

CERTIFICATE OF SERVICE - VIA FACSIMILE AND BY MAIL

Kip M. Kaler of Fargo, ND, swears that on September 22, 2004, he mailed in first class postage-paid envelopes and deposited same in the post office at Fargo, ND, and faxed to the following the numbers an:

**OFFICIAL COMMITTEE OF UNSECURED CREDITORS'
OBJECTIONS TO DEBTOR'S MODIFIED CHAPTER 11 PLAN OF
REORGANIZATION DATED AUGUST 4, 2004
and
MEMORANDUM OF LAW IN SUPPORT OF UCC'S OBJECTION TO DEBTOR'S
MODIFIED PLAN OF REORGANIZATION DATED AUGUST 4, 2004**

to the parties listed below:

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/e/ Kip M. Kaler

Kip M. Kaler

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:)	Bankruptcy No. 04-60106
)	
Daniel S. Miller,)	Chapter 11 Bky.
Debtor.)	
_____)	

**OFFICIAL COMMITTEE OF UNSECURED CREDITORS'
OBJECTIONS TO DEBTOR'S MODIFIED CHAPTER 11 PLAN OF
REORGANIZATION DATED AUGUST 4, 2004**

The Official Committee of Unsecured Creditors (UCC), by and through its attorney Kip M. Kaler, hereby objects to the confirmation of the Debtor's modified Chapter 11 Plan of Reorganization dated August 4, 2004 ("Plan"). The UCC makes the following objections:

1. This case was initially commenced as an involuntary proceeding by petition filed February 3, 2004. The Debtor subsequently converted the case to Chapter 11 pursuant to 11 U.S.C. §706(a).

2. The Debtor has submitted to this court a Plan of Reorganization and a Modified Plan of Reorganization dated August 4, 2004 which the Debtor seeks confirmation pursuant to 11 U.S.C. §1129. The hearing on confirmation of the Debtor's Plan is scheduled for 10:00 a.m. September 29, 2004 before this Court in Fergus Falls, Minnesota.

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §157 and §1334. This matter is a core proceeding within the meaning of 28 U.S.C. §157.

4. These objections arise under 11 U.S.C. §1129 and §1141. These objections to the Plan are made pursuant to Federal Rule of Bankruptcy Procedure

3018 and 3020. These objections are further governed by Federal Rule of Bankruptcy Procedure 9014 and Local Rule of Bankruptcy Procedure 3020-1 and 9013-2.

5. The Debtor has not filed State or Federal income tax returns for the years 1999 through 2003. The Debtor has failed to provide for the payment of those priority claims and its effect upon unsecured and priority creditors.

6. No class of impaired creditors has accepted the Plan.

7. To the extent the Debtor argues that Class VII (Guttu) accepts the Plan and is impaired, the acceptance by this class cannot be deemed an “accepted impaired class” in that its rights are not in any material way modified and in any event this is strictly exempt property wholly unrelated to the reorganization of the Debtor.

8. The UCC contends that the Plan is not feasible. The Disclosure Statement suggested that the Debtor would liquidate certain properties, but the Plan does not require liquidation of any property. The Plan provides no provision for how, when, or the terms for disposition of the property. The Plan does not provide for the further investigation or pursuit of possible preferences, fraudulent conveyances, or other causes of action which the Debtor has not investigated or disclosed relating to the \$3,000,000 dissipation of assets in the last one year prior to the filing of the bankruptcy. The Plan contains no provisions for its execution other than the fact that the Plan places in the Debtor absolute control with ownership of all property free and clear of all liens and encumbrances.

9. In the event the Court concludes that there is an accepting impaired class of creditors, the unsecured creditors, as of this time, have overwhelmingly rejected the Plan. The Plan may not be confirmed over the objection of the unsecured creditors.

10. To the extent the Debtor contends that he is not retaining any property and that all rights are vested in the Creditors, the UCC disagrees contending that the Debtor retains significant property rights including: the right to possess and use of the property free and clear of liens; the option as to how administrative claims are paid; the right to have the estate pay his business expenses; the estate pays his home mortgage payment; the right to designate application of payments to creditors; the right to unclaimed distributions; the right to receive all payments ahead of tardily filed claims; and the right to delay payment.

