IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)	
	)	
FAIRVUE CLUB PROPERTIES, LLC	)	**Case No. 309-13807**
FOXLAND CLUB PROPERTIES, LLC	)	**Case No. 310-03566**
FOXLAND HARBOR MARINA, LLC	)	**Case No. 309-14911**
	)	**Chapter 11**
Debtors	)	**Judge Paine**

DISCLOSURE STATEMENT FOR DEBTORS' AMENDED PLAN OF REORGANIZATION DATED AUGUST 3, 2010

I. INTRODUCTION

This Disclosure Statement is submitted by Fairvue Club Properties, LLC ("Fairvue"), Foxland Club Properties, LLC ("Foxland"), and Foxland Harbor Marina, LLC ("Foxland Marina") (collectively the "Debtors") for the benefit of all creditors and parties in interest (hereinafter referred to as "Claimants") in the above Chapter 11 cases, in order to inform Claimants of the terms of the Debtors' Plan of Reorganization (the "Plan") dated August 3, 2010, and to enable Claimants to make an informed decision in exercising their rights under the Bankruptcy Code to either accept or reject the Plan.

The Bankruptcy Court has conducted a hearing as required by 11 U.S.C. § 1125 on the question of whether the Disclosure Statement contains adequate information to enable Claimants to make an informed judgment about the Plan. The Court has entered an Order approving the Disclosure Statement and authorizing distribution of a copy of this Disclosure Statement and Plan to all creditors and equity security holders. The Court's approval of the Disclosure Statement does not constitute an endorsement or recommendation by the Court of the substantive provisions of the Plan but is merely an approval of the adequacy of the information contained within this Disclosure Statement.

NO REPRESENTATIONS CONCERNING THE DEBTORS OR THE PLAN, OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT, ARE AUTHORIZED. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR VOTE WHICH ARE OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION TO APPROVE THE DEBTORS' PLAN. ANY SUCH ADDITIONAL REPRESENTATIONS OR INDUCEMENTS SHOULD BE REPORTED TO THE DEBTORS OR THEIR COUNSEL IMMEDIATELY.

The information contained in this Disclosure Statement has been derived from information known to the Debtors. This information is believed to be reliable, but has not been independently verified and has not been subjected to a certified audit. Every reasonable effort

has been made to present accurate information, however, the accuracy of the information contained herein cannot be guaranteed.

The Plan contains definitions of certain terms. Where those terms are used in this Disclosure Statement with initial capital letters, they have the meanings set forth in the Plan.

II. BACKGROUND

The history of each Debtor is as follows:

A. Fairvue Club Properties, LLC

Fairvue is a Tennessee limited liability company. Its Articles of Organization were filed with the Secretary of State of the State of Tennessee on June 25, 2009. It is 100% owned by the Leon Moore 2009 Irrevocable Trust created by Trust Agreement dated July 16, 2009. The current trustees are Leon Moore's wife, Linda Moore, and his daughter, Paige Collier. The beneficiaries are Linda Moore, Paige Collier, and her children, and Leon Moore's son, L. Shane Moore. Fairvue is a director managed entity with Linda Moore and Paige Collier as the Directors and Leon Moore, President, and Paige Collier, Secretary.

Fairvue was formed to acquire certain assets used in the operation of the private country club in Gallatin, Tennessee known as "The Club at Fairvue Plantation" (the "Fairvue Club"). Fairvue closed the acquisition of such assets on July 31, 2009 and has been operating the Fairvue Club since the closing date.

The acquired assets consist of the following:

(1) Certain real property and the improvements constructed thereon located in Gallatin, Tennessee, constituting the 18 hole golf course known as the "Fairvue Lakes Course" and the practice facility and maintenance building adjacent to such 18 hole golf course, the clubhouse and the swimming facilities (the "Fairvue Clubhouse"); and

(2) All tangible personal property, including golf carts, lawnmowers and landscaping tools and similar items, used in the operation of the Fairvue Club and located on the real property described in paragraph (1) above; and

(3) All merchandise and inventory used or held for use in the operation of the Fairvue Club and located on the real property described in paragraph (1) above; and

(4) All membership agreements with members of the Fairvue Club; and

(5) To the extent assignable, all operating agreements relating to the operation of the Fairvue Club; and

(6) All intangible personal property used in the operation of the Fairvue Club including all rights to the name "The Club at Fairvue Plantation"; and

(7) To the extent assignable, all governmental licenses, permits and approvals related to the operation of the Fairvue Club; and

(8) All vehicles used in the operation of the Fairvue Club.

The Fairvue Club assets were acquired by Fairvue from TLP Devco, LLC, a wholly-owned subsidiary of Sholodge, Inc. for a total purchase price of $12,312,849.75. Fairvue received a credit for the entire purchase price since the assets were transferred subject to debt secured by such assets in the amount of $14,593,726.29. Attached hereto as Exhibit A is a chart showing the debt and ownership structure. The seller agreed to indemnify Fairvue with respect to the portion of such secured debt in excess of the purchase price. The Fairvue Club assets were also acquired subject to 2008 and 2009 real property taxes. The seller agreed to pay 2008 taxes and the prorata portion of 2009 taxes through the closing date

Fairvue did not acquire and does not own the 18 hole golf course known as the "Foxland Course" and related facilities which were previously operated as part of the Fairvue Club. Fairvue was engaged to manage the Foxland golf course and as compensation for such agreement to manage the Foxland golf course, plus an annual payment by Fairvue of $200,000 (payable $10,000 per month for the months of January, February, March and December and $20,000 per month for the months of April through November), the owner of the Foxland golf course agreed to allow members of the Fairvue Club and their guests to play the Foxland golf course.

The Fairvue Club has approximately 60 full time employees and 36 part time employees. The total monthly compensation is approximately $250,000, of which approximately $58,000 is for senior management. Senior management consists of Leon Moore-President, Chris Wicke-Operations Director, David Beard-Club Manager, Keith Willocks-Golf Director, Jeff Madsen-Turfcare Superintendent, Loring Hattabaugh-Food & Beverage Director, Corey Barnard- Membership Director, and Sherry Smith-Controller. All of the senior management receive compensation for their services, except that effective July 1, 2010, Leon Moore does not receive a salary for his services.

