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ASSOCIATES:
KARLA M. CAMPBELL
BEN GASTEL*
STACEY K. SKILLMAN **

OF COUNSEL:
ROBERT E. RICHARDSON, JR. ***

September 27, 2012

* ALSO ADMITTED IN GA
** ALSO ADMITTED IN KY
*** ONLY ADMITTED IN OH

Ms. Sharla Dillon
Docket Room Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Via Hand Delivery

Re: Petition of Laurel Hills Condominiums Property Owners Association for a
Certificate of Public Convenience and Necessity
Docket No. 12-00030

Dear Sharla:

I have enclosed an original and five copies of the Response of Laurel Hills Condominiums Property Owners Association to First Discovery Request of the Customer Intervenor to Laurel Hills Condominiums Property Owners Association in the above styled case along with this cover letter.

This Response and this cover letter are being filed electronically by electronic mail this same date. Please return the additional copy of the Response stamp filed to me.

Thank you for your assistance.

Sincerely yours,



BENJAMIN A. GASTEL

Enclosure

c: Shiva Bozarth
John J. Baroni
Melanie Davis
Robert Schwerer
Michael McClung

**IN THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE**

IN RE:

**PETITION OF LAUREL HILLS
CONDOMINIUMS PROPERTY OWNERS
ASSOCIATION FOR A CERTIFICATE
OF PUBLIC CONVENIENCE AND
NECESSITY**

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DOCKET NO. 12-00030

**RESPONSE OF LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS
ASSOCIATION TO FIRST DISCOVERY REQUEST OF THE CUSTOMER
INTERVENORS TO LAUREL HILLS CONDOMINIUMS PROPERTY
OWNERS ASSOCIATION**

The following are the Responses of Laurel Hills Condominiums Property Owner's Association to the First Discovery Request of the Customer Interveners, Gary Hauser, *et al.*, (the "Customer Interveners" or "Customers") served on Thursday September 20, 2012.

1. Gary Haiser, et al ("Customers") specifically incorporates each and every Data Request filed by the TRA on August 28, 2012 in this Docket as if fully stated herein. The Customers expressly reserve the right to seek supplemental responses and/or file a motion to compel if the Customers determine that any responses to the Data Request are inadequate or incomplete.

RESPONSE: Laurel Hills incorporates its responses filed with the TRA on September 7, 2012 into its responses to this request (the "TRA Data Request Responses").

2. Gary Raiser, et al ("Customers") specifically incorporates each and every Discovery Request filed by the Consumer Advocate on September 14, 2012 in this Docket as if fully stated herein. The Customers expressly reserve the right to seek supplemental responses and/or file a motion to compel if the Customers determine that any responses to the Discovery Request are inadequate or incomplete.

RESPONSE: Laurel Hills incorporates its responses filed with the TRA on September 25, 2012 into its responses to this request (the "CAD Data Request Responses").

3. Provide a copy of IRS Form 1024, Application For Recognition Under Section 501(a) and IRS letter accepting Laurel Hills as a nonprofit organization.

RESPONSE: Laurel Hills did not file Form 1024 with the IRS. Laurel Hills determined that the benefits of official recognition of as a non-profit exceeded the costs of obtaining the recognition and as a result determined that it would maintain non-profit status with the State of Tennessee but not seek formal recognition for tax purposes. This is customary for homeowners associations because these types of organizations do not turn a profit and any monies left over at the end of the year can be returned to members or used to reduce association dues in the future.

4. State the current corporate status of Laurel Hills (nonprofit, for profit, LLC, etc.) and explain why the Tennessee Annual Corporation Report filed on June 16, 2011 states Laurel Hills is not for profit, public benefit corporation but laurel Hills file IRS

form 1120 (for profit) Corporate tax return in 2011. State why Laurel Hills did not file the required IRS form 1120H return.

RESPONSE: Laurel Hills is a Tennessee non-profit corporation. It files form 1120 instead of form 1120H because it has never sought formal recognition as a non-profit with the IRS.

5. Reference the Laurel Hills Response to the Staff data Request, Response #1, \$400,000.00 Promissory Note, explain and differentiate between paragraph one of the note that indicates it is a demand note and paragraph two which indicates it is a term note.

RESPONSE: Moy Toy, the lender, reserved the right to demand full and immediate payment of the note while providing a payment schedule that Laurel Hills could follow should it decide to do so.

6. Reference the Laurel Hills Response to the Staff data Request, Response #1, \$400,000.00 Promissory Note, explain what security Laurel Hills provided in exchange for the Promissory Note from Moy Toy, LLC. Provide copies of any documents showing a security interest.

RESPONSE: The promissory note is secured by the water system. In lieu of creating a deed of trust evincing the security interest, Laurel Hills and Moy Toy executed a revocable license agreement that would permit Moy Toy to terminate the water system's right to have its system on Moy Toy's property. A copy of the license agreement is attached.

7. Reference the Laurel Hills Response to the Staff data Request, Response
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#1, \$400,000.00 Promissory Note, explain how Moy Toy, LLC posted and accounted for the \$400,000.00 transaction in their ledger.

RESPONSE: Laurel Hills objects to this request. Moy Toy is not a party to this proceeding and Laurel Hills does not control Moy Toy. To the extent that this relates to how Laurel Hills accounted for the promissory note, the note is reflected in Laurel Hills' balance sheet, which was produced as part of the TRA Data Request Response No. 2. Laurel Hills has not had sufficient financial resources to pay the debt on the note as provided in the note, and therefore has not been making the required monthly payments on the note. An interest payment was paid to Moy Toy in the amount of \$6,420 as reflected in the profit and loss detail provided as part of TRA Data Request Response No. 3.

8. Reference the Laurel Hills Response to the Staff data Request, Response #1, \$400,000.00 Promissory Note, provide a copy of Moy Toy, LLC's 2011 Federal Tax return to reflect proper asset reporting.

RESPONSE: Laurel Hills objects to this request. Moy Toy is not a party to this proceeding, and Laurel Hills does not control Moy Toy.

9. Reference the Laurel Hills Response to the Staff data Request, Response #1, \$400,000.00 Promissory Note, provide a copy of the note and any deed of trust or other securing document.

RESPONSE: The promissory note was included in TRA Data Request No. 1. The security agreement documents are provided as part of Response No. 6.

10. Reference the Laurel Hills Response to the Staff data Request, Response #1, \$400,000.00 Promissory Note, state whether the \$6420.00 paid in 2012 to Moy Toy, LLC was for installments? How many installments? Why weren't the remaining required installment payments made? Is Laurel Hills now in default with respect to the note?

RESPONSE: Laurel Hills incorporates its response to Response No. 7 into this response. Laurel Hills states further that it is in default under the note.

11. Further to the discovery request #22 filed by the Consumer Advocate on September 14, provide copies of the coverage description pages for policies 03088215, 03083096, and any other policies not listed in Laurel Hills Response to the Staff data Request, Response #1.

RESPONSE: Laurel Hills' is in the process of procuring the documents related to its insurance policy and will produce that when it has obtained the copy.

12. In reference to Laurel Hills Response to the Staff data Request, Response #1, VEC Summary and reference the electronic copies of the 2011 and 2012 profit and loss detail, utilities account, explain why the electric amounts for the Mullinix Drive station match the VEC Summary for 2012 but exceed the VEC Summary for 2011.

RESPONSE: The summary for 2011 includes all electric accounts for which Laurel Hills is financially responsible. The summary for 2012 includes only those for the Mullinix Drive meter which is the meter that serves the pump station.

13. In reference to Laurel Hills Response to the Staff data Request, Response #1, Pittsburgh Tank Estimate, state whether they will still provide an annual maintenance

plan that finances the repair costs over time as they offer in their original estimate dated December 12, 2005 (2006 TDEC Inspection Report attachment) and if so, state the annualized cost.

RESPONSE: Pittsburgh Tank has not provided annual maintenance for the water tank since Laurel Hills procured the system. The scope of work currently being considered is detailed in the documents provided as part of TRA Data Request No. 1.

14. In reference to Laurel Hills Response to the Staff data Request, Response #1, Frontier Invoice, provide additional pages detailing breakdown of standard monthly charges.

RESPONSE: See attached.

15. In reference to Laurel Hills Response to the Staff data Request, Response #1, confirm that the July 31, 2012 email from Johnny Walker indicates placing the water tower back into service is voluntary and is a recommendation and not a requirement.

RESPONSE: As is clear from the email, TDEC at this time is not requiring the repair and maintenance of the storage tank, but TDEC does require that Laurel Hills ensure that there is a continuous, uninterrupted service of water on the mountain. TDEC does not mandate how Laurel Hills ensures this service. However, the water tank is the only feasible method to ensure a constant, consistent, and clean water service to Laurel Hills' customers.

16. In reference to Laurel Hills initial Petition for a CCN, paragraph 9

(only source of income), and noting that the water system is an asset of Laurel Hills Condominiums Property Owners Association, explain why the annual \$1300 maintenance fee for each timeshare week is not considered income to operate the water system.

RESPONSE: The maintenance fees charged to Laurel Hills' members covers time share management operations including maintenance of the time share units, utilities to those units, and other services. Laurel Hills' members should not be subsidizing the water use of non-members through payment of maintenance fees for time share operations. Accordingly, Laurel Hills seeks to cover water system operations solely through water service fees, otherwise the members of Laurel Hills, a non-profit organization, would be spending money to help ensure the water supply of non-members.

17. In reference to the \$11,282.50 fine/penalty expense to the State of Tennessee, and noting that the water system is an asset of Laurel Hills Condominiums Property Owners Association, and that this type of expense was foreseen at the time of purchase, explain why this one-time mismanagement cost should be applicable to any future rate determinations for water service.

RESPONSE: At the time Laurel Hills obtained the system, the previous owner did not have sufficient funds to pay this fine. Accordingly Laurel Hills' members lent money to Laurel Hills to pay the fine. Accordingly, current customers of the system have not assumed this cost, even though the cost is a valid, reasonable, and prudent expense incurred by Laurel Hills in operating the water system. If this cost is not included in future rate determinations, Laurel Hills' members, then, would functionally be subsidizing the entire system and the procurement of water service for non-members. Moreover, Laurel Hills is a non-profit organization and members cannot and do not seek to

financially benefit from operation of the water system, and accordingly it follows that those members should not disproportionately bear the cost of operating that system.

18. Identify the total number of timeshare weeks managed by Laurel Hills Condominiums Property Owners Association and the total revenue that would be realized by Laurel Hills Condominiums Property Owners Association if a 100% collection rate was realized.

RESPONSE: Laurel Hills objects to this request to the extent that the term “timeshare weeks managed by Laurel Hills” is vague. Subject to this objection Laurel Hills states that there are approximately 200 individual timeshare weeks that are outstanding and deeded. Of those 200 weeks, Laurel Hills owns approximately 100 of those weeks. The remaining weeks are held by members of the general public. Laurel Hills would realize approximately \$130,000 in 2011 (\$165,000 in 2012) for maintenance fee revenue if 100% collection rate was realized, but Laurel Hills, recognizing that collection of maintenance fees from owners will never reach 100%, sets the maintenance fee based on the estimation of how many timeshare week owners will actually pay the maintenance fee. If Laurel Hills could realize a 100% collection rate, the maintenance fee could be dramatically reduced, but in reality this is simply not possible.

19. Identify the annual maintenance fee charged for each timeshare week for the last five years (2008•2012) and provide any calculations, figures and work product as to how the annual fee was developed and justified.

RESPONSE: Laurel Hills objects to this request to the extent that it seeks information unrelated to the water system operations. Subject to and without waiving this

objection, Laurel Hills states that for 2011 all timeshare week owners were charged \$1300 in maintenance fees and for 2012 were charged \$1650 in maintenance fees. Laurel Hills further incorporates its response to Request No. 18 into its response for this request.

20. In reference to the 2011 and 2012 General Ledger of Laurel Hills Condominiums Property Owners Association, explain the extremely low rate of annual maintenance fee collections.

RESPONSE: Many unit week owners are not paying dues, and Laurel Hills has not determined a financially viable method for collecting past due amounts. The low collection rates are in part driven by the economy as timeshare week owners stop paying maintenance fees when the economy is weak.

21. Identify all timeshare weeks held by Renegade Mountain Timeshares, LLC and for each week held, the outstanding balance of annual maintenance fees owed to Laurel Hills Condominiums Property Owners Association for 2011 and 2012.

RESPONSE: Renegade Mountain Timeshares, LLC does not own any deeded timeshare weeks.

22. Identify the occupancy rate for each of the seven timeshare units (how many weeks per year is the actual unit occupied) for 2011 and 2012.

RESPONSE: Excluding the fact that Laurel Hills occupies one timeshare unit, the occupancy rate has been zero for the past two years.

23. Reference the December 30, 2011 letter sent with the customers January
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invoices, provide the minutes from the Laurel Hills emergency BOD meeting held on December 22, 2011.

RESPONSE: No formal minutes were produced for that meeting.

24. Given the requirement to maintain a customer complaint log and given that the email address laurelhillscondoass@gmail.com is the only published method of contact for the water system, provide copies of all emails received from customers and Laurel Hills corresponding response for 2011 and 2012 that reference questions or complaints.

RESPONSE: Laurel Hills objects to this request to the extent that Laurel Hills is under a duty to maintain a customer complaint log. Subject to this objection and without any unintended admission, Laurel Hills states that customer complaints sent to the identified email address that were located through a reasonable search are attached.

25. Given the requirement to maintain a customer complaint log, provide a copy of all written correspondence received from customers in 2011 and 2012 that denote questions, complaints or concerns about the water service.

RESPONSE: Laurel Hills objects to this request to the extent that Laurel Hills is under a duty to maintain a customer complaint log. Subject to this objection and without any unintended admission, Laurel Hills states that written customer complaints identified through a reasonable search are attached.

26. In reference to Michael McClung's Pre-filed Testimony dated September 6, 2012, Page 12 and given the water system's current infrastructure, identify the known, estimated or projected capacity of the water system (how many potential connections can

it serve now) and explain why the figure of 135 connections should be used to determine any future rate structure.

RESPONSE: Laurel Hills has not conducted a formal engineering analysis on the full capacity of the water system. Given the fact that any near-term development in the Renegade Mountain development is highly unlikely, there is no reason to conduct any such analysis.

Laurel Hills maintains that the current customer base is the proper basis to determine rates at this time. If future connections come online, then obviously Laurel Hills or the Customers could petition for a rate change, but this is highly unlikely.

27. Explain why the \$1000 claimed for the installation of each valve and valve box should not be reduced by the amount equal to the reconnect fee, since Laurel Hills will eventually realize a reconnect fee for that property.

RESPONSE: Laurel Hills disagrees with the assumption contained within this request. A reconnection fee will only be charged if and when a customer terminates service and wishes to reconnect or Laurel Hills terminates service for acceptable reasons (i.e. nonpayment). Simply installing a valve box does not mean Laurel Hills is entitled to a reconnect fee. Laurel Hills does not intend to charge a reconnect fee for simply installing the valve boxes.

28. Provide bank statements for Laurel Hills Condominiums Property Owners Association from January to June 2011.

RESPONSE: These have been provided as part of TRA Data Request Response

29. Provide all documents, notes, or a synopsis of conversations between Joseph Wucher, J.L. Wucher Company, LLC or any other known party and Moy Toy, LLC, or any other known party, regarding the sale of the water system and any efforts to relieve or indemnify Joseph Wucher, J.L. Wucher Company, LLC or any other known party from any legal proceedings initiated by the State of Tennessee.

RESPONSE: Laurel Hills objects to this request because Moy Toy is not a party to this proceeding and Laurel Hills does not control Moy Toy.

30. Reference the Laurel Hills Response to the Staff data Request, Response #1, \$400,000.00 Promissory Note, explain the method and categories of depreciation that will be used to depreciate the water system, specifically the basis valued calculated, useful life and the amount of Goodwill depreciation determined.

RESPONSE: Laurel Hills has not determined a depreciation schedule for the assets that are the subject of the referenced promissory note.

31. In reference to the electronic copies provided of the profit and loss detail of laurel Hills for 2011 and 2012, provide receipts, detail and explanations of the following:

Monthly totals listed for accounting provided by Landsford and Stephens are the total cost of monthly accounting or the pro rata share applied to water operations? If prorated, what is the percentage of proration?

RESPONSE: The monthly costs are a pro rata share applied to water operations.

Total accounting services invoices for the period of Jan. 2011- Aug 2012 was \$5,405 of which \$2,900 was allocated to water operations.

Monthly totals listed for annual corporate report fee, bank fees and bank checks are the total cost realized or the pro rata share applied to water operations? If prorated, what is the percentage of proration?

RESPONSE: The corporate report fee of \$40 was split 50/50 between water operations and time share management operations. The only bank fee appearing as a \$36 fee for insufficient funds of which 100% was allocated to the water operations because water operations were responsible for the insufficient funds fee.

Monthly totals listed for pest control are the costs associated with the "free" timeshare unit or for the entire timeshare complex? If prorated, what is the percentage of proration?

RESPONSE: Pest control fees were pro rated 50/50 between water operations and time share management operations. These services were provided to the timeshare unit used as office space by Laurel Hills and did not include pest control fees for all timeshare units.

Detail and receipts for the \$97.68 and \$1517.19 checks written to Darrell McQueen.

RESPONSE: See attached.

Detail, receipt and explanation of services (\$3387.50) paid for tank repairs.

RESPONSE: See attached.

DATED: September 27, 2012

RESPECTFULLY SUBMITTED,



Donald L. Scholes
Benjamin A. Gastel
Branstetter, Stranch & Jennings, PLLC
227 Second Avenue North
Fourth Floor
Nashville, TN 37201-1631

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

John J. Baroni,
Assistant Attorney General
Office of the Attorney General and Reporter
Consumer Advocate and Protection Division
P.O. Box 20207
Nashville, TN 37202-0207

Melanie Davis, Esq.
Kizer & Black
329 Cates Street
Maryville, TN 37801-4903

Jean Stone, General Counsel
Monica Smith-Ashford, Senior Policy Advisor and Hearing Officer
Shiva Bozarth, Esq.
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

on this the 27th day of September, 2012.