11. The Plan is not in the best interest of the Creditors. The Debtor retains significant property and rights as described above. Most importantly, the Debtor retains control of the preference actions, all litigation, and the ability to continue investigation and pursuit of any causes of action related to the dissipation of in excess of \$3,000,000 in assets in the one year preceding the filing of the bankruptcy. As far as anyone has determined, all of the transfers the Debtor made prior to filing bankruptcy were voluntary. The Debtor provides a very vague explanation as to this dissipation of his assets in the Amended Disclosure Statement. The UCC has determined that despite the cost, they believe it is important they have an explanation as to the dissipation of the \$3,000,000.

12. The UCC contends the Plan is not fair and equitable and cannot be confirmed. The Debtor has attempted to retain control of the preferences, accounts receivable, and other causes of action, all of which are the cause of his insolvency.

13. The Plan seeks to provide the Debtor a discharge over and above the rights he is entitled to. The UCC and a creditor have filed an action objecting to his

discharge under 11 U.S.C. §727. The Plan in essence grants the Debtor a discharge in contravention of the creditors' rights to deny discharge pursuant to statute.

14. The UCC objects to the Plan as not being filed in good faith. There is no reason for the Debtor to file a liquidating plan, particularly in light of the ongoing investigation of the asset dissipation, which he will then control. There is no benefit in the Plan to creditors, as they will receive no more than they would get in Chapter 7; yet the Debtor retains the right to settle or continue to conceal preferences, fraudulent conveyances, or other causes of action, which would otherwise be beneficial to the creditors.

15. In support of these objections the UCC submits an attached Memorandum of Law in support of these objections.

16. The Debtor has the burden of proof on all of the issues described above. The UCC contemplates that the Debtor will testify in support of the Plan. The UCC intends to cross-examine the Debtor as to all of the issues described above. In the event the Debtor is not called on direct, the UCC will call the Debtor to testify as to each of the issues above.

17. The UCC may call Linda Berreau to testify on this matter. Ms. Berreau has been employed by the UCC through application to this Court to conduct an examination of the Debtor's records in an attempt to discover the cause and possible claims arising out of the dissipation of over \$3,000,000 of the Debtor's assets in the last one year prior to filing bankruptcy. Ms. Berreau has only begun her examination and at this point can only provide a preliminary report. Ms. Berreau will describe the fact that she found a number of significant and unusual transactions, which she has not yet tied

out to other transactions of the Debtor. Based upon the nature of the transaction she has preliminarily determined that it is necessary to look at other possible insiders. The documentation Ms. Berreau has examined to date does not readily tie out to the disclosures of the Debtor in his bankruptcy schedules, which have indicated to her that 1) not all of the accounts receivable are disclosed; 2) not all advances are disclosed; 3) not all return of grain and other assets are disclosed; 4) or all of the above, all of which apparently are known by the Debtor, but not yet fully explained.

18. The UCC may call Brian Erickson, the Chairman of the UCC, to testify as to the Committee's position on all such matters.

THEREFORE, for all of the reasons stated above, and such other reasons as the Court may determine, the UCC respectfully requests that the Court deny confirmation of the Debtor's Plan.

Dated this 22nd day of September, 2004.

/e/ Kip M. Kaler
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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:)	Bankruptcy No. 04-60106
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Daniel S. Miller,)	Chapter 11 Bky.
Debtor.)	
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**MEMORANDUM OF LAW IN SUPPORT OF UCC’S OBJECTION TO DEBTOR’S
MODIFIED PLAN OF REORGANIZATION DATED AUGUST 4, 2004**

The Official Committee of Unsecured Creditors (UCC), by and through its attorney Kip M. Kaler, has objected to the confirmation of the Debtor’s modified Chapter 11 Plan of Reorganization dated August 4, 2004 (“Plan”). The UCC makes the following Memorandum of Law in support of its objections:

Jurisdiction and Procedures

1. This case was initially commenced as an involuntary proceeding by petition filed February 3, 2004. The Debtor subsequently converted the case to Chapter 11 pursuant to 11 U.S.C. §706(a).

2. The Debtor has submitted to this court a Plan of Reorganization and a Modified Plan of Reorganization dated August 4, 2004 which the Debtor seeks confirmation pursuant to 11 U.S.C. §1129. The hearing on confirmation of the Debtor’s Plan is scheduled for 10:00 a.m. September 29, 2004 before this Court in Fergus Falls, Minnesota.

