

Item 1 - Cover Page

April 11, 2013

Global Vision Capital Group, LLC

AL QUOZ 1, STREET 36B, VILLA 37Dubai, UAE

Contact: Mr. Jason R. Steen at 971 50 920 1219
or Randy@GVCapitalGroup.com

This brochure serves as a replacement to Part II of Form ADV Uniform Application for Investment Adviser Registration, which gives information about an investment adviser and its business for the prospective Clients. This information has not been approved or verified by any governmental authority. Registration of an investment adviser does not imply that the adviser possesses a certain level of skill or training.

Additional information about Global Vision Capital Group, LLC, is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Global Vision Capital Group, LLC (GVC) is a newly registered investment adviser with the Securities Exchange Commission (SEC). Therefore this Brochure is a new document and there are no material changes to be reported. In the future, this Item will discuss only specific material changes that are made to the Brochure. Each time GVC will reference the date of its last annual update of the Brochure.

Pursuant to new SEC Rules, Clients will receive a summary of any materials changes to the Brochure, and any subsequent versions of the Brochure within 120 days of the close of the GVC fiscal year, which is December 31. GVC may further provide other ongoing disclosure information about material changes as necessary. GVC will provide Clients with a new version of the Brochure as necessary based on changes or new information, at any time, without charge. Currently, anyone may request the Brochure by contacting Mr. Jason (Randy) Steen at 971 50 920 1219 or Randy@GVCapitalGroup.com.

Global Vision Capital Group, LLC

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Item 4 – Advisory Business

Global Vision Capital Group, LLC (the “**Investment Adviser**” or “**GVC**”) is an investment advisory firm registered with the Securities and Exchange Commission (the “**SEC**”). GVC offers advisory services to high net worth clients through managed accounts in exchange for a management fee, described below. GVC was organized on January 28, 2013 as a Delaware limited liability corporation. The sole owners and control persons of GVC are Mr. Jason (Randy) Steen and Mr. James M. Moon.

The principal office of GVC is located at AL QUOZ 1, STREET 36B, VILLA 37, Dubai, UAE. Regular business hours are from 9am to 5pm, Monday through Friday. Clients may call GVC any time during normal business hours to discuss their accounts, financial situation or individual needs.

As the managers and controlling persons of GVC, Mr. Steen and Mr. Moon control all of GVC’s business operations and activities. This Brochure provides information regarding GVC and its qualifications, business practices, and the nature of advisory services that should be considered.

Please contact Jason (“Randy”) Steen, Chief Compliance Officer, if you have any questions about this Brochure. Additional information about GVC is available on the Internet at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for GVC is 166975.

Mr. Steen and Mr. Moon, the individuals associated with GVC will provide its investment advisory services. They are appropriately licensed, qualified, and authorized to provide advisory services on behalf of GVC to its Clients.

Jason R. Steen

Mr. Steen was born on August 19, 1969 in West Palm Beach, Florida. Responsible for the day-to-day operations including implementation of systems, processes, and financial controls required for successful business growth. Randy has over 19 years of managing operations and streamlining systems. Experience includes managing a program with over \$660 million dollars’ worth of assets and was utilized to develop management consulting material used for a major United States Airline and hospital. Randy honorably completed military service where he specialized in program standardization, training development, and process systemization. Randy holds a Master’s degree specializing in Management

James M. Moon

Mr. Moon was born on September 7, 1971 in Cumberland, Maryland. With over 15 years' experience in real estate including building and construction, rehab projects, property management and investing in single family, multi-family, residential and light commercial properties, Mr. Moon has personally completed more than 40 projects and is actively involved in asset based lending. He is also a licensed commercial helicopter and airplane pilot. His military experience brings proven ability in leadership, management and organization to carry out the responsibilities of successfully managing over \$30 million in aviation resources. His record of success and achievement in various state, national and international programs and operations is evidence of his drive for integrity and excellence. He has a passion for helping others achieve success and is committed to structuring long-term business relationships and secure investments.

