

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

| | | |
|--|---|--------------------------------|
| -----X | | |
| In re | : | Chapter 11 |
| | : | |
| CRESCENT RESOURCES, LLC, et. al., | : | Case No. 09-11507 (CAG) |
| | : | |
| Debtors. | : | Jointly Administered |
| | : | |
| -----X | | |

GENERAL NOTES PERTAINING TO SCHEDULES AND SOFAS

On June 10, 2009 (the “Commencement Date”), Crescent Resources, LLC (“Crescent Resources”), its parent Crescent Holdings, LLC (“Crescent Holdings”), and their affiliated debtors, as debtors and debtors in possession (collectively, “Crescent” or the “Debtors”), each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Western District of Texas (the “Bankruptcy Court”). With the assistance of their Bankruptcy Court-appointed advisors, the Debtors’ management prepared the Schedules of Assets and Liabilities (collectively, the “Schedules”) and the Statements of Financial Affairs (the “SOFAs” and together with the Schedules, the “Schedules and SOFAs”) pursuant to section 521 of the Bankruptcy Code and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). The Schedules and SOFAs are unaudited and do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”), and they are they not intended to be fully reconciled to the financial statements.

Although the Debtors’ management has made every reasonable effort to ensure that the Schedules and SOFAs are accurate and complete based on information that was available to them at the time of preparation, subsequent information or discovery may result in material

changes to these Schedules and SOFAs, and inadvertent errors or omissions may have occurred. Subsequent receipt of information or an audit may result in material changes in financial data requiring amendment of the Schedules and SOFAs. Accordingly, the Schedules and SOFAs remain subject to further review and verification by the Debtors. The Debtors reserve their right to amend the Schedules and SOFAs from time-to-time as may be necessary or appropriate. These general notes regarding the Debtors' Schedules and SOFAs (the "General Notes") are incorporated in, and comprise an integral part of, the Schedules and SOFAS filed by the Debtors and should be referenced in connection with any review of the Schedules and SOFAs. Nothing contained in the Schedules and SOFAs shall constitute a waiver of any rights or claims of the Debtors against any third party, or in or with respect to any aspect of these chapter 11 cases.

1. **Amendments.** The Debtors reserve the right to amend and/or supplement the Schedules and SOFAs as necessary and/or appropriate.

2. **Description of the Cases.** By Order of the Bankruptcy Court, the Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) under Case No. 09-11507 (CAG). The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. **"As of" Information Date.** Unless otherwise stated, asset and liability information is as of the close of business on the Commencement Date.

4. **Asset Presentation.** With the exception of real property assets, as discussed below, each asset and liability of the Debtors is shown on the basis of the book value of the asset or liability in the Debtors' non-audited accounting books and records, as of June 10, 2009, and not on the basis of current market values of such interest in property and/or liabilities. Attempts

to obtain current market valuations of all assets would be cost prohibitive, unduly burdensome, and an inefficient use of estate assets. Accordingly, the Debtors have not attempted to do so in connection with the preparation of the Schedules and SOFAs. Amounts ultimately realized may vary from the book value (or whatever value was ascribed) and such variance may be material. The Debtors reserve their right to amend or adjust the value of each asset or liability set forth herein.

Nothing herein shall be construed to give rise to a presumption or admission that any of the Debtors were or were not solvent or were or were not insolvent on, or at any time prior to, the Commencement Date.

5. **Liabilities.** The Debtors have made every effort to allocate liabilities between the pre-petition and post-petition periods based on information and research conducted in connection with the preparation of the Schedules and SOFAs. As additional information becomes available and further research is conducted, the allocation of liabilities between pre-petition and post-petition periods may change. The Debtors reserve the right to change the allocation of any liability to the extent additional information becomes available.

Pursuant to orders of the Bankruptcy Court, the Debtors have been granted authority to pay, in their own discretion, certain pre-petition obligations to employees, taxing authorities, lienholders, and certain customers and other entities posting deposits with the Debtors. Accordingly, to the extent that these liabilities have been or will be satisfied, such liabilities may not be listed in the Schedules and SOFAs.

As further discussed below, in the case of the claims of certain lienholders and certain taxing authorities, the Debtors' investigation regarding the validity of such claims is ongoing, and certain claims for which the Debtors may ultimately determine they have no liability have

been scheduled as “contingent” claims. The inclusion on Schedule E of such claims is not intended to be an acknowledgement of the validity, or priority of any such claim, and the Debtors reserve their right to challenge such claims on any ground whatsoever. Further, in the instances where, post-petition, the Debtors have paid a pre-petition liability in amounts that do not fully satisfy the pre-petition liability, the indebtedness reflected in the Schedules constitutes the pre-petition amount outstanding after any such post-petition payment. The Debtors reserve the right to object to any claim as satisfied.