B. Foxland Club Properties, LLC

Foxland is a Tennessee limited liability company. Its Articles of Organization were filed with the Secretary of State of the State of Tennessee on June 25, 2009. It is 100% owned by the Leon Moore 2009 Irrevocable Trust, further described in paragraph A above. Foxland is a director managed entity with Linda Moore and Paige Collier as the Directors and Leon Moore, President, and Paige Collier, Secretary.

Foxland was formed to acquire the private 18 hole golf course and related facilities located in Gallatin, Tennessee, which was previously operated as the "Foxland Course" at the private country club known as "The Club at Fairvue Plantation" (the "Foxland Course"). Foxland closed the acquisition of such assets on September 30, 2009, and, except for the temporary closing during the winter months, has been operating the Foxland Course since the closing date.

The acquired assets consist of the following:

(1) Certain real property and the improvements constructed thereon located in Gallatin, Tennessee, constituting the 18 hole golf course known as the "Foxland Course", including the existing Foxland mansion building (the "Foxland Clubhouse") and a temporary golf pro shop constructed as an addition to such building, a restaurant building with restrooms between the green for golf hole 10 and the tee boxes for golf hole 16, golf practice facilities (driving range and putting green), a golf maintenance building and restrooms between golf holes 5 and 6; and

(2) All tangible personal property, including golf carts, lawnmowers and landscaping tools and similar items, used in the operation of the Foxland Course and located on the real property described in paragraph (1) above; and

(3) All merchandise and inventory used or held for use in the operation of the Foxland Course and located on the real property described in paragraph (1) above; and

(4) To the extent assignable, all operating agreements relating to the operation of the Foxland Course; and

(5) All intangible personal property used in the operation of the Foxland Course; and

(6) To the extent assignable, all governmental licenses, permits and approvals related to the operation of the Foxland Course.

Fairvue was engaged to manage the Foxland Course and as compensation for such agreement to manage the Foxland Course, plus an annual payment to Foxland of $200,000 (payable $10,000 per month for the months of January, February, March and December and $20,000 per month for the months of April through November), members of the Fairvue Club and their guests are allowed to play the Foxland Course.

The Foxland Course assets were acquired from TLP Devco, LLC, a wholly-owned subsidiary of Sholodge, Inc., for a total purchase price of $8,048,545.29. Foxland received a credit for the entire purchase price since the assets were transferred subject to debt secured, or to be secured, by such assets in the amount of $15,148,542.17. The seller agreed to indemnify Foxland with respect to the portion of such secured debt in excess of the purchase price. The Foxland Course assets were also acquired subject to 2008 and 2009 real property taxes. The seller agreed to pay 2008 taxes and the prorata portion of 2009 taxes through the closing date.

C. Foxland Harbor Marina, LLC

Foxland Marina is a Tennessee limited liability company. Its Articles of Organization were filed with the Secretary of State of the State of Tennessee on April 25, 2008. It is 100% owned by the Leon Moore 2009 Irrevocable Trust, further described in paragraph A

above. Foxland Marina is a director managed entity with Linda Moore, Paige Collier and Chris Wicke as the Directors. Its officers are Chris Wicke, President, and Paige Collier, Secretary.

Foxland Marina was formed to develop, own and operate a marina and related facilities on Old Hickory Lake in Gallatin, Sumner County, Tennessee. On August 31, 2009, Foxland Marina closed the acquisition of approximately 2.28 acres of real property on Old Hickory Lake near the intersection of Douglas Bend Road and Nashville Pike (U.S. Highway 31E) in Gallatin, Sumner County, Tennessee (the "Marina Property"). Foxland Marina has also submitted an application to lease certain property adjacent to the Marina Property (and including a portion of Old Hickory Lake) from the United States Army Corps of Engineers for the operation of a marina and related facilities.

The Marina Property was acquired by Foxland Marina from TLP Devco, LLC, a wholly-owned subsidiary of Sholodge, Inc., for a total price of $1,041,126.31. Foxland Marina received a credit for the entire purchase price since the Marina Property was transferred subject to debt secured by the Marina Property in the aggregate amount of $8,099,910.29. The seller agreed to indemnify Foxland Marina with respect to the portion of such secured debt in excess of the purchase price. The Marina Property was also acquired subject to 2008 and 2009 real property taxes. The seller agreed to pay 2008 taxes and the prorata portion of 2009 taxes through the closing date.

The Marina Property is part of a larger plan to develop approximately ten adjoining acres owned by Oakbrook Realty & Investments II, LLC, an unrelated entity to the Debtors. Foxland Development Corporation, a subsidiary of Sholodge, has entered into a purchase agreement with Oakbrook for the purchase of the adjacent property, but currently that agreement is in default. The long range plan for the Marina development is that the adjacent property will include a restaurant, retail space, golf club house, townhomes and condominiums. The only interest owned by Foxland Marina, however, is the two acre tract to be used for parking and access to the marina docks. Assistance in this development has been provided by Bobby Reed. Despite a verbal commitment by Leon Moore to provide Bobby Reed 15% of the ownership of the development if it gets completed, there exists no written agreement as to his compensation for his services.

E. Bankruptcy Filings

Fairvue voluntarily filed its Chapter 11 case on December 1, 2009 in response to a receivership action that American Security Bank & Trust had filed in state court. Later, on December 31, 2009, Foxland Marina commenced its Chapter 11 case in order to stay a pending foreclosure initiated by American Security Bank. Both Foxland and Blueridge Venture, Inc. ("Blueridge") filed Chapter 11 on April 1, 2010 in order to stay a foreclosure initiated by Wilson Bank & Trust. Blueridge has since sold its two parcels of real property and paid the net proceeds to Wilson Bank, and accordingly no provision is made regarding Blueridge under the Debtors' Plan.

III. SUMMARY OF ASSETS

A. Real Property

The real property owned by each Debtor is described in Article II above. These assets as summarized as follows:

Fairvue Club	18 hole golf course known as the Fairvue Lakes Course, Fairvue Clubhouse, including a practice facility, maintenance building, clubhouse with restaurant and locker and pro shop, and swimming facilities
Foxland Club	18 hole golf course known as the Foxland Course, Foxland Clubhouse, including the Foxland mansion building, a temporary golf pro shop, and a restaurant building with restrooms
Foxland Harbor Marina	2.28 acres on Old Hickory Lake

B. Membership Accounts.

As of June 15, 2010, the Fairvue Club had 750 active members, consisting of 432 full members, 38 junior members, 103 limited members, 22 non-resident members and 155 social members.