Description of Advisory Business

GVC manages accounts for high-net worth Clients (the "**Investment Management Services**") that represent they (1) have speculative capital for the principle purpose of investing and (2) are fully cognizant of the possible high risks associated with such investments. GVC's investment program (described below and in Item 8 of this Brochure) focuses on the global securities markets.

Investment account assets shall consist of (i) all such cash and investments of the Client as the Client may place under the supervision of GVC from time to time, plus (ii) all investments, reinvestments and proceeds of the sale thereof, including, without limitation, all dividends and interest on investments, and all appreciation thereof and additions thereto, less depreciation thereof and withdrawals therefrom (the "**Investment Account Assets**"). A separate managed account (the "**Managed Account**") is maintained for each Client's Investment Account Assets with the Custodian and the Client retains all rights of ownership to their Managed Accounts.

In its full and absolute discretion and without any obligation on its part to give prior notice to the Client, GVC shall have sole, complete and full power and authority to invest and reinvest all of the Investment Account Assets in such securities as GVC in its sole and absolute discretion shall consider to be in the best interest of the Client.

In connection therewith, GVC shall have sole, complete and full power and authority to: (i) issue orders for the Managed Account to a broker or dealer; (ii) instruct the Custodian to exercise or abstain from exercising any option, privilege or right held in the Managed Account; (iii) monitor the correct collection of income on the Managed Account by the Custodian; and (iv) take any other action with respect to securities or other property in the Managed Account as needed to serve the best interest of the Client. GVC shall further be free to make investment changes regardless of the

resulting rate of portfolio turnover, when it, in its sole discretion, shall determine that such changes will promote the investment objective of the Managed Account.

GVC reserves the right to advise Clients with respect to any other type of investment deemed appropriate based on the Client's stated goals and objectives. GVC may also provide advice on any type of investment held in a Client's Investment Account Assets at the inception of the advisory relationship or with respect to any investment for which the Client requests advice.

GVC does not guarantee any specific level of performance, the success of any investment decision or strategy that GVC may use, or the success of GVC's overall management of the Client. The Client understands that investment decisions made for the Client by GVC are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

There is no guarantee that the advisory services offered would result in the Client's goals and objectives being met. There is no guarantee of profit or protection from loss. The fees and expenses in connection with these advisory services may be higher than the cost of similar services offered through other financial firms or the fees associated with other financial services. No assumption can be made that any particular advisory services, investment strategy or fee arrangement will provide better returns than other investment strategies.

Clients are responsible for notifying GVC of any changes to their financial situation or investment objectives.

Item 5 – Fees and Compensation

Management Fee

Clients pay GVC a management fee (the “**Management Fee**”) based on a percentage of the value of the Investment Account Assets, as determined by the Custodian. The Management Fee shall be equal to $\frac{1}{4}^{\text{th}}$ of 2.0% of the Investment Account Assets value, calculated and paid quarterly in arrears (March 31, June 30, September 30 and December 31).

A pro rata Management Fee is charged to a Client with respect to any amounts permitted to be invested during any calendar quarter. The Management Fee is assessed pro rata in the event this Agreement is executed at any time other than the first day of a calendar quarter and with respect to any amounts permitted to be invested at any time other than the first day of a calendar quarter.

The Management Fee may be drawn directly from the Client's account whenever the following conditions are met and the Client authorizes direct fee withdrawals in writing below:

- The authorization must be limited to withdrawing contractually agreed upon Management Fee.
- GVC must notify the Client, in writing by at least first class mail not less than seven (7) days prior to the proposed date of withdrawal, of the exact amount of the proposed withdrawal and the specific manner or basis on which the management fee has been calculated. The notice shall advise the client of the opportunity to object to the invoiced amount and the manner in which the objection shall be made.
- The frequency of fee withdrawal must be specified in the written authorization or agreement.
- The Custodian of the account must be advised in writing of the limitation on the adviser's access to the account. This requirement may be satisfied by furnishing to the custodian a copy of the authorization or agreement.
- The Custodian must provide the Client, not less than quarterly, a statement indicating all amounts disbursed from the Investment Account including, separately, the amount of Management Fees paid. This information may be contained in the Custodian's regular periodic report to the Client.
- The Client must be able to terminate the written billing authorization at any time.