The liabilities listed on these Schedules do not reflect any analysis of claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all rights to dispute or challenge the validity of any asserted claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to such creditor’s claim.

6. **Recharacterization.** The Debtors have made reasonable efforts to correctly characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and SOFAs. However, due to the complexity and size of the Debtors’ business, the Debtors may have improperly characterized, classified, categorized, or designated certain items. The Debtors thus reserve all of their rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and SOFAs at a later time as necessary or appropriate as additional information becomes available.

7. **Intercompany Transactions.** Prior to the Commencement Date, the Debtors routinely engaged in intercompany transactions resulting in intercompany accounts payable and receivable. The Debtors have made a good faith effort to reflect on Schedule F any

intercompany accounts payable at the gross amount due and owing as of the Commencement Date. The Debtors have not included intercompany accounts receivable on Schedule B.

8. **Unknown/Unliquidated/Undetermined Claim Amounts.** Some of the Debtors' scheduled liabilities are unknown, unliquidated, and/or undetermined at this time. In such cases, the amounts are listed as "Unknown" or "Undetermined" or "Unliquidated." As a result thereof, the Debtors' Schedules and SOFAs do not accurately reflect the aggregate amount of the Debtors' liabilities, which may differ materially from those stated in the Schedules.

9. **Claims Description.** While the Debtors have made every effort to properly classify each claim listed in the Schedules and SOFAs as being either disputed or undisputed, liquidated or unliquidated, and contingent or noncontingent, the Debtors have not been able to fully reconcile all payments made to certain third parties and their related entities on account of the Debtors' obligations to same. Any failure to designate a claim on the Debtors' Schedules and/or SOFAs as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such claim is not "disputed," "contingent," or "unliquidated." The Debtors reserve the right to dispute, or to assert offsets or defenses to, any claim reflected on its Schedules and SOFAs as to amount, liability, priority, secured or unsecured status, or classification, or to otherwise designate any claim as "disputed," "contingent," or "unliquidated" by filing and serving an appropriate amendment. The Debtors reserve the right to amend their Schedules and/or SOFAs as necessary and/or appropriate.

10. **Property and Equipment - Owned.** Owned property and equipment are listed at net book value, including any depreciation (in accordance with GAAP) as recorded in the Debtors' books and records. Nothing in the Schedules or SOFAs (including, without limitation, the failure to list leased property or equipment as owned property or equipment) is or shall be

construed as an admission as to the determination of legal status of any lease (including whether any lease is a true lease or financing arrangement), and the Debtors reserve all their rights with respect to such issues.

11. **Property and Equipment – Leased.** In the ordinary course of business, the Debtors lease equipment from certain third-party lessors for use in the daily operation of their business. Any such leases are set forth in the Schedules and SOFAs. Nothing in the Schedules and SOFAs is or shall be construed as an admission or determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to any such issues. The property subject to any such leases is not reflected in either Schedule A or Schedule B as either owned or assets of the Debtors. Such property is also not reflected in the SOFAs as assets of third-parties within the control of the Debtors.

12. **Leases.** The Debtors have not included in the Schedules and SOFAs the future obligations of any capital or operating leases.

13. **Interest in Subsidiaries and Affiliates.** Crescent Resources directly or indirectly owns all or part of the subsidiaries and affiliates that are also Debtors. In addition, Crescent Resources indirectly owns all or part of numerous subsidiaries and affiliates that are not Debtors. Interests in subsidiaries arise from stock ownership or from interests in partnerships. Crescent Resources' Schedule B.14 lists its investments, if any, in subsidiaries and affiliates. The value of such interests is dependent upon numerous variables and factors. Given the complexity of these variables, the Debtors are unable to schedule value for such interests other than the costs associated with the acquisition in its books and records plus any earnings/losses and equity infusions/distributions since the acquisition date.

14. **Excluded Assets and Liabilities.** The Debtors have excluded certain categories of assets and liabilities from the Schedules and SOFAs, including intercompany equity with respect to a Debtor's ownership interest in its direct and indirect subsidiaries, de minimis deposits, and certain accrued liabilities including, without limitation, accrued salaries, employee benefits and tax accruals. Additionally, certain deferred charges, accounts, or reserves recorded for GAAP reporting purposes only and assets with a net book value of zero are not included in the Debtors' Schedules. The Debtors also have excluded potential rejection damage claims of counterparties to executory contracts and unexpired leases that have been or may be rejected, to the extent such damage claims exist. Other immaterial assets and liabilities may also have been excluded.