Benjamin A. Gastel
Attorney For Petitioner

**RESPONSE
TO FIRST
DISCOVERY
REQUEST
NO. 6**

NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT
FOR UTILITY PURPOSES

THIS NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT is entered into this 1st day of May, 2011, by and between **MOY TOY, LLC**, a Tennessee limited liability company (hereafter "**MOY TOY**") and **LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION**, a Tennessee nonprofit corporation, (hereafter "**LAUREL HILLS**").

WHEREAS, LAUREL HILLS desires permission from **MOY TOY** to enter upon various lands owned by **MOY TOY** for utility purposes in connection with **LAUREL HILLS'** operation of a water system; and

WHEREAS, LAUREL HILLS has requested that **MOY TOY** grant it this Non-Exclusive Revocable License to utilize **MOY TOY'S** properties that are set aside generally for utility purposes; and

WHEREAS, MOY TOY is willing to grant **LAUREL HILLS** this license for the purposes set forth herein, subject to certain terms and conditions, and

WHEREAS, in consideration of the receipt of this license, LAUREL HILLS agrees to be bound by the limiting conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are made a part of this Non-Exclusive Revocable License Agreement by this reference.
2. **Grant of Permission.** **MOY TOY** hereby gives permission, revocable and terminable

as hereinafter provided, and non-exclusive, to **LAUREL HILLS** to enter onto the land of **MOY TOY** described below for the purpose of using it for the operation of a water distribution system consisting of water transmission lines, water service lines, water meters, valves, pumping stations, water storage tanks, and related appurtenances, all on the terms and conditions herein set forth which **LAUREL HILLS** promises to comply and abide with.

3. **Description of Property.** The real property of **MOY TOY** that **LAUREL HILLS** is hereby permitted to enter and utilize is described as follows:

Those certain areas within the lands legally described in Exhibit "A", attached hereto, generally reserved for the location of utilities within rights of way, roadways, common areas, utility easements and the like; provided, however, that the location, construction, and installation of any water line, meter, valve, pump, storage tank, or any other fixture or appurtenance used by **LAUREL HILLS** in the operation of its water system shall require prior notice to and written approval of **MOY TOY**; provided, however, that this license is made subject to all matters set forth on Exhibit "B", also attached.

4. **Monetary Consideration.** Consideration for this license and the monetary sum to be paid by **LAUREL HILLS** to **MOY TOY** for the granting thereof shall be based upon the formula and calculation thereof as agreed to by the parties, which monetary consideration shall be in addition to the payment set out in that certain Conveyance Agreement dated May 1, 2011 between the parties, and except for the land described in the deed of conveyance specified in said agreement, **LAUREL HILLS** hereby expressly acknowledges that **MOY TOY** shall retain fee simple title to all of the above-described real property, and **LAUREL HILLS** agrees never to assail, resist, or deny such title.

5. **Permission Not Exclusive.** This permission is not exclusive to **LAUREL HILLS**, and **LAUREL HILLS** shall have the privilege hereunder only of occupying such portion of the above-

described property as the designated representative of **MOY TOY** shall from time to time designate.

6. **Installation of Utilities and Improvements.** **LAUREL HILLS** shall be required to provide **MOY TOY** with all necessary plans, specifications, surveys, and sketches documenting the type and location of all utilities and appurtenances proposed or intended to be installed. Prior to the installation of any utilities, structures, or appurtenances thereto, **LAUREL HILLS** shall be required to secure all necessary permits therefore and provide copies to **MOY TOY**, pay **MOY TOY** any monetary consideration, and obtain prior written approval therefore from **MOY TOY**.

7. **No Nuisance On Premises.** **LAUREL HILLS** shall not perform or permit any of **LAUREL HILLS'** representatives, agents, employees, contractors, or any other person to perform any disorderly conduct or commit any nuisance on the property or to use the premises in any way so as to interfere with the exercise by other licensees or permittees of privileges which **MOY TOY** may give them in the premises, including other utility providers. **LAUREL HILLS** shall at all times comply with all laws, codes, rules, and regulations, whether federal, state, county, or municipal, relating to or in any way regulating or applicable to **LAUREL HILLS'** use of the premises.

8. **Indemnification.** **LAUREL HILLS** shall exercise its privileges hereunder at its own risk. **LAUREL HILLS** shall at all times hereafter, indemnify and hold harmless **MOY TOY** and its officers, agents, representatives and employees from and against all claims, damages, losses and expenses arising out of or relating to this license, including, but not limited to, claims, damages, losses or expenses resulting from bodily injury, sickness, disease, personal injury or death, or the injury to or destruction of tangible property including the loss of or loss of use resulting therefrom. This obligation expressly includes any alleged or actual negligence by **MOY TOY** as to all activities regarding this license, including enforcement of said conditions. **MOY TOY** shall not be liable to **LAUREL HILLS** if for any reason whatever **LAUREL HILLS'** occupation or use of the premises

hereunder shall be hindered or disturbed. **LAUREL HILLS** shall at all times maintain policies of insurance in such amounts as may from time to time be reasonably required by **MOY TOY** against insurable hazards which may occur as a result of **LAUREL HILLS'** use of the premises. If, by reason of **LAUREL HILLS'** use of the premises, **MOY TOY'S** premiums for policies or insurance with respect to the premises or its property are increased, **LAUREL HILLS** shall, upon request, reimburse **MOY TOY** for the increase in insurance premiums. This reimbursement shall be in addition to the license fees noted above.

9. **Termination.** **MOY TOY** reserves the right to terminate this license and the permission hereby given at any time by providing **LAUREL HILLS** at least ninety (90) days written notice of such termination when, as determined, in **MOY TOY'S** discretion, **LAUREL HILLS** shall no longer require the lands herein described for utility purposes; provided, however, that **MOY TOY** may, at its election, terminate this license forthwith at any time it determines **LAUREL HILLS**, in **MOY TOY'S** sole discretion, shall fail to comply with or abide by each and all of the provisions hereof or keep all and singular **LAUREL HILLS'** promises herein. Waiver by **MOY TOY** of any breach of any term or provision hereof shall not be deemed a waiver of any subsequent breach of the same or any other term or provision hereof. **LAUREL HILLS** expressly agrees and acknowledges this Non-Exclusive Revocable License is only a right to use, and grants no estate or ownership rights in **MOY TOY'S** real property. **LAUREL HILLS** further acknowledges that this agreement constitutes a revocable license, and that this agreement does not create a lease nor any right to the possession of the real property except as granted herein, nor does it create any estate or interest in the real property.

10. **Assignment.** **LAUREL HILLS'** privileges hereunder shall not be assignable by **LAUREL HILLS** in whole or in part, and any such purported assignment shall be null, void, and

an automatic violation of this license.

11. **Severance**. In the event this license or a portion of this license is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless **MOY TOY** or **LAUREL HILLS** elect to terminate this license.

12. **Entire Agreement**. This document incorporates and includes all prior negotiations, correspondences, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this license that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as this license.

13. **Choice of Law**. This license shall be governed by the laws of the State of Tennessee.

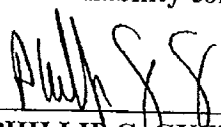
14. **Waiver**. Failure of **MOY TOY** to insist upon strict performance of any covenant or condition of this license, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this license shall be waived or modified except by the parties hereto in writing.

15. **Recordation**. Unless required by rule, regulation, law, or ordinance, this license shall not be recorded in the public records, but if recorded, **LAUREL HILLS** shall pay the costs of such recordation.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Revocable License Agreement as of the day and year first above written.

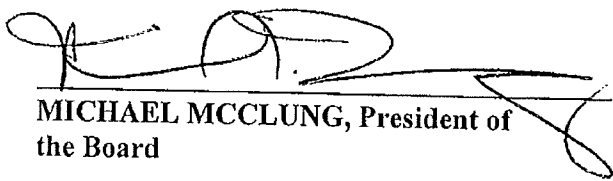
**MOY TOY, LLC, a Tennessee
limited liability company,**

BY:


**PHILLIP G. GUETTLER, Managing Member
of RENEGADE FLORIDA MANAGEMENT,
LLC, as General Partner of RENEGADE
FLORIDA, LIMITED, as Managing Member
of MOY TOY, LLC**

**LAUREL HILLS CONDOMINIUMS
PROPERTY OWNERS ASSOCIATION,
a Tennessee nonprofit corporation,**

BY:


**MICHAEL MCCLUNG, President of
the Board**

**STATE OF FLORIDA
COUNTY OF ST. LUCE**

Before me, a Notary Public in and for said County and State aforesaid, personally appeared Phillip G. Guettler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of Renegade Florida Management, LLC, as General Partner of Renegade Florida Limited, Managing Member of Moy Toy, LLC, a Tennessee limited liability company, and that he in such capacity executed the foregoing instrument for the purpose therein contained, by signing the name of the company.

WITNESS my hand and official seal at Fort Pierce, Florida on this 3/27 day of May, 2011.

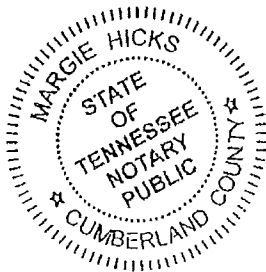


Sharon M. Morris
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

**STATE OF TENNESSEE
COUNTY OF CUMBERLAND**

Personally appeared before me, a Notary Public in and for said County and State, Michael McClung, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of the Board of Laurel Hills Condominiums Property Owners Association, a Tennessee nonprofit corporation, and that he is such President, being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as President.

WITNESS my hand and seal at the offices of Regions Bank, Tennessee,
this 13th day of ~~May~~ June, 2011.



Margie Hicks
NOTARY PUBLIC
STATE OF TENNESSEE AT LARGE
MY COMMISSION EXPIRES: 6/4/2012

EXHIBIT "A"

SITUATED in Cumberland County, Tennessee, and being more particularly bounded and described as follows:

TRACT NO. 1

BEGINNING at a point in the South R.O.W. of U.S. Highway 70, said point being a corner of the Raymond Godsey property, said point having Tennessee State Coordinates of North 549,687.99 East, 2,339,655.90;

Thence, with said R.O.W. South 49 degrees 07 minutes 19 seconds East, 170.37 feet;

Thence, leaving said R.O.W. and with a line of the Mackie tract South 17 degrees 03 minutes 32 seconds West, 270.90 feet to a metal pin;

Thence, with a line of the Mackie tract South 17 degrees 03 minutes 31 seconds West, 80.00 feet to a metal pin;

Thence, with a line of the Mackie tract South 74 degrees 18 minutes 51 seconds East, 468.14 feet to a painted rock;

Thence, with a line of the Mackie tract North 13 degrees 44 minutes 17 seconds East, 45.12 feet to the South R.O.W. of U.S. Highway 70;

Thence, with said R.O.W. South 57 degrees 11 minutes 42 seconds East, 468.61 feet to the P.C. of a curve with a radius of 987.00 feet, an arc of 90.14 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. South 62 degrees 25 minutes 40 seconds East, 532.65 feet to a point;

Thence, continuing with said R.O.W. South 68 degrees 27 minutes 02 seconds East, 268.89 feet to a point;

Thence, continuing with said R.O.W. 94.84 feet along a curve to the left having a radius of 613.00 feet and having a chord bearing of South 72 degrees 52 minutes 58 seconds East, and a chord distance of 94.75 feet to a point;

Thence, continuing with said R.O.W. South 21 degrees 32 minutes 58 seconds East, 42.32 feet to a point;

Thence, continuing with said R.O.W. South 68 degrees 27 minutes 02 seconds East, 137.50 feet to a point;

Thence, continuing with said R.O.W. 329.32 feet along a curve to the right having a radius of 743.60 feet and a chord bearing of South 55 degrees 45 minutes 47 seconds East, and a chord distance of 326.64 feet to a point;

Thence, continuing with said R.O.W. North 46 degrees 27 minutes 28 seconds East, 25.00 feet to a point;

Thence, continuing with said R.O.W. 194.43 feet along a curve to the right having a radius of 768.60 feet and a chord bearing of South 35 degrees 49 minutes 43 seconds East, and a chord distance of 193.91 feet to a point;

Thence, continuing with said R.O.W. 268.17 feet along a curve to the left having a radius of 746.30 feet and a chord bearing of South 20 degrees 49 minutes 11 seconds East, and a chord distance of 266.73 feet to a point;

Thence, continuing with said R.O.W. South 19 degrees 50 minutes 26 seconds East, 44.66 feet to a point;

Thence, continuing with said R.O.W. South 34 degrees 26 minutes 02 seconds East, 209.70 feet to a point;

Thence, continuing with said R.O.W. 395.93 feet along a curve to the left having a radius of 1,950.00 feet and a chord bearing of South 40 degrees 15 minutes 02 seconds East, and a chord distance of 395.25 feet to a point;

Thence, continuing with said R.O.W. South 46 degrees 04 minutes 02 seconds East, 61.89 feet to a point;

Thence, continuing with said R.O.W. South 43 degrees 55 minutes 58 seconds West, 15.00 feet to a point;

Thence, continuing with said R.O.W. South 46 degrees 04 minutes 02 seconds East, 30.06 feet to a point;

Thence, with said R.O.W. South 42 degrees 59 minutes 01 seconds East, 1,024.71 feet to the P.C. of a curve with a radius of 1,058.80 feet, an arc of 488.97 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. South 69 degrees 26 minutes 38 seconds East, 622.33 feet to the P.C. of a curve with a radius of 574.40 feet, an arc of 136.50 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. South 55 degrees 49 minutes 39 seconds East, 363.36 feet to the P.C. of a curve with a radius of 520.70 feet, an arc of 427.78 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. North 77 degrees 06 minutes 05 seconds East, 42.63 feet to the P.C. of a curve with a radius of 1,250.00 feet and arc of 778.84 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. South 67 degrees 11 minutes 56 seconds East, 865.25 feet to the P.C. of a curve with the radius of 1,809.00 feet, an arc of 854.36 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. North 85 degrees 44 minutes 28 seconds East, 406.22 feet to the P.C. of a curve with radius of 268.10 feet, an arc of 193.32 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. South 52 degrees 56 minutes 37 seconds East, 3.79 feet to the P.C. of a curve with a radius of 1,900.00 feet, an arc of 402.73 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. South 65 degrees 05 minutes 17 seconds East, 623.34 feet;

Thence, leaving said R.O.W. and with a line of the T. J. Kemmer tract South 36 degrees 43 minutes 43 seconds West, 601.16 feet to a metal pin;

Thence, continuing with a line of the Kemmer tract South 61 degrees 52 minutes 45 seconds East, 826.84 feet to a point in the Southwest R.O.W. of U.S. Highway 70;

Thence, with said R.O.W. an arc of 640.95 feet to the P.T. of a curve;

Thence, continuing with said R.O.W. South 71 degrees 04 minutes 01 seconds East, 107.22 feet to the P.C. of a curve with a radius of 2,955.00 feet, an arc of 830.38 feet to the P.T. of said curve;

Thence, continuing with said R.O.W. South 87 degrees 10 minutes 03 seconds East, 65.86 feet;

Thence, leaving said R.O.W. and with a line of the T. J. Kemmer tract South 61 degrees 52 minutes 45 seconds East, 904.59 feet to a point in the center of Fall Creek;

Thence, with said creek South 27 degrees 03 minutes 44 seconds East, 143.79 feet;

Thence, continuing with said creek South 03 degrees 33 minutes 08 seconds West, 126.05 feet;

Thence, continuing with said creek South 15 degrees 58 minutes 38 seconds East, 132.67 feet;

Thence, continuing with said creek South 51 degrees 41 minutes 41 seconds East, 100.68 feet;

Thence, continuing with said creek South 42 degrees 51 minutes 02 seconds East, 207.97 feet;

Thence, continuing with said creek South 19 degrees 21 minutes 08 seconds East, 111.59 feet;

Thence, with said creek South 38 degrees 23 minutes 29 seconds East, 151.08 feet;

Thence, continuing with said creek South 65 degrees 49 minutes 07 seconds East, 197.52 feet;

Thence, continuing with said creek North 87 degrees 38 minutes 11 seconds East, 100.38 feet;

Thence, continuing with said creek North 78 degrees 55 minutes 09 seconds East, 90.69 feet;

Thence, continuing with said creek South 50 degrees 06 minutes 16 seconds East, 223.23 feet;

Thence, continuing with said creek South 81 degrees 45 minutes 38 seconds East, 69.08 feet;

Thence, continuing with said creek North 78 degrees 31 minutes 19 seconds East, 113.72 feet;

Thence, continuing with said creek South 88 degrees 32 minutes 39 seconds East, 165.34 feet;

Thence, continuing with said creek South 76 degrees 32 minutes 19 seconds East, 168.43 feet;

Thence, continuing with said creek South 67 degrees 33 minutes 33 seconds East, 168.57 feet;

Thence, continuing with said creek South 61 degrees 42 minutes 32 seconds East, 153.68 feet;

Thence, continuing with said creek South 47 degrees 03 minutes 37 seconds East, 92.03 feet;

Thence, continuing with said creek South 40 degrees 46 minutes 41 seconds East, 321.66 feet;

Thence, leaving said creek and with a line of the Glin Gibbons tract South 45 degrees 43 minutes 10 seconds West, 66.98 feet to a Pine tree on the West, side of a gravel road;

Thence, continuing with said Gibbons line South 45 degrees 43 minutes 14 seconds West, 279.96 feet to a fence post;

Thence, continuing with said Gibbons line North 61 degrees 59 minutes 35 seconds West, 462.11 feet to a Hickory tree, a common corner of the Gibbons, Ratliff, and Renegade tracts;

Thence, with a line of the Ratliff tract, South 85 degrees 56 minutes 58 seconds West, 19,547.38 feet to a metal stake and painted rock, being a corner of the Methodist Church property;

Thence, with a painted line of the Methodist Church property North 06 degrees 08 minutes 26 seconds West, 485.18 feet to a metal pin, being a common corner of the Methodist Church, Wald Highland Farms, Inc. and Renegade tracts;

Thence, with a painted line of the Wald Highland Farms, Inc. tract North 59 degrees 53 minutes 16 seconds East, 160.83 feet to a painted rock;

Thence, North 00 degrees 38 minutes 37 seconds East, 2,925.94 feet to a new metal pin in a chestnut stump;

Thence, South 70 degrees 27 minutes 44 seconds West, 1,315.96 feet to a new metal pin;

Thence, North 38 degrees 43 minutes 51 seconds West, 1,537.15 feet to a 24 inch white oak;

Thence, North 38 degrees 35 minutes 23 seconds West, 147.12 feet to a new stone;