I **authorize** direct fee withdrawals from my Investment Account. The Client agrees to authorize the Custodian make payments from the Client's Investment Account to the Investment Manager in compensation for services as set forth in this Agreement.

Signature _____ Date_____

I **decline** to authorize direct fee withdrawals from my Investment Account.

Signature _____ Date _____

Item 6 – Performance Based Fees and Side-by-Side Management

Performance Fee

At present, GVC will not receive a Performance Allocation from Client's. However, GVC reserves the right, on adequate notice to Client's, to seek a Performance Allocation in the future.

Item 7 – Types of Clients

GVC provides Investment Management Services on a fully discretionary basis to high-net worth Clients through separately managed accounts. GVC manages accounts for Clients that represent they (1) have speculative capital for the principle purpose of investing and (2) are fully cognizant of the possible high risks associated with such investments.

In order to become a Client, prospective Clients must represent and warrant to GVC that: (i) it has full capacity and authority to enter into the Agreement and to perform its obligations thereunder; (ii) it has all governmental and regulatory licenses, registrations and approvals required by law as may be necessary perform its obligations under the Agreement; (iii) it will not, by entering into the Agreement and performing its obligations hereunder, breach or cause to be breached any undertaking agreement, contract, statute, rule or regulation of any court or any governmental body or administrative agency or self-regulating authority having jurisdiction over it; and (iv) should it be acting on behalf of third-party investors, it has determined the extent of any information regarding GVC that is required to be provided to such third-party investors and takes sole responsibility therefore.

Clients must meet certain minimum suitability requirements, including qualifying as an Accredited Investor and Qualified Client, unless otherwise determined by GVC.

All Clients must sign GVC's Investment Management Agreement. Prospective Clients must respond to all questions listed in the Investment Management Agreement in order to be able to become a Client of GVC.

GVC may reject any person's request to become a Client of GVC for any reason.

Although Mr. Steen and Mr. Moon expect to devote a significant amount of their time to the business of the GVC, they are only required to devote so much of their time to GVC as they determine necessary in their sole discretion.

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

Method of Analysis and Investment Strategy

GVC was established in 2013 with the goal of capitalizing in the real estate market based on current market rich opportunities. GVC's strategy is described in the following:

- Originate short-term, high return, low-risk project funding from our growing network of private investors, seasoned builders, and third-party referrals.
- Apply strict investment selection and due diligence criteria underwriting the asset and borrower, including site visits.
 - Property value analysis – 3 independent sources
 - Funding structure
 - Underwriting
 - Scope of work
 - Coordinating with all 3rd parties
- Professionally close each loan and property
 - Ensure clean title, lawful terms, and precise documentation adherent to each state's law. Recorded with courts.
 - Title Insurance – guaranteed clear title on the property
 - Property and hazard insurance
- Provide complete project management and oversight
 - Progress inspections
 - Builders control
 - Backup third party builder

Investment Structure

- First Position project funding
Based on 70% of purchase price
30% equity remainder based on a 180-day resale value
We focus on undervalued real estate
 - Current purchase price is already significantly below market value because of experienced borrower deal flow process
 - Immediate built in equity
- Second Position project funding
 - Includes Construction and Carry costs
 - 30% Protective equity on entire project as a hedge against market

fluctuations

- Total Loan to Value Ratio (LTV) will not exceed 70% ARV
- 6, 9 and 12 month project funding with equity participation on the back end (project completion)
 - Borrower pre-pays the following fees :
 - Origination points of 4%
 - 10 -15 % down payment – 70% LTV (protective equity)
 - 12% security and administration fee (borrowers risk)
 - All pre-paid borrower fees are held in an escrow account and disbursed to the investor upon project completion.
 - Construction and carry costs held in an escrow account and disbursed as progress payments upon inspection.

Investment Philosophy

The investment philosophy of GVC is based on what its founders, Mr. Steen and Mr. Moon believe to be an opportunity to capitalize on current distress in the financial markets.

