

4. With the change of ownership and control, Keen CF Realty LLC has undertaken an inquiry as to any new connections with the Debtors or their estates. Keen refers to the Affidavit of Disinterestedness originally filed herein by KPMG CF Realty at the time of its retention (the "Original Affidavit").

5. As set forth in the Original Affidavit, Keen CF Realty LLC may have represented in the past, may currently represent, and likely in the future will represent parties in interest in connection with matters unrelated to the Debtors and these Chapter 11 cases. As part of its practice, Keen CF Realty LLC also appears in cases, proceedings and transactions involving many different attorneys and accountants, some of which may represent claimants and parties-in-interest in these Chapter 11 cases. Keen CF Realty LLC does not represent any such entity in connection with these Chapter 11 cases or have any relationship with any such entity, attorneys, accountants or advisors that would be adverse to the Debtors or their estates.

6. Keen CF Realty LLC continues to be a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), as modified by section 1107(b), in that, to the best of my knowledge, Keen CF Realty, its members and employees:

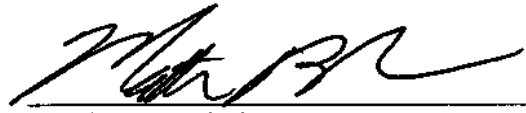
- (a) are not creditors, equity security holders, or insiders;
- (b) are not and were not investment bankers for any outstanding security of the Debtors;
- (c) have not been, within three years before the date of the filing of the petition, investment bankers for a security of the debtors, or attorneys for such an investment bankers in connection with the offer, sale, or issuance of a security of the Debtors;
- (d) are not and were not, within two years before the date of the filing of the petition, a director, officer, or employee of the Debtors or of an investment banker specified in subparagraph (b) or (c) above; and
- (e) do not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors or an investment banker specified in the subparagraph (b) or (c) above, or for any other reason.

7. Despite efforts to identify and disclose Keen CF Realty LLC's connections with parties in interest in these Chapter 11 cases, Keen CF Realty LLC is unable to state with certainty that every client relationship or other connection has been disclosed. In this regard, if Keen CF Realty LLC discovers additional material information that it determines requires disclosure, it will promptly file a supplemental disclosure with this Court.

8. The scope of the services to be performed by Keen CF Realty LLC and the fee structure are accurately set forth in the original Retention Agreement as are the other terms of Keen CF Realty LLC's retention and there are no changes to the retention or the Original Affidavit except as set forth herein.

9. Any fees payable by the Debtors in accordance with the original Retention Agreement will be payable to Keen CF Realty LLC.

10. I have not agreed to share with any person except members and consultants of my firm the compensation to be paid for the services rendered in this case, except as is set forth in the original Retention Agreement.



Matthew Bordwin

Subscribed and Sworn to
before me on this 30th day
of November, 2010.



Notary Public

CINDY B. SCHNEIDER
Notary Public State of New York
No. 018C6127837
Qualified in Nassau County
Commission Expires May 31, 2013