Thence, North 16 degrees 01 minutes 51 seconds West, 253.69 feet to a new metal pin;

Thence, North 11 degrees 44 minutes 41 seconds West, 1,137.70 to a metal pin in a popular stump;

Thence, North 26 degrees 36 minutes 54 seconds West, 2.11 feet to a set stone;
 Thence, North 39 degrees 44 minutes 54 seconds East, 753.26 feet to a set stone;
 Thence, North 58 degrees 18 minutes 36 seconds East, 223.69 feet to a 32 inch white oak;
 Thence, North 45 degrees 11 minutes 11 seconds East, 642.61 feet to a 36 inch twin white oak;
 Thence, South 50 degrees 38 minutes 45 seconds East, 937.49 feet to a rock corner with two oak and one hickory pointers;
 Thence, with a line of the Dallas Peavyhouse tract North 40 degrees 56 minutes 01 seconds East, 711.57 feet to a fence post;
 Thence, continuing with said Peavyhouse line North 38 degrees 49 minutes 43 seconds West, 967.71 feet to an Oak corner, said corner being a common corner of the Peavyhouse, Kemmer, and Renegade tracts;
 Thence, with a painted line of the T. J. Kemmer tract North 26 degrees 44 minutes 56 seconds East, 1,256.27 feet to a rock pile with Oak and Hickory pointers;
 Thence, continuing with said Kemmer line North 70 degrees 41 minutes 13 seconds East, 3,642.46 feet to a dead Oak, said oak being a common corner of the Kemmer, Mullinax, and Renegade tracts;
 Thence, with a line of the Clyde Mullinax tract North 43 degrees 50 minutes 54 seconds East, 150.96 feet to a large flat rock, said rock being a common corner of the Mullinax, Oberg, and Renegade tracts;
 Thence, with a line of the Oberg tract South 20 degrees 52 minutes 22 seconds East, 322.40 feet to a rock;
 Thence, continuing with said Oberg line North 68 degrees 43 minutes 35 seconds East, 495.83 feet to a fence corner, said fence corner being a common corner of the Oberg, Burden, and Renegade tracts;
 Thence, with a line of the Cecil Burden tract South 26 degrees 37 minutes 49 seconds East, 136.03 feet to a rock pile;
 Thence, continuing with a line of the Burden Tract South 41 degrees 37 minutes 49 seconds East, 283.41 feet to a rock, being a common corner of the Burden, Godsey, and Renegade tracts;
 Thence, with a line of the Frank Godsey tract South 39 degrees 20 minutes 38 seconds East, 1,150.39 feet to a rock;
 Thence, continuing with a line of the F. Godsey tract North 36 degrees 32 minutes 46 seconds East, 1,011.89 feet to a rock with three oak pointers, said rock being a common corner of the F. Godsey, R. Godsey, and Renegade tracts;
 Thence, with a line of the Raymond Godsey tract South 69 degrees 25 minutes 47 seconds East, 433.94 feet to a painted rock with Dogwood and Sourwood pointers;
 Thence, continuing with a line of the R. Godsey tract North 34 degrees 33 minutes 51 seconds East, 773.16 feet to the POINT of BEGINNING.

Containing 2942.10 acres more, or less, as per a survey by Mid-State Surveying, Crossville, Tennessee. Map 142, parcel 31.00.

Also conveyed as a part of Tract No. 1 are all rights the grantor has in an exclusive, permanent and perpetual easement as described in the Easement Deed from Robert A. Renaud and wife, Erma L. Renaud, to Cumberland Gardens Acquisition Corporation, dated July 9,

1992, of record in Deed Book 434, pages 792-793, Register's Office, Cumberland County, Tennessee.

Also included as a part of Tract No. 1 is a 50 foot wide right-of-way easement lying within the bounds of Exclusion No. 4; for the purpose of ingress and egress and utilities and which is described as follows:

BEGINNING at a point in the North right-of-way line of Mountainwood Road, formerly Hush Head, said point being 125.02 feet West, of an iron pin, the intersection of Mountainwood Road and Elmwood Drive, formerly Moy Toy; Thence, North 87 degrees 15 minutes 44 seconds West, 62.28 feet to an iron pin set;
 Thence, North 63 degrees 39 minutes 43 seconds East, 2.16 feet to an iron pin set;
 Thence, North 37 degrees 51 minutes 42 seconds East, 289.65 feet to an iron pin set;
 Thence, 128.15 feet along a curve to the right having a radius of 564.80 feet and a chord bearing of North 44 degrees 21 minutes 44 seconds East, and a chord distance of 127.87 feet to an iron pin set;
 Thence, North 50 degrees 51 minutes 42 seconds East, 65.00 feet to an iron pin set;
 Thence, 70.22 feet along a curve to the left having a radius of 174.94 feet and a chord bearing of North 39 degrees 21 minutes 44 seconds East, and a chord distance of 69.75 feet to an iron pin set;
 Thence, North 27 degrees 51 minutes 42 seconds East, 214.69 feet to an iron pin set;
 Thence, South 62 degrees 08 minutes 18 seconds East, 50.00 feet to an existing iron pin;
 Thence, South 27 degrees 51 minutes 43 seconds West, 134.86 feet to an existing iron pin;
 Thence, South 27 degrees 51 minutes 27 seconds West, 79.83 feet to an iron pin set;
 Thence, 90.30 feet along a curve to the right having a radius of 224.94 feet and a chord bearing of South 39 degrees 21 minutes 43 seconds West, and a chord distance of 89.69 feet to an iron pin set;
 Thence, South 50 degrees 51 minutes 42 seconds West, 65.00 feet to an iron pin set;
 Thence, 116.81 feet along a curve to the left having a radius of 514.80 feet and a chord bearing of South 44 degrees 21 minutes 44 seconds West, and a chord distance of 116.55 feet to an iron pin set;
 Thence, South 37 degrees 51 minutes 42 seconds West, 255.76 feet to the point of beginning.

Containing 0.87 acres, more or less.

HOWEVER, THERE IS EXCLUDED FROM THE FOREGOING DESCRIPTION OF TRACT NO. 1 THE FOLLOWING TRACTS OR EXCLUSIONS:

EXCLUSION NO. 1: PARCELS T-4 AND T-6

Being a tract of land in two parcels located in Cumberland Gardens Resort and lying northwest of Block 8 of Cumberland Gardens Resort, formerly Renegade Resort, and being more particularly described as follows:

Parcel T-6:

BEGINNING at a point being an existing metal conduit being North 42 degrees 46 minutes 43 seconds West, 47.66 feet from an existing iron pin located at the northerly most point of Lot 227 of said Block 8 located on the southerly right-of-way at the Westerly end of an unnamed road, said point of beginning having Cumberland Gardens Control Grid coordinates of North 547,478.05 and East 2,335,599.35, said coordinates representing Tennessee State Grid adjusted to project datum elevation;

Thence, South 79 degrees 26 minutes 35 seconds West, 664.56 feet to an existing metal conduit;

Thence, North 10 degrees 37 minutes 11 seconds West, 300.06 feet to an existing metal conduit common with Parcel T-4;

Thence, North 79 degrees 27 minutes 57 seconds East, 660.46 feet along the common line with Parcel T-4 to an existing metal conduit;

Thence, South 11 degrees 24 minutes 16 seconds East, 299.83 feet to the Point of Beginning.

Containing 198,706 square feet or 4.562 acres, more or less.

Parcel T-4:

BEGINNING at an existing metal conduit being common with the Northeasterly corner of Parcel T-6; Thence, South 79 degrees 27 minutes 57 seconds West, 660.46 along the common line of Parcel T-6 feet to an existing metal conduit;

Thence, North 14 degrees 22 minutes 42 seconds East, 558.66 feet to an existing metal conduit;

Thence, South 69 degrees 47 minutes 15 seconds East, 558.39 feet to an existing metal conduit;

Thence, South 45 degrees 27 minutes 09 seconds West, 100.00 feet to a nail in a stump;

Thence, South 11 degrees 25 minutes 22 seconds East, 149.95 feet to the Point of Beginning.

Containing 225,207 square feet or 5.170 acres, more or less. Map 141, Parcel 54.

EXCLUSION NO. 2: WOODRIDGE CONDOMINIUMS

Being a tract of land located within the bounds of Cumberland Gardens Resort, formerly Renegade Resort, and lying on the Easterly side of Mountain Laurel Parkway, formerly Renegade Trail, near the Northerly bounds of Block 8 of Cumberland Gardens, and being more particularly described as follows:

BEGINNING at a set iron pin with cap located at the Northwest, corner of the property and on the Easterly right-of-way of Mountain Laurel Parkway and being 236.70 feet North from a point on the Easterly right-of-way of Mountain Laurel Parkway and perpendicular from the common corner of Lots No. 227 and 228 of Block 8 on the Westerly right-of-way of Mountain

Laurel Parkway as measured along the tangent and arc of the Easterly right-of-way of Mountain Laurel Parkway;

Thence, North 74 degrees 10 minutes 37 seconds East, 103.96 feet leaving the Easterly right-of-way of Mountain Laurel Parkway to a set iron pin with cap;

Thence, South 43 degrees 05 minutes 20 seconds East, 57.01 feet to a set iron pin with cap;

Thence, South 14 degrees 21 minutes 38 seconds East, 485.02 feet to a set iron pin with cap;

Thence, South 07 degrees 24 minutes 42 seconds East, 208.24 feet to a set iron pin with cap;

Thence, South 73 degrees 14 minutes 32 seconds West, 89.10 feet to a set iron pin with cap;

Thence, 39.27 feet along a curve to the left having a radius of 25 feet and chord bearing of South 28 degrees 14 minutes 32 seconds West, and a chord distance of 35.35 feet to a set iron pin;

Thence, along the Easterly right-of-way of Mountain Laurel Parkway the following bearings and distances: North 16 degrees 45 minutes 28 seconds West, 294.17 feet to a set iron pin and cap;

Thence, 92.93 feet along a curve to the right having a radius of 1,884.42 feet and a chord bearing of North 15 degrees 21 minutes 00 seconds West, and a chord distance of 92.92 feet to a set iron pin with cap;

Thence, North 13 degrees 46 minutes 01 seconds West, 221.61 feet to a set iron pin with cap;

Thence, 161.76 feet along a curve to the right having a radius of 776.92 feet and a chord bearing of North 07 degrees 48 minutes 09 seconds West, and a chord distance of 161.46 feet to the point of Beginning. **Containing 106,140 square feet or 2.437 acres, more or less. Map 141-L, Group B, Parcels 1, 2, and 3.**

EXCLUSION NO. 3: LAUREL HILLS

Being two parcels of land located within the bounds of Cumberland Gardens, formerly Renegade Resort, and being bounded on the: Northeast, by Mountain Laurel Parkway (formerly Blackfoot Trail), and on the West, by Hickory Drive (formerly Big Pine), and on the East, by Crabapple Drive (formerly Cimarron Way), and on the South by Block 9 of Cumberland Gardens Resort, and being more particularly described as follows:

Parcel No. 1:

BEGINNING at a set iron pin located on the Southwesterly right-of-way of Mountain Laurel Parkway, and being the common corner of Parcels 1 and 2, and being South 61 degrees 24 minutes 32 seconds East, 190.14 feet from the point of curvature of the intersection of the Southwesterly right-of-way of Mountain Laurel Parkway and the Southeasterly right-of-way of Hickory Drive; Thence, South 28 degrees 35 minutes 29 seconds West, 86.0 feet along the common line of Parcels 1 and 2 to a set iron pin;

Thence, North 61 degrees 24 minutes 32 seconds West, 60.13 feet along the common line of Parcels 1 and 2 to a set iron pin;

Thence, South 28 degrees 40 minutes 49 seconds West, 39.14 feet along the common line of Parcels 1 and 2 to an existing iron pin;

Thence, South 39 degrees 50 minutes 39 seconds East, 201.54 feet along the common line of Parcels 1 and 2 to an existing iron pin, being a common corner with Block 9 of Cumberland Gardens Resort;

Thence, South 28 degrees 09 minutes 27 seconds East, 14.12 feet along the common line of Block 9 of Cumberland Gardens Resort to an existing iron pin;

Thence, South 52 degrees 41 minutes 59 seconds West, 180.92 feet along the common line of Block 9 of Cumberland Gardens Resort to an existing iron pin on the Easterly right-of-way of Hickory Drive;

Thence, along the Easterly right-of-way of Hickory Drive the following bearings and distances: 14.96 feet along a curve to the left having a radius of 202.24 feet and a chord bearing of North 33 degrees 30 minutes 51 seconds West, and a chord distance of 14.96 feet to an existing iron pin;

Thence, North 35 degrees 38 minutes 02 seconds West, 186.96 feet to an existing iron pin;

Thence, 115.69 feet along a curve to the right having a radius of 124.15 feet and a chord bearing of North 08 degrees 56 minutes 17 seconds West, and a chord distance of 111.55 feet to a set iron pin;

Thence, North 17 degrees 45 minutes 29 seconds East, 154.0 feet to a set iron pin;

Thence, 19.20 feet along a curve to the right having a radius of 101.55 feet and a chord bearing of North 23 degrees 10 minutes 29 seconds East, and a chord distance of 19.17 feet to a set iron pin at the point of curvature of the intersection of the Southwesterly right-of-way of Mountain Laurel Parkway and the Southeasterly right-of-way of Hickory Drive;

Thence, 39.27 feet along a curve to the right having a radius of 25.0 feet and a chord bearing of North 73 degrees 35 minutes 29 seconds East, and a chord distance of 35.36 feet to a set iron pin on the Southeasterly right-of-way of Mountain Laurel Parkway;

Thence, South 61 degrees 24 minutes 32 seconds East, 190.14 feet along the Southwesterly right-of-way of Mountain Laurel Parkway to the point of beginning. **Containing 72,600 square feet or 1.666 acres, more or less.**

Parcel No. 2:

BEGINNING at a set iron pin located on the Southwesterly right-of-way of Mountain Laurel Parkway and being the common corner of Parcels 1 and 2 and being South 61 degrees 24 minutes 32 seconds East, 190.14 feet from the point of curvature of the intersection of the Southwesterly right-of-way of Mountain Laurel Parkway and the Southeasterly right-of-way of Hickory Drive;

Thence, South 61 degrees 24 minutes 32 seconds East, 19.86 feet along the Southwesterly right-of-way of Mountain Laurel Parkway to a set iron pin;

Thence, 160.39 feet along a curve to the left along the Southwesterly right-of-way of Mountain Laurel Parkway having a radius of 225.04 feet and a chord bearing of South 81 degrees 49 minutes 36 seconds East, and a chord distance of 157.02 feet to a set iron pin at the point of curvature of the intersection of the Southerly right-of-way of Mountain Laurel Parkway and the Westerly right-of-way of Crabapple Drive;

Thence, 34.20 feet along a curve to the right having a radius of 25.0 feet and a chord bearing of South 63 degrees 03 minutes 00 seconds East, and chord distance of 31.60 feet to set iron pin on the Westerly right-of-way of Crabapple Drive;

Thence, South 23 degrees 51 minutes 19 seconds East, 106.95 feet along the Westerly right-of-way of Crabapple Drive to an existing iron pin being a common corner with Block 9 of Cumberland Gardens Resort;

Thence, South 68 degrees 02 minutes 55 seconds West, 245.71 feet along the common line of Block 9 of Cumberland Gardens Resort to an existing iron pin being a common corner with Parcel 1;

Thence, along the common line of Parcels 1 and 2 the following bearings and distances: North 39 degrees 50 minutes 39 seconds West, 201.54 feet to an existing iron pin;

Thence, North 28 degrees 40 minutes 49 seconds East, 39.14 feet to a set- iron pin;

Thence, South 61 degrees 24 minutes 32 seconds East, 60.13 feet.. to a set iron pin;

Thence, North 28 degrees 35 minutes 29 seconds East, 86.0 feet to the point of beginning.

Containing 47,881 square feet or 1.099 acres, more or less.

Map 154-F, Group A, Parcel 14

EXCLUSION NO. 4: CUMBERLAND POINT

Being a parcel of land located on the Northerly margin of Mountainwood Road, formerly Bush Head Road, in Cumberland Gardens Resort, formerly Renegade Resort, said parcel being all of the Cumberland Point plat and being more particularly described as follows:

BEGINNING at an iron pill set located at the intersection of the Northerly margin of Mountainwood Road and the Northwesterly margin of Elmwood Drive, formerly Moy Toy Road;

Thence, North 46 degrees 50 minutes 17 seconds West, 125.02 feet along the Northerly margin of Mountainwood Road to a set iron pin;

Thence, North 87 degrees 15 minutes 44 seconds West, 62.28 feet to an iron pin set;

Thence, North 59 degrees 06 minutes 16 seconds West, 138.13 feet to an iron pin set;

Thence, North 09 degrees 32 minutes 38 seconds West, 171.07 feet to an iron pin set;

Thence, North 45 degrees 02 minutes 27 seconds East, 256.93 feet to an iron pin set;

Thence, North 62 degrees 50 minutes 16 seconds East, 208.64 feet to an iron pin set;

Thence, North 01 degrees 28 minutes 53 seconds East, 111.91 feet to an iron pin set;

Thence, North 12 degrees 46 minutes 33 seconds West, 292.19 feet to an iron pin set;

Thence, North 62 degrees 14 minutes 53 seconds East, 434.05 feet to an iron pin set;

Thence, South 88 degrees 59 minutes 01 seconds East, 179.28 feet to an iron pin set;

Thence, South 64 degrees 05 minutes 03 seconds East, 238.09 feet to an iron pin set;

Thence, South 30 degrees 20 minutes 04 seconds East, 230.03 feet to an iron pin set;

Thence, South 36 degrees 18 minutes 18 seconds West, 293.79 feet to an iron pin set;

Thence, South 53 degrees 18 minutes 54 seconds West, 274.28 feet to an existing iron pin;

Thence, North 40 degrees 54 minutes 22 seconds West, 229.53 feet to an existing iron pin;

Thence, South 27 degrees 51 minutes 42 seconds West, 134.86 feet to an existing iron pin;

Thence, South 43 degrees 02 minutes 16 seconds East, 190.23 feet to an existing iron pin;

Thence, South 27 degrees 38 minutes 14 seconds West, 140.86 feet to an iron pin set;

Thence, South 61 degrees 54 minutes 32 seconds West, 119.48 feet to an iron pin set;

Thence, South 47 degrees 17 minutes 34 seconds West, 341.52 feet to the point of beginning.