The current banking and credit crisis, turmoil in the financial markets, and weak economic environment have created an opportunity to invest and lend in the domestic real estate market. Falling real estate values, rising unemployment, inflationary pressures, Wall Street constraints, and loose lending standards have all contributed to a market rich in opportunity.

Over the last three years, the percentage of individuals not qualified to borrow from banks has increased from 15% to 25% (and higher in select states) based on stricter banking standards and lower borrower credit ratings. With lower loan-to-value and higher credit score standards reflecting increasing denial rates, most "Rehab" and "Fix and Flip" investors are now turning to private lending sources as opposed to conventional banking to finance their projects.

These historic credit events have exponentially increased private lending deal flow from these investors with an overabundance of distressed and below-market inventory (on-the-market for "for-sale" and off-the-market as "shadow inventory") providing consistent high-yield, low-risk investment and private lending opportunities for the next 3-5 years or more.

Risk Management

- Security
 - No investment offers 100% certainty or guarantee against risk
 - Risks mitigated to the absolute lowest level

1. Selection of Projects
2. How we leverage the project
3. Key - Investment secured by Trust Deed and Note on the actual asset
4. Title Insurance
5. Property Insurance
6. Shared risk and reward

No other investment model provides this level of both security and return on investment

Item 9 – Disciplinary Information

Neither GVC nor its founders, Mr. Steen and Mr. Moon, have been involved in any legal or disciplinary events, other than the matter described in Item 19 for Mr. Moon. No disciplinary events have been recorded by the any state or the SEC. GVC does not have any current Clients. No prospective Client has threatened GVC, Mr. Steen or Mr. Moon.

Item 10 - Conditions for Managing Accounts

Investment Account Assets shall consist of (i) all such cash and investments of the Client as the Client may place under the supervision of GVC from time to time, plus (ii) all investments, reinvestments and proceeds of the sale thereof, including, without limitation, all dividends and interest on investments, and all appreciation thereof and additions thereto, less depreciation thereof and withdrawals therefrom.

The minimum account size that shall be accepted by GVC is one hundred thousand U.S. dollars (USD \$100,000), subject to an 18 month lock-up period (as set forth below), and the Client may add to or withdraw funds from its investment account (the "**Investment Account**") in increments of twenty five thousand U.S. dollars (USD \$25,000) at any time as long as the Investment Account Assets remain equal to or in excess of such amount.

- 18 month lock-up period for invested capital. (This allows the Investment Manager to plan on using the capital for 2 deals during the lock-up period, since a typical deal is approximately 6 month long plus delays). The Investment Manager reserves the right to extend the 18 month lock-up period for only that portion of invested capital remaining in a project until the project is completed or until a new investor can be secured, whichever occurs first. Capital being extended beyond the 18 month lock-up period will continue to gain returns as if normally invested. Early withdrawals are authorized with the following restrictions:
 - Any request for early withdraw will incur a 5% penalty of the requested withdraw amount
 - Inactive capital withdrawals will be returned within 30 days from receipt of the request minus 5% early withdraw penalty.

Active Capital Withdrawal will be returned upon the completion of the deal (sell of the property) where the capital is invested or when another Client has been secured to assume the remainder of the deal, whichever occurs first, minus the 5% early withdraw penalty. Additionally, the withdrawing investor will forfeit any remaining/outstanding payment they were scheduled to receive beyond the date they submitted the request for early withdraw (all payments stop the day they submit the request, not from the time funds are released back to the Client).

In order to become a Client, prospective Clients must represent and warrant to GVC that: (i) it has full capacity and authority to enter into the Agreement and to perform its obligations thereunder; (ii) it has all governmental and regulatory licenses, registrations and approvals required by law as may be necessary perform its obligations under the Agreement; (iii) it will not, by entering into the Agreement and performing its obligations hereunder, breach or cause to be breached any undertaking agreement,

contract, statute, rule or regulation of any court or any governmental body or administrative agency or self-regulating authority having jurisdiction over it; and (iv) should it be acting on behalf of third-party investors, it has determined the extent of any information regarding GVC that is required to be provided to such third-party investors and takes sole responsibility therefore.

