority security interest in all or substantially all of the assets that constitute property of the Debtor's bankruptcy estate to secure the Debtor's obligations under the Loan Agreement to the senior lenders thereunder (the "Senior Lenders"). Along with other collateral, the Agent contends that the security interest extends to substantially all of the bank accounts belonging to the Debtor as of the Petition Date.

4. Immediately prior to the Petition Date, the Agent swept the funds in several bank accounts then belonging to the Debtor. As of the Petition Date, the Agent held \$743,609.89 of cash that it contends constitutes collateral for the claims of the Senior Lenders. This cash is in addition to the balance of \$170,867.00 that was in a bank account at Vectra Bank as of the Petition Date. The cash swept by the Agent and the balance in the Vectra Bank account shall be collectively referred to herein as the "Cash Collateral."

5. The Agent contends that it holds a validly perfected first priority security interest in the Cash Collateral.

6. The Trustee contends that the Cash Collateral is property of the bankruptcy estate, and the Trustee has not yet completed his review of whether the Agent holds a properly perfected and unavoidable first priority security interest in the Cash Collateral. The Trustee wishes to obtain possession of the Cash Collateral, to deposit it into an account in the name of the Trustee, and to expend it as provided herein for the reasonable and necessary costs and expenses of preserving and liquidating all or substantially all of the property of the bankruptcy estate.

7. The Trustee and the Agent have entered into a Stipulation Regarding (1) Turnover of Funds in Which Morgan Stanley & Co. Incorporated Asserts a Security Interest; (2) Use of Cash Collateral; and (3) Provision of Adequate Protection With Respect Thereto (the "Stipulation"). The Stipulation is attached and incorporated to this Motion as Exhibit A. The

Stipulation preserves and protects the parties' respective rights with respect to the Cash Collateral, while allowing the Trustee to use the Cash Collateral on the terms and conditions set forth in the Stipulation.

8. On February 28, 2008, the Trustee filed his Motion for Limited Authority to Operate Business Pending Auction (the "Operations Motion").

9. The Trustee intends to use the Cash Collateral to operate the Debtor's business post-petition, to the extent authorized by any order approving the Operations Motion, and in accordance with the agreed budget attached to the Stipulation as Exhibit "1".

THE STIPULATION

10. The amount of Cash Collateral that may be used by the Trustee pursuant to the Stipulation is \$914,476.89 (Stipulation Recital ¶ B).

11. The Stipulation further permits the Trustee to use proceeds derived from the sale of property of the estate in which the Agent asserts a security interest (the "Sale Proceeds Collateral") to pay (i) the Trustee's fee calculated pursuant to Bankruptcy Code § 326 for all amounts paid to the Senior Lenders, (ii) any reasonable expenses and fees payable to General Capital Partners under its contract with the Trustee that are not in the agreed budget, and (iii) any reasonable fees paid to any liquidator retained by the Trustee to sell property of the estate in which the Agent asserts a lien (Stipulation ¶ 6).

12. The Trustee and the Agent, on behalf of the Senior Lenders, reserve all their respective rights with respect to the Cash Collateral, and the Sale Proceeds Collateral. The transfer of the Cash Collateral from the Agent to the Trustee shall not alter, impair or modify the rights of the parties to the Stipulation with respect to the Cash Collateral. The Agent, on behalf of the Senior Lenders, preserves its and their pre-petition lien claims and the Trustee reserves his rights to object to the validity, priority, or amount of the secured claim of the Senior Lenders

and/or the security interests held by the Agent for their benefit (without prejudice to the rights of the Agent and the Senior Lenders to oppose any such objection) (Stipulation ¶¶ 3-5, 12 and 14).

13. To the extent that the Trustee would otherwise have a claim pursuant to Bankruptcy Code § 506(c) to surcharge the Agent's collateral, the use of the Cash Collateral and the Sale Proceeds Collateral shall be deemed to be applied to reduce any such surcharge obligation. The Trustee nevertheless reserves his right to seek to surcharge the Agent's collateral, if appropriate, and the Agent and the Senior Lenders reserve their rights to oppose any such request. The total amount that the Trustee is entitled to surcharge the Agent's security interest in the collateral is referred to in the Stipulation as the "Surcharge Amount" (Stipulation ¶ 8).

