

B1 (Official Form 1)(4/10)

United States Bankruptcy Court Western District		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): McAlpine-Providence Road West, LLC		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) 26-0749425		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 1329 E Morehead Street Ste 200 Charlotte, NC <div style="text-align: right;">ZIP Code 28204</div>		Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP Code</div>
County of Residence or of the Principal Place of Business: Mecklenburg		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="text-align: right;">ZIP Code</div>		Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP Code</div>
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 </div> <div> <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding </div> </div> Nature of Debts (Check one box) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." </div> <div> <input checked="" type="checkbox"/> Debts are primarily business debts. </div> </div>
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input checked="" type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (<i>amount subject to adjustment on 4/01/13 and every three years thereafter</i>). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000 </div>		
Estimated Assets <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion </div>		
Estimated Liabilities <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion </div>		

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

McAlpine-Providence Road West, LLC

All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)

Location

Where Filed: **- None -**

Case Number:

Date Filed:

Location

Where Filed:

Case Number:

Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor:

- None -

Case Number:

Date Filed:

District:

Relationship:

Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X

Signature of Attorney for Debtor(s)

(Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☐ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

McAlpine-Providence Road West, LLC

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Attorney*

X /s/ James H. Henderson
Signature of Attorney for Debtor(s)

James H. Henderson 13536
Printed Name of Attorney for Debtor(s)

The Henderson Law Firm
Firm Name

1201 Harding Place
Charlotte, NC 28204

Address

704.333.3444 Fax: 704.333.5003

Telephone Number

June 28, 2010

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Shane Seagle
Signature of Authorized Individual

Shane Seagle

Printed Name of Authorized Individual

Manager, McAlpine-Seagle Development Company, LLC/Owner

Title of Authorized Individual

June 28, 2010

Date

B4 (Official Form 4) (12/07)

**United States Bankruptcy Court
Western District**

In re **McAlpine-Providence Road West, LLC**

Debtor(s)

Case No.

Chapter **11**

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Arcadis 128 S Tryon Street Ste 1100 Charlotte, NC 28202	Arcadis 128 S Tryon Street Ste 1100 Charlotte, NC 28202	open account		40,925.74
Certified Grounds Management Inc PO Box 671 Huntersville, NC 28070	Certified Grounds Management Inc PO Box 671 Huntersville, NC 28070	open account		3,545.00
City of Charlotte Billing Center PO Box 33831 Charlotte, NC 28233-3831	City of Charlotte Billing Center PO Box 33831 Charlotte, NC 28233-3831	storm water		941.58
Cole Brothers, LLC POB 34781 Charlotte, NC 28204	Cole Brothers, LLC POB 34781 Charlotte, NC 28204	general contracting services		139,701.60
Terra Designs Inc 2924 Blackburn Bridge Road Lincolnton, NC 28092	Terra Designs Inc 2924 Blackburn Bridge Road Lincolnton, NC 28092	open account		41,225.00

B4 (Official Form 4) (12/07) - Cont.

In re **McAlpine-Providence Road West, LLC**

Case No. _____

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

(Continuation Sheet)

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>

**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the Manager, McAlpine-Seagle Development Company, LLC/Owner of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date **June 28, 2010**

Signature **/s/ Shane Seagle**

**Shane Seagle
Manager, McAlpine-Seagle Development Company,
LLC/Owner**

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

AGREEMENT CONCERNING PROFESSIONAL FEES AND EXTENT OF ATTORNEY'S DUTY TO REPRESENT AND PERSONAL GUARANTEE

THE UNDERSIGNED, Shane Seagle ("Seagle"), acknowledges that he is the Manager of McAlpine-Seagle Development Company, LLC, which is the manager and sole owner of McAlpine-Providence Road West, LLC ("Client") and that he has the authority to enter into this Agreement on behalf of Client. Client hereby retains and engages the law firm of James H. Henderson, P.C. (hereinafter "Attorney") for representation in connection with bankruptcy proceedings under Chapter 11 of the Bankruptcy Code.

A. SCOPE AND GOALS OF REPRESENTATION. Client acknowledges that Attorney's representation shall include essentially all of the issues arising in connection with the Chapter 11 reorganization, except for i) those matters that would involve representation in the courts of the states, ii) interpretation of the law of states in which Attorney is not licensed to practice, iii) patent or admiralty matters, iv) matters involving the law of foreign jurisdictions, or v) any other matter that Client specifically designates to be handled by other counsel. Attorney's representation is expressly limited to representing Client in a Chapter 11 proceeding. Attorney does not represent Eudy individually or any other officers, employees, members or creditors of Client. Attorney's duties do not include the filing of any objection to the claims of Wachovia Bank, the removal of any pending litigation with Wachovia Bank to the U.S. Bankruptcy Court, or the arbitration of claims against Wachovia Bank. It is anticipated that Client will retain special counsel with respect to the claims of Wachovia and Client's counterclaims against Wachovia.