Clients must meet certain minimum suitability requirements, including qualifying as an Accredited Investor and Qualified Client, unless otherwise determined by GVC. Investors must respond to all questions listed in the Agreement in order to be able to become a Client of GVC.

GVC may reject any person's request to become a Client of GVC for any reason.

Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

GVC has adopted a Code of Ethics (the “**Code**”) pursuant to Rule 204A-1 of the Investment Advisers Act and Rule 17j-1 of the Investment Company Act. GVC’s Code sets forth standards of ethical and business conduct expected of access persons and addresses conflicts that may arise from personal trading by GVC personnel to ensure that GVC’s fiduciary obligations to its clients are met as well as compliance with federal securities laws. The Code includes a personal trading policy and policies and procedures to detect and prevent insider trading. Additionally, the Code defines material, nonpublic information and the restrictions on trading on any such knowledge. The Code also includes policies and procedures on serving as officers, trustees and/or directors of outside organizations and participating in outside business activities. Additionally, the Code sets forth specific restrictions and limitations as to which employees may make political contributions, as well as preclearance requirements for certain political contributions.

All GVC personnel must acknowledge understanding and agree to comply with the Code initially upon employment and must certify on an annual basis that they have read and understand the code and have complied with it.

Clients or prospective clients may obtain a copy of the Code upon request.

Conflicts of Interest

Clients or investors should carefully consider the conflicts of interest described here and in the Agreement, as applicable.

Other Investment Accounts

The Client understands that GVC, Mr. Steen or Mr. Moon may take actions for their own accounts that differ from advice given to or action taken for the Client. GVC is not obligated to buy, sell or recommend for the Client any security or other investment that GVC, Mr. Steen or Mr. Moon may buy, sell or recommend for their own accounts. The Agreement does not limit or restrict in any way GVC, Mr. Steen or Mr. Moon from buying, selling or trading in any securities or other investments for their own accounts.

Conflicts of interest may arise in the allocation of investment opportunities among accounts that GVC advises. GVC will seek to allocate investment opportunities believed appropriate for the Client’s account and other accounts advised by GVC among such accounts equitably and in a manner consistent with the best interests of all accounts involved. But, there can be no assurance that a particular investment opportunity that comes to the attention of GVC will be allocated in any particular manner.

To address the conflicts of interest posed by this type of trading or investing, GVC maintains the Code, as described above. Specifically, the Code requires that GVC personnel obtain written pre-clearance for transactions that exceed a de minimis level. The Code also establishes minimum holding periods for such securities. Additionally, the Code requires access persons to submit transactions reports and initial and annual holding reports showing all transactions in which the person has, or by reason of such transaction acquires, any direct or indirect beneficial ownership in covered securities, with limited exceptions for securities such as shares of mutual funds not advised by GVC. This enables GVC to determine with reasonable assurance any indications of front-running or other appearance of a conflict of interest.

Item 12 – Brokerage Practices

Brokerage Practices

At present, based on GVC's business model, funds are held by a third party closing agent, a real estate attorney, or in a trust account. GVC will not utilize the services of brokers and dealers.

Item 13 – Review of Accounts

Review of Accounts

On a continuous basis, GVC monitors and reviews portfolio activity in the Managed Accounts. Mr. Steen and Mr. Moon may employ various computer programs in conducting periodic account reviews which include monitoring for account restrictions, consistency with investment objectives and strategy descriptions. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

Clients receive monthly accounts statements directly from the third party servicing company (the "Custodian"). GVC urges clients to carefully review official custodial records.

Mr. Steen and Mr. Moon will meet with Clients upon request. Clients agree to a minimum of two (2) meetings yearly with Mr. Steen or Mr. Moon to review and discuss the Investment Management Services provided under the Agreement. Such meetings shall be scheduled to take place in person at a mutually convenient time and location and if both Mr. Steen or Mr. Moon and the Client agree, such meeting may be conducted by telephone.