14. As adequate protection for and solely to the extent of the difference between the Cash Collateral and the Sale Proceeds Collateral expended by the Trustee pursuant to the Stipulation and the Surcharge Amount, the Senior Lenders are granted an allowed superpriority adequate protection claim in an amount equal to the sum of the Cash Collateral and Sale Proceeds Collateral used by the Trustee, minus the Surcharge Amount. Such superpriority adequate protection claim will have priority over all other administrative expenses in the Chapter 7 case of the kind specified under or arising or ordered pursuant to Bankruptcy Code §§ 326, 328, 330, 331, 503(b), 507(a), 507(b), 726 or 1114, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, attachment or otherwise. Such superpriority adequate protection claim is, however, junior to administrative expenses contained in the Surcharge Amount. (Stipulation ¶11).

15. The Trustee may use the Cash Collateral and the Sale Proceeds Collateral through the month of May 2008 unless the liquidation occurs earlier through a bulk sale (Stipulation ¶ 7) or the Agent withdraws its consent for cause (Stipulation ¶ 10).

CARVEOUT FOR BENEFIT OF THE ESTATE

16. To provide the Trustee with the incentive to maximize the Sale Proceeds Collateral, the Agent and the Senior Lenders have agreed that the Trustee shall also retain, over and above the Surcharge Amount, the following sum (the “Trustee’s Carveout”), even if the Agent has a properly perfected first priority security interest in all of the collateral that generates Sale Proceeds Collateral: nine percent (9%) of the Sale Proceeds Collateral minus the Surcharge Amount. If it is ultimately determined that the Senior Lenders do not have a valid, first priority, unavoidable security interest in or to some or all of the estate’s assets sold by the Trustee (the “Unencumbered Assets”), then the Trustee on behalf of the bankruptcy estate shall be entitled to the greater of (a) the net proceeds from the sale of such Unencumbered Assets, after a fair allocation of the direct and indirect costs of the sale process; or (b) the Trustee’s Carveout (Stipulation ¶ 13).

NOTICE PROCEDURES AND HEARING REQUEST

17. Under the facts of this case, Fed.R.Bankr.P. 4001(d)(1)(C) provides that this Motion shall be served only upon such entities as the Court directs.

18. To the Trustee’s knowledge, no entities other than Agent or the Secured Lenders assert claims to the Cash Collateral. There is no detriment to other secured creditors from the arrangements set forth in the Stipulation. In fact, all creditors stand to benefit from the use of the Cash Collateral to preserve and liquidate the estate’s assets. More particularly, all parties in interest other than the Agent and the Secured Lenders gain a significant benefit from the Trustee’s Carveout.

19. The Trustee is not waiving any rights concerning or relating to the claims or the security interests claimed by the Agent for the benefit of the Secured Lenders. The superpriority administrative expense claim granted to the Secured Lenders as adequate protection is reasonable under the circumstances and not detrimental to the interests of any other creditor or party in interest.

20. Because of the urgency of the need to use the Cash Collateral to operate the Debtor's business on a limited basis as requested in the Operations Motion, coupled with the need to preserve and promptly liquidate the estate to maximize asset values, the Trustee requests a preliminary hearing on this Motion on an expedited basis as soon as the Court's calendar permits.

21. The Trustee further requests a final hearing to approve the Stipulation as provided in this Motion fourteen calendar days following the preliminary hearing, in the event of objection to this Motion by any party in interest.

22. The Trustee is serving notice of this Motion and the request for a preliminary hearing and a final hearing upon the United States Trustee and all entities who have requested notice and/or receive electronic filings in this bankruptcy case.

23. Further, if the Motion is approved on a preliminary basis, the Trustee proposes to serve notice of the final hearing promptly thereafter on the same entities identified in the preceding sentence.