15. **Consolidated Entity Accounts Payable and Disbursement Systems.** Separate accounts payable systems are maintained by Crescent Resources, LLC, LandMar Group, LLC, Palmetto Bluff Club, LLC, Palmetto Bluff Lodge, LLC, May River Golf Club, LLC, The River Country Club, LLC, and Hawk's Haven Golf Course Community Developers, LLC, through which payments for all Debtors are made. The Debtors operate their businesses as a consolidated entity and, as such, although efforts have been made to attribute open payable amounts and/or payments to the correct legal entity, the Debtors reserve their right to modify or amend the Schedules and SOFAs to attribute a payable to a different legal entity. Payments made are listed by the entity making such payment notwithstanding that certain payments will have been made on behalf of another entity.

16. **Estimates.** To close the books and records of the Debtors as of the Commencement Date, the Debtors were required to make certain estimates and assumptions that affect the reported amounts of their assets, liabilities, revenue, and expenses. Accordingly, in

some instances, the Debtors have used estimated amounts where actual data as of the Commencement Date was not available.

17. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.

18. **Insiders.** The Debtors have attempted to include all payments made during the one-year period preceding the Commencement Date to any entity or individual deemed an “insider.” For this purpose, “insider” is defined as a corporate affiliate or an individual serving as a division head or otherwise having direct responsibility for the Debtors’ business plan within the one-year period prior to the Commencement Date. While certain individuals with a “director” or “officer” title have been excluded from this definition, the Debtors have determined that such individual’s responsibility is/was limited in scope to a specific project or projects and that such individual’s relationship with the Debtors is/was that of an ordinary employee. This listing of a party as an insider is not intended to be nor should be construed as a legal characterization of such party as an insider and does not act as an admission of any fact, claim, right, or defense, and all such rights, claims and defenses are hereby expressly reserved.

19. **Causes of Action.** The Debtors, despite reasonable efforts, may not have identified and/or set forth all of their causes of action (filed or potential) against third parties as assets in their Schedules and SOFAs. The Debtors reserve all of their rights with respect to any causes of action they may have, and neither these Global Notes nor the Schedules and SOFAs (or anything contained therein) shall be deemed a waiver of any such causes of action.

20. **Environmental Information.** The Debtors have listed environmental information in SOFA 17 and potential environmental liabilities in Schedule F to the best of their ability, based on the information available to the Debtors at the time the Schedules and SOFAs were prepared. To the extent further investigation reveals additional environmental information

or potential environmental liabilities, the Debtors reserve their right to amend their Schedules and SOFAs as necessary and appropriate.

21. **Schedule A.** Real property values have been presented on an historical accounting basis, at net book value, per the Debtors' books and records as of the Commencement Date. Schedule A does not reflect transfers or other disposition of property that occurred after the Commencement Date. Additionally, in the ordinary course of the Debtors' bookkeeping, the value of certain personal property assets is subsumed in the Debtors' accounting for their real property assets. For example, certain tangible business property (such as office furniture, computer equipment, and supplies on hand) located on real property is not separately recorded in the Debtors' books and records and is contained within the asset values for the related real property. Additional detail regarding these personal property assets may be available in some instances upon request.

Furthermore, consistent with the Debtors' books and records, certain consolidated joint venture assets are reported at 100% of the net book value of the joint venture and without adjustment for the minority partners' ownership interests.

22. **Schedule B.** Personal property assets are listed at net book value, per the Debtors' books and records as of the Commencement Date. However, these are subject to further review and reconciliation, including, but not limited, to certain bank account detail listed in Schedule B.2.

Consistent with the Debtors' books and records, certain consolidated joint venture assets reported at 100% net book value and without adjustment for the minority partners' ownership interest.

Exclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated, or otherwise expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated, or otherwise expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all such intellectual property rights.

The Debtors have not set forth executory contracts as assets on Schedule B. The Debtors' executory contracts are set forth in Schedule G.

23. **Schedule D.** Although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, except as otherwise agreed pursuant to a stipulation, agreed order or order entered by the Bankruptcy Court, the Debtors reserve all rights to dispute or challenge the validity, perfection, or immunity from avoidance, of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument (including without limitation, any intercompany agreement) related to

such creditor's claim. Furthermore, secured claim amounts have been listed on Schedule D without regard to the value of assets secured thereby. No attempt was made by the Debtors to estimate the fair market value of the assets pledged pursuant to a secured obligation.

Accordingly, deficiency claims of secured creditors were not listed on Schedule F and such omission is not an admission by the Debtors as to the sufficiency of collateral related to any secured claim listed on Schedule D. The descriptions provided in Schedule D are intended only to be a summary.