In February, 2010, Foxland commenced a marketing drive for a new country club at the Foxland Course known as "The Club at Foxland" (the "Foxland Club"). As of June 15, 2010, the Foxland Club had 57 active members, consisting of 47 full members, 8 junior members and 2 non-resident members.

C. Equipment.

The Debtors own the following equipment:

Fairvue Club	2007 Chevrolet Cargo Van 2000 GMC Sierra 2001 GMC Yukon 2003 GMC Denali 2003 Hummer 2006 Trailer 2006 Utility Trailer

	Restaurant equipment Golf carts Turf equipment
Foxland Club	Golf carts, restaurant and turf equipment
Foxland Harbor Marina	None

Attached hereto as Exhibit B is a valuation of the equipment used by Fairvue and Foxland. These appraisals were prepared by Will McLemore at McLemore Auction Company, LLC as of May 28, 2010.

IV. SUMMARY OF LIABILITIES

A. Secured Debt.

The Debtors' secured debt is set forth below based on the Debtors' estimation of the values of the Claims with a lien on the Debtors' Property. The equipment values are based on appraisals prepared by Will McLemore at McLemore Auctions, further described on Exhibit B, and the real property values are based on appraisals prepared by Hotel & Club Associates, Inc., summarized on Exhibit C.

The Allowed Secured Claims determined by the Debtors for the purposes of the Plan have been calculated based on an allocation of a going concern value to Fairvue and Foxland as a joint operation. Because there exist multiple layers of secured debt on different properties, a simple going concern value of each property is not sufficient to provide a market value for each secured creditor. Instead the Debtors have allocated going concern value based on the attached Exhibit D. The Allowed Secured Claim is a combination of the market values of each property as determined by Hotel & Club Associates and shown on Exhibit C and a pro rata allocation of the aggregate going concern value of all Fairvue and Foxland properties and operations determined by Hotel & Club Associates to be $9,200,000. The Secured Claims fixed by the Debtors under the Plan based on the market values for each Property are as follows:

Asset	Secured Creditor	Secured Claim
Fairvue Golf Course:	Sumner County Real Property Taxes	$124,771
	City of Gallatin Real Property Taxes	$75,466
	Leon Moore, assigned to American Security Bank & Trust (1st priority)	$3,559,371
	Leslie Leon Moore 1997 Irrevocable Trust (2nd priority)	$666,210

Foxland Golf Course	Sumner County Real Property Taxes	$105,075
	City of Gallatin Real Property Taxes	$51,548
	Wilson Bank & Trust (1st priority)	$2,995,349
	Leon Moore, assigned to American Security Bank & Trust (2nd priority)	$0
Fairvue Clubhouse and Restaurant	Sumner County Real Property Taxes	$42,403
	City of Gallatin Real Property Taxes	$20,774
	First State Bank (1st priority)	$1,979,070
	Leon Moore Family Trust (2nd priority)	$0
	Leon Moore, assigned to American Security Bank & Trust (3rd priority)	$0
	Leslie Leon Moore 1997 Irrevocable Trust (4th priority)	$0
Foxland Clubhouse	Sumner County Real Property Taxes	$62,862
	City of Gallatin Real Property Taxes	$30,838
	Wilson Bank & Trust (1st priority)	$2,995,349
	Leon Moore Family Trust (2nd priority)	$0
Foxland Marina	Sumner County Real Property Taxes	$8,521
	City of Gallatin Real Property Taxes	$3,624
	Leon Moore, assigned to American Security Bank & Trust (1st priority)	$509,629
	Leon Moore Family Trust (2nd priority)	$290,371
Golf Carts and turf equipment	Wells Fargo Financial Leasing	$684,100
Turf Equipment	VGM Financial Services	$103,500

Lawn Equipment	John Deere Landscapes	$21,151
Fairvue accounts and equipment	Linda Moore	$303,211
Foxland accounts and equipment	Linda Moore	$39,130

The Leon Moore Family Trust

The Leon Moore Family Trust was created by Trust Agreement dated September 21, 1987. The current trustees are Leon Moore and Bob Marlowe and the beneficiaries are Leon Moore's wife, Linda N. Moore, his children, Shane Moore and Paige Moore Collier, and his grandchildren. Originally it held cash and investments contributed by Leon Moore. Sometime after 2002, however, it began to loan money to the predecessor of the Debtors, TLP Devco, LLC, that was secured by the Property and now has an aggregate claim of about $4 million, secured by the assets identified above. It also owns a Wendy's Restaurant located in Bowling Green, Kentucky, which is leased to the restaurant operator. This trust is not otherwise obligated on any indebtedness of the Debtors.

The Leslie Leon Moore 1997 Irrevocable Trust

The Leslie Leon Moore 1997 Irrevocable Trust was created by Trust Agreement dated October 21, 1997. The current trustee is Bob Marlowe and the beneficiaries are Leon Moore's children, Shane Moore and Paige Moore Collier, and his grandchildren. This trust owns life insurance policies payable upon the death of Leon Moore in the aggregate amount of $6,850,000. In 2009, it borrowed from the cash value in the life insurance policies and loaned certain funds to TLP Devco, LLC in the aggregate amount of $675,000, secured by the assets identified above. This trust is not otherwise obligated on any indebtedness of the Debtors.

B. Priority Debt.

As of the commencement of the Fairvue case, Fairvue owed its employees approximately $31,000 in unpaid vacation/sick pay, 401k contributions, and medical benefits. By order of the Court entered at the beginning of this case, Fairvue got authority to pay these claims in full. The remaining priority debt of the Debtors consist of administrative claims incurred after the filing of the Debtors' petition and various tax obligations, including corporate employment taxes, sales taxes and real property tax debt. Most administrative claims have been paid during the course of this case, with the exception of professional fees and tax obligations which are summarized as follows:

Bradley Arant Boult Cummings LLP	As of April 15, 2010
Fairvue Club	$62,233
Foxland Club	$6,192
Foxland Harbor Marina	$27,528

VACO Fairvue Club Foxland Club Foxland Harbor Marina	As of April 15, 2010 $18,770.50 $3,152.50 $1,787.50
IRS	$60,100
Tennessee Dept. of Labor	$12,546
Tennessee Dept. of Revenue	$62,617

C. Unsecured Debt.

The aggregate of the Debtors' unsecured trade debt, as reflected on the Debtors' Schedules, was as follows:

Fairvue Club	$437,000
Foxland Club	$52,000
Foxland Harbor Marina	$11,100
Total	$500,100

Approximately $212,000 of this debt represents credits owing to members of the Fairvue Club.