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §157 and §1334. This matter is a core proceeding within the meaning of 28 U.S.C. §157.

4. These objections arise under 11 U.S.C. §1129 and §1141. These objections to the Plan are made pursuant to Federal Rule of Bankruptcy Procedure

3018 and 3020. These objections are further governed by Federal Rule of Bankruptcy Procedure 9014 and Local Rule of Bankruptcy Procedure 3020-1 and 9013-2.

Argument

THE DEBTOR HAS NOT FILED TAX RETURNS FOR 1999 THROUGH 2003.

The Debtor has not filed state or federal tax returns for 1999 through 2003. These are significant documents, which will in part give rise to additional debts or assets, which materially affect distribution to other creditors. Without addressing the claims of all creditors, other than simply stating that it will be paid, is not a reasonable nor enforceable Plan.

THE PLAN HAS NOT BEEN ACCEPTED. The UCC contends that no impaired class of creditors has accepted the Plan. For the most part, other than unsecured creditors, all other creditors are secured and would be paid in full upon confirmation of the Plan or its effective date. However, the Debtor has retained enough control that some of these payments may be delayed or otherwise impaired. For example, the Debtor may pay administrative creditors “in accordance with ordinary business terms” as may be determined by the Debtor (Article III, #1(ii)); the right to designate the application of the payment (Article V, #2); or the right to delay payments (Article VII, #b). Although the Plan does not provide specifically for liquidation of the assets, the Disclosure Statement suggests that the Debtor will, but in any case already has, liquidated most of the significant property. The Plan simply provides that the secured creditors in those assets will be paid upon confirmation. That is not impairment in that the creditor will receive the full amount of its claim plus interest pursuant to its contract.

The Debtor appears to be attempting to delay payment of taxes (Class IV). The Debtor may not pay taxes in that manner as taxes constitute a lien against the property which the Debtor may not avoid, but in any case that class of creditors has not accepted the Plan.

The UCC contends that the Court may not consider Guttu (Class VII) to be an impaired accepting class. Guttu maintains a mortgage on the Debtor's homestead property. The Debtor has claimed the homestead property as exempt. That property is not property of the bankruptcy estate. The claim is not impaired in any material way. The repayment plan for this creditor actually shortens the period of financing, requiring this creditor to be paid in full in 2 years rather than a longer period required by the underlying Contract for Deed. Considering the Debtor's likely credit rating, the only way the Debtor gets or keeps his equity in the property is sale of the homestead; he merely does not say it in the Plan. Upon sale, the secured creditor must be paid. This is actually a better resolution for this creditor as the Plan does not state a period in which the remaining property of the estate must be sold and secured creditors in those assets paid (and are paid nothing in the interim). The property is not necessary for the Plan of Reorganization and should be abandoned. To the extent the property remains property of the estate, the Debtor attempts to use property otherwise available for distribution to unsecured creditors by applying that property to his obligation to this creditor. The Plan specifically provides monthly payments of \$1,100 beginning September 1, 2004 (presumably paid). The only possible source of this payment is from property of this bankruptcy estate.

Similarly the UCC objects to the treatment of creditor classes 8 and 9. The UCC has requested the Debtor provide some proof of these creditors' security, entitling it to elevation as secured creditors. One or both of these creditors have also repossessed certain property during the Chapter 11. The Debtor again presumes to pick and choose those creditors he wishes to favor, without a legal basis to do so.

THE PLAN IS NOT FEASIBLE. The Plan does not in any sense require liquidation or describe the parameters for payment of the unsecured creditors. While the Debtor's Amended Disclosure Statement suggests that he intends to liquidate the property, there is no requirement in the Plan.

The Plan provides no means for how, when, or the terms of disposition of the remaining property. Significantly, the Plan places control of all of the assets, free and clear of all claims, liens and encumbrances in the Debtor. (Article X).