Containing 689,906 square feet or 15.84 acres, more or less. Map 142-I, Group C, Parcel 3.

EXCLUSION NO. 5: PLATTED LOTS

THERE IS ALSO EXCLUDED ALL PLATTED LOTS IN THE VARIOUS BLOCKS OF RENEGADE MOUNTAIN/CUMBERLAND GARDENS RESORT AS FOLLOWS:

BLOCK 1: Recorded in Plat Book 2, page 57, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 2: Recorded in Plat Book 2, page 58, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 2 Revised: Recorded in Plat Book 2, page 89, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 4: Recorded in Plat Book 2, page 69, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 4-A: Recorded in Plat Book 2, page 67, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 5: Recorded in Plat Book 2, page: 68, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 6: Recorded in Plat Book 3, page 5, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby.

BLOCK 7: Recorded in Plat Book 2, page 81, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 8: Recorded in Plat Book 2, page 90, as revised in Plat Book 9, page 191, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

BLOCK 9: Recorded in Plat Book 3, pages 51-52, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made. Lot 404 was revised by a plat of record in Plat Book 8, page 289, Register's Office, Cumberland County, Tennessee.

BLOCK 10: Recorded in Plat Book 3, page 54, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 10-A: Recorded in Plat Book 5, page 70, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 11: Recorded in Plat Book 3, page 55, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 12: Recorded in Plat Book 3, page 56 and revised in Plat Book 5, page 14, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

BLOCK 12A: Recorded in Plat Book 5, page 13, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

RENEGADE HEIGHTS EAST: Recorded in Plat Book 5, page 63, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 15: Recorded in Plat Book 9, page 188, as revised in Plat Book 9, page 207, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

BLOCK 16: Recorded in Plat Book 9, page 189-190, as revised in Plat Book 9, pages 208-209, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

BLOCK 17: Recorded in Plat Book 10, page 419, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

EXCLUSION NO. 6: GOLF COURSE

SEE PROPERTY DESCRIPTION OF GOLF COURSE EXCLUSIONS ON EXHIBIT "B" ATTACHED HERETO.

EXCLUSION NO. 7: The property conveyed to JL Wucher Company, LLC, a Tennessee limited liability company, by Quit Claim Deed from Renegade Resort, LLC, dated March 27, 2010, and recorded in Book 1337, page 1096, in the Cumberland County Register's Office, and described as follows:

BEGINNING at a newly set 112 inch rebar with cap located on the northerly right-of-way line of Mountain Laurel Parkway, and being North 77 deg. 22 min. 15 sec. East, 50.00 feet from the common corner of Lots 245 and 246 of Block 8 of Renegade Resort, as recorded in Plat Book 2, page 90, in the Cumberland County Register's Office;

Thence North 12 deg. 37 min. 50 sec. West, 628.21 feet to a newly set ½ inch rebar with cap on the point of curvature of the circular curve to the right, having a radius of 527.97 feet, a chord bearing of North 11 deg. 01 min. 15 sec. West, and a chord distance of 30.02 feet;

Thence along the arc of said circular curve 30.02 feet to a newly set ½ inch rebar with cap;

Thence North 77 deg. 22 min. 11 sec. East, 119.15 feet to a newly set ½ inch rebar with cap;

Thence South 12 deg. 37 min. 56 sec. East, 310.00 feet to a newly set ½ inch rebar with cap;

Thence South 23 deg. 37 min. 22 sec. West, 67.66 feet to a newly set ½ inch rebar with cap;

Thence South 12 deg. 37 min. 49 sec. East, 293.65 feet to a newly set ½ inch rebar with cap;

Thence South 77 deg. 21 min. 59 sec. West, 79.99 feet to the point of BEGINNING.

Being a portion of Map 142, Parcel 031.00 (containing 1.518 acres, more or less).

EXCLUSION NO. 8: The property conveyed to JL Wucher Company, LLC, a Tennessee limited liability company, by Quit Claim Deed from Renegade Resort, LLC, dated March 27, 2010, and recorded in Book 1337, page 1099, in the Cumberland County Register's Office, and described as follows:

BEGINNING at a newly set ½ inch rebar with cap located on the northerly right-of-way line of Mountain Laurel Parkway and being North 70 deg. 56 min. 54 sec. West, 217.35 feet from the northwesterly corner of Lot 1 of Block 17 of Renegade Mountain as recorded in Plat Book 10, page 419, in the Cumberland County Register's Office;

Thence South 69 deg. 38 min. 24 sec. West, 50.00 feet to a newly set ½ inch rebar with cap;

Thence North 19 deg. 49 min. 44 sec. West, 79.67 feet to a newly set ½ inch rebar with cap;

Thence South 70 deg. 09 min. 42 sec. West, 59.99 feet to a newly set ½ inch rebar with cap on a point on a circular curve to the right, having a radius of 299.59 feet, a chord bearing of North 84 deg. 03 min. 50 sec. West, and a chord distance of 349.32 feet;

Thence along the arc of said circular curve, 372.94 feet to a newly set ½ inch rebar with cap;

Thence North 04 deg. 21 min. 40 sec. West, 605.21 feet to a newly set ½ inch rebar with cap;

Thence North 42 deg. 16 min. 34 sec. West, 350.86 feet to a newly set ½ inch rebar with cap;

Thence South 88 deg. 59 min. 12 sec. West, 158.95 feet to a newly set ½ inch rebar with cap;

Thence North 00 deg. 22 min. 02 sec. West, 228.58 feet to a newly set ½ inch rebar with cap;

Thence North 52 deg. 52 min. 29 sec. East, 74.37 feet to a newly set ½ inch rebar with cap;

Thence South 48 deg. 45 min. 35 sec. East, 176.66 feet to a newly set ½ inch rebar with cap;

Thence South 57 deg. 32 min. 32 sec. East, 290.77 feet to a newly set ½ inch rebar with cap;

Thence South 27 deg. 47 min. 23 sec. East, 666.80 feet to a newly set ½ inch rebar with cap;

Thence South 13 deg. 30 min. 28 sec. East, 138.25 feet to a newly set ½ inch rebar with cap;

Thence South 42 deg. 17 min. 36 sec. East, 156.99 feet to a newly set ½ inch rebar with cap;

Thence South 19 deg. 49 min. 44 sec. East, 100.00 feet to a newly set ½ inch rebar with cap;
Being a portion of Map 142, Parcel 031.00 (containing 7.583 acres, more or less).

EXCLUSION NO. 9: The property conveyed to JL Wucher Company, LLC, a Tennessee limited liability company, by Quit Claim Deed from Renegade Resort, LLC, dated March 27, 2010, and recorded in Book 1337, page 1102, in the Cumberland County Register's Office, and described as follows:

BEGINNING at a newly set 1 1/2 inch rebar with cap located on the southerly right-of-way line of Mountain Laurel Parkway, and being North 21 deg. 50 min. 59 sec. West, 1105.22 feet from the northwesterly corner of Lot 1 of Block 17, of Renegade Mountain, as recorded in Plat Book 10, page 419, in the Cumberland County Register's Office;

Thence North 55 deg. 15 min. 13 sec. West, 876.61 feet to a newly set ½ inch rebar with cap;

Thence North 67 deg. 00 min. 07 sec. East, 189.25 feet to a newly set ½ inch rebar with cap;

Thence South 56 deg. 51 min. 25 sec. East, 155.04 feet;

Thence North 29 deg. 24 min. 40 sec. East, 66.76 feet;

Thence South 60 deg. 35 min. 20 sec. East, 86.56 feet to a newly set ½ inch rebar with cap on the point of curvature of the circular curve to the right, having a radius of 200.00 feet, a chord bearing of South 44 deg. 30 min. 51 sec. East, and a chord distance of 110.76 feet;

Thence along the arc of said circular curve 112.22 feet to a newly set ½ inch rebar with cap;

Thence South 28 deg. 26 min. 23 sec. East, 483.85 feet to the point of BEGINNING;

Being a portion of Map 142, Parcel 031.00 (containing 3.388 acres, more or less).

EXCLUSION NO. 10: The property conveyed to JL Wucher Company, LLC, a Tennessee limited liability company, by Warranty Deed from Renegade Resort, LLC, dated December 10, 2002, and recorded in Book 1122, page 2320, in the Cumberland County Register's Office, and described as follows:

Beginning at a newly set 1/2" rebar with cap, bearing S 22°51'14" W, 50.03 feet from the Southwesterly corner of lot 1 of block 1 of Renegade Mountain as recorded in Plat Book 2, Page 57, at the Cumberland County Register of Deeds;

Thence, S 22°51'14" W, 197.62 feet to a newly set 1/2" rebar with cap;

Thence, S 29°24'40" W, 66.76 feet to a newly set 1/2" rebar with cap

Thence, N 56°51'25" W, 155.04 feet to a newly set 1/2" rebar with cap;

Thence, S 67°00'07" W, 189.25 feet to a newly set 1/2" rebar with cap;

Thence, S 75°38'12" W, 274.24 feet to a newly set 1/2" rebar with cap;

Thence, N 14°21'39" W, 189.20 feet to a newly set 1/2" rebar with cap;

Thence, S 86°50'48" W, 303.65 feet to a newly set 1/2" rebar with cap;

Thence, N 01°50'17" W, 730.44 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 400.00 feet, a chord bearing of N 45°14'57" E and a chord distance of 585.91 feet;

Thence, along the arc of said circular curve 657.46 feet to a newly set 1/2" rebar with cap;

Thence, S 87°39'49" E, 281.58 feet to a newly set 1/2" rebar with cap;

Thence, South, 513.43 feet;

Thence, S 87°39'49" E, 207.19 feet;

Thence, S 60°22'55" E, 15.32 feet;

Thence, S 02°20'11" W, 211.24 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of S 28°56'20" E and a chord distance of 296.76 feet;

Thence, along the arc of said circular curve 317.71 feet to the Point of Beginning of the herein described Convention Center Site Tract.

Being a portion of Map 142, Parcel 31.00 (Containing 22.18 Acres more or less).

EXCLUSION NO. 11: A portion of the property conveyed to JL Wucher Company, LLC, a Tennessee limited liability company, by Quit Claim Deed from Renegade Resort, LLC, dated April 11, 2003, and recorded in Book 1134, page 138, in the Cumberland County Register's Office, and described as follows:

Pod L

Commence at a point on the Southwesterly R/W Line of State Road 70, near the entrance to Renegade Mountain; Said point being a point on a circular curve to the Right, having a radius of 1000.00 feet, a chord bearing of S 34°35'37" W and a chord distance of 511.06 feet; Said point having Tennessee State Coordinates of North 546,037.59 East 2,344,609.86;

Thence along the arc of said circular curve 516.79 feet;

Thence N 32°28'45" W, 75.82 feet to the Point of Beginning of the herein described Parcel of Land: Said Point of Beginning being a point on a circular curve to the Right, having a radius of 925.00 feet, a chord bearing of S 52°45'32" W and a chord distance of 129.82 feet;

Thence along the arc of said circular curve 129.91 feet to the point of reverse curvature of a circular curve to the left, having a radius of 165.00 feet, a chord bearing of S 27°14'00" W and a chord distance of 162.72 feet;

Thence along the arc of said circular curve 170.17 feet;

Thence S 68°49'47" W, 1616.87 feet;

Thence S 62°55'01" W, 464.60 feet;

Thence N 65°06'07" W, 629.71 feet;

Thence N 63°00'41" W, 808.87 feet;

Thence North, 604.01 feet;

Thence East, 854.66 feet;

Thence North, 926.67 feet;

Thence West, 354.34 feet;

Thence N 59°59'58" W, 705.33 feet;

Thence North, 361.12 feet;

Thence East, 1526.62 feet;

Thence S 45°31'42" E, 474.87 feet;

Thence S 48°18'10" E, 487.87 feet;

Thence S 39°59'14" E, 420.33 feet;

Thence S 50°26'48" E, 289.59 feet;

Thence S 35°55'42" E, 388.54 feet;

Thence S 77°33'31" E, 367.96 feet;

Thence S 32°28'45" E, 356.13 feet to the Point of Beginning of the herein described Parcel of land;

Containing 130.726 acres more or less. (Map 142, Portion of Parcel 31.00.)

EXCLUSION NO. 12: The property conveyed to Allegheny Enterprises Partners by Warranty Deed from Renegade Resort, LLC, dated May 9, 2003, and recorded in Book 1136, page 95, in the Cumberland County Register's Office, and described as follows:

BEGINNING at a newly set ½ inch rebar with cap located on the southeast corner of Lot 251 of Block 8 of Renegade Resort as recorded in Plat Book 2, page 90, as revised in Plat Book 9, page 191, in the Cumberland County Register's Office;

Thence North 04 deg. 12 min. 48 sec. West, along the east line of said Lot 251, 238.92 feet to a found 3/8 inch rebar at the northeast corner of said Lot 251;

Thence North 68 deg. 15 min. 30 sec. West, 97.37 feet;

Thence continue North 68 deg. 15 min. 30 sec. West, 59.91 feet to a newly set ½ inch rebar with cap on a circular curve to the right, having a radius of 330.00 feet, a chord bearing of North 31 deg. 46 min. 10 sec. East, and a chord distance of 115.30 feet;

Thence along the arc of said circular curve, 115.90 feet to a newly set ½ inch rebar with cap on the point of reverse curvature of a circular curve to the left, having a radius of 320.00 feet, a chord bearing of North 25 deg. 19 min. 27 sec. East, and a chord distance of 181.84 feet;

Thence along the arc of said circular curve 184.38 feet to a newly set ½ inch rebar with cap;

Thence North 08 deg. 49 min. 04 sec. East, 87.22 feet to the point of curvature of a circular curve to the right, having a radius of 230.00 feet, a chord bearing of North 46 deg. 14 min. 47 sec. East, and a chord distance of 279.57 feet;

Thence along the arc of said circular curve 300.49 feet to a newly set ½ inch rebar with cap;

Thence North 83 deg. 40 min. 29 sec. East, 48.39 feet to a newly set ½ inch rebar with cap on the point of curvature of a circular curve to the left, having a radius of 120.00 feet, a chord bearing of North 59 deg. 47 min. 28 sec. East, and a chord distance of 97.17 feet;

Thence along the arc of said circular curve 100.04 feet to a newly set ½ inch rebar with cap;

Thence North 35 deg. 55 min. 36 sec. East, 34.16 feet to a newly set ½ inch rebar with cap;

Thence South 60 deg. 05 min. 21 sec. East, 60.32 feet to a newly set ½ inch rebar with cap;

Thence South 60 deg. 05 min. 33 sec. East, 153.70 feet to a newly set ½ inch rebar with cap;

Thence South 12 deg. 27 min. 56 sec. West, 298.06 feet to a newly set ½ inch rebar with cap;

Thence South 26 deg. 38 min. 59 sec. West, 203.99 feet to a newly set ½ inch rebar with cap;

Thence South 28 deg. 15 min. 53 sec. East, 89.07 feet to a newly set ½ inch rebar with cap;
 Thence South 07 deg. 31 min. 40 sec. West, 30.51 feet to a newly set ½ inch rebar with cap;
 Thence North 68 deg. 32 min. 14 sec. West, 122.70 feet to a newly set ½ inch rebar with cap;
 Thence North 16 deg. 36 min. 03 sec. West, 68.63 feet to a newly set ½ inch rebar with cap;
 Thence North 50 deg. 30 min. 33 sec. West, 107.94 feet to a newly set ½ inch rebar with cap
 on a point on a circular curve to the right, having a radius of 315.00 feet, a chord bearing of
 South 45 deg. 15 min. 47 sec. West, and a chord distance of 63.35 feet;
 Thence along the arc of said circular curve 63.46 feet to a newly set ½ inch rebar with cap;
 Thence South 51 deg. 02 min. 02 sec. West, 143.25 feet to the point of BEGINNING,
 containing 8.809 acres, more or less, and subject to a 60.00 foot wide right-of-way dedication
 along the northwesterly boundary.

EXCLUSION NO. 13: The property conveyed to Eagles Nest, LLC, by Warranty Deed from
 Renegade Resort, LLC, dated April 23, 2004, and recorded in Book 1169, page 536, in the
 Cumberland County Register's Office, and described as follows:

Pod K

Being a tract of land located in the Fourth District of Cumberland County, Tennessee and
 being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort,
 formerly Renegade Resorts, being more particularly described as follows:

Begin at the Northwest corner of Lot 328 Block 9, as recorded in Plat Book 3, Page 5 1-52, at
 the Cumberland County Register of Deeds, Cumberland County, Tennessee.