V. LIQUIDATION ANALYSIS

For this Plan to be approved by the Court, a determination must be made that the Plan will provide to each creditor or equity security holder an amount, as of the Effective Date of the Plan, that is not less than the value of the property that each such creditor would receive or retain if all of the assets of the Debtor were sold and the proceeds thereof were distributed under Chapter 7 of the Bankruptcy Code. The Debtors believe that the Plan easily meets the liquidation test. The following is a review of the assets of the Debtors and the amounts that a Chapter 7 trustee would realize upon a liquidation of those assets.

Both Debtors own and operate eighteen hole golf courses—Fairvue Golf Course and Foxland Golf Course. The Fairvue Golf Course has associated with it a club house that includes locker facilities, a restaurant, pro shop, swimming pool and guest facilities. However, because of the amount of the secured debt encumbering these assets, the Debtors believe that a

liquidation of their assets would not provide any distribution to the unsecured creditors. The liquidation values based on appraisals being prepared by Hotel & Club Associates, Inc. are summarized below:

Asset	Liquidation Value	Aggregate Secured Liens
Fairvue Golf Course	$3,535,000	$4,985,237
Foxland Golf Course and Clubhouse	$2,500,000	$10,098,623
Fairvue Clubhouse	$1,665,000	$13,703,727
Foxland Marina	$700,000	$8,276,145
Fairvue Accounts and Clubhouse equipment	$252,000	$303,211
Foxland Accounts and Equipment	$60,000	$39,130
VGM Turf Equipment	$103,500	$166,140
Wells Fargo Turf Equipment	$444,700	$1,047,306
John Deere Lawn Equipment	$21,151	$21,151
Golf Carts (152 carts)	$239,400	$1,047,306

In a Chapter 7 liquidation, preferences and fraudulent transfers can be pursued to recover assets for the benefit of unsecured creditors. No analysis has been conducted to determine the existence of avoidance actions that could be brought by a Chapter 7 trustee. However, since the revenues generated by Fairvue prior to the commencement of this case were just enough to pay its monthly operating expenses, it is not believed that there exist any significant recoverable preference claims. Regardless, to the extent that such a cause of action would benefit the estate, the Plan provides for the retention of those claims for the benefit of the unsecured creditors.

In the final analysis, it is firmly believed by the Debtors that a Chapter 7 liquidation would result in no distribution to unsecured creditors. The Plan provides for ten annual payments of Net Operating Surplus to the unsecured creditors, and a junior lien on all real property to secure such payments. Accordingly, the Debtors assert that the distribution under the Debtors' Plan easily exceeds the amounts that unsecured creditors would receive in a Chapter 7 liquidation.

VI. SUMMARY OF PLAN

A. Transfer of Assets.

Under the Plan, the assets, liabilities and operations of the Debtors will continue in the same entity. The management team at Fairvue will manage and operate the Fairvue Golf Course and associated Clubhouse and Foxland Golf Course and associated assets in order to pay Allowed Claims as set forth under this Plan.

B. Payment of Claims.

1. Priority Claims. Priority Claims and administrative expenses are not classified under the Plan pursuant to 11 U.S.C. §1123(a). These obligations will be paid on the Effective Date of the Plan or such later date that such obligations become due, provided the tax claims shall be payable in five equal annual installments amortizing the Allowed Claim in full with interest at the statutory rate over a period ending December 1, 2014. No penalty shall accrue on such claims after the Date of Filing. Additionally, the U.S. Trustee's fee required to be paid by statute shall be paid current as of the Effective Date of the Plan.

2. Impaired Claims. Most of the Classes of Claims are impaired and will be classified and treated under the Plan as follows:

Class 1: Class 1 is divided into two parts: Class 1A and Class 1B. Each will be treated as a different Class for voting purposes. Class 1A consists of the Allowed Secured Claim of Leon Moore. Mr. Moore will retain his liens on the real property known as the Fairvue Golf Course, Fairvue Clubhouse, Foxland Golf Course, and Foxland Marina property in the same priority that existed at the Date of Filing pursuant to the terms of the documents evidencing those liens. However, because he assigned his note and liens to American Security Bank and Trust ("American Security"), payments hereunder shall be made directly to American Security. The amount of the American Security claim as of the Date of Filing is estimated to be approximately $3,560,000, and the amount of Mr. Moore's claim was $4,069,000 The Allowed Secured Claim for Mr. Moore is estimated to be $4,069,000.

This Allowed Secured Claim shall be paid under the Plan as follows:

(i) For the first two years after the Effective Date of the Plan, interest only shall accrue monthly on the "principal" amount of the Allowed Secured Claim (determined to be equal to the value of the Property securing that Claim) at a fixed annual rate equal to the prime rate published in the Wall Street Journal on the date of the Confirmation Hearing, plus two percent (2%). Such interest shall be payable prior to any payment to the Unsecured Creditors' Fund established under the Plan in Class 10 and in any event on, or prior, to the second anniversary of the Effective Date of the Plan.

(ii) On the second anniversary of the Effective Date of the Plan, the remaining "principal" shall be paid in equal monthly installments of principal and interest at the fixed rate provided above in an amount that would fully amortize the amount owed for a period of thirty (30) years.

(iii) All amounts owing on the Allowed Secured Claim, including unpaid post-confirmation interest thereon, shall be due and payable in full 120 months after the Effective Date of the Plan. The source of this payment is expected to be third party financing. It is anticipated that the payments under the Plan will be in the amounts reflected on Exhibit E attached hereto.

(iv) If Class 1A makes a Section 1111(b) election pursuant to Article 5.02 of the Plan, the resulting Allowed Secured Claim will be paid by extending the monthly payments and maturity of the Allowed Secured Claim to the extent needed to insure that the aggregate distributions to the Allowed Secured Claim, including principal and interest paid to Class 1A, equals the total Allowed Claim for each member in this Class owed as of the Date of Filing, provided under no circumstances will the payments be made for more than 180 months at which time all remaining amounts owed on the Allowed Secured Claim will be due and payable.