CONCLUSION AND RELIEF REQUESTED

WHEREFORE, for the foregoing reasons the Trustee requests that the Court grant the relief requested in this Motion approving its Stipulation with the Agent regarding (1) turnover of funds in which the Agent asserts a security interest; (2) use of Cash Collateral; and (3) provision

of adequate protection with respect thereto, together with such other relief as the Court may deem appropriate.

Dated this 10th day of March, 2008.

LINDQUIST & VENNUM P.L.L.P.

By /s/ Harold G. Morris, Jr.

John C. Smiley, #16210

Harold G. Morris, Jr., #8409

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Counsel for Jeffrey A. Weinman, Chapter 7 Trustee

CERTIFICATE OF SERVICE

The undersigned does hereby certify that on the 10th day of March, 2008, a true and correct copy of the foregoing **MOTION TO APPROVE STIPULATION REGARDING (1) TURNOVER OF FUNDS IN WHICH MORGAN STANLEY & CO. INCORPORATED ASSERTS A SECURITY INTEREST; (2) USE OF CASH COLLATERAL; AND (3) PROVISION OF ADEQUATE PROTECTION WITH RESPECT THERETO**, was deposited in the United States mail, proper postage prepaid, addressed to the parties on the attached list:

/s/ Lorri K. Parker

Label Matrix for local noticing
1082-1
Case 08-11751-MER
District of Colorado
Denver
Mon Mar 10 11:55:18 MDT 2008

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End of Label Matrix
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Bypassed recipients 0
Total 24

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EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

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| In re: |) | Bankruptcy Case No. 08-11751-MER |
| |) | |
| ADAM AIRCRAFT INDUSTRIES, INC. |) | Chapter 7 |
| |) | |
| Debtor. |) | |
| |) | |

**STIPULATION REGARDING (1) TURNOVER OF FUNDS IN WHICH
MORGAN STANLEY & CO. INCORPORATED ASSERTS A SECURITY
INTEREST; (2) USE OF CASH COLLATERAL; AND (3) PROVISION OF
ADEQUATE PROTECTION WITH RESPECT THERETO**

This Stipulation by and between Morgan Stanley & Co. Incorporated, as collateral agent (the “Agent”) pursuant to that Senior Secured Credit Agreement (as amended, restated, modified, renewed, refunded, replaced, or refinanced in whole or in part from time to time, referred to herein as the “Loan Agreement”) and Jeffrey Weinman (the “Trustee”), in his capacity as the chapter 7 trustee of Adam Aircraft Industries, Inc. (the “Debtor”), is based on the following facts:

A. Agent contends that it holds a validly perfected first priority security interest in all or substantially all of the assets that constitute property of the Debtor’s bankruptcy estate to secure the Debtor’s obligations under the Loan Agreement to the senior lenders thereunder (the “Senior Lenders”). Along with other collateral, the Agent contends that the security interest extends to substantially all of the bank accounts belonging to the Debtor as of the Petition Date.

B. Immediately prior to the Petition Date, the Agent swept the funds in several bank accounts then belonging to the Debtor. As of the Petition Date, the Agent held \$743,609.89 of cash that it contends constitutes collateral for the claims of the Senior Lenders. This cash is in

addition to the balance of \$170,867.00 that was in a bank account at Vectra Bank as of the Petition Date. The cash swept by the Agent and the balance in the Vectra Bank account shall be collectively referred to herein as the "Cash Collateral."

C. The Agent contends that it holds a validly perfected first priority security interest in the Cash Collateral.

D. The Trustee contends that the Cash Collateral is property of the bankruptcy estate, and the Trustee has not yet completed his review of whether the Agent holds a properly perfected and unavoidable first priority security interest in the Cash Collateral. The Trustee wishes to obtain possession of the Cash Collateral, to deposit it into an account in the name of the Trustee, and to expend it as provided herein for the reasonable and necessary costs and expenses of preserving and liquidating all or substantially all of the property of the bankruptcy estate.