Reference to the applicable agreements and other related relevant documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. In certain instances, a Debtor may be a co-obligor, co-mortgagor, or guarantor with respect to scheduled claims of other Debtors, and no claim set forth on Schedule D of any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other entities. Nothing in the General Notes or the Schedules and SOFAs shall be deemed a modification or interpretation of the terms of such agreements.

The Debtors have received authority to pay certain valid lien claims. The Debtors' investigation into their various lien liabilities is ongoing, and certain claims for which the Debtors may ultimately determine they have no liability have been scheduled as "contingent" claims. The inclusion on Schedule D of creditors that have asserted mechanic's and other liens is not intended to be an acknowledgement of the validity, extent, or priority of any such liens, and the Debtors reserve their right to challenge such liens and the underlying claims on any ground whatsoever.

Except as specifically stated herein, real property lessors, utility companies, and other parties which may hold security deposits have not been listed on Schedule D. The Debtors have

not included on Schedule D all parties that may believe their claims are secured through setoff rights, deposits posted by, or on behalf of, the Debtors, or inchoate statutory lien rights. While reasonable efforts have been made, determination of the date upon which each claim in Schedule D was incurred or arose would be unduly and cost prohibitive, and therefore, the Debtors do not list a date for each claim listed on Schedule D.

24. **Schedule E.** The listing of any claim on Schedule E does not constitute an admission by the Debtors that such claim is entitled to priority under section 507 of the Bankruptcy Code. The Debtors reserve the right to dispute the priority status of any claim on any basis. While reasonable efforts have been made, determination of the date upon which each claim in Schedule E was incurred or arose would be unduly burdensome and cost prohibitive, and therefore, the Debtors do not list a date for any claim listed on Schedule E.

The Debtors have received authority to pay certain valid prepetition tax liabilities. The Debtors' investigation into their various tax liabilities is ongoing and, as a result, and certain claims for which the Debtors may ultimately determine they have no liability have been scheduled as "contingent" claims. The inclusion on Schedule E of such tax claims is not intended to be an acknowledgement of the validity, or priority of any such claim, and the Debtors reserve their right to challenge such claims on any ground whatsoever. Further, in the instances where, post-petition, the Debtors have paid a pre-petition liability in amounts that do not fully satisfy the pre-petition liability, the indebtedness reflected in the Schedules constitutes the pre-petition amount outstanding after any such post-petition payment. The Debtors reserve the right to object to any claim as satisfied.

25. **Schedule F.** The liabilities identified in Schedule F are derived from the Debtors' books and records, which may or may not, in fact, be completely accurate, but they do represent

a reasonable attempt by the Debtors to set forth their unsecured obligations. Accordingly, the actual amount of claims against the Debtors may vary from the represented liabilities. Parties in interest should not accept that the listed liabilities necessarily reflect the correct amount of any unsecured creditor's allowed claims or the correct amount of all unsecured claims. Similarly, parties in interest should not anticipate that recoveries in these cases will reflect the relationship of aggregate asset values and aggregate liabilities set forth in the Schedules and SOFAs. Parties in interest should consult their own professionals and/or advisors with respect to pursuing a claim. Although the Debtors and their professionals have generated financials the Debtors believe to be reasonable, actual liabilities (and assets) may deviate from the Schedules and SOFAs due to certain events that occur throughout the duration of these chapter 11 cases.

The claims listed on Schedule F arose or were incurred on various dates. In certain instances, the date on which a claim arose may be unknown or subject to dispute. Although reasonable efforts have been made to determine the date upon which claims listed in Schedule F was incurred or arose, fixing that date for each claim in Schedule F would be unduly burdensome and cost prohibitive and, therefore, the Debtors have not listed a date for each claim listed on Schedule F.

The amounts represented in Schedule F include all known liabilities and do not take in to consideration deducting amounts which may in the future be determined to qualify as administrative claims pursuant to section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all rights to dispute or challenge the validity of any asserted claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim.

Further, any open accounts payable amounts listed in Schedule F relate only to approved invoices and do not take into account any accrued or un invoiced liabilities.

26. **Schedule G**. While reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases, inadvertent errors, omissions, or over-inclusion may have occurred. Listing a contract, agreement or lease on Schedule G does not constitute an admission that such contract, agreement or lease is an executory contract or unexpired lease or that such contract or agreement was in effect on the Commencement Date or is valid or enforceable. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contracts, agreements, or leases set forth in Schedule G and to amend or supplement such Schedule as necessary. Further, any and all of the Debtors' rights, claims and causes of action with respect to the contracts, agreements and leases listed on Schedule G are hereby reserved and preserved.