To the extent that there is an Allowed Unsecured Claim in Class 1B, that Claim will be paid with the other Allowed Unsecured Claims as set forth in Class 10 below. Even if such an election is made, the pro rata distributions provided under the Plan for Class 1B will continue to be made until the Allowed Secured Claim existing after the election is paid in full.

Class 2: Class 2 is divided into two parts: Class 2A and Class 2B. Each will be treated as a different Class for voting purposes. Class 2A consists of the Allowed Secured Claim of First State Bank. First State Bank will retain its first priority lien on the real property and improvements known as the Fairvue Clubhouse pursuant to the terms of the loan documents evidencing that lien.

The amount of the First State Bank claim as of the Date of Filing, as evidenced by the proof of claim filed by First State Bank was $4,660,550.70. The Allowed Secured Claim for First State Bank is estimated to be $1,979,070 and the remaining amount will be unsecured.

This Allowed Secured Claim shall be paid under the Plan as follows:

(i) For the first two years after the Effective Date of the Plan, interest only shall accrue monthly on the "principal" amount of the Allowed Secured Claim (determined to be equal to the value of the Property securing that Claim) at a fixed annual rate equal to the prime rate published in the Wall Street Journal on the date of the Confirmation Hearing, plus two percent (2%).. Such interest shall be payable prior to any payment to the Unsecured Creditors' Fund established under the Plan in Class 10 and in any event on, or prior, to the second anniversary of the Effective Date of the Plan.

(ii) On the second anniversary of the Effective Date of the Plan, the remaining "principal" shall be paid in equal monthly installments of principal and interest at the fixed rate provided above in an amount that would fully amortize the amount owed for a period of thirty (30) years.

(iii) All amounts owing on the Allowed Secured Claim, including unpaid post-confirmation interest thereon, shall be due and payable in full 120 months after the Effective Date of the Plan. The source of this payment is expected to be third party financing. It is

anticipated that the payments under the Plan will be in the amounts reflected on Exhibit E attached hereto.

(iv) If Class 2A makes a Section 1111(b) election pursuant to Article 5.02 of the Plan, the resulting Allowed Secured Claim will be paid by extending the monthly payments and maturity of the Allowed Secured Claim to the extent needed to insure that the aggregate distributions to the Allowed Secured Claim, including principal and interest paid to Class 2A, equals the total Allowed Claim for each member in this Class owed as of the Date of Filing, provided under no circumstances will the payments be made for more than 180 months at which time all remaining amounts owed on the Allowed Secured Claim will be due and payable.

To the extent that there is an Allowed Unsecured Claim in Class 2B, that Claim will be paid with the other Allowed Unsecured Claims as set forth in Class 10 below. Even if such an election is made, the pro rata distributions provided under the Plan for Class 2B will continue to be made until the Allowed Secured Claim existing after the election is paid in full.

Class 3: Class 3 is divided into two parts: Class 3A and Class 3B. Each will be treated as a different Class for voting purposes. Class 3A consists of the Allowed Claim of the Leon Moore Family Trust, which has a lien on the Foxland Marina property, the Foxland Clubhouse and Fairvue Clubhouse, to secure an indebtedness in the amount of $4,195,000. The Allowed Secured Claim for the Leon Moore Family Trust is estimated to be $290,371 and the remaining amount is unsecured. $100,000 of the Allowed Secured Claim will be converted to 100% membership interests of Foxland Marina. The remaining balance of the Allowed Secured Claim will be paid pro rata with the Allowed Unsecured Claims in Class 10.

The Allowed Unsecured Claim in Class 3B, will be satisfied by conversion to membership units in Foxland. The Trust will be issued one unit for every $1,000 Allowed Unsecured Claim in full satisfaction of its Allowed Unsecured Claim.

Class 4: Class 4 is divided into two parts: Class 4A and Class 4B. Each will be treated as a different Class for voting purposes. Class 4A consists of the Allowed Secured Claim of the Leon Moore 1997 Irrevocable Trust. This Trust will retain its lien on the real property known as the Fairvue Golf Course and Fairvue Clubhouse in the same priority existing as of the Date of Filing pursuant to the terms of the loan documents evidencing those liens securing a pre-petition indebtedness in the amount of $716,000. The Allowed Secured Claim for this Trust is estimated to be $666,210 and the remaining amount is unsecured. $500,000 of this Allowed Secured Claim will be converted to 100% membership interests of Fairvue. The remaining balance of the Allowed Secured Claim will be paid pro rata with the Allowed Unsecured Claims in Class 10.

The Allowed Unsecured Claim in Class 4B, will be paid pro rata with the Allowed Unsecured Claims in Class 10.

Class 5: Class 5 is divided into two parts: Class 5A and Class 5B. Each will be treated as a different Class for voting purposes. Class 5A consists of the Allowed Secured Claim of Linda Moore. Linda Moore will retain her first priority security interest in the accounts, furniture, and equipment of Fairvue and Foxland pursuant to the terms of the loan documents evidencing those liens. The amount of the Linda Moore claim as of the Date of Filing was

$303,211.32 for Fairvue and $39,130 for Foxland. The Allowed Secured Claim for Linda Moore is estimated to be equal to the amount of her Claim with each Debtor. To the extent that there is a deficiency, the remaining amount will be unsecured.

This Allowed Secured Claim shall be paid under the Plan as follows:

(i) Interest shall be payable monthly after the Effective Date of the Plan on the "principal" amount of the Allowed Secured Claim (determined to be equal to the value of the Property securing that Claim).

(ii) Interest shall accrue on the "principal" amount at a fixed annual rate equal to the prime rate published in the Wall Street Journal on the date of the Confirmation Hearing, plus two percent (2%).

(iii) This Allowed Secured Claim and any unpaid post-confirmation accrued interest thereon shall be due and payable in full sixty (60) months after the Effective Date of the Plan. It is anticipated that the payments under the Plan will be in the amounts reflected on Exhibit E attached hereto.

(iv) If Class 5A makes a Section 1111(b) election pursuant to Article 5.02 of the Plan, the resulting Allowed Secured Claim will be paid by adding to the balance owed at maturity an amount needed to insure that the aggregate distributions to the Allowed Secured Claim, including principal and interest, equals the total Allowed Claim owed as of the Date of Filing.