E. The parties wish to enter into this Stipulation to preserve and protect their respective rights with respect to the Cash Collateral and allow the Trustee to use the Cash Collateral on the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby stipulated and agreed as follows:

1. The Agent shall turn over the Cash Collateral to the Trustee.
2. The Trustee shall deposit the Cash Collateral into an account into which he is depositing only cash in which the Agent asserts a security interest (the "New Account").
3. The Trustee and the Agent, on behalf of the Senior Lenders, reserve all rights they have with respect to the Cash Collateral, and the transfer of the Cash Collateral from the Agent to the New Account in the name of the Trustee shall not alter, impair or modify the rights of the Trustee, Agent, or the Senior Lenders in the Cash Collateral. The liens, if any, of the Agent shall attach to the New Account with the same validity, priority, force and effect that they currently

have in the Cash Collateral, and the Agent shall not be required to file any UCC-1 financing statements, notices of lien or any similar document or take any other action, such as taking possession of the Cash Collateral or obtaining a control agreement with the bank at which the New Account is established in order to preserve any lien the Agent has in the Cash Collateral.

4. This Stipulation is without prejudice to any rights that the Trustee may have to object to the validity, priority, or amount of the secured claim of the Senior Lenders or the security interest held by the Agent for their benefit, and without prejudice to the rights of the Agent and the Senior lenders to oppose any such objection.

5. Until and unless the Trustee avoids the security interest asserted by the Agent in the New Account, the Cash Collateral deposited into the New Account shall be treated as “cash collateral” within the meaning of Bankruptcy Code § 363(a) and, therefore, the Trustee shall not use the Cash Collateral without prior order of the Bankruptcy Court or the consent of the Agent.

6. The Agent consents to the expenditure of the Cash Collateral to pay for those items set forth in the budget, a true and correct copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference (the “Budget Amounts”). Notwithstanding anything set forth in the budget the fees and expenses of Trustee’s counsel up to \$375,000 and the fees of General Capital Partners will be paid from the proceeds derived from the sale of the property of the estate in which the Agent asserts a security interest (the “Sale Proceeds Collateral”). The Agent also consents to the expenditure of the Cash Collateral or proceeds from the Sale Proceeds Collateral to pay (i) the Trustee’s fee calculated pursuant to Bankruptcy Code § 326 for all amounts paid to the Senior Lenders, (ii) any reasonable expenses and fees payable to General Capital Partners under its contract with the Trustee that are not Budget Amounts, and (iii) any reasonable fees payable to any liquidator retained by the Trustee to sell property of the estate in

which the Agent asserts a lien (collectively, the "Additional Expenses"). The Trustee shall deliver to the Agent not later than Wednesday of each week a list of all disbursements made from the Cash Collateral during the immediately preceding week.

7. The parties acknowledge that the Budget Amounts include anticipated expenditures through the month of May 2008 because the agreed sales process for the estate's assets provides for a liquidation sale by lot or lots if the Trustee is unable to conclude a bulk sale in April 2008. No Budget Amounts for any weekly period following the end of the month in which a bulk sale is consummated shall be expended by the Trustee without the further consent of the Agent.

8. To the extent that the Trustee would otherwise have a claim pursuant to Bankruptcy Code § 506(c) to surcharge the Agent's collateral, the use of the Cash Collateral and Sale Proceeds Collateral shall be deemed to be applied to reduce any such surcharge obligation. Notwithstanding the foregoing, the Trustee reserves his right to seek to surcharge the Agent's collateral, if appropriate, pursuant to Bankruptcy Code § 506(c), and the Agent and the Senior Lenders reserve their rights to oppose any such request. The total amount that the Trustee is entitled to surcharge the Agent's security interest in the collateral shall be referred to herein as the "Surcharge Amount."

9. Because the funds in the New Account may not be adequate to pay the Surcharge Amount the Agent also consents to the use of Sale Proceeds Collateral up to the full amount of the Surcharge Amount.