The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, and supplemented from time to time by various amendments, restatements, waivers, letters, and other documents, instruments, and agreements which may not be listed therein. Certain of the contracts, agreements, and leases listed on Schedule G may contain renewal options, guarantees of payment, options to purchase, rights of first refusal, and other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth in Schedule G. Additionally, the Debtors may have entered into various other types of agreements in the ordinary course of their business, such as easements, rights of way, indemnity agreements, supplemental agreements, amendments/letter agreements, and confidentiality agreements. Such documents might not be set forth in Schedule G.

Each entry in Schedule G represents a separate executory contract or unexpired lease. However, in some instances, a single Debtor may have entered into multiple related contracts with a counterparty, which results in multiple related entries in a particular Schedule G.

The Debtors reserve all of their rights to dispute or challenge the characterization of the structure of any transaction, or any document or instrument related to a creditor's claim. The listing of any contract on Schedule G does not constitute an admission by the Debtors to the validity of any such contract. The Debtors reserve the right to dispute the effectiveness of any such contract listed on Schedule G or to amend Schedule G at any time to remove any contract.

Certain of the contracts, agreements, and leases listed on Schedule G might have been entered into by more than one of the Debtors. Contracts are listed with respect to the Debtor entities that are parties to the contracts per review of the contracts where possible.

In addition, a number of contracts listed in the Schedules and SOFAs are umbrella or master agreements that cover relationships with some or all of the Debtors. Where relevant, such agreements have been listed in the Schedules and SOFAs only of the Debtor that signed the original umbrella or master agreement. There also may be instances where other Debtor entities that are not parties to the contracts have been the primary entities conducting business in connection with these contracts. Moreover, in some cases it may have been impractical or impossible to determine which Debtor assumed the obligations of a contract entered into by a former legal entity. In such cases, the relevant contract information is listed in the Schedules for Crescent Resources.

Omission of a contract, agreement or lease from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. Schedule G may be amended at any time to add any omitted contract, agreement or lease.

The Debtors' rights under the Bankruptcy Code with respect to any such contracts or agreements are not impaired by the omission.

27. **Schedule H.** In the ordinary course of business, the Debtors are involved in pending and/or threatened litigation and claims arising out of the conduct of their businesses. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counterclaims against other parties. Because of the volume of such claims and because they are all contingent, unliquidated and disputed, they have not been set forth individually on Schedule H. In certain instances, a co-debtor on a claim or executory listed on the Schedules may not be listed on Schedule H.

28. **SOFA 3b.** In the interest of full disclosure, all payments to professionals in the 90 days preceding the Commencement Date have been listed in SOFA 3b, without consideration of evergreen retainers or other prepayments.

29. **SOFA 4b.** All employees of the Debtors are employed by Crescent Resources, LLC. In the ordinary course of business, the Debtors may be obligated to withhold amounts from the paychecks of various regular employees in connection with garnishment orders or other state law withholding orders. The Debtors believe that these amounts do not constitute property of the estate and, accordingly, are not responsive to this question. Moreover, out of concern for the confidentiality of the Debtors' employees, the Debtors have not listed any such garnishments in response to this question.

30. **SOFA 9.** The Debtors have listed all payments made within one year preceding the Commencement Date to bankruptcy professionals retained pursuant to orders entered by the Bankruptcy Court in SOFA 9. The Debtors have not verified that all such payments relate to debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy.

31. **SOFA 14.** Certain personal property of lessors may be on land of the Debtors, but in the possession of such lessors. Such property has been excluded from SOFA 14.

32. **SOFA 18.** The Debtors continue to research ownership of certain nondebtor affiliates not listed in their organizational chart. Such entities have been listed in SOFA 18a for Debtor Crescent Resources, LLC. Additionally, the Debtors continue to research whether any nondebtor affiliates constitutes single asset real estate for the purposes of SOFA 18a. The Debtors reserve the right to amend the Schedules and SOFAs as necessary and appropriate.

33. **SOFA 22b.** The Debtors do not maintain historical records of director and officer terminations or changes in status. As a result thereof, the Debtors have no archival records of directors or officers whose relationship with the Debtors terminated within the year preceding the Commencement Date. Despite such limitations, the Debtors have made their best efforts to respond to SOFA 22b and reserve their right to amend SOFA 22b as necessary and appropriate.

34. **Specific Notes.** These General Notes are in addition to the specific notes set forth in the individual Schedules and SOFAs. Disclosure of information in one Schedule, SOFA, exhibit, or continuation sheet, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedule, SOFA, exhibit or continuation sheet.

35. **Totals.** All totals that are included in the Schedules represent totals of the liquidated amounts for the individual schedule for which they are listed.