Client acknowledges that if additional legal services beyond those enumerated above are requested to be performed in the bankruptcy proceeding, Attorney shall not be under any obligation to perform said services in the absence of arrangements for its further compensation which are satisfactory to Attorney. No guarantee or promises have been made by Attorney concerning the outcome or results of Attorney's representation in connection with the Chapter 11 proceeding or any decisions by any court.

B. TERMS OF PAYMENT

1. Initial retainer. Client agrees to post a retainer with Attorney to secure Attorney's representation. Client acknowledges that the amount of the retainer is not an estimate of the total fees and expenses anticipated in this representation, which are difficult to estimate at this time. Attorney has been paid the sum of \$20,000.00 as a retainer from which Attorney's bills will be paid and from which Attorney will pay \$1,039.00 on account of the Chapter 11 filing fee. Client agrees to keep at least \$2,500.00 in Attorney's trust account at all times. \$10,000.00 of the initial retainer will be considered earned upon receipt, and time billed against this portion of the fee will be subject to approval of the U.S. Bankruptcy Court.

2. IOLTA account. When received, the unearned portion of the retainer will be deposited into Attorney's trust account, which is an interest bearing account. Attorney participates in the North Carolina State Bar's Plan for Interest on Lawyer's Trust Accounts ("IOLTA"). IOLTA uses its funds to support public interest projects to further the administration of justice in North Carolina. Under this program, any funds Attorney receives on Client's behalf will be handled in accordance with the ethics rules governing attorney trust accounts. When Attorney receives funds belonging to Client, Attorney

determines whether the amount or the period the funds will be held will justify placement in an individual trust account. When the funds are small in amount or will be held for a short time, the funds will be placed in a common trust account with other client's funds. This common account is an interest bearing account with the interest paid to the IOLTA program. Neither Client nor Attorney will receive any of this interest.

3. Calculation of fees and expenses. Client agrees to pay Attorney at the rate of \$340.00 per hour for partner time, \$240.00 to \$275.00 per hour for associate time, or the prevailing rate when the services are rendered. Non-attorney time will be billed at the rate of \$85.00 per hour. Time will be billed in minimum increments of two-tenths (2/10) of an hour. Client understands that Attorney will bill for time spent in connection with advancing Client's goals, and such time may include such things as telephone calls and emails (including responding to those of parties other than Client). Expenses such as out of town travel costs (per mile pursuant to IRS guidelines), long distance telephone calls (cost), telecopier transmissions (\$2.00), postage (cost) and copy costs (\$0.30 per page) will be charged as separate items in addition to legal fees. Client acknowledges that if these additional legal services and expenses are required or requested to be performed, Attorney shall not be under any obligation to perform said services or advance expenses in the absence of arrangements for its further compensation which are satisfactory to it. Client is responsible for keeping all copies of documents. If Client requests additional copies of documents client agrees to pay in advance for any copy charges, postage charges, and time in making the copies. If Attorney determines that any matter will require an extraordinary charge, Attorney may require such costs to be advanced or Client shall arrange to be billed directly by the appropriate party.

4. Method of billing. To the extent that the retainer is insufficient to cover Attorney's fees and expenses, Attorney will submit invoices to Client, which will be paid upon receipt. A finance charge will be charged against any part of Client's account which remains unpaid beyond thirty (30) consecutive days at an **ANNUAL PERCENTAGE RATE** of 18% (1.5% per month) on the unpaid balance. The finance charge is assessed against the prior month's beginning balance less any payments made during that month. Finance charges may be avoided by paying the balance due during the month billed. Client will be invoiced for time and expenses incurred in connection with this Agreement. Client agrees to keep a balance of at least \$2,500.00 in Attorney's trust account. Accordingly, any billing which reflects a balance of less than this amount remaining in your trust account will include a request that you a) pay any balance due and b) replenish your trust account balance. There will be a \$35.00 service charge for any returned checks.