10. If the Agent believes that the Trustee has spent Cash Collateral or Sale Proceeds Collateral on items not included in the Budget Amounts or Additional Expenses, or has exceeded the amounts set forth in the Budget Amounts or Additional Expenses (either on a line item or

aggregate basis), the Agent and the Senior Lenders reserve their right to withdraw their consent to the expenditure or use of any further Cash Collateral or Sale Proceeds Collateral; provided, however, that the withdrawal of consent will not prevent the payment of fees or expenses of professionals incurred prior to the withdrawal of consent from the Sale Proceeds Collateral. If the Agent and the Senior Lenders withdraw their consent to the expenditure of additional Cash Collateral or Sale Proceeds Collateral, the Trustee reserves his right to seek authority of the Bankruptcy Court to use Cash Collateral and Sale Proceeds Collateral pursuant to Bankruptcy Code § 363, and the Agent and the Senior Lenders reserve their right to oppose any such request.

11. As adequate protection for and solely to the extent of the difference between the Cash Collateral and Sale Proceeds Collateral expended by the Trustee after the Petition Date and the Surcharge Amount, the Senior Lenders shall be deemed to have an allowed superpriority adequate protection claim in an amount equal to the sum of the Cash Collateral and Sale Proceeds Collateral used by the Trustee after the Petition Date minus the Surcharge Amount (the "Senior Lenders' Superpriority Adequate Protection Claim"). The Senior Lenders' Superpriority Adequate Protection Claim shall have priority over all other administrative expenses in the Chapter 7 Case of the kind specified in or arising or ordered pursuant to Bankruptcy Code sections 326, 328, 330, 331, 503(b), 507(a), 507(b), 726 or 1114, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, attachment or otherwise. Notwithstanding the preceding provisions of this paragraph, it is expressly agreed that the Senior Lenders' Superpriority Adequate Protection Claim is and shall be junior to all administrative expenses contained in the Surcharge Amount.

12. Nothing herein shall be deemed to be a waiver by Agent or Senior Lenders of their right to request additional or further protection of their interests in any property of the estate

other than the Cash Collateral. The Agent and Senior Lenders shall be deemed to have reserved all rights to assert entitlement to the protections and benefits of Bankruptcy Code section 507(b) in connection with any use, sale, or other disposition of any of the collateral, to the extent that the protection afforded by this Stipulation to Agent and Senior Lenders' pre-petition interests in any such collateral proves to be inadequate.

13. To provide the Trustee with the incentive to maximize the Sale Proceeds Collateral, the Agent and the Senior Lenders agree that the Trustee shall also retain, over and above the Surcharge Amount, the following sum (the "Trustee's Carveout"), even if the Agent has a properly perfected first priority security interest in all of the collateral that generates Sale Proceeds Collateral: nine percent (9%) of the Sale Proceeds Collateral minus the Surcharge Amount ("Net Proceeds"). After completion of the sale of all or substantially all the assets in which the Senior Lenders claim an interest, the Trustee will undertake a review of the validity, priority, amount and extent of the claim of the Senior Lenders, and of the security interests held by the Agent for their benefit. If it is determined by agreement or adjudication that the Senior Lenders do not have valid, first priority, unavoidable security interests in and to some or all of the estate's assets sold by the Trustee (the "Unencumbered Assets"), then the Trustee on behalf of the bankruptcy estate shall be entitled to the greater of (a) the net proceeds from the sale of such Unencumbered Assets, after a fair allocation of the direct and indirect costs of the sale process; or (b) the Trustee's Carveout.

14. Nothing in this Stipulation will limit the rights of the Agent or the Senior Lenders (i) to be heard on any matter presented to the Bankruptcy Court, including without limitation any application for fees or expenses sought by any professionals in this case, (ii) to share in the funds held by the Trustee in their capacity as unsecured creditors on account of their deficiency claims,

or (iii) to retain the benefits of the contractual subordination provisions in their agreements with other creditors of the Debtor.

Dated: March 10, 2008

HOLME ROBERTS & OWEN LLP

By: 

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Dated: March 10, 2008

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