36. **Reservation of Rights and Exculpation.** The Debtors reserve all their rights to amend, modify, supply, correct, change or alter any part of the Schedules and SOFAs in all respects, as may be necessary or appropriate, including, but not limited to, the right to dispute or to assert offsets or defenses to any claim reflected on the Schedules as to amount, liability, or classification or to otherwise subsequently designate any claim as “disputed,” “contingent,” or

“unliquidated.” Any failure to designate a claim as “contingent,” “unliquidated,” or “disputed” does not constitute an admission by the Debtors that such claim is not “contingent,” “unliquidated,” or “disputed.” Furthermore, nothing contained in the Schedules shall constitute a waiver of the Debtors’ rights or an admission with respect to the chapter 11 cases and, specifically, with respect to any issues involving equitable subordination and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and other relevant nonbankruptcy laws to recover assets or avoid transfers. Moreover, although the Debtors may have scheduled claims of various creditors as priority claims, the Debtors reserve all rights to dispute or challenge the priority treatment of any such creditor’s claim (or portion thereof) of the characterization of the structure of any such transaction or any document or instrument related to such creditor’s claim. The Debtors and their agents, attorneys, and advisors do not guarantee or warrant the accuracy, completeness, or currentness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein. While reasonable effort has been made to provide accurate and complete information herein, inadvertent errors or omissions may exist. The Debtors and their agents, attorneys, and advisors expressly do not undertake any obligation to update, modify, revise, or re-categorize the information provided herein, or to notify any third party should the information be updated, modified, revised, or re-categorized. In no event shall the Debtors or its agents, attorneys, and advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or not and

however caused, even if the Debtors or their agents, attorneys, and advisors are advised of the possibility of such damages.

United States Bankruptcy Court

Western District Of Texas

In re Crescent 210 Barton Springs, LLC,
Debtor

Case No. 09-11504

Chapter 11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

| NAME OF SCHEDULE | ATTACHED (YES/NO) | NO. OF SHEETS | ASSETS | LIABILITIES | OTHER |
|---|-------------------|---------------|-----------------|---|--------|
| A - Real Property | Yes | 2 | \$ 2,602,468.96 | | |
| B - Personal Property | Yes | 4 | \$ 0.00 | | |
| C - Property Claimed as Exempt | Yes | 1 | | | |
| D - Creditors Holding Secured Claims | Yes | 1 | | \$ 0.00 | |
| E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E) | Yes | 2 | | \$ 0.00 | |
| F - Creditors Holding Unsecured Nonpriority Claims | Yes | 1 | | \$ 1,495,172,401.57 | |
| G - Executory Contracts and Unexpired Leases | Yes | 1 | | | |
| H - Codebtors | Yes | 2 | | | |
| I - Current Income of Individual Debtor(s) | No | | | | \$ N/A |
| J - Current Expenditures of Individual Debtors(s) | No | | | | \$ N/A |
| TOTAL | | 14 | \$ 2,602,468.96 | \$ 1,495,172,401.57 + Undetermined amounts | |

In re Crescent 210 Barton Springs, LLC,
 Debtor

Case No. 09-11504
 (If known)

SCHEDULE A – REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

| DESCRIPTION AND LOCATION OF PROPERTY | NATURE OF DEBTOR'S INTEREST IN PROPERTY | HUSBAND, WIFE, JOINT, OR COMMUNITY | CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION | AMOUNT OF SECURED CLAIM |
|--------------------------------------|---|------------------------------------|--|-------------------------|
| See attached rider | | | \$2,602,468.96 | |

| | |
|---------|-----------------|
| Total ▶ | \$ 2,602,468.96 |
|---------|-----------------|

(Report also on Summary of Schedules.)

SCHEDULE A - REAL PROPERTY

| DESCRIPTION AND LOCATION OF PROPERTY | NATURE OF DEBTOR'S INTEREST IN PROPERTY | HUSBAND, WIFE, JOINT, OR COMMUNITY | CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM | AMOUNT OF SECURED CLAIM |
|---|---|------------------------------------|---|--|
| Lot 5B, RESUBDIVISION OF LOT 5, T.L. SUBDIVISION NO. 1, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200200297 of the Official Public Records of Travis County, Texas. Project Name/File No. - Aqua Terra (Austin Condo Project Site) TX001.0 | Fee Simple | | \$2,602,468.96 | Property is pledged to secure the Senior Secured Credit Facility |

Total \$2,602,468.96

Note: To the extent that the information on Schedule A, including, but not limited to the properties listed and the related address and tax account information, varies from the information contained in a Debtor's voluntary petition with respect to the location of the Debtor's principal assets, Schedule A shall control.