To the extent that there is an Allowed Unsecured Claim in Class 5B, that Claim will be paid with the other Allowed Unsecured Claims as set forth in Class 10 below. Even if an 1111(b) election is made by Class 5A, the pro rata distributions provided under the Plan to Class 5B will continue to be made until the Allowed Secured Claim existing after the election is paid in full.

Class 6: Class 6 is divided into two parts: Class 6A and Class 6B. Each will be treated as a different Class for voting purposes. Class 6A consists of the Allowed Secured Claim of VGM Financial Services. VGM Financial Services will retain its first priority lien in certain turf equipment of Fairvue pursuant to the terms of the loan documents evidencing that security interest. The amount of the VGM Financial Services claim as of the Date of Filing, based on the proof of claim filed by VGM, was $166,140. The value of the collateral securing the Allowed Claim for VGM has been determined by the Debtors for the purposes of this Plan to be $103,500. The remaining amount of the Allowed Claim will be unsecured.

This Allowed Secured Claim shall be paid under the Plan as follows:

(i) The "principal" amount of the Allowed Secured Claim (determined to be equal to the value of the Property securing that Claim), plus post-confirmation interest, shall be payable in equal monthly installments in an amount that would fully amortize the Allowed Secured Claim for a period of five (5) years.

(ii) Interest shall accrue on the "principal" amount at a fixed annual rate equal to the prime rate published in the Wall Street Journal on the date of the Confirmation Hearing, plus two percent (2%).

(iii) All amounts owing on this Allowed Secured Claim, including any unpaid post-confirmation accrued interest thereon, shall be due and payable in full sixty (60) months after the Effective Date of the Plan. It is anticipated that the payments under the Plan will be in the amounts reflected on Exhibit E attached hereto.

(iv) If Class 6A makes a Section 1111(b) election pursuant to Article 5.02 of the Plan, the resulting Allowed Secured Claim will be paid by adding to the balance owed at maturity an amount needed to insure that the aggregate distributions to the Allowed Secured Claim, including principal and interest, equals the total Allowed Claim owed as of the Date of Filing.

To the extent that there is an Allowed Unsecured Claim in Class 6B, that Claim will be paid with the other Allowed Unsecured Claims as set forth in Class 10 below. Even if an 1111(b) election is made by Class 6A, the pro rata distributions provided under the Plan to Class 6B will continue to be made until the Allowed Secured Claim existing after the election is paid in full.

Class 7: Class 7 is divided into two parts: Class 7A and Class 7B. Each will be treated as a different Class for voting purposes. Class 7A consists of the Allowed Secured Claim of Wells Fargo Financial Leasing Services. Wells Fargo will retain its first priority lien in certain golf cart and turf equipment used by Fairvue and Foxland and those entities will assume the obligations owing to Wells Fargo up to the amount of its Allowed Secured Claim. The amount of the Wells Fargo claim is estimated to be approximately $1,047,306 The value of the collateral securing the Allowed Claim for Wells Fargo has been determined by the Debtor to be $684,100. The remaining amount will be unsecured.

This Allowed Secured Claim shall be paid under the Plan as follows:

(i) The "principal" amount of the Allowed Secured Claim (determined to be equal to the value of the Property securing that Claim), plus post-confirmation interest, shall be paid in equal monthly installments in an amount that would fully amortize the "principal" amount for a period of five (5) years.

(ii) Interest shall accrue on the "principal" amount following the Effective Date of the Plan at a fixed annual rate equal to the prime rate published in the Wall Street Journal on the date of the Confirmation Hearing, plus two percent (2%).

(iii) All amounts owing on this Allowed Secured Claim, including any unpaid post-confirmation accrued interest thereon, shall be due and payable in full sixty (60) months after the Effective Date of the Plan. It is anticipated that the payments under the Plan will be in the amounts reflected on Exhibit E attached hereto.

(iv) If Class 7A makes a Section 1111(b) election pursuant to Article 5.02 of the Plan, the resulting Allowed Secured Claim will be paid by adding to the balance owed at maturity an amount needed to insure that the aggregate distributions to the Allowed Secured Claim, including principal and interest, equals the total Allowed Claim owed as of the Date of Filing.

To the extent that there is an Allowed Unsecured Claim in Class 7B, that Claim will be paid with the other Allowed Unsecured Claims as set forth in Class 10 below. Even if an 1111(b) election is made by Class 7A, the pro rata distributions provided under the Plan to Class 7B will continue to be made until the Allowed Secured Claim existing after the election is paid in full.

Class 8: Class 8 is divided into two parts: Class 8A and Class 8B. Each will be treated as a different Class for voting purposes. Class 8A consists of the Allowed Secured Claim of Wilson Bank & Trust. Wilson Bank will retain its first priority lien on the real property known as the Foxland Golf Course and Clubhouse pursuant to the terms of the loan documents evidencing those liens. The amount of the Wilson Bank claim is estimated to be approximately $5,873,000. The Allowed Secured Claim for Wilson Bank is estimated to be $2,995,349 and the remaining amount will be unsecured.

This Allowed Secured Claim shall be paid under the Plan as follows:

(i) For the first two years after the Effective Date of the Plan, interest only shall accrue monthly on the "principal" amount of the Allowed Secured Claim (determined to be equal to the value of the Property securing that Claim), at a fixed annual rate equal to the prime rate published in the Wall Street Journal on the date of the Confirmation Hearing plus two percent (2%). Such interest shall be payable prior to any payment to the Unsecured Creditors' Fund established under the Plan and in any event on, or prior, to the second anniversary of the Effective Date of the Plan.

(ii) On the second anniversary of the Effective Date of the Plan, the remaining "principal" amount shall accrue in equal monthly installments of principal and interest at the fixed rate provided above in an amount that would fully amortize the amount owed for a period of thirty (30) years.

(iii) All amounts owing on the Allowed Secured Claim, including unpaid post-confirmation interest, shall be due and payable in full 120 months after the Effective Date of the Plan. The source of this payment is expected to be third party financing. It is anticipated that the payments under the Plan will be in the amounts reflected on Exhibit E attached hereto.

(iv) If Class 8A makes a Section 1111(b) election pursuant to Article 5.02 of the Plan, the resulting Allowed Secured Claim will be paid by extending the monthly payments and maturity of Class 8A to the extent needed to insure that the aggregate distributions to the Allowed Secured Claim, including principal and interest paid to Class 8A, equals the total Allowed Claim owed as of the Date of Filing, provided under no circumstances will the payments be made for more than 180 months at which time all remaining amounts owed on the Allowed Secured Claim will be due and payable.