Client understands and agrees that the Investment Management Services are a diversification opportunity for the Client's investment portfolio, not a complete investment program. There can be no assurance that GVC will achieve the Client's investment objectives or avoid substantial losses. The Client should not engage GVC with the expectation of sheltering income. Clients are urged to consult with their business, tax and legal advisers before engaging GVC.

Item 14 – Client Referrals and Other Compensation

Brokerage for Client Referrals

Presently, GVC does not have any such referral arrangements. GVC will not utilize the services of a broker. Rather, GVC will use a third party servicing company and will be subject to a two percent (2%) servicing fee.

Item 15 – Custody

Custody of the Client's assets will be maintained at a third party servicing company. (the "Custodian"). The Client agrees to inform GVC immediately if it is dissatisfied with GVC's decisions or actions, or if it is dissatisfied with the Custodian's handling of the Investment Account. The Client will be solely responsible for paying all fees or charges of the Custodian. The Client authorizes GVC to give the Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Client. The Client shall pay all fees and expenses of the Custodian. All transactions will be consummated by payment to or delivery by, the Custodian, of all cash or securities due to or from the Investment Account.

GVC shall at no time have custody or physical control of any of the Investment Account Assets and it is the responsibility of the Client to reach an agreement with the Custodian. GVC shall instruct the Custodian executing orders on behalf of the Investment Account to forward to the Custodian and the Client copies of all confirmations promptly after execution of transactions. GVC shall have no responsibility or liability with respect to custodial arrangements or the acts, omissions or other conduct of the Custodian.

The term "Custodian" for purposes of this Agreement shall mean the third party servicing company, or subject to the approval of GVC, another financial institution designated by the Client in **Exhibit A** of the Agreement (the "**Custodian**"). The Custodian shall maintain assets of the Client in an account suitable for investing as determined by the Custodian (the "**Investment Account**") and as agreed to by GVC in its sole and absolute discretion.

The Client shall cause the Custodian to accept instructions from GVC to execute transactions for the Investment Account and to provide GVC daily and monthly reports concerning the status of the Investment Account and such other information relating to the Investment Account or the Investment Account Assets as GVC may from time to time request.

GVC is deemed to have a form of custody of Client funds and securities whenever it is given the authority to have fees deducted directly from client accounts. However, this is the only form of custody that GVC will have over individual Client accounts.

Item 16 – Investment Discretion

In its full and absolute discretion and without any obligation on its part to give prior notice to the Client, GVC shall have sole, complete and full power and authority to invest and reinvest all of the Investment Account Assets in such securities as GVC in its sole and absolute discretion shall consider to be in the best interest of the Client.

In connection therewith, GVC shall have sole, complete and full power and authority to: (i) issue orders for the Managed Account to a third party servicing company; (ii) instruct the Custodian to exercise or abstain from exercising any option, privilege or right held in the Managed Account; (iii) monitor the correct collection of income on the Managed Account by the Custodian; and (iv) take any other action with respect to securities or other property in the Managed Account as needed to serve the best interest of the Client. GVC shall further be free to make investment changes regardless of the resulting rate of portfolio turnover, when it, in its sole discretion, shall determine that such changes will promote the investment objective of the Managed Account.

Item 17 – Voting Client Securities

The Client agrees that GVC shall not have the authority or the responsibility to vote proxies on the Client's behalf for securities held in the Client's account. GVC is authorized and directed to instruct the Custodian to forward promptly to the Client copies of all proxies and shareholder communications relating to securities held in the Client's account (other than materials relating to legal proceedings). The Client agrees that the GVC will not be responsible or liable for any proxies where it or the Custodian has not received such proxies or related shareholder communications on a timely basis. GVC shall not be required to advise the Client or act for the Client in any legal proceedings, including bankruptcies or class actions, involving securities held in the Client's account.

Item 18 – Financial Information

Neither GVC nor Mr. Steen have ever been the subject of a bankruptcy petition and currently neither is the subject of a bankruptcy petition.

Mr. James M. Moon filed a Chapter 7 bankruptcy petition, which was discharged on April 27, 2010. Mr. Moon is not currently the subject of a bankruptcy petition.