C. CLIENT DUTIES.

Client and Eudy will provide Attorney with complete and accurate information when requested to do so. Client and Eudy acknowledge that they have been informed by Attorney that a knowingly false statement in the bankruptcy petition or any schedule or statement filed herewith is a federal crime punishable by up to five years in prison and a \$250,000.00 fine. Attorney has prepared the petition and supporting schedules and statements based upon information supplied by Client, and the signing of this agreement serves as a warrant that Attorney may rely upon said statements as being true. Client will cooperate with Attorney and provide all information requested on a timely basis.

Client furthermore agrees to i) pay fees in accordance with this agreement; ii) keep Attorney informed of the Client's contact information (phone number, address, email address, etc.); iii) keep Attorney

informed of important developments that may affect the client's matter; iv) to provide a full and honest explanation of the client's legal problem; v) request an explanation from the lawyer if the client is dissatisfied or disappointed with a development in the representation; vi) make reasonable requests for information but not unduly burdening the lawyer with phone calls or requests. It is reasonable to ask the lawyer for an explanation when you do not understand or are confused by developments in your matter. It is unreasonable to expect a daily progress report.

D. AGREEMENT REGARDING ARBITRATION OF FEE DISPUTES AND LIABILITY FOR EXPENSES OF COLLECTION

All of Attorney's fees and expenses must be approved by the U.S. Bankruptcy Court, after notice to Client and all other parties in interest, with an opportunity for a hearing if there is an objection to the fees or expenses requested.

In the event that Attorney and Client have a dispute regarding any fee for legal services, it is understood that the U.S. Bankruptcy Court has jurisdiction over such dispute. Attorney has advised Client that the Mecklenburg Bar and the North Carolina State Bar have a program of fee mediation in which Client may choose to participate. Such participation may require approval of the U.S. Bankruptcy Court. Attorney will participate in such mediation as provided for in Rule 1.5 of the North Carolina State Bar Rules of Professional Conduct. Attorney reserves the right to consent to binding arbitration regarding any fee dispute.

E. AGREEMENT REGARDING RESULTS AND CONTROL OF WORK

It is understood that Attorney is not always able to control the work which it is called upon to perform on behalf of the client. The necessity to respond to documents filed with the Court or to answer telephone calls, emails or other contacts are examples of matters which will be charged to the client, even though the client has not directed, or specifically consented to, such efforts. The attorney will control the manner of presentation of the client's case, whether in court or otherwise. The attorney is not obligated to take any action which is repugnant to the attorney's own sense of honor and propriety. Client acknowledges that Attorney has made no guarantee or promises concerning the outcome or results of its representation. Attorney will use its best efforts to obtain Client's objectives.

F. AGREEMENT REGARDING DISCONTINUATION OF WORK AND WITHDRAWAL OF ATTORNEY


Client hereby agrees that if payments are not made as provided under this agreement or satisfactory arrangements for such payment are not made, then the Attorney may be permitted to and CLIENT HEREBY CONSENTS AND AGREES TO SUCH WITHDRAWAL FROM REPRESENTATION BY THE Attorney. Subject to Attorney's ethical duties and the local rules of the U.S. Bankruptcy Court, Attorney reserves the right to cease legal work if Client fails to promptly and timely make payment under this agreement. The discontinuation of work or the withdrawal of Attorney in no way affects Client's liability for the timely payment of accrued fees, expenses and interest.

G. DEFAULT

In the event Client does not comply with the terms of this agreement, you agree pursuant to

North Carolina General Statute §6-21.2 that you will be liable for the payment of any legal fees, costs or related expenses incurred in collecting the balance due to Attorney. If Attorney undertakes any collection activities, you agree that you will be liable to Attorney for the value of Attorney's time, fees and actual expenses expended by Attorney attempting to collect the balance due.

McAlpine-Providence Road West, LLC



By: Shane Seagle, Manager, McAlpine-Seagle
Development Company, LLC

**United States Bankruptcy Court
Western District**

In re **McAlpine-Providence Road West, LLC**

Debtor(s)

Case No.

Chapter

11

VERIFICATION OF CREDITOR MATRIX

I, the Manager, McApline-Seagle Developement Company, LLC/Owner of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: **June 28, 2010**

/s/ Shane Seagle

**Shane Seagle/Manager, McApline-Seagle Developement
Company, LLC/Owner**

Signer/Title

Arcadis
128 S Tryon Street Ste 1100
Charlotte, NC 28202

Certified Grounds Management Inc
PO Box 671
Huntersville, NC 28070

Charles Lindsey McAlpine
1329 E Morehead St Ste 200
Charlotte, NC 28204

City of Charlotte
Billing Center
PO Box 33831
Charlotte, NC 28233-3831

Cole Brothers, LLC
POB 34781
Charlotte, NC 28204

Employment Security Commission of NC
PO Box 26504
Raleigh, NC 27611

Fred W DeVore III Esq
DeVore Action & Stafford P A
1321 E Morehead Street
Charlotte, NC 28204