Thence N 28 deg. 34 min. 24 sec. E, 159.93 feet;

Thence N 61 deg. 08 min. 17 sec. W, 200.00 feet;

Thence N 40 deg. 31 min. 01 sec. E, 966.40 feet;

Thence N 54 deg. 53 min. 24 sec E, 1781.38 feet;

Thence S 75 deg. 56 min. 13 sec. E, 478.95 feet to the point of curvature of a circular curve to
 the left, having a radius of 825.00 feet, a chord bearing of S 84 deg. 40 min 33 sec E and a
 chord distance of 250.68 feet;

Thence along the arc of said circular curve 251.66 feet;

Thence N 86 deg. 35 min 08 sec. E, 251.95 feet to the point of curvature of a circular curve to
 the right, having a radius of 175.00 feet, a chord bearing of S 74 deg. 47 min. 09 sec. E and a
 chord distance of 111.80 feet;

Thence along the arc of said circular curve 113.80 feet;

Thence S 56 deg. 09 min. 26 sec. E, 45.52 feet to the point of curvature of a circular curve to the right, having a radius of 50.00 feet, a chord bearing of S 02 deg. 17 min. 36 sec. W and a chord distance of 85.22 feet;

Thence along the arc of said circular curve 102.02 feet;

Thence S 60 deg. 44 min. 37 sec. W, 106.25 feet to the point of curvature of a circular curve to the left, having a radius of 1075.00 feet, a chord bearing of S 47 deg. 41 min. 17 sec. W and a chord distance of 485.68 feet;

Thence along the arc of said circular curve 489.91 feet;

Thence S 34 deg. 37 min. 57 sec. W, 189.82 feet to the point of curvature of a circular curve to the left, having a radius of 1075.00 feet, a chord bearing of S 40 deg. 56 min. 32 sec. W and a chord distance of 236.29 feet;

Thence along the arc of said circular curve 236.77 feet;

Thence S 13 deg. 23 min. 05 sec. W, 57.72 feet to the point of curvature of a circular curve to the left, having a radius of 200.00 feet, a chord bearing of S 40 deg. 04 min. 15 sec. E and a chord distance of 321.36 feet;

Thence along the arc of said circular curve 373.19 feet;

Thence N 86 deg. 28 min. 24 sec. E, 450.98 feet to the point of curvature of a circular curve to the right, having a radius of 324.92 feet, a chord bearing of S 78 deg. 24 min. 40 sec. E and a chord distance of 169.48 feet;

Thence along the arc of said circular curve 171.46 feet to the point of compound curvature of a circular curve to the right, having a radius of 100.00 feet, a chord bearing of S 28 deg. 47 min. 51 sec. E and a chord distance of 111.91 feet;

Thence along the arc of said circular curve 118.77 feet to the point of compound curvature of a circular curve to the right, having a radius of 225.00 feet, a chord bearing of S 21 deg. 01 min. 27 sec. W and a chord distance of 122.50 feet;

Thence along the arc of said circular curve 124.06 feet;

Thence S 36 deg. 49 min. 13 sec. W, 143.21 feet to the point of curvature of a circular curve to the right, having a radius of 175.00 feet, a chord bearing of S 63 deg. 02 min. 41 sec. W and a chord distance of 154.66 feet;

Thence along the arc of said circular curve 160.20 feet;

Thence S 89 deg. 16 min. 08 sec. W, 224.28 feet to the point of curvature of a circular curve to the left, having a radius of 325.00 feet, a chord bearing of S 64 deg. 15 min. 27 sec. W and a chord distance of 274.82 feet;

Thence along the arc of said circular curve 283.75 feet;

Thence S 39 deg. 14 min. 46 sec W, 170.88 feet to the point of curvature of a circular curve to the right, having a radius of 175.00 feet, a chord bearing of S 52 deg. 51 min. 36 sec. W and a chord distance of 82.38 feet;

Thence along the arc of said circular curve 83.16 feet;

Thence S 66 deg. 28 min. 27 sec. W, 472.64 feet to the point of curvature of a circular curve to the right, having a radius of 175.00 feet, a chord bearing of N 78 deg. 16 min. 48 sec. W and a chord distance of 201 .98 feet;

Thence along the arc of said circular curve 215.31 feet;

Thence N 43 deg. 02 min. 02 sec. W, 58.68 feet to the point of curvature of a circular curve to the left, having a radius of 325.00 feet, a chord bearing of S 67 deg. 03 min. 38 sec. E and a chord distance of 264.66 feet;

Thence along the arc of said circular curve 272.58 feet;

Thence S 88 deg. 54 min. 45 sec. W, 563.53 feet to the point of curvature of a circular curve to the left, having a radius of 275.00 feet, a chord bearing of S 57 deg. 45 min. 18 sec. W and a chord distance of 284.57 feet;

Thence along the arc of said circular curve 299.09 feet to the point of reverse curvature of a circular curve to the right, having a radius of 325.00 feet, a chord bearing of S 40 deg. 35 min. 33 sec. W and a chord distance of 157.20 feet;

Thence along the arc of said circular curve 158.79 feet;

Thence S 54 deg. 35 min. 29 sec. W, 32.07 feet;

Thence N 35 deg. 18 min. 19 sec. W, 140.00 feet;

Thence S 55 deg. 15 min. 12 sec. W, 111.911 feet;

Thence S 73 deg. 15 min. 59 sec W, 94.91 feet;

Thence N 61 deg. 26 min. 03 sec. W, 155.07 feet;

Thence N 61 deg. 41 min. 35 sec. W, 50.00 feet;

Thence N 61 deg. 41 min. 34 sec. W, 166.26 feet to the Point of Beginning.

Containing 98 acres more or less. (Map 142, Portion of Parcel 31.00.)

TRACT NO. 2

ALSO INCLUDED ARE THE FOLLOWING UNITS OF CUMBERLAND POINT CONDOMINIUMS:

PHASE I:

Being Condominium Unit No. 1201 of Cumberland Point Condominiums, Phase I, of Cumberland Gardens, as per plat recorded in Plat Book 9, page 165, Register's Office, Cumberland County, Tennessee, and as established and defined in the Supplemental Declaration of Covenants and Restrictions and Master Deed for Cumberland Point Condominiums, dated March 26, 1987, of record at Deed Book 333, page 688-754, Register's Office, Cumberland County, Tennessee, as amended in Deed Book 336, page 706-711, Deed Book 338, page 140-149, and Deed Book 341, page 5-12, Register's Office, Cumberland County, Tennessee. **Map 142-I, Group C, Parcel 3.00.**

PHASE II:

Being Condominium Unit Nos. 1401 and 1501 of Cumberland Point Condominiums, Phase II, of Cumberland Gardens, as per plat recorded in Plat Book 9, page 170, Register's Office, Cumberland County, Tennessee, and as established and defined in the Supplemental Declaration of Covenants and Restrictions and Master Deed for Cumberland Point Condominiums, dated March 26, 1987, of record at Deed Book 333, page 688-754, Register's Office, Cumberland County, Tennessee, as amended in Deed Book 336, page 706-711, Deed Book 338, page 140-149, and Deed Book 341, page 5-12, Register's Office, Cumberland County, Tennessee. **Map 142-I, Group C, Parcel 3.00.**

For prior title see Substitute Trustee's Deed dated June 4, 1991, of record at Deed Book 419, pages 344-368, Register's Office, Cumberland County, Tennessee.

EXHIBIT "B"

1. Title to that portion of the premises, if any located within the bounds of any cemetery, together with the right of ingress and egress thereto and the rights of internment and sepulcher.
2. Reservation of minerals and mining rights of subject property of record in Deed Book 31, page 426, in the Cumberland County Register's Office.
3. Reservation of minerals and mining rights of record in Deed Book 31, pages 445, in the Cumberland County Register's Office.
4. Rights and privileges granted William E. Evans, et al, by instrument of record in Misc. Book 81, page 377, in the Cumberland County Register's Office.
5. Reservation of minerals and mining rights of record in Deed Book 261, page 49, in the Cumberland County Register's Office.
6. Rights of ingress and egress in favor of the owners of the property as described in the tracts excluded from the description of Tract No. 1.
7. Covenants and restrictions as set forth in Deed Book 124, page 5, as amended in Deed Book 347, page 76, in the Cumberland County Register's Office.
8. Right-of-way for a road 16 feet, more or less, wide, running southwest through the above land to the salting ground as described in Deed Book 66, page 168, in the Cumberland County Register's Office.
9. Reservation of minerals and mining rights of record in Deed Book 71, page 41, in the Cumberland County Register's Office.
10. All matters which appear on the plats of Cumberland Point Condominiums at Plat Book 9, pages 165, 170, 171, 183 and 184, in the Cumberland County Register's Office.
11. Supplemental Declaration of Covenants and Restrictions and Master Deed for Cumberland Point Condominiums of record in Deed Book 333, page 688, as amended by First Amended and Supplemental Declaration of Covenants and Restrictions for Cumberland Point Condominiums of record in Deed Book 336, page 706, as amended by Second Amended and Supplemental Declaration of Covenants and Restrictions for Cumberland Point Condominiums of record in Deed Book 338, page 140, as amended by Third Amended and Supplemental Declaration of Covenants and Restrictions for Cumberland Point Condominiums of record in Deed Book 341, page 5, as amended by Fourth Amended and Supplemental Declaration of Covenants and Restrictions for Cumberland Point Condominiums of record in Deed Book 346, page 114, as amended by Fifth Amended and Supplemental Declaration of Covenants and Restrictions for Cumberland Point Condominiums of record in Deed Book 346, page 121, as amended by Amendment to Supplemental Declaration of Covenants and Restrictions and Master Deed for Cumberland Point Condominiums recorded in Deed Book 447, page 236, all in the Cumberland County Register's Office.

12. The right, if any, of others to use for road purposes so much of subject property as lies in any roadway.
13. Any property owners association, social membership, or condominium association dues.
14. Easement for ingress and egress in favor of the Cumberland County Playhouse, Inc., dated June 20, 1994, of record in Deed Book 470, page 388, in the Cumberland County Register's Office.
15. Agreement between Cumberland Point Condominium Property Owners Association and Cumberland Gardens Acquisition Corporation for an easement for the operation of a sewer plant dated March 19, 1999, of record in Deed Book 1047, page 1651, in the Cumberland County Register's Office.
16. Lease from Renegade Resort, LLC, to Renegade Mountain Golf Club, LLC, dated March 29, 2001, of record in Book 1103, page 953, as amended in Book 1103, page 967, as assigned to AMRESKO Independence Funding, Inc. by Assignment dated April 19, 2002, and recorded in Book 1103, page 992, all in the Cumberland County Register's Office. See also Memorandum of Lease from Renegade Resort, LLC, to Renegade Mountain Golf Club dated April 19, 2002, and recorded in Book 1103, page 1002, in the Cumberland County Register's Office.
17. Reservation of minerals contained in the deeds of record in Deed Book 366, page 53, Deed Book 343, page 499, and Deed Book 306, page 168, all in the Cumberland County Register's Office.
18. Title to the minerals underlying the property described in Exhibit A hereof.
19. Amended and Restated Declaration of Amended Covenants and Restrictions of record in Book 1212, page 1224, in the Cumberland County Register's Office.
20. By-Laws of Renegade Community Club recorded in Book 1212, page 1290, in the Cumberland County Register's Office.
21. Judgment filed against Renegade Resort, LLC, Renegade Mountain Community Club, LKM Group, LLC, Larry McMeans and Joe Wucher, in favor of Eagle's Nest, LLC a/k/a Eagle's Nest of Nevada, LLC, recorded in Book 1237, page 1641, in the Cumberland County Register's Office.
22. Deed of Trust from Renegade Resort, LLC, to Darrell A. Darling, Trustee for Union Planters Bank National Association, dated August 26, 2002, and recorded in Book 1114, page 1888, as assigned to Patrick James Engineering Incorporated by Assignment of record in Book 1281, page 220, both in the Cumberland County Register's Office.
23. Deed of Trust from Renegade Resort, LLC, to Darrell A. Darling, Trustee for Union Planters Bank National Association, dated July 23, 2001, and recorded in Book 1081, page 718, as assigned to Patrick James Engineering Incorporated by Assignment of record in Book 1281, page 220, both in the Cumberland County Register's Office.

EXHIBIT "A"

SITUATED in Cumberland County, Tennessee, and being more particularly bounded and described as follows:

TRACT NO. 1

Map: 177 Parcel: 12.00

BEGINNING at a steel stake in the West right-of-way of the Dogwood Road at the point where said right-of-way line crosses the northern property line of N. O. James as described in Deed Book 69, page 247;

Thence, South 87 degrees 42 minutes 49 seconds West, with the James line 1,535.16 feet to a stone corner;

Thence, South 03 degrees 19 minutes 40 seconds West, 1,181.92 feet to a steel stake at a fence corner;

Thence, North 55 degrees 11 minutes 00 seconds West, 797.13 feet to a steel stake at Big Sandy Creek;

Thence, North 66 degrees 26 minutes 18 seconds West, 98.26 feet to the center of Big Sandy Creek;

Thence, with the center of said Creek South 80 degrees 16 minutes 12 seconds West, 99.04 feet; Thence, North 56 degrees 07 minutes 58 seconds West, 215.04 feet;

Thence, North 55 degrees 53 minutes 08 seconds West, 101.10 feet;

Thence, North 12 degrees 50 minutes 50 seconds West, 175.13 feet;

Thence, North 53 degrees 09 minutes 56 seconds West, 186.54 feet;

Thence, North 58 degrees 51 minutes 10 seconds West, 260.40 feet;

Thence, North 43 degrees 01 minutes 44 seconds West, 189.09 feet;

Thence, North 14 degrees 39 minutes 48 seconds West, 40.33 feet;

Thence, North 51 degrees 11 minutes 15 seconds West, 101.11 feet;

Thence, North 66 degrees 16 minutes 24 seconds West, 92.05 feet;

Thence, North 05 degrees 54 minutes 35 seconds West, 201.71 feet;

Thence, North 44 degrees 36 minutes 30 seconds East, 133.78 feet;

Thence, North 02 degrees 16 minutes 27 seconds East, 201.49 feet;

Thence, North 14 degrees 26 minutes 38 seconds East, 59.32 feet;

Thence, North 14 degrees 49 minutes 42 seconds West, 172.64 feet;

Thence, North 00 degrees 02 minutes 29 seconds East, 128.79 feet;

Thence, North 45 degrees 30 minutes 04 seconds West, 229.54 feet;

Thence, North 77 degrees 14 minutes 48 seconds West, 174.34 feet;

Thence, South 88 degrees 57 minutes 26 seconds West, 245.90 feet;

Thence, South 63 degrees 46 minutes 20 seconds West, 58.61 feet;

Thence, North 20 degrees 01 minutes 37 seconds West, 247.67 feet;

Thence, North 28 degrees 52 minutes 54 seconds East, 164.48 feet;

Thence, North 41 degrees 36 minutes 33 seconds East, 157.07 feet;

Thence, North 16 degrees 11 minutes 04 seconds East, 185.56 feet;

Thence, North 03 degrees 16 minutes 00 seconds East, 178.29 feet;

Thence, North 19 degrees 10 minutes 10 seconds East, 125.59 feet;

Thence, North 09 degrees 58 minutes 15 seconds East, 95.59 feet;
 Thence, North 19 degrees 25 minutes 06 seconds East, 66.30 feet;
 Thence, North 18 degrees 32 minutes 31 seconds West, 226.73 feet;
 Thence, North 27 degrees 08 minutes 14 seconds East, 102.83 feet;
 Thence, North 37 degrees 21 minutes 47 seconds East, 146.19 feet;
 Thence, North 30 degrees 52 minutes 34 seconds East, 110.98 feet;
 Thence, North 05 degrees 15 minutes 09 seconds East, 38.67 feet;
 Thence, North 47 degrees 51 minutes 34 seconds East, 223.03-feet;
 Thence, North 43 degrees 21 minutes 30 seconds East, 77.31 feet to a steel stake;
 Thence, North 82 degrees 00 minutes 35 seconds East, 1,207.66 feet to a stone corner;
 Thence, North 08 degrees 13 minutes 58 seconds West, 274.96 feet to a corner;
 Thence, North 76 degrees 11 minutes 02 seconds East, 1,958.51 feet to a stone corner;
 Thence, North 75 degrees 35 minutes 53 seconds East, 245.23 feet to a stake in the center line of Little Sandy Creek;
 Thence, with said center line South 52 degrees 34 minutes 41 seconds East, 90.18 feet;
 Thence, South 15 degrees 25 minutes 39 seconds East, 80.11 feet;
 Thence, South 34 degrees 22 minutes 30 seconds East, 86.24 feet;
 Thence, South 73 degrees 48 minutes 12 seconds East, 85.24 feet;
 Thence, South 54 degrees 20 minutes 51 seconds East, 91.87 feet;
 Thence, South 20 degrees 58 minutes 58 seconds East, 89.08 feet;
 Thence, South 24 degrees 46 minutes 19 seconds East, 83.51 feet;
 Thence, South 42 degrees 43 minutes 04 seconds East, 117.76 feet;
 Thence, South 15 degrees 40 minutes 48 seconds East, 189.04 feet;
 Thence, South 06 degrees 40 minutes 49 seconds East, 96.54 feet;
 Thence, South 11 degrees 32 minutes 21 seconds West, 96.70 feet;
 Thence, South 09 degrees 31 minutes 35 seconds West, 143.66 feet;
 Thence, South 03 degrees 59 minutes 19 seconds West, 110.09 feet;
 Thence, South 34 degrees 02 minutes 17 seconds East, 87.33 feet;
 Thence, South 28 degrees 37 minutes 03 seconds West, 104.57 feet;
 Thence, South 51 degrees 23 minutes 13 seconds West, 111.84 feet;
 Thence, South 31 degrees 07 minutes 29 seconds West, 57.24 feet;
 Thence, South 03 degrees 13 minutes 59 seconds West, 85.95 feet;
 Thence, South 10 degrees 37 minutes 56 seconds East, 101.45 feet;
 Thence, South 07 degrees 51 minutes 26 seconds East, 113.87 feet to a stone corner with large Pine pointer;
 Thence, South 64 degrees 43 minutes 46 seconds East, 1,524.75 feet to a steel stake at a Pine tree;
 Thence, South 55 degrees 46 minutes 49 seconds East, 24.72 feet to the center of Dogwood Road;
 Thence, with the center of said road South 43 degrees 01 minutes 32 seconds West, 1,247.27 feet;

Thence, South 40 degrees 58 minutes 26 seconds West, 419.39 feet;
Thence, South 45 degrees 08 minutes 30 seconds West, 671.05 feet;
Thence, North 46 degrees 34 minutes 21 seconds West, 25.27 feet to the point of
BEGINNING.

**Containing 385.37 acres, more or less, as shown by the above mentioned
survey. Map 177, Parcel 012.00.**

TRACT 2

Pod L

Map: 142 Parcel - 31.02

Commence at a point on the Southwesterly R/W Line of State Road 70, near the entrance to
Renegade Mountain; Said point being a point on a circular curve to the Right, having a radius
of 1000.00 feet, a chord bearing of S 34°35'37" W and a chord distance of 511.06 feet; Said
point having Tennessee State Coordinates of North 546,037.59 East 2,344,609.86;

Thence along the arc of said circular curve 516.79 feet;

Thence N 32°28'45" W, 75.82 feet to the Point of Beginning of the herein described Parcel of
Land: Said Point of Beginning being a point on a circular curve to the Right, having a radius of
925.00 feet, a chord bearing of S 52°45'32" W and a chord distance of 129.82 feet;

Thence along the arc of said circular curve 129.91 feet to the point of reverse curvature of a
circular curve to the left, having a radius of 165.00 feet, a chord bearing of S 27°14'00" W and
a chord distance of 162.72 feet;

Thence along the arc of said circular curve 170.17 feet;

Thence S 68°49'47" W, 1616.87 feet;

Thence S 62°55'01" W, 464.60 feet;

Thence N 65°06'07" W, 629.71 feet;

Thence N 63°00'41" W, 808.87 feet;

Thence NORTH, 604.01 feet;

Thence EAST, 854.66 feet;

Thence NORTH, 926.67 feet;

Thence WEST, 354.34 feet;

Thence N 59°59'58" W, 705.33 feet;

Thence NORTH, 361.12 feet;

Thence EAST, 1526.62 feet;

Thence S 45°31'42" E, 474.87 feet;

Thence S 48°18'10" E, 487.87 feet;

Thence S 39°59'14" E, 420.33 feet;

Thence S 50°26'48" E, 289.59 feet;

Thence S 35°55'42" E, 388.54 feet;

Thence S 77°33'31" E, 367.96 feet;

Thence S 32°28'45" E, 356.13 feet to the Point of Beginning of the herein described Parcel of land:

Containing 130.726 acres more or less. (Map 142, Portion of Parcel 31.00.)