In re Crescent 210 Barton Springs, LLC,
 Debtor

Case No. 09-11504
 (If known)

SCHEDULE B – PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an “x” in the appropriate position in the column labeled “None.” If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an “H,” “W,” “J,” or “C” in the column labeled “Husband, Wife, Joint, or Community.” If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person’s name and address under “Description and Location of Property.” If the property is being held for a minor child, simply 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 and Fed. R. Bankr. P. 1007(m).

| TYPE OF PROPERTY | N O N E | DESCRIPTION AND LOCATION OF PROPERTY | H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y | CURRENT VALUE OF DEBTOR’S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION |
|--|------------------|---|--|---|
| 1. Cash on hand. | X | | | |
| 2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives. | X | | | |
| 3. Security deposits with public utilities, telephone companies, landlords, and others. | X | | | |
| 4. Household goods and furnishings, including audio, video, and computer equipment. | X | | | |
| 5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles. | X | | | |
| 6. Wearing apparel. | X | | | |
| 7. Furs and jewelry. | X | | | |
| 8. Firearms and sports, photographic, and other hobby equipment. | X | | | |
| 9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each. | X | | | |
| 10. Annuities. Itemize and name each issuer. | X | | | |

In re Crescent 210 Barton Springs, LLC,
 Debtor

Case No. 09-11504
 (If known)

SCHEDULE B – PERSONAL PROPERTY
 (Continuation Sheet)

| TYPE OF PROPERTY | N O N E | DESCRIPTION AND LOCATION OF PROPERTY | HUSBAND, WIFE, JOINT, OR COMMUNITY | CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION |
|---|------------------|---|---------------------------------------|---|
| 11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).) | X | | | |
| 12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars. | X | | | |
| 13. Stock and interests in incorporated and unincorporated businesses. Itemize. | X | | | |
| 14. Interests in partnerships or joint ventures. Itemize. | X | | | |
| 15. Government and corporate bonds and other negotiable and nonnegotiable instruments. | X | | | |
| 16. Accounts receivable. | X | | | |
| 17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars. | X | | | |
| 18. Other liquidated debts owed to debtor including tax refunds. Give particulars. | X | | | |
| 19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property. | X | | | |
| 20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust. | X | | | |

In re Crescent 210 Barton Springs, LLC,
 Debtor

Case No. 09-11504
 (If known)

SCHEDULE B – PERSONAL PROPERTY
 (Continuation Sheet)

| TYPE OF PROPERTY | N O N E | DESCRIPTION AND LOCATION OF PROPERTY | HUSBAND, WIFE, JOINT, OR COMMUNITY | CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION |
|---|------------------|---|---------------------------------------|---|
| 21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each. | X | | | |
| 22. Patents, copyrights, and other intellectual property. Give particulars. | X | | | |
| 23. Licenses, franchises, and other general intangibles. Give particulars. | X | | | |
| 24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes. | X | | | |
| 25. Automobiles, trucks, trailers, and other vehicles and accessories. | X | | | |
| 26. Boats, motors, and accessories. | X | | | |
| 27. Aircraft and accessories. | X | | | |
| 28. Office equipment, furnishings, and supplies. | X | | | |
| 29. Machinery, fixtures, equipment, and supplies used in business. | X | | | |
| 30. Inventory. | X | | | |
| 31. Animals. | X | | | |
| 32. Crops - growing or harvested. Give particulars. | X | | | |
| 33. Farming equipment and implements. | X | | | |
| 34. Farm supplies, chemicals, and feed. | X | | | |

In re Crescent 210 Barton Springs, LLC,
 Debtor

Case No. 09-11504
 (If known)

SCHEDULE B – PERSONAL PROPERTY
 (Continuation Sheet)

| TYPE OF PROPERTY | N O N E | DESCRIPTION AND LOCATION OF PROPERTY | HUSBAND, WIFE, JOINT, OR COMMUNITY | CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION |
|--|------------------|---|---------------------------------------|---|
| 35. Other personal property of any kind not already listed. Itemize. | X | | | |

3 continuation sheets attached Total ►

\$ 0.00

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

In re Crescent 210 Barton Springs, LLC,
Debtor

Case No. 09-11504
(If known)

SCHEDULE C – PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:

(Check one box)

11 U.S.C. § 522(b)(2)

11 U.S.C. § 522(b)(3)

Check if debtor claims a homestead exemption that exceeds \$136,875.

| DESCRIPTION OF PROPERTY | SPECIFY LAW PROVIDING EACH EXEMPTION | VALUE OF CLAIMED EXEMPTION | CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION |
|-------------------------|--------------------------------------|----------------------------|---|
| Not Applicable | | | |

In re Crescent 210 Barton Springs, LLC,
Debtor

Case No. 09-11504
(if known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, 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. and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an “X” in the column labeled “Codebtor,” include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an “H,” “W,” “J,” or “C” in the column labeled “Husband, Wife, Joint, or Community.”