Greg and Brenda Johnson
3567 Water Front Drive
Gainesville, GA 30506

Internal Revenue Service
Centralized Insolvency Operations
PO Box 21126
Philadelphia, PA 19114-0326

McGuireWoods LLP
ATTN: Teadra Pugh, Esq.
POB 31247
Charlotte, NC 28231

Mecklenburg County Tax Collector
Tax Bankruptcy Section
PO Box 31637
Charlotte, NC 28231-1637

NC Department of Revenue
PO Box 1168
Raleigh, NC 27602

Paragon Commercial Bank
3535 Glenwood Avenue
Raleigh, NC 27612

Paragon Commercial Bank
PO Box 31265
Raleigh, NC 27622

Siteworks LLC
PO B9ox 7248
Charlotte, NC 28241

Terra Designs Inc
2924 Blackburn Bridge Road
Lincolnton, NC 28092

The McAlpine Group
1329 E Morehead St Ste 200
Charlotte, NC 28204

US Attorney General's Office
US Department of Justice
950 Pennsylvania Avenue NW
Washington, DC 20530-0001

US Attorney's Office
227 West Trade Street Suite 1700
Charlotte, NC 28202

United States Bankruptcy Court
Western District

In re McAlpine-Providence Road West, LLC

Debtor(s)

Case No.

Chapter

11

STATEMENT REGARDING AUTHORITY TO SIGN AND FILE PETITION

I, **Shane Seagle**, declare under penalty of perjury that I am the **Manager of McAlpine-Seagle Development Company, LLC** of **McAlpine-Providence Road West, LLC**, which is the manager and sole owner of **McAlpine-Providence Road West, LLC** and that the following is a true and correct copy of the resolutions adopted by the Board of Directors of said corporation at a special meeting duly called and held on the ___ day of ___, 20__.

"Whereas, it is in the best interest of this corporation to file a voluntary petition in the United States Bankruptcy Court pursuant to Chapter 11 of Title 11 of the United States Code;

Be It Therefore Resolved, that **Shane Seagle, Manager of McAlpine-Seagle Development Company, LLC** which is the manager and sole owner of **McAlpine-Providence Road West, LLC** of this Corporation, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a chapter **11** voluntary bankruptcy case on behalf of the corporation; and

Be It Further Resolved, that **Shane Seagle, Manager of McAlpine-Seagle Development Company, LLC** which is the manager and sole owner of **McAlpine-Providence Road West, LLC** of this Corporation is authorized and directed to appear in all bankruptcy proceedings on behalf of the corporation, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of the corporation in connection with such bankruptcy case, and

Be It Further Resolved, that **Shane Seagle, Manager of McAlpine-Seagle Development Company, LLC** which is the manager and sole owner of **McAlpine-Providence Road West, LLC** of this Corporation is authorized and directed to employ **James H. Henderson 13536**, attorney and the law firm of **The Henderson Law Firm** to represent the corporation in such bankruptcy case."

Date June 28, 2010

Signed _____

Shane Seagle

Resolution of Board of Directors
of
McAlpine-Providence Road West, LLC

Whereas, it is in the best interest of this corporation to file a voluntary petition in the the United States Bankruptcy Court pursuant to Chapter **11** of Title 11 of the United States Code;

Be It Therefore Resolved, that **Shane Seagle, Manager of McApline-Seagle Developement Company, LLC** which is the manager and sole owner of McAlpine-Providence Road West, LLCof this Corporation, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a chapter **11** voluntary bankruptcy case on behalf of the corporation; and

Be It Further Resolved, that **Shane Seagle, Manager of McApline-Seagle Developement Company, LLC** which is the manager and sole owner of McAlpine-Providence Road West, LLC of this Corporation is authorized and directed to appear in all bankruptcy proceedings on behalf of the corporation, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of the corporation in connection with such bankruptcy case, and

Be It Further Resolved, that **Shane Seagle, Manager of McApline-Seagle Developement Company, LLC** which is the manager and sole owner of McAlpine-Providence Road West, LLC of this Corporation is authorized and directed to employ **James H. Henderson 13536**, attorney and the law firm of **The Henderson Law Firm** to represent the corporation in such bankruptcy case.

Date June 28, 2010

Signed Shane Seagle

Date June 28, 2010

Signed _____