There is no provision or explanation as to how the Debtor will handle the remaining preferences, fraudulent conveyances, collection of accounts receivable he has not collected previously. There is no provision for how the Debtor will handle the investigation and pursuit of possible causes of action arising from the over \$3,000,000 of dissipation of assets in the one year preceding the filing of the bankruptcy. The Debtor must provide some framework for the pursuit of those causes of action, and resolution. As the Plan now stands, the Debtor can simply choose to discontinue all litigation and be in full compliance with the Plan.

THE PLAN IS NOT IN THE BEST INTEREST OF CREDITORS. The Debtor retains all assets and property rights. The Debtor retains control of all preferences and litigation. The Debtor controls the right to continue or discontinue investigation of the

over \$3,000,000 in dissipation of assets. The Debtor voluntarily committed all of these things prior to the filing of the bankruptcy; he caused all of these claims to arise. To leave the Debtor in control of the disposition of those claims he has caused would be a contraposition. Without the Debtor's input or assistance the UCC has endeavored to investigate the \$3,000,000 dissipation. The Debtor has no interest in examining this loss. The Debtor has created significant preferences and fraudulent conveyances, some of which still have not been disclosed. The Plan would place the power to pursue or abandon those claims or the discovery of those claims, in the Debtor. In essence the Debtor can sweep all of the problems that pushed him into bankruptcy under the rug never to be uncovered, and permit those benefiting directly or indirectly, to retain those transfers, to the detriment of all other creditors. This Plan is not in the best interest of the present creditors.

THE PLAN CANNOT BE CONFIRMED OVER THE OBJECTION OF THE CLASS 10 UNSECURED CREDITORS. Norwest Ban Worthington v. Ahlers, 485 U.S. 197, 108 S.Ct. 963, 99 L.Ed.2d 169 (1988) prohibits confirmation of the Plan over the rejection of a class of creditors if the Debtor retains any property. The United States Supreme Court has said:

We join with the consensus of authority which has rejected this "no value" theory. [footnote omitted]. Even where debts far exceed the current value of assets, a debtor who retains his equity interest in the enterprise retains "property". Whether the value is "present or perspective, for dividends or only for purposes of control" a retained equity interest is a property interest to "which the creditors [are] entitled. . . before the stockholders [can] retain it for any purpose whatever" [citation omitted].

Id. at 207-208.

In this case the Debtor has retained significant property rights and controls. The Debtor retains the right to possess and use of any remaining property, free and clear of liens and encumbrances. (Plan Article X). There is no suggestion as to when, where, or how the Debtor must give up this right to possession and use of the property.

The Debtor has the option as to how he pays administrative claims thereby delaying payment and the present value of those payments. (Plan Article III, #1(ii)).

The Plan provides the Debtor has the right to have the estate pay his ordinary business expenses. (Plan Article III, #2). There is no definition or apparent limitation on his right to pay his expenses, perhaps including his home mortgage payment.

Despite the classification of the claims, the Debtor has a right to designate application of payment to specific creditors. (Plan Article V, #2).

The Debtor has the right to any unclaimed distribution (Plan Article V, #4). This money should be paid to the creditors.

Even assuming that property would come back to the bankruptcy estate for distribution to creditors, only timely filed creditors are entitled to participate. The Plan elevates the Debtor's status above that of tardily filed claims. Unfiled claims are deemed discharged with no right to payment. (Plan Article V, #5). A claim is a claim whether or not filed and still superior to the Debtor's remainder interest. That claim may be subordinate to timely filed claims. See, 11 U.S.C. §726(a)(2)(A) and (C). The Debtor's interest is last. 11 U.S.C. §726(a)(6).

The Debtor has the right to delay payments and, therefore, the present value of the payments. (Plan Article VII, #b and c).

The Debtor retains significant rights and controls. He cannot confirm the Plan over the objection of creditors who are not paid in full.

THE DEBTOR CANNOT PROVIDE ENOUGH “NEW VALUE” TO CONFIRM THE PLAN OVER THE UNSECURED CREDITORS’ CLASS REJECTION. This Court has previously concluded that there is no exception to the “absolute priority rule”. In the case of In re Lumber Exchange Limited Partnership, 125 B.R. 1000 (Bkrtcy. D.Minn. 1991) this Court has stated “the *Code* does not allow confirmation of a Plan over the objection of an unsecured class where the Plan affords equity security holders of a Debtor a special right to retain or acquire an equity interest in the reorganized Debtor through a cash contribution”. Id. at 1008. In a footnote this Court has impliedly reaffirmed its position. In re Value Recreation, Inc., 228 B.R. 692, 699 (fn. 11) (Bkrtcy. D.Minn. 1999).