BEING part of the same property conveyed to JL Wucher Company, LLC, by Quit Claim Deed from Renegade Resort, LLC, dated April 11, 2003, and recorded in Book 1134, page 138, in the Cumberland County Register's Office.

TRACT 3

Map: 141

Parcel: 55.00

BEGINNING at a newly set 112 inch rebar with cap located on the northerly right-of-way line of Mountain Laurel Parkway, and being North 77 deg. 22 min. 15 sec. East, 50.00 feet from the common corner of Lots 245 and 246 of Block 8 of Renegade Resort, as recorded in Plat Book 2, page 90, in the Cumberland County Register's Office;

Thence North 12 deg. 37 min. 50 sec. West, 628.21 feet to a newly set ½ inch rebar with cap on the point of curvature of the circular curve to the right, having a radius of 527.97 feet, a chord bearing of North 11 deg. 01 min. 15 sec. West, and a chord distance of 30.02 feet;

Thence along the arc of said circular curve 30.02 feet to a newly set ½ inch rebar with cap;

Thence North 77 deg. 22 min. 11 sec. East, 119.15 feet to a newly set ½ inch rebar with cap;

Thence South 12 deg. 37 min. 56 sec. East, 310.00 feet to a newly set ½ inch rebar with cap;

Thence South 23 deg. 37 min. 22 sec. West, 67.66 feet to a newly set ½ inch rebar with cap;

Thence South 12 deg. 37 min. 49 sec. East, 293.65 feet to a newly set ½ inch rebar with cap;

Thence South 77 deg. 21 min. 59 sec. West, 79.99 feet to the point of BEGINNING.

Being a portion of Map 142, Parcel 031.00 (containing 1.518 acres, more or less).

BEING the same property conveyed to JL Wucher Company, LLC, a Tennessee limited liability company, by Quit Claim Deed from Renegade Resort, LLC, dated March 27, 2010, and recorded in Book 1337, page 1096, in the Cumberland County Register's Office.

TRACT 4

Map - 142 Parcel - 33.00

BEGINNING at a newly set ½ inch rebar with cap located on the northerly right-of-way line of Mountain Laurel Parkway and being North 70 deg. 56 min. 54 sec. West, 217.35 feet from the northwesterly corner of Lot 1 of Block 17 of Renegade Mountain as recorded in Plat Book 10, page 419, in the Cumberland County Register's Office;

Thence South 69 deg. 38 min. 24 sec. West, 50.00 feet to a newly set ½ inch rebar with cap;

Thence North 19 deg. 49 min. 44 sec. West, 79.67 feet to a newly set ½ inch rebar with cap;

Thence South 70 deg. 09 min. 42 sec. West, 59.99 feet to a newly set ½ inch rebar with cap on a point on a circular curve to the right, having a radius of 299.59 feet, a chord bearing of North 84 deg. 03 min. 50 sec. West, and a chord distance of 349.32 feet;

Thence along the arc of said circular curve, 372.94 feet to a newly set ½ inch rebar with cap;

Thence North 04 deg. 21 min. 40 sec. West, 605.21 feet to a newly set ½ inch rebar with cap;

Thence North 42 deg. 16 min. 34 sec. West, 350.86 feet to a newly set ½ inch rebar with cap;

Thence South 88 deg. 59 min. 12 sec. West, 158.95 feet to a newly set ½ inch rebar with cap;

Thence North 00 deg. 22 min. 02 sec. West, 228.58 feet to a newly set ½ inch rebar with cap;

Thence North 52 deg. 52 min. 29 sec. East, 74.37 feet to a newly set ½ inch rebar with cap;

Thence South 48 deg. 45 min. 35 sec. East, 176.66 feet to a newly set ½ inch rebar with cap;

Thence South 57 deg. 32 min. 32 sec. East, 290.77 feet to a newly set ½ inch rebar with cap;

Thence South 27 deg. 47 min. 23 sec. East, 666.80 feet to a newly set ½ inch rebar with cap;

Thence South 13 deg. 30 min. 28 sec. East, 138.25 feet to a newly set ½ inch rebar with cap;
Thence South 42 deg. 17 min. 36 sec. East, 156.99 feet to a newly set ½ inch rebar with cap;
Thence South 19 deg. 49 min. 44 sec. East, 100.00 feet to a newly set ½ inch rebar with cap;
Being a portion of Map 142, Parcel 031.00 (containing 7.583 acres, more or less).

BEING the same property conveyed to JL Wucher Company, LLC, a Tennessee limited liability company, by Quit Claim Deed from Renegade Resort, LLC, dated March 27, 2010, and recorded in Book 1337, page 1099, in the Cumberland County Register's Office.

TRACT 5

Map: 142 Parcel: 31.04

BEGINNING at a newly set 112 inch rebar with cap located on the southerly right-of-way line of Mountain Laurel Parkway, and being North 21 deg. 50 min. 59 sec. West, 1105.22 feet from the northwesterly corner of Lot 1 of Block 17, of Renegade Mountain, as recorded in Plat Book 10, page 419, in the Cumberland County Register's Office;

Thence North 55 deg. 15 min. 13 sec. West, 876.61 feet to a newly set ½ inch rebar with cap;

Thence North 67 deg. 00 min. 07 sec. East, 189.25 feet to a newly set ½ inch rebar with cap;

Thence South 56 deg. 51 min. 25 sec. East, 155.04 feet;

Thence North 29 deg. 24 min. 40 sec. East, 66.76 feet;

Thence South 60 deg. 35 min. 20 sec. East, 86.56 feet to a newly set ½ inch rebar with cap on the point of curvature of the circular curve to the right, having a radius of 200.00 feet, a chord bearing of South 44 deg. 30 min. 51 sec. East, and a chord distance of 110.76 feet;

Thence along the arc of said circular curve 112.22 feet to a newly set ½ inch rebar with cap;

Thence South 28 deg. 26 min. 23 sec. East, 483.85 feet to the point of BEGINNING;

Being a portion of Map 142, Parcel 031.00 (containing 3.388 acres, more or less).

BEING the same property conveyed to JL Wucher Company, LLC, a Tennessee limited liability company, by Quit Claim Deed from Renegade Resort, LLC, dated March 27, 2010, and recorded in Book 1337, page 1102, in the Cumberland County Register's Office/

TRACT 6

Map: 141 Page 1: 56.00

Beginning at a newly set 1/2" rebar with cap, bearing S 22°51'14" W, 50.03 feet from the Southwesterly corner of lot 1 of block 1 of Renegade Mountain as recorded in Plat Book 2, Page 57, at the Cumberland County Register of Deeds;

Thence, S 22°51'14" W, 197.62 feet to a newly set 1/2" rebar with cap;

Thence, S 29°24'40" W, 66.76 feet to a newly set 1/2" rebar with cap
Thence, N 56°51'25" W, 155.04 feet to a newly set 1/2" rebar with cap;

Thence, S 67°00'07" W, 189.25 feet to a newly set 1/2" rebar with cap;

Thence, S 75°38'12" W, 274.24 feet to a newly set 1/2" rebar with cap;

Thence, N 14°21'39" W, 189.20 feet to a newly set 1/2" rebar with cap;

Thence, S 86°50'48" W, 303.65 feet to a newly set 1/2" rebar with cap;

Thence, N 01°50'17" W, 730.44 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 400.00 feet, a chord bearing of N 45°14'57" E and a chord distance of 585.91 feet;

Thence, along the arc of said circular curve 657.46 feet to a newly set 1/2" rebar with cap;

Thence, S 87°39'49" E, 281.58 feet to a newly set 1/2" rebar with cap;

Thence, South, 513.43 feet;

Thence, S 87°39'49" E, 207.19 feet;

Thence, S 60°22'55" E, 15.32 feet;

Thence, S 02°20'11" W, 211.24 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of S 28°56'20" E and a chord distance of 296.76 feet;

Thence, along the arc of said circular curve 317.71 feet to the Point of Beginning of the herein described Convention Center Site Tract.

Being a portion of Map 142, Parcel 31.00 (Containing 22.18 Acres more or less).

BEING the same property conveyed to JL Wucher Company, LLC, a Tennessee limited liability company, by Warranty Deed from Renegade Resort, LLC, dated December 10, 2002, and recorded in Book 1122, page 2320, in the Cumberland County Register's Office.

TRACT 7

142-P-G-1.00

Parcel A: BEING Lot 1 of Block 17 of Renegade Mountain Subdivision, which is recorded in Plat Book 10, page 419, in the Cumberland County Register's Office, being more particularly described as follows:

BEGINNING on an existing 5/8 inch rebar located in the southern right-of-way of Mountain Laurel Parkway; thence with said right-of-way, North 89 deg. 20 min. 50 sec. East, 151.58 feet to an existing 5/8 inch rebar, said point being the northwest corner of Lot 2 of same subdivision; thence leaving said road right-of-way and with the western line of said Lot 2 South 04 deg. 57 min. 41 sec. West, 96.48 feet to an existing 5/8 inch rebar, said point being the southwest corner of said Lot 2; thence leaving said Lot 2, North 86 deg. 51 min. 40 sec. West, 52.15 feet to an existing 5/8 inch rebar; thence North 83 deg. 03 min. 29 sec. West, 49.63 feet to an existing 5/8 inch rebar; thence North 71 deg. 19 min. 04 sec. West, 101.64 feet to an existing 5/8 inch rebar; thence North 45 deg. 45 min. 29 sec. East, 75.93 feet to the point of BEGINNING, containing 0.34 acres, more or less, as per survey of O. D. Pugh, Jr., RLS No. 699, dated at 107 Livingston Road, Crossville, TN 38555, dated October 3, 2000, bearing Job No. 20120-1.

142-P-G-2.00

Parcel B: BEING Lot 2 of Block 17 of Renegade Mountain Subdivision, which is recorded in Plat Book 10, page 419, in the Cumberland County Register's Office, being more particularly described as follows:

BEGINNING on an existing 5/8 inch rebar located in the southern right-of-way of Mountain Laurel Parkway, said point being the northeast corner of Lot 1 of same subdivision; thence with said road right-of-way, North 89 deg. 20 min. 50 sec. East, 164.72 feet to an existing spike, said point being the northwest corner of Lot 3 of same subdivision; thence leaving said road right-of-way and with the western line of said Lot 3 South 25 deg. 04 min. 41 sec. West, 145.19 feet to an existing 5/8 inch rebar, said point being the southwest corner of said Lot 3; thence leaving said Lot 3, North 86 deg. 48 min. 25 sec. West, 31.99 feet to an existing 5/8 inch rebar; thence North 83 deg. 03 min. 29 sec. West, 49.63 feet to an existing 5/8 inch rebar, said point being the southeast corner of the first mentioned Lot 1; thence with the eastern line

of Lot 1, North 04 deg. 57 min. 41 sec. West, 96.48 feet to the point of BEGINNING, containing 0.36 acre, more or less, as per survey of O. D. Pugh, Jr., RLS No. 699, dated at 107 Livingston Road, Crossville, TN 38555, dated October 3, 2000, bearing Job No. 20120-2.

BEING part of the same property conveyed to J L Wucher Company, LLC, by Warranty Deed from Renegade Resort, LLC, dated December 14, 2000, and recorded in Book 1066, page 420, in the Cumberland County Register's Office.

EXHIBIT "B"

1. Title to that portion of the premises, if any located within the bounds of any cemetery, together with the right of ingress and egress thereto and the rights of interment and sepulcher.
2. Reservation of minerals and mining rights of subject property of record in Deed Book 31, page 426, in the Cumberland County Register's Office.
3. Reservation of minerals and mining rights of record in Deed Book 31, pages 445, in the Cumberland County Register's Office.
4. Rights and privileges granted William E. Evans, et al, by instrument of record in Misc. Book 81, page 377, in the Cumberland County Register's Office.
5. Reservation of minerals and mining rights of record in Deed Book 261, page 49, in the Cumberland County Register's Office.
6. Right-of-way for a road 16 feet, more or less, wide, running southwest through the above land to the salting ground as described in Deed Book 66, page 168, in the Cumberland County Register's Office.
7. Reservation of minerals and mining rights of record in Deed Book 71, page 41, in the Cumberland County Register's Office.
8. Easement for ingress and egress in favor of the Cumberland County Playhouse, Inc., dated June 20, 1994, of record in Deed Book 470, page 388, in the Cumberland County Register's Office.
9. Title to the minerals underlying the property described in Exhibit A hereof.
10. Agreement between Cumberland Point Condominium Property Owners Association and ~~Cumberland Gardens Acquisition Corporation for an easement for the operation of a sewer plant~~ dated March 19, 1999, of record in Deed Book 1047, page 1651, in the Cumberland County Register's Office.
11. The right, if any, of others to use for road purposes so much of subject property as lies in any roadway.
12. Matters depicted or disclosed by plat recorded in Plat Book 10, page 419, in the Cumberland County Register's Office.
13. Covenants and restrictions as set forth in Deed Book 124, page 5, as amended in Deed Book 347, page 76, in the Cumberland County Register's Office.
14. Amended and Restated Declaration of Amended Covenants and Restrictions of record in Book 1212, page 1224, in the Cumberland County Register's Office.
15. By-Laws of Renegade Community Club recorded in Book 1212, page 1290, in the Cumberland County Register's Office.
16. Judgment filed against Renegade Resort, LLC, Renegade Mountain Community Club, LKM Group, LLC, Larry McMeans and Joe Wucher, in favor of Eagle's Nest, LLC a/k/a Eagle's Nest of Nevada, LLC, recorded in Book 1237, page 1641, in the Cumberland County Register's Office.

**RESPONSE
TO FIRST
DISCOVERY
REQUEST
NO. 14**

MICHAEL MCCLUNG

ACCOUNT SUMMARY

ACCOUNT NUMBER:
931-707-7020-103111-4

PIN NUMBER:
7366

CONTACTING US

- Visit: Frontier.com
- Call: 800-921-8101

Billing Date

4/07/12

Due Date

5/01/12

Amount of Last Bill

50.64CR

Payments Received Thru 4/07/12

.00

Balance Before Current Charges

50.64CR

Current Charges

60.49

TOTAL AMOUNT DUE

\$9.85

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5/09 5/11/12
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MICHAEL MCCLUNG

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High Speed Internet Lite Term 10/31/11 - 10/30/12	17.99	**
TumTiki (tumtiki.com) FREE	.00	
Frontier Mail - Standard	.00	
My Frontier Hot Spot	6.99	**
TOTAL MONTHLY SERVICE CHARGES	50.97	

OTHER SERVICE CHARGES AND CREDITS

Carrier Cost Recovery Surcharge	.50
TOTAL OTHER SERVICE CHARGES AND CREDITS	.50

CUSTOM VALUE PRICING DISCOUNT

**10% Custom Value Pricing Discount	6.30CR
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TAXES AND OTHER CHARGES

Federal Taxes and Charges*	8.77
State Taxes and Other Charges*	6.55
TOTAL TAXES AND OTHER CHARGES	15.32

TOTAL	60.49
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Detail of Taxes and Other Charges on Pg.4 >

*Includes Basic Charges



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Customer Name: 00493170770200103111	Company Name: FRONTIER CITIZEN
Transaction Date: 5/21/2012	Sending Bank*: JPMORGAN CHASE BANK
Amount: \$509.85	Bank Phone Number: 8134323700
Description: CHECKPAYMT	Company ID: 201000CZN0
	Original Trace Number: 021000024411277

*If the sending bank's information is not available then this transaction was processed by the agency listed in the Company Name field.



MICHAEL MCCLUNG

ACCOUNT SUMMARY

ACCOUNT NUMBER: 931-707-7020-103111-4
PIN NUMBER: 7366

CONTACTING US
• Visit: Frontier.com
• Call: 800-921-3101

Billing Date	2/07/12
Due Date	3/02/12
Amount of Last Bill	171.74CR
Payments Received Thru 2/07/12	.00
Balance Before Current Charges	171.74CR
Current Charges	60.55
TOTAL AMOUNT DUE	\$111.19CR

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MICHAEL MCCLUNG
PO BOX 78
CRAB ORCHARD, TN 37723-0078

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Total Amount Due **\$111.19CR**Date Due **3/02/12**Account Number **931-707-7020-103111-4**

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Amount Enclosed \$ _____

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High Speed Internet Lite Term 10/31/11 - 10/30/12	17.99	**
TunTiki (tuntiki.com) FREE	.00	
Frontier Mail - Standard	.00	
My Frontier Hot Spot	6.99	**
TOTAL MONTHLY SERVICE CHARGES	50.97	

OTHER SERVICE CHARGES AND CREDITS

Carrier Cost Recovery Surcharge	.50
TOTAL OTHER SERVICE CHARGES AND CREDITS	.50

CUSTOM VALUE PRICING DISCOUNT

**10% Custom Value Pricing Discount	6.90CR
-------------------------------------	--------

TAXES AND OTHER CHARGES

Federal Taxes and Charges*	8.82
State Taxes and Other Charges*	6.56
TOTAL TAXES AND OTHER CHARGES	15.38

TOTAL

60.55

Detail of Taxes and Other Charges on Pg.4 >

*Includes Basic Charges

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**MICHAEL MCCLUNG****DETAIL OF TAXES AND OTHER CHARGES****DETAIL OF FEDERAL TAXES AND CHARGES***

Frontier	
Federal Tax	.42
Federal Subscriber Line Charge	\$.50
Federal USF Recovery Charge	1.18
FCA Long Distance - Federal USF Surcharge	.03CR
Frontier Com of America	
FCA Long Distance - Federal USF Surcharge	.77

TOTAL FEDERAL TAXES AND CHARGES**\$.82****DETAIL OF STATE TAXES AND OTHER CHARGES***

Frontier	
HSI Surcharge	1.50
Cumberland County Local Tax	1.03
TN Cumberland Cnty 911 Re	1.40
TN State Sales Tax	2.76
Frontier Com of America	
Cumberland County Local Tax	.04CR
TN State Sales Tax	.09CR

TOTAL STATE TAXES AND OTHER CHARGES**\$.56****TOTAL TAXES AND OTHER CHARGES****15.38**

*Includes Basic Charges

DIGITAL ESSENTIALS 30 MIN PLAN Summary

51 Mins. @ \$.00/Min.		.00
Previous Rollover Balance	41	
This Period Allowance	30	
Minutes Used	51	
Rollover Minutes Expired *	0	
Current Rollover Minutes	20	

(*) Unused Rollover Minutes Expire After 12 Billing Periods
 Calls on This Plan are Designated by Y

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Your High Speed Internet agreement will automatically renew effective 10/31/12.