To the extent that there is an Allowed Unsecured Claim in Class 8B, that Claim will be paid with the other Allowed Unsecured Claims as set forth in Class 11 below. Even if such an election is made by Class 8A, the pro rata distributions provided under the Plan to Class 8B will continue to be made until the Allowed Secured Claim existing after the election is paid in full.

Class 9: Class 9 consists of the Allowed Secured Claim of John Deere Landscapers. By Order entered March 9, 2010, John Deere got relief from stay and has recovered the equipment securing its Claim. Under the Plan, this surrender of all of the equipment pledged to secure the John Deere Allowed Secured Claim shall be in full satisfaction of the John Deere Allowed Claim. The amount of the John Deere claim, as evidenced by its proof of claim, is $21,151.

Class 10: Class 10 consists of the Allowed Unsecured Claims of Fairvue. On the Effective Date of the Plan, an Unsecured Creditors' Fund shall be created for the benefit of all Allowed Unsecured Creditors. An agent for the benefit of all Allowed Unsecured Claims, as designated by majority vote of such creditors who vote, shall hold a junior lien on the real property and improvements of Fairvue and Foxland existing as of the Effective Date of the Plan to secure the payments under the Plan to this Fund. This lien shall be nonrecourse to the Debtors and shall be evidenced by a deed of trust in the name of a trustee to be designated by a majority of those Allowed Unsecured Claims who vote.

The Allowed Unsecured Claims within this Class shall share pro rata with all other Allowed Unsecured Claims the amounts generated from the Net Operating Surplus of the Reorganized Debtors. The Net Operating Surplus, calculated as of the anniversary of the Effective Date of the Plan, shall be paid to the Unsecured Fund for pro rata distribution to the Allowed Unsecured Claims within thirty days thereafter. The obligation of Fairvue and Foxland to pay annual Net Operating Surplus payments to the Unsecured Creditors' Fund shall continue for a period equal to the earlier of ten (10) years, or the date that all Allowed Unsecured Claims are paid in full. It is anticipated that the payments under the Plan will be in the amounts reflected on Exhibit E attached hereto.

Class 11: Class 11 consists of the Allowed Unsecured Claims of Foxland. Each Allowed Unsecured Claim in this Class will have the option to be (i) included in the Unsecured Creditors' Fund that will be created on the Effective Date of the Plan for the benefit of all Allowed Unsecured Creditors to be created and managed in the same manner set forth in Class 10 above, or (ii) convert its Allowed Unsecured Claim to equity ownership in Foxland at a conversion rate of one unit for each $1,000 of Allowed Unsecured Claim. The election will need to be made by the date that ballots are due in voting for the Plan. It is anticipated that upon the Effective Date of the Plan that the Moore Family Trust will hold the majority interests in Foxland by virtue of the conversion of its Class 3B claim.

Class 12: Class 12 consists of the Allowed Unsecured Claims of Foxland Marina. This Class of Allowed Unsecured Claims will be included in the Unsecured Creditors' Fund that will be created on the Effective Date of the Plan for the benefit of all Allowed Unsecured Creditors. The Fund will be created and managed in the same manner set forth in Class 10 above.

Class 13: Class 13 consists of the Interests of Fairvue. All interests in Class 13 shall terminate upon the Effective Date of the Plan. Instead, as of the Effective Date of the Plan, new interests in Fairvue shall be issued to Leon Moore 1997 Irrevocable Trust in satisfaction of $500,000 of its Allowed Secured Claim.

Class 14: Class 14 consists of the Interests of Foxland. All interests in Class 14 shall terminate upon the Effective Date of the Plan. Instead, as of the Effective Date of the Plan, new interests in Foxland shall be issued to Leon Moore Family Trust in satisfaction of its Allowed Unsecured Claim and in payment of any Allowed Unsecured Claim in Class 11 which elects, by the date that ballots are due, to receive membership interests in Foxland in lieu of pro rata payments made to the Allowed Unsecured Claims in Class 10.

Class 15 Class 15 consists of the Interests of Foxland Marina. All interests in Class 15 shall terminate upon the Effective Date of the Plan. Instead, as of the Effective Date of the Plan, new interests in Foxland Marina shall be issued to Leon Moore Family Trust in satisfaction of $100,000 of its Allowed Secured Claim.

The first payment to any Allowed Secured Claim payable under the Plan will be due on the first day of the first month following the Effective Date of the Plan, and subsequent payments will be due on the first day of each month thereafter until the date of maturity, provided no default shall exist under the Plan for the Reorganized Debtors' failure to make interest only payments on Allowed Secured Claims in Classes, 1, 2, 4 or 8 during the first two years following the Effective Date of the Plan. Any terms of the loan documents evidencing an Allowed Claim payable hereunder, which may conflict with the terms of the Plan, shall be deemed modified by the terms of the Plan. At such time that the obligations of any Class are paid in accordance with the terms of the Plan, the Allowed Secured Claim shall be deemed paid in full and the Reorganized Debtors shall be entitled to a full release of the lien or security interest held by the Claimant securing that obligation. All creditors will be stayed in the enforcement and collection of any Claim owed by the Debtors during the term of the Plan and upon the completion of the Plan, Fairvue and Foxland shall receive a discharge of all Claims.

After Confirmation, without further Court order or notice, Foxland Marina will be authorized to sell, redeem, or otherwise obtain the release of any lien on the Foxland Marina property for a release payment equal to at least $800,000, or such other amount that may be determined by the Court to be appropriate. At the closing for any such transaction, the release payment will be paid to the holder of any remaining Allowed Secured Claim with a lien on that property to be applied to the outstanding principal and interest allowed to paid under the Plan. Any release payment must be funded from sources outside the operations of the Reorganized Debtors or otherwise in a way not to affect the timing or distribution to the Unsecured Creditor's Fund. Additionally, Foxland Marina will have the option, at any time after Confirmation, to surrender that property to the respective entity holding a first priority security interest in the property in return for a credit in the amount of the Allowed Secured Claim held by that entity in the property. If such property has not been sold by the one year anniversary of the Effective Date of the Plan, the creditor holding the first priority lien on that property will have the option to allow the Debtors to continue to market the property for sale or the creditor may take title to the property by deed or foreclosure in satisfaction of its Allowed Secured Claim.