So long as the Debtor has any interest in the reorganized debtor, the Plan may not be confirmed over any class of creditor voting to reject the Plan.

THE PLAN IS NOT “FAIR AND EQUITABLE”. The Plan cannot be confirmed unless it is fair and equitable. 11 U.S.C. §1129(b)(1) and (2)(B). The UCC contends that the Plan is not fair and equitable in that it allows the Debtors to control all of the property and interest of the bankruptcy estate, after confirmation. See preceding 2 sections. Most importantly the Debtor controls the rights and interests with respect to preferences, accounts receivable and other causes of action including the dissipation of the over \$3,000,000 preceding the filing of the bankruptcy.

The issue presented to the bankruptcy court and the question the creditors have been raising throughout this case is where and how did the Debtor incur \$3,000,000 of

loss in the last year prior to bankruptcy? This question has been asked from the very beginning of this case, with the unsecured creditors committee asking the Debtor to be prepared to explain this issue at the 341 meeting.

The issue before the court on confirmation of the Debtor's Plan of Reorganization is, can the Debtor confirm the plan over the overwhelming objections of the unsecured creditors. The unsecured creditors are primarily made up of farmers who sold grain to the Debtor. The Debtor seeks to "cram-down" the plan on these unsecured creditors contending that he retains nothing. The most important "property right" retained by the Debtor is the right to control the remaining assets of the bankruptcy estate. In theory the Debtor's contention is that he is retaining nothing, all property is being sold and the net proceeds less costs of the sale delivered to those creditors according to the priority of the Bankruptcy Code. While the unsecured creditors committee raises a number of objections such as feasibility, lack of good faith, "fair and equitable" and failure to appoint the appropriate person to carry out the terms of the Plan (11 U.S.C. §1129(a)(5)(I)), the issue really boils down to the Debtor's retention of control of the assets most determinative of distribution to creditors. This asset is the remaining litigation of this case and yet undetermined causes of action not disclosed.

The Debtor, through special counsel, and theoretically without his significant input, has initiated an action to determine ownership of the grain remaining at the time of the bankruptcy filing. Should certain aspects of that litigation be settled with those creditors? This is a right initially to be determined by the Debtor if his plan is confirmed.

Special counsel has also sent demands on certain disclosed preferences, but the Debtor's disclosures have been less than thorough. Assuming for the moment that all preferences have been disclosed, it still remains the Debtor's property right to determine what, if any, preferences are pursued; the plan relegates that authority to the Debtor.

Most disconcerting to the creditors through out this case has been the Debtor's lack of disclosure (or inability to disclose) the dissipation of his assets. The unsecured creditors committee has been compelled to employ an accountant for the specific purpose of examining the Debtor's books and records to determine where, when and how this dissipation occurred. That investigation has already uncovered significant disturbing questions as to the Debtor's transactions. It is clear that the Debtor made certain "advances" to certain farmers for future purchase of their grain, many of which had not been delivered. However, the Debtor's ability to make transactions via delivery or receipt of grain commodities rather than money, opens a whole new perspective on the preferences occurring in this case. The Debtor failed to disclose, but from his records it is evident that he was redelivering grain to certain farmers in the 90 days preceding the filing of his bankruptcy which is a transaction he was compelled to disclose in his bankruptcy but failed to do so. Despite these significantly valuable transactions, the Debtor feigns knowledge of his insolvency until mid or late January, 2004.

It is evident from the brief, although incomplete examination of the records by the special accountant employed by the unsecured creditors committee, that there are significant undisclosed transactions conducted by the Debtor shortly prior to the

involuntary bankruptcy petition. Despite the concern of creditors (evident by the involuntary petition) and their requests prior to the 341 meeting, for an explanation for the dissipation of assets, the Debtor proceeds down a course of Chapter 11, without full disclosure. The Debtor will oppose any effort for a full investigation and disclosure, as evident by his Plan's failure to provide for completion of the investigation of the dissipation of assets; the Debtor wants to keep his head (or his creditors' heads) buried in the sand as he proceeds down the same errant course he followed pre-petition.