If the claim is contingent, place an “X” in the column labeled “Contingent.” If the claim is unliquidated, place an “X” in the column labeled “Unliquidated.” If the claim is disputed, place an “X” in the column labeled “Disputed.” (You may need to place an “X” in more than one of these three columns.)

Total the columns labeled “Amount of Claim Without Deducting Value of Collateral” and “Unsecured Portion, if Any” in the boxes labeled “Total(s)” on the last sheet of the completed schedule. Report the total from the column labeled “Amount of Claim Without Deducting Value of Collateral” also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled “Unsecured Portion, if Any” on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

| CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER <i>(See instructions above.)</i> | CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY | DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN | CONTINGENT | UNLIQUIDATED | DISPUTED | AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL | UNSECURED PORTION, IF ANY |
|--|--|--|------------|--------------|----------|---|---------------------------|
| ACCOUNT NO. | | | | | | | |
| | | VALUE \$ | | | | | |
| ACCOUNT NO. | | | | | | | |
| | | VALUE \$ | | | | | |
| ACCOUNT NO. | | | | | | | |
| | | VALUE \$ | | | | | |
| Subtotal ► (Total of this page) | | | | | | \$ 0.00 | \$0.00 |
| Total ► (Use only on last page) | | | | | | \$ 0.00 | \$0.00 |

(Report also on Summary of Schedules.) (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

0 continuation sheets attached

In re Crescent 210 Barton Springs, LLC,
DebtorCase No. 09-11504
(if known)**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, 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. and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

Domestic Support Obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

In re Crescent 210 Barton Springs, LLC,
Debtor

Case No. 09-11504
(if known)

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,400* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

Deposits by individuals

Claims of individuals up to \$2,425* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

Taxes and Certain Other Debts Owed to Governmental Units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

Commitments to Maintain the Capital of an Insured Depository Institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

Claims for Death or Personal Injury While Debtor Was Intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

In re Crescent 210 Barton Springs, LLC,
Debtor

Case No. 09-11504
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, 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. and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

| CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i> | CODEBTOR | HUSBAND, WIFE, JOINT, OR COMMUNITY | DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE. | CONTINGENT | UNLIQUIDATED | DISPUTED | AMOUNT OF CLAIM |
|--|----------|------------------------------------|--|------------|--------------|----------|---|
| ACCOUNT NO. Bank of America Bank of America Corporate Center 100 N. Tryon St Charlotte, NC 28255 | | | Guaranty arising under the Prepetition Credit Agreement | X | X | | \$1,495,168,000.00 |
| ACCOUNT NO. STAHL, BERNAL & DAVIES LLP 7320 N MOPAC, SUITE 211 AUSTIN, TX 78731 | | | General Trade Payable | | | | \$1,409.70 |
| ACCOUNT NO. URBAN DESIGN GROUP 3660 STONERIDGE RD, STE E101 AUSTIN, TX 78746 | | | General Trade Payable | | | | \$326.86 |
| ACCOUNT NO. WELLS FARGO AUTO FINANCE INC PO BOX 60966 LOS ANGELES, CA 90060-0966 | | | General Trade Payable | | | | \$2,665.01 |
| Subtotal ▶ | | | | | | | \$ 1,495,172,401.57 |
| Total ▶ | | | | | | | \$ 1,495,172,401.57 + Undetermined amounts |

0 continuation sheets attached

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

In re Crescent 210 Barton Springs, LLC,
 Debtor

Case No. 09-11504
 (if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, 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. and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

| NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT. | DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT. |
|---|---|
| HSD - Lakeway Holdings, Inc 2101 Lakeway Blvd. Suite 205 Austin, TX 78734 | Sales Agreement Purchase and Sale Agreement with HSD - Lakeway Holdings, Inc |
| | |
| | |
| | |
| | |
| | |
| | |

In re Crescent 210 Barton Springs, LLC,
Debtor

Case No. 09-11504
(if known)

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, 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. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

| NAME AND ADDRESS OF CODEBTOR | NAME AND ADDRESS OF CREDITOR |
|------------------------------|------------------------------|
| See attached rider | |

Schedule H - Co-Debtors

| Name and Address of Co-Debtor | Name and Address of Creditor |
|--|---|
| See footnote below for Co-Debtor information | Bank of America Bank of America Corporate Center 100 