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MICHAEL MCCLUNG

ACCOUNT SUMMARY

ACCOUNT NUMBER: 931-707-7020-103111-4
PIN NUMBER: 7366

CONTACTING US
• Visit: Frontier.com
• Call: 800-921-8101

Billing Date	1/07/12
Due Date	1/31/12
Amount of Last Bill	152.90
Payments Received Thru 12/15/11	385.00CR
Balance Before Current Charges	232.10CR
Current Charges	60.36
TOTAL AMOUNT DUE	\$171.74CR



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MICHAEL MCCLUNG
PO BOX 78
CRAB ORCHARD, TN 37723-0078

PAYMENT STUB

Total Amount Due **\$171.74CR**

Date Due 1/31/12

Account Number 931-707-7020-103111-4

Please do not send correspondence with your payment. Make checks payable to Frontier.

Amount Enclosed \$ _____

To change your billing address, call 1-800-921-8101

FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550



43804931707702010311100000171744



MICHAEL MCCLUNG

FRONTIER MONTHLY SERVICE CHARGES FROM 1/07/12 to 2/06/12

Digital Phone Essentials Term 10/31/11 - 10/30/12	25.99	**
High Speed Internet Lite Term 10/31/11 - 10/30/12	17.99	**
TumTiki (tumtiki.com) FREE	.00	
Frontier Mail - Standard	.00	
My Frontier Hot Spot	6.99	**
TOTAL MONTHLY SERVICE CHARGES	50.97	

OTHER SERVICE CHARGES AND CREDITS

Carrier Cost Recovery Surcharge	.50
TOTAL OTHER SERVICE CHARGES AND CREDITS	.50

CUSTOM VALUE PRICING DISCOUNT

**10% Custom Value Pricing Discount	6.30CR
-------------------------------------	--------

TAXES AND OTHER CHARGES


Federal Taxes and Charges*	8.68
State Taxes and Other Charges*	6.56
TOTAL TAXES AND OTHER CHARGES	15.19

TOTAL	60.35
--------------	--------------

Detail of Taxes and Other Charges on Pg.4 >

*Includes Basic Charges

You saved 10% by being a Loyal Frontier Customer.




THE DEEPEST COLLECTION ON THE WEB

Watch TV, Movies and Web Originals for FREE!

TumTiki.com is available to anyone with internet access and features the largest library of premium TV episodes, movies, web original clips, and local content, of any destination site.

Filled with Fun Social Features. TumTiki is loaded with the latest social features making it fun and easy to share your favorites with your Facebook friends.





MICHAEL MCCLUNG

DETAIL OF TAXES AND OTHER CHARGES**DETAIL OF FEDERAL TAXES AND CHARGES***

Frontier	
Federal Tax	.23
Federal Subscriber Line Charge	6.50
Federal USF Recovery Charge	1.18
FCA Long Distance - Federal USF surcharge	.03CR
Frontier Con of America	
FCA Long Distance - Federal USF surcharge	.77
TOTAL FEDERAL TAXES AND CHARGES	8.69

DETAIL OF STATE TAXES AND OTHER CHARGES*

Frontier	
HSI Surcharge	1.50
Cumberland County Local Tax	1.03
TN Cumberland City 811 Re	1.40
TN State Sales Tax	2.76
Frontier Con of America	
Cumberland County Local Tax	.04CR
TN State Sales Tax	.09CR
TOTAL STATE TAXES AND OTHER CHARGES	6.85

TOTAL TAXES AND OTHER CHARGES 18.19

*Includes Basic Charges

DIGITAL ESSENTIALS 30 MIN PLAN Summary

1 Min. @ \$.00/Min.	.00
Previous Rollover Balance	12
This Period Allowance	80
Minutes Used	1
Rollover Minutes Expired *	0
Current Rollover Minutes	41

(*) Unused Rollover Minutes Expire After 12 Billing Periods
 Calls on This Plan are Designated by Y

IMPORTANT CUSTOMER INFORMATION

TunTid (formerly myTiv) is the largest online library of premium TV episodes, movies, local content, professionally-produced clips, and web original series. TunTid features more than 700,000 free video and 100,000 movies and TV episodes for rental. TunTid - Dive in!

Frontier believes that disputes between it and its customers should be resolved fairly and as promptly as possible. Accordingly, effective immediately, Frontier has revised the DISPUTE RESOLUTION BY BINDING ARBITRATION provision in our service agreements with you. Please refer to the Terms and Conditions available at www.frontier.com/terms or call Frontier 1-877-462-7320, option 3 for more information.

Effective January 1, 2012, the Federal Universal Service Fund (USF) Recovery Charge is increasing from 15.3% to 17.9% of interstate retail revenues. The USF helps to keep service affordable in rural markets through support of investments in high-cost areas and by providing service discounts to eligible schools, libraries and rural health care providers. USF funds allow Frontier to continue to invest in and bring advanced services to all of our customers.

If Frontier is your long distance carrier, the Long Distance USF Recovery Charge is 17.9%.

Your Digital Phone agreement will automatically renew effective 10/31/12.

Your High Speed Internet agreement will automatically renew effective 10/31/12.

As you agreed, your Frontier service includes a 1-year (or multi-year) term commitment with convenient automatic renewal at then applicable pricing (excluding promotions). If you wish to cancel your auto-renewal, please call Frontier at least 30 days prior to your renewal date above. As noted on page 2 of every bill, visit Frontier.com/terms, Frontier.com/tariffs or call Customer Service for other important service Terms, Conditions and Policies.

**MICHAEL MCCLUNG****FRONTIER MONTHLY SERVICE CHARGES FROM 12/07/11 to 1/06/12**

Digital Phone Essentials Term 10/31/11 - 10/30/12	25.99	**
High Speed Internet Lite Term 10/31/11 - 10/30/12	17.99	**
My FITV (www.myfitv.com) FREE	.00	
Frontier Mail - Standard	.00	
My Frontier Hot Spot	6.99	**
TOTAL MONTHLY SERVICE CHARGES	50.97	

OTHER SERVICE CHARGES AND CREDITS

Late Payment Fee	1.37
Carrier Cost Recovery Surcharge	.50
TOTAL OTHER SERVICE CHARGES AND CREDITS	1.87

CUSTOM VALUE PRICING DISCOUNT

**10% Custom Value Pricing Discount	6.30CR
-------------------------------------	--------

TAXES AND OTHER CHARGES

Federal Taxes and Charges*	8.38
State Taxes and Other Charges*	6.53
TOTAL TAXES AND OTHER CHARGES	14.91

TOTAL	61.45
--------------	--------------

Detail of Taxes and Other Charges on Pg.4 >

*Includes Basic Charges

You saved 10% by being a Loyal Frontier Customer.



THE DEEPEST COLLECTION ON THE WEB

Watch TV, Movies and Web Originals for FREE!

TumTiki.com is available to anyone with internet access and features the largest library of premium TV episodes, movies, web original clips, and local content, of any destination site.

Filled with Fun Social Features. TumTiki is loaded with the latest social features making it fun and easy to share your favorites with your Facebook friends.



**MICHAEL MCCLUNG****DETAIL OF TAXES AND OTHER CHARGES****DETAIL OF FEDERAL TAXES AND CHARGES***

Frontier	
Federal Tax	.25
Federal Subscriber Line Charge	6.50
Federal USF Recovery Charge	.90
FCA Long Distance - Federal USF Surcharge	.03CR
Frontier Com of America	
FCA Long Distance - Federal USF Surcharge	.56

TOTAL FEDERAL TAXES AND CHARGES

6.38

DETAIL OF STATE TAXES AND OTHER CHARGES*

Frontier	
NSI Surcharge	1.50
Cumberland County Local Tax	1.03
TN Cumberland Cnty 911 Ra	1.40
TN State Sales Tax	2.73
Frontier Com of America	
Cumberland County Local Tax	.04CR
TN State Sales Tax	.03CR

TOTAL STATE TAXES AND OTHER CHARGES

6.59

TOTAL TAXES AND OTHER CHARGES**14.91**

*Includes Basic Charges

DIGITAL ESSENTIALS 90 MIN PLAN Summary

85 Mins. @ \$.00/Min.	7	.00
Previous Rollover Balance	30	
This Period Allowance	36	
Minutes Used	0	
Rollover Minutes Expired *	18	
Current Rollover Minutes		

(*) Unused Rollover Minutes Expire After 12 Billing Periods
 Calls on This Plan are Designated by Y

IMPORTANT CUSTOMER INFORMATION

Please immediately pay any Balance Before Current Charges to avoid collection activities. All other charges should be paid when due to keep your account current. To avoid disconnection of local service, you must pay \$109.02.

The Tennessee Regulatory Authority has compiled and maintains a "Do Not Call" Register. The register consists of landline and cell phone numbers of Tennessee residential telephone subscribers who have elected not to receive telephone solicitations. Business numbers may not be included on the list. The law prohibits those attempting to sell consumer goods and services by telephone from calling telephone numbers that appear on the "Do Not Call" Register. There are some exemptions. Telephone solicitors may call if they have an express invitation or permission to do so. Solicitors may also call on behalf of a not-for-profit organization, if a member of the organization makes the call. Soliciting is allowed if there has been a business relationship between the caller and the person being called within the previous twelve (12) months. Solicitation is permitted if the business calling does not sell or engage in telephone solicitation and does not make more than three (3) calls in any one calendar week. Further, the Tennessee Do Not Call law does not cover political telemarketing. To register using a touchtone phone, dial 1-877-872-7030. You may also register online at <http://tennessee.gov/trs/donotcall/dnocomplaint.html>. For non-registration questions, call 1-800-342-8359.

The TRS center facilitates telephone communications between a hearing/hearing-impaired individual and a hearing/speech-impaired individual who uses a Telecommunications Device for the Deaf (TDD). TRS is available 24 hours a day, 7 days a week including holidays. Customers must continue to dial 911 for emergencies. If you have any questions regarding TRS, please contact Customer Service.

Your Digital Phone agreement will automatically renew effective 10/31/12.

Your High Speed Internet agreement will automatically renew effective 10/31/12.

As you agreed, your Frontier service includes a 1-year (or multi-year) term commitment with convenient automatic renewal at then applicable pricing (excluding promotions). If you wish to cancel your auto-renewal, please call Frontier at least 30 days prior to your renewal date above. As noted on page 2 of every bill, visit Frontier.com/terms, Frontier.com/tariffs or call Customer Service for other important service Terms, Conditions and Policies.



AND MANY MORE SERVICES

ACCOUNT SUMMARY

ACCOUNT NUMBER:
931-707-7020-103111-4

PIN NUMBER:
7366

CONTACTING US

• High-Speed Service
• Call 1-800-921-8101

Billing Date	11/07/11
Due Date	12/01/11
Amount of Last Bill	.00
Payments Received Thru 11/07/11	.00
Balance Before Current Charges	.00
Current Charges	91.45
TOTAL AMOUNT DUE	\$91.45



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1.866.573.9772

Frontier.com/SecondConnect1350



Requires a qualifying package of Frontier residential local service with features, long distance and High-Speed Internet. A one-year Price Protection Plan with a maximum of \$200 early termination fee will apply. Offer fulfilled by bill credits. Applicable taxes and surcharges apply. New Frontier customers are subject to credit approval. Some Frontier services are subject to availability. Installation charges apply, including \$34.99 for High-Speed Internet. Limited-time offer. Frontier reserves the right to withdraw this promotional offer at any time. Other restrictions may apply.
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P.O. Box 7000, Hayden ID 83835

AT 01 038488 67692B144 A**3DGT



MICHAEL MCCLUNG
PO BOX 78
CRAB ORCHARD, TN 37723-0078

PAYMENT STUB

Total amount due

\$91.45

Date Due

12/01/11

Account Number

931-707-7020-103111-4

Please do not send correspondence with your payment. Make checks payable to Frontier.

Amount Enclosed

\$ 385.00

To change your billing address, call 1-800-921-8101

FRONTIER
PO BOX 28550
ROCHESTER NY 14602-0550



83804931707702010311100000091454



MICHAEL MCCLUNG

FRONTIER MONTHLY SERVICE CHARGES FROM 11/07/11 to 12/06/11

Digital Phone Essentials Term 10/31/11 - 10/30/12	25.99	**
High Speed Internet Lite Term 10/31/11 - 10/30/12	17.99	**
My FITV (www.myfitv.com) FREE	.00	
Frontier Mail - Standard	.00	
My Frontier Hot Spot	6.99	**
TOTAL MONTHLY SERVICE CHARGES	50.97	

OTHER SERVICE CHARGES AND CREDITS

Carrier Cost Recovery Surcharge	.50
Cntrl Ofc Connection Charge Residential	26.25
Service Order Charge - Res	25.15
Svc Prrfnce Guar/Crdt-Res	25.00CR
TOTAL OTHER SERVICE CHARGES AND CREDITS	26.90

CUSTOM VALUE PRICING DISCOUNT

**10% Custom Value Pricing Discount	6.30CR
-------------------------------------	--------

TAXES AND OTHER CHARGES

Federal Taxes and Charges*	8.34
State Taxes and Other Charges*	11.54
TOTAL TAXES AND OTHER CHARGES	19.88

TOTAL**91.45**

Detail of Taxes and Other Charges on Pg. 4 >

*Includes Basic Charges

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with us today, or go online
at FrontierHelp.com

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2014
87-1/840

Laurel Hill Condo Association
Acct# 931-707-7020-103111-4

1 Nov 11 DATE

PAY TO THE ORDER OF FRONTIER COMM \$ 385.00

THREE HUNDRED EIGHTY FIVE DOLLARS

REGIONS
931-707-7020
FOR
⑆064000017⑆ 0110550011⑆ 2014

⑆

**MICHAEL MCCLUNG****DETAIL OF TAXES AND OTHER CHARGES****DETAIL OF FEDERAL TAXES AND CHARGES***

Frontier	
Federal Tax	.22
Federal Subscriber Line Charge	6.50
Federal USF Recovery Charge	.98
FCA Long Distance - Federal USF Surcharge	.03CR
Frontier Com of America	
FCA Long Distance - Federal USF Surcharge	.66
TOTAL FEDERAL TAXES AND CHARGES	8.34

DETAIL OF STATE TAXES AND OTHER CHARGES*

Frontier	
HSI Surcharge	1.50
Cumberland County Local Tax	2.44
TN Cumberland Cnty 911 Re	1.40
TN State Sales Tax	6.33
Frontier Com of America	
Cumberland County Local Tax	.04CR
TN State Sales Tax	.08CR
TOTAL STATE TAXES AND OTHER CHARGES	11.84

TOTAL TAXES AND OTHER CHARGES**19.88**

*Includes Basic Charges

YOUR SELECTED INTRALATA LONG DISTANCE COMPANY IS:

Frontier Com of America

YOUR SELECTED INTERLATA LONG DISTANCE COMPANY IS:

Frontier Com of America

IMPORTANT CUSTOMER INFORMATION

Please immediately pay any Balance Before Current Charges to avoid collection activities. All other charges should be paid when due to keep your account current. To avoid disconnection of local service, you must pay \$69.51.

Guard yourself against slamming-unauthorized changes to local or long distance service provider. Frontier offers a "PIC" (Preferred Interexchange Carrier) and "PLOC" (Preferred Local Carrier) freeze option, at no charge, to prevent your service from being switched without your permission. Frontier also allows you to put a free block on your account to protect against

Cramming-unauthorized charges for third party services on your account. You can also block the ability to dial 900 and International numbers from your phone. Although there is no monthly charge for either the 900 or International block, there is a one-time charge of \$19.95 to place an International lock on your account. To subscribe to any of these services or for more information please call Customer Service.

As you agreed, your Frontier service includes a 1-year (or multi-year) term commitment. As noted on page 2 of every bill, visit Frontier.com/terms, Frontier.com/tariffs or call Customer Service for other important service Terms, Conditions and Policies.

Your Digital Phone agreement will automatically renew effective 10/31/12.

Your High Speed Internet agreement will automatically renew effective 10/31/12.

As you agreed, your Frontier service includes a 1-year (or multi-year) term commitment with convenient automatic renewal at then applicable pricing (excluding promotions). If you wish to cancel your auto-renewal, please call Frontier at least 30 days prior to your renewal date above. As noted on page 2 of every bill, visit Frontier.com/terms, Frontier.com/tariffs or call Customer Service for other important service Terms, Conditions and Policies.



MICHAEL MCCLUNG

ACCOUNT SUMMARY

ACCOUNT NUMBER:
931-707-7020-103111-4

PIN NUMBER:
7366

CONTACTING US

- Visit: Frontier.com
- Call: 800-921-8101

Billing Date

3/07/12

Due Date

4/02/12

Amount of Last Bill

111.19CR

Payments Received Thru 3/07/12

.00

Balance Before Current Charges

111.19CR

Current Charges

60.55

TOTAL AMOUNT DUE

\$50.64CR

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- PREMIUM TECH SUPPORT
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go online at FrontierHelp.com

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P.O. Box 7000, Hayden ID 83835

AT 01 036326 43004B132 A**3DGT



MICHAEL MCCLUNG

PO BOX 78

CRAB ORCHARD, TN 37723-0078

PAYMENT STUB

Total Amount Due

\$50.64CR

Date Due

4/02/12

Account Number

931-707-7020-103111-4

Please do not send correspondence with your payment. Make checks payable to Frontier.