The simple issue before this Court is whether to leave the Debtor in control of recovering some of the largest assets available to creditors, preferences, transfers, and the dissipation of over \$3,000,000. Confirmation of the Debtor's Plan will leave the fox in control of the hen house. Should the Debtor be granted the right to control the litigation post-confirmation, which litigation arises out of his voluntary actions? The creditors overwhelmingly reject this proposal.

THE PLAN IS NOT IN THE BEST INTEREST OF CREDITORS. Those creditors presently existing anticipate that one of their greatest rights to maximize their recovery is the recovery of preferences and fraudulent conveyances and redistribution of those proceeds. The UCC is also extremely concerned about the investigation relating to the \$3,000,000 loss and the possible claims or causes of action which may arise out of that loss.

The Plan provides the Debtor a discharge beyond the rights granted him by 11 U.S.C. §1141(d). The Debtor is entitled to a discharge pursuant to 11 U.S.C. §1141(d)(1)(A). However, the statute goes on to provide that the Debtor is not entitled to a discharge if his discharge would have been denied under 727. 11 U.S.C. §1141(d)(3).

The Debtor proposes to obtain a discharge despite the fact that the disclosure statement, (but not the Plan) provides for liquidation of all of or substantially all of the property. In that case the Debtor does not receive a discharge. 11 U.S.C. §1141(d)(3)(A). Under 11 U.S.C. §1141(d)(3)(B)b of that section the Debtor is not entitled to a discharge if he does not engage in business after confirmation of the Plan. The Debtor has not stated that he intends to stay in business although the Plan suggests that the assets will be used to pay his continuing debts incurred in the ordinary course of business. The Debtor does not disclose his business nor provide the income from that business to fund the Plan.

The Debtor's Plan provides for a discharge despite the fact there is on file with this Court an objection to the Debtor's discharge under 11 U.S.C. §727. 11 U.S.C. §1141(d)(3)(C) provides that the Debtor does not get a discharge under the Chapter 11 confirmation if his discharges have been denied under 727(a). The Debtor is trumping the UCC and an individual creditor's rights to have the Debtor denied a discharge based on his prebankruptcy activities without providing them an opportunity for hearing or trial on that matter.

THE BURDEN OF PROOF RESTS WITH THE DEBTOR. The burden of proof to establish confirmation is on the Plan proponent. That burden as to feasibility lies with the proponent. In re Consul Restaurant Corp., 146 B.R. 979, 984 (Bankr.D.Mn. 1992). The proponent must show that it is in the best interest of creditors. In re Briscoe Enters., Ltd. II, 994 F.2d 1160, 1167 (5th Cir. 1993). The burden resets on the Debtor to prove that the Plan is fair and equitable. In re Consul Restaurant Corp., supra., at 988.

The Debtor cannot meet the burden in light of his failure to explain and substantiate the causes for the dissipation of over \$3,000,000 in the year before his bankruptcy filing. The Debtor has acknowledged that he has not filed tax returns since 1998. The Debtor has not financial statements prepared since 1998. The Debtor's bankruptcy schedules and statement of Affairs cannot be accurate. The Debtor's disclosures of accounts receivable are not accurate. The Debtor's disclosures of pre-bankruptcy transfers are not accurate. The Debtor cannot confirm a Plan that puts him in control of the same issues that led to this bankruptcy.

CONCLUSION

The UCC respectfully requests that the Court deny confirmation of the Modified Plan of Reorganization dated August 4, 2004. In light of the impossibility of confirmation of any Plan of Reorganization by the Debtor, the UCC respectfully requests that the court grant the relief requested in another motion by the UCC to convert this case to Chapter 7.

Dated this 22nd day of September, 2004.

/e/ Kip M. Kaler

Kip M. Kaler

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VERIFICATION

I, Brian Erickson hereby verify the accuracy of the facts related in the above Memorandum of Law, except as to those facts relating specifically to the content of the Debtor's books and records. As the Chairman of the Official Committee of Unsecured Creditors I have examined virtually all of the documents filed by the Debtor and all of those on behalf of the Unsecured Creditors Committee. The Unsecured Creditors Committee opposes the Debtor's Plan.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this ____ day of September, 2004.

Brian Erickson