C. Tax Consequences

There are no known negative tax consequences created by the Plan. The sale of Property by the Reorganized Debtors may create tax gain to the Reorganized Debtors if the value derived from the sale exceeds the owner's basis in that property. Any tax resulting from this gain will be an obligation of the Reorganized Debtors and may reduce the Net Operating Surplus that would otherwise be available for distribution to the unsecured creditors under the Plan. Otherwise distributions to creditors will be taxed in the same way that any payment by the Debtors to those creditors would have been taxed. In most instances, the payments will be taxable income to the creditor for which the creditor may pay income taxes if its business expenses and deductions do not offset the amount of income received by that creditor.

All creditors are urged to review the Debtors' Plan for a more detailed description of the treatment to be provided for each impaired class. To the extent the Plan and this Disclosure Statement are inconsistent, the terms of the Plan shall control.

D. Executory Contracts.

All executory contracts and unexpired leases that either have not been rejected by Court order prior to the Effective Date of the Plan or are not subject to a motion filed by a Debtor to reject such agreement prior to the Effective Date of the Plan shall be assumed and assigned to the Reorganized Debtors. The Confirmation of the Plan shall be deemed to cure any pre-existing default under an assumed agreement. Included in the assumed executory contracts are two easements granted by the U.S. Army Corps of Engineers permitting the operation and maintenance of a 18" gravity water line for water intake from Old Hickory Lake to water the Fairvue and Foxland golf courses. These easements benefit Fairvue (through its subsidiary Plantation Pointe Golf Club, LLC) and Foxland and are being assumed under the Plan.

E. Implementation of the Plan.

The Effective Date of the Plan is defined under the Plan to be the first day of the first full month following thirty days after the entry of the Court order confirming the Plan.

The Debtors will file with the court an accounting and will seek the entry of a Final Decree as required under Bankruptcy Rule 3022 following the Effective Date of the Plan and the administration of the estate. During this period the Reorganized Debtors shall submit reports and pay quarterly fees to the U.S. Trustee as required by law.

To the extent any provision of this Disclosure Statement conflicts with the terms of the Plan, the Plan provision will control.

VII. CONFIRMATION REQUIREMENTS

To confirm the Plan, the Court must, after notice provided by separate order, hold a hearing on the question of confirmation. Any creditor may object to confirmation of the Plan

and appear at the confirmation hearing to prosecute such objection. The requirements for confirmation of a Chapter 11 Plan are set forth in detail in 11 U.S.C. § 1129. The following is a summary of the more notable requirements:

a. Acceptance by Impaired Classes. At least one class of impaired claimants for each Debtor must vote to accept the Plan, determined without including any acceptance of the plan by any insider or affiliate. 11 U.S.C. §1129(a)(10). In this regard, the Debtors believe that the following claimants are insiders: Leon Moore and Linda Moore. For the Fairvue Plan, impaired Classes are Classes 1, 2, 3, 4, 5, 6, 7, 9, 10 and 13. For the Foxland Plan, impaired Classes are Classes 1, 3, 5, 7, 8, 11 and 14. For the Foxland Marina, impaired Classes are Classes 1, 3, 12 and 15.

For a class to accept the Plan, the Plan must receive favorable votes from claimants within that class who hold at least two-thirds in dollar amount of the claims that vote and more than one-half (½) in number of the claims that vote. Only the amount and number of claims who actually submit a timely ballot are counted in determining the requisite number.

b. Feasibility. The Court is required to find that confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtor. 11 U.S.C. § 1129(a)(11). In short, the Court must find that the Plan adequately addresses the needs for reorganization and that it is likely that the reorganized entity will be able to perform pursuant to the Plan. A finding by the Court that the Plan meets these requirements is not a guarantee that the Plan will be fully performed.

The Debtors assert that the Plan is feasible. Attached hereto as collective Exhibit F are income statements summarizing Fairvue and Foxland operations since 2005, and projections of annual operations during the term of the Plan. The Debtors believe that all projections are realistic and enable the Debtors to have the capital they need to operate and pay their long term debts in full.

c. Liquidation Test. As discussed in Article V herein, the Plan must pay to each class that has not accepted the Plan an amount determined as of the Effective Date of the Plan that is not less than the amount a claimant within that nonaccepting class would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code. 11 U.S.C. § 1129(a)(7). The Debtors assert that the Plan easily satisfies this requirement by paying creditors a portion of their allowed claims. See Article V for a complete discussion of the Debtors' liquidation analysis.

d. "Cramdown" Provisions. If an impaired class does not vote to accept the Plan, as discussed in paragraph a above, the Court may still confirm the Plan if the Court determines that the Plan treatment of the class of claims rejecting the Plan is fair and equitable and does not discriminate unfairly. 11 U.S.C. § 1129(b).

The Debtors intend to invoke these "cramdown" provisions should any class of impaired claims fail to accept the Plan. The Debtors believe that with respect to each class, the Plan is fair and equitable and does not discriminate unfairly for the following reasons:

(i) The Allowed Secured Claims in Classes 1, 2, 4, 6, 7, and 8 are being paid the present value of the value of the collateral securing each Allowed Secured Claim.

(ii) If a Section 1111(b) election is made by a holder of an Allowed Secured Claim, the Plan remains confirmable because the payments to the secured creditors will not only provide the present value of each creditors' collateral, but also provide a stream of payments equal to the Allowed Claim for each Class.

(iii) As to the Classes with Allowed Unsecured Claims, the Plan provides for payment of Allowed Unsecured Claims in ten annual installments. The Debtors' projections reflected on the attached Schedules show that these Claims will be paid in full over the ten years of the Plan. Nevertheless, even if full payment is not accomplished, the cramdown requirements of §1129(b)(2)(B)(ii) are satisfied under the Plan because the equity Interests of Debtors will be terminated under the Plan and the ownership interest of the Reorganized Debtors are being transferred to the Leon Moore Family Trusts in satisfaction of its Allowed Secured and Unsecured Claims. Thus no junior interests to the unsecured creditors are retaining any interest in Property on account of their Claims.

Dated the 3rd day of August, 2010.

Fairvue Club Properties, LLC

By: */s/ Leon Moore*
Leon Moore
President

Foxland Club Properties, LLC

By: */s/ Leon Moore*
Leon Moore
President

Foxland Harbor Marina, LLC

By: /s/ Chris Wicke
Chris Wicke
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