Amount Enclosed

\$

To change your billing address, call 1-800-921-8101

FRONTIER

PO BOX 20550

ROCHESTER NY 14602-0550



13801931707702010311100000050644



MICHAEL MCCLUNG

FRONTIER MONTHLY SERVICE CHARGES FROM 3/07/12 to 4/06/12		
Digital Phone Essentials Term 10/31/11 - 10/30/12	25.99	**
High Speed Internet Lite Term 10/31/11 - 10/30/12	17.99	**
TunTiki (tuntiki.com) FREE	.00	
Frontier Mail - Standard	.00	
My Frontier Hot Spot	6.99	**
TOTAL MONTHLY SERVICE CHARGES	50.97	
OTHER SERVICE CHARGES AND CREDITS		
Carrier Cost Recovery Surcharge	.50	
TOTAL OTHER SERVICE CHARGES AND CREDITS	.50	
CUSTOM VALUE PRICING DISCOUNT		
**10% Custom Value Pricing Discount	6.30CR	
TAXES AND OTHER CHARGES		
Federal Taxes and Charges*	8.82	
State Taxes and Other Charges*	8.56	
TOTAL TAXES AND OTHER CHARGES	15.38	
TOTAL	60.55	

Detail of Taxes and Other Charges on Pg. 4 >

*Includes Basic Charges

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WATCH LIVE
SUN APRIL



MICHAEL MCCLUNG

IMPORTANT CUSTOMER INFORMATION

Your Digital Phone agreement will automatically renew effective 10/31/12.

Your High Speed Internet agreement will automatically renew effective 10/31/12.

As you agreed, your Frontier service includes a 1-year (or multi-year) term commitment with convenient automatic renewal at then applicable pricing (excluding promotions). If you wish to cancel your auto-renewal, please call Frontier at least 30 days prior to your renewal date above. As noted on page 2 of every bill, visit Frontier.com/terms, Frontier.com/tariffs or call Customer Service for other important service Terms, Conditions and Policies.

DETAIL OF TAXES AND OTHER CHARGES

DETAIL OF FEDERAL TAXES AND CHARGES*

Frontier	.42
Federal Tax	8.60
Federal Subscriber Line Charge	1.18
Federal USF Recovery Charge	.03CR
FCA Long Distance - Federal USF Surcharge	
Frontier Com of America	.77
FCA Long Distance - Federal USF Surcharge	9.82

TOTAL FEDERAL TAXES AND CHARGES

DETAIL OF STATE TAXES AND OTHER CHARGES*

Frontier	
MSI Surcharge	1.50
Cumberland County Local Tax	1.03
TN Cumberland Cnty 911 Fee	1.40
TN State Sales Tax	2.78
Frontier Com of America	.04CR
Cumberland County Local Tax	.00CR
TN State Sales Tax	9.56

TOTAL STATE TAXES AND OTHER CHARGES

TOTAL TAXES AND OTHER CHARGES

15.38

*Includes Basic Charges

DIGITAL ESSENTIALS 30 MIN PLAN Summary

30 Mins. @ \$.00/Min.	.00
Previous Rollover Balance	20
This Period Allowance	30
Minutes Used	30
Rollover Minutes Expired *	0
Current Rollover Minutes	20

(*) Unused Rollover Minutes Expire After 12 Billing Periods
Calls on This Plan are Designated by Y

FRONTIER MONTHLY SERVICE CHARGES FROM 6/07/12 to 7/06/12

Digital Phone Essentials Term 10/31/11 - 10/30/12	25.99	**
High Speed Internet Lite Term 10/31/11 - 10/30/12	17.99	**
TunTiki (tuntiki.com) FREE	.00	
Frontier Mail - Standard	.00	
My Frontier Hot Spot	8.99	**
TOTAL MONTHLY SERVICE CHARGES	\$0.97	
OTHER SERVICE CHARGES AND CREDITS		
Carrier Cost Recovery Surcharge	.50	
TOTAL OTHER SERVICE CHARGES AND CREDITS	.50	
CUSTOM VALUE PRICING DISCOUNT		
**10% Custom Value Pricing Discount	6.30CR	
TAXES AND OTHER CHARGES		
Federal Taxes and Charges*	8.77	
State Taxes and Other Charges*	8.65	
TOTAL TAXES AND OTHER CHARGES	15.32	

PAGE 1 OF 4



MICHAEL MCCLUNG

ACCOUNT SUMMARY

ACCOUNT NUMBER:
931-707-7020-103111-4

PN NUMBER:
7366

CONTACTING US
• Visit: Frontier.com
• Call: 800-921-8101

Billing Date
Due Date
Amount of Last Bill
Payments Received Thru 5/18/12
Balance Before Current Charges
Current Charges
TOTAL AMOUNT DUE

6/07/12
7/02/12
70.34
509.85CR
439.51CR
60.49
\$379.02CR



\$12.99

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P.O. Box 7000, Hayden ID 83835

AT 01 035150 86808141 A**30GT



MICHAEL MCCLUNG
PO BOX 78
CRAB ORCHARD, TN 37723-0078

PAYMENT STUB

Total Amount Due **\$379.02CR**
Date Due **7/02/12**
Account Number **931-707-7020-103111-4**
Please do not send correspondence with your payment. Make checks payable to Frontier.
Amount Enclosed \$
To change your billing address, call 1-800-921-8101

FRONTIER
PO BOX 20558
ROCHESTER NY 14602-0558



13404931707702010311100000379024



MICHAEL MCCLUNG

IMPORTANT CUSTOMER INFORMATION

DETAIL OF TAXES AND OTHER CHARGES

DETAIL OF FEDERAL TAXES AND CHARGES*

Frontier	.42
Federal Tax	6.50
Federal Subscriber Line Charge	1.13
Federal USF Recovery Charge	.03CR
FCA Long Distance - Federal USF Surcharge	
Frontier Com of America	.76
FCA Long Distance - Federal USF Surcharge	8.77

TOTAL FEDERAL TAXES AND CHARGES

DETAIL OF STATE TAXES AND OTHER CHARGES*

Frontier	1.50
H&I Surcharge	1.03
Cumberland County Local Tax	1.40
TN Cumberland Cnty 911 Rm	2.76
TN State Sales Tax	
Frontier Com of America	.04CR
Cumberland County Local Tax	.08CR
TN State Sales Tax	6.88

TOTAL STATE TAXES AND OTHER CHARGES

TOTAL TAXES AND OTHER CHARGES

15.32

*Includes Basic Charges

Effective in July, you may notice up to a \$0.50 per line increase on your bill for an access recovery charge. This increase is a new telecom charge to offset mandated reductions in wholesale access revenues. The revenue incurred will help Frontier maintain our services and exceed our valued customers' expectations.

Your Digital Phone agreement will automatically renew effective 10/31/12.

Your High Speed Internet agreement will automatically renew effective 10/31/12.

As you agreed, your Frontier service includes a 1-year (or multi-year) term commitment with convenient automatic renewal at then applicable pricing (excluding promotions). If you wish to cancel your auto-renewal, please call Frontier at least 30 days prior to your renewal date above. As noted on page 2 of every bill, visit Frontier.com/terms, Frontier.com/tariffs or call Customer Service for other important service Terms, Conditions and Policies.



MICHAEL MCCLUNG

ACCOUNT SUMMARY

ACCOUNT NUMBER:
931-707-7020-103111-4

PIN NUMBER:
7366

CONTACTING US

- Visit: Frontier.com
- Call: 800-921-8101

Billing Date

8/07/12

Due Date

8/31/12

Amount of Last Bill

317.97CR

Payments Received Thru 8/07/12

.00

Balance Before Current Charges

317.97CR

Current Charges

60.95

TOTAL AMOUNT DUE

\$257.02CR

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*Price per month/per person. Family monitoring product has an age requirement of 18 years or older. © 2012 Frontier Communications Corporation



P.O. Box 7000, Hayden ID 83835

AT 01 034251 18552B155 A**3DGT



MICHAEL MCCLUNG
PO BOX 78
CRAB ORCHARD, TN 37723-0078

PAYMENT STUB

Total Amount Due

\$257.02CR

Date Due

8/31/12

Account Number

931-707-7020-103111-4

Please do not send correspondence with your payment. Make checks payable to Frontier.

Amount Enclosed

\$

To change your billing address, call 1-800-921-8101

FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550



63802931707702010311100000257024

MICHAEL MCCLUNG

FRONTIER MONTHLY SERVICE CHARGES FROM 8/07/12 to 9/06/12

Digital Phone Essentials 2010 Term 10/31/11 - 10/30/12	25.99	**
High Speed Internet Lite Term 10/31/11 - 10/30/12	17.99	**
TumTiki (tumtiki.com) FREE	.00	
Frontier Mail - Standard	.00	
My Frontier Hot Spot	6.99	**
TOTAL MONTHLY SERVICE CHARGES	50.97	

OTHER SERVICE CHARGES AND CREDITS

Carrier Cost Recovery Surcharge	.50
TOTAL OTHER SERVICE CHARGES AND CREDITS	.50

CUSTOM VALUE PRICING DISCOUNT

**10% Custom Value Pricing Discount	6.300R
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TAXES AND OTHER CHARGES

Federal Taxes and Charges*	9.19
State Taxes and Other Charges*	8.59
TOTAL TAXES AND OTHER CHARGES	15.78

TOTAL	60.95
--------------	--------------

Detail of Taxes and Other Charges on Pg.4 >

*Includes Basic Charges

You saved 10% by being a Loyal Frontier Customer.

It's FREE
It's EASY
It's SECURE.

FRONTIER ONLINE BILL PAY

There is no cost to enroll, view, or pay your bills online.

It's easy and secure! View your bill online anytime, anywhere, from any Internet connection. Reduce the risk of paper bills with your name and address getting lost or stolen. No need to purchase checks or stamps. Save a trip to the post office. By scheduling your payments you save time and avoid incurring late fees.

Save Money. Save Time!

Enroll today! Call 1.800.921.8101 or visit Frontier.com/billpayenroll

7/10

9314568900 << 772 468 8900

carl douglas walker

2012-09-27 11:20



MICHAEL MCCLUNG

DETAIL OF TAXES AND OTHER CHARGES

DETAIL OF FEDERAL TAXES AND CHARGES*

Frontier	
Federal Tax	.44
Federal Subscriber Line Charge	7.00
Federal USF Recovery Charge	1.10
FCA Long Distance - Federal USF Surcharge	.0000
Frontier Com of America	.00
FCA Long Distance - Federal USF Surcharge	.00
TOTAL FEDERAL TAXES AND CHARGES	9.10

DETAIL OF STATE TAXES AND OTHER CHARGES*

Frontier	
MSI Surcharge	1.50
Cumberland County Local Tax	1.04
TN Cumberland City 911 Fee	1.40
TN State Sales Tax	2.78
Frontier Com of America	.0000
Cumberland County Local Tax	.0000
TN State Sales Tax	.00
TOTAL STATE TAXES AND OTHER CHARGES	6.69

TOTAL TAXES AND OTHER CHARGES 15.79

*Includes Basic Charges

DIGITAL ESSENTIALS ON NEW PLAN SUMMARY

8 Mins, @ \$.60/MIN.	.00
PREVIOUS Rollover Balance	100
THIS PERIOD Allowance	60
Minutes Used	0
Rollover Minutes Expired -	0
Current Rollover Minutes	100
(*) Unused Rollover Minutes Expire After 12 Billing Periods	
Calls on This Plan are Designated by Y	

IMPORTANT CUSTOMER INFORMATION

Effective with your current bill, the name of your Digital Phone product has changed. The Digital Phone Essentials service was re-named to Digital Phone Essentials 2010. The Digital Phone Essentials products will be honored, but no longer offered to new customers effective 7/14/12.

Your Digital Phone agreement will automatically renew effective 10/31/12.

Your High Speed Internet agreement will automatically renew effective 10/31/12.

As you agreed, your Frontier service includes a 1-year (or multi-year) term commitment with convenient automatic renewal at then applicable pricing (excluding promotional). If you wish to cancel your auto-renewal, please call Frontier at least 30 days prior to your renewal date above. As noted on page 2 of every bill, visit Frontier.com/terms, Frontier.com/tariffs or call Customer Service for other important service terms, conditions and policies.



MICHAEL MCCLUNG

FRONTIER MONTHLY SERVICE CHARGES FROM 9/07/12 to 10/06/12

Digital Phone Essentials 2010 Term 10/31/11 - 10/30/12	25.99	**
High Speed Internet Lite Term 10/31/11 - 10/30/12	17.99	**
TumTiki (tumtiki.com) FREE	.00	
Frontier Mail - Standard	.00	
My Frontier Hot Spot	8.99	**
TOTAL MONTHLY SERVICE CHARGES	50.97	

OTHER SERVICE CHARGES AND CREDITS

Carrier Cost Recovery Surcharge	.50
TOTAL OTHER SERVICE CHARGES AND CREDITS	.50

CUSTOM VALUE PRICING DISCOUNT

**10% Custom Value Pricing Discount	8.30CR
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TAXES AND OTHER CHARGES

Federal Taxes and Charges*	9.00
State Taxes and Other Charges*	6.59
TOTAL TAXES AND OTHER CHARGES	15.59

TOTAL	60.76
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Detail of Taxes and Other Charges on Pg.4 >

*Includes Basic Charges

You saved 10% by being a Loyal Frontier Customer.

It's FREE
It's EASY
It's SECURE.

Save Money. Save Time!

01/9/10

FRONTIER ONLINE BILL PAY**There is no cost to enroll, view, or pay your bills online.**

It's easy and secure! View your bill online anytime, anywhere, from any Internet connection. Reduce the risk of paper bills with your name and address getting lost or stolen. No need to purchase checks or stamps. Save a trip to the post office. By scheduling your payments you save time and avoid incurring late fees.

Enroll today! Call 1.800.921.8101 or visit Frontier.com/billpayenroll

0068 894 772 >> 9314568900 Carl Douglas Walker

2012-09-27 11:21



MICHAEL MCCLUNG

DETAIL OF TAXES AND OTHER CHARGES**DETAIL OF FEDERAL TAXES AND CHARGES***

Frontier	
Federal Tax	.25
Federal Subscriber Line Charge	7.00
Federal USF Recovery Charge	1.10
FCA Long Distance - Federal USF Surcharge	.03CR
Frontier Com of America	
FCA Long Distance - Federal USF Surcharge	.68
TOTAL FEDERAL TAXES AND CHARGES	8.80

DETAIL OF STATE TAXES AND OTHER CHARGES*

Frontier	
NSI Surcharge	1.50
Cumberland County Local Tax	1.04
TN Cumberland City 911 Re	1.40
TN State Sales Tax	2.78
Frontier Com of America	
Cumberland County Local Tax	.04CR
TN State Sales Tax	.09CR
TOTAL STATE TAXES AND OTHER CHARGES	6.80

TOTAL TAXES AND OTHER CHARGES 15.60

*Includes Basic Charges

DIGITAL ESSENTIALS 30 MIN PLAN Summary

2 Mins. @ \$.00/Min.		.00
Previous Rollover Balance	157	
This Period Allowance	30	
Minutes Used	2	
Rollover Minutes Expired *	0	
Current Rollover Minutes	185	

(*) Unused Rollover Minutes Expire After 12 Billing Periods
Calls on This Plan are Designated by Y

IMPORTANT CUSTOMER INFORMATION

Your Digital Phone agreement will automatically renew effective 10/31/12.

Your High Speed Internet agreement will automatically renew effective 10/31/12.

As you agreed, your Frontier service includes a 1-year (or multi-year) term commitment with convenient automatic renewal at then applicable pricing (excluding promotions). If you wish to cancel your auto-renewal, please call Frontier at least 30 days prior to your renewal date above. As noted on page 2 of every bill, visit Frontier.com/terms, Frontier.com/tariffs or call Customer Service for other important service Terms, Conditions and Policies.

**RESPONSE
TO FIRST
DISCOVERY
REQUEST
NO. 31**

SUPPLY CO.
TractorSupply.com

1354...ND SQUARE
CROSSVILLE, TN 38555
931-484-6484

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MOSE. RETD.	PAID OUT
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[illegible]

4:00S
T-46250/16750

KEEP THIS SLIP FOR REFERENCE

01-11

• Tax 10.9%

Total 122,93

MasterCard 122.95

XXXXXXXXXX04.19

Auth #: 09111Z

Change	0.00
--------	------

I agree to pay the above amount according to my card issuer agreement.



PREFERRED TANK & TOWER, INC.

NEW AND PREOWNED TANKS • TANKS RAISED, LOWERED AND MOVED
PAINT • REPAIR • DISMANTLE • INSPECT

CONTRACT

Mr. Mike McClung
Laurel Hills Condominium Association
P.O. Box 78
Crab Orchard, TN 37723
Tel: 772-216-1210 Fax:

Contract #: KRI101033542
Date: June 7, 2011

We propose to furnish all labor, materials, equipment and insurance necessary to complete (except as noted) the following work on:

250,000 Gallon Watersphere located in Crab Orchard, TN

INTERIOR WET

Sandblast entire tank interior wet area to an SSPC#10 (near white blast), stripe coat all seams and welds and apply an epoxy system 8-10 mils of dry film thickness

INTERIOR DRY

hand tool clean, spot prime, and apply one complete finish coat of enamel.

Beginning Work before September 01, 2011
Completion of Work before October 15, 2011

MOVE-IN DATE TO BE Mutually Agreed to

LHCA
MM

All of the above to be completed in a substantial and workman like manner for the sum of Thirty Three Thousand Eight Hundred Seventy Five Dollars (\$33,875.00).

Terms: 10% with signed order, 10% upon completion, Divide balance into 12 equal payments over 12 months, first payment due 30 days after work is completed.

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal and according to the terms thereof.

ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

Accepted: 9 JUNE 2011

Respectfully Submitted by:

LAUREL HILLS CONDO ASSOCIATION

PREFERRED TANK & TOWER, INC.

President

By:

Laurel Hill Condo Association

2002

87-1/640

9 JUNE 11

DATE

PAY TO THE
ORDER OF

PREFERRED TANK & TOWER

\$3,387.50

THIRTY-THREE HUNDRED EIGHTY-SEVEN

DOLLARS

Security
Features
Detectable
Mark

REGIONS

FOR

WATER TANK





⑆064000017⑆ 011055001⑆ 2002

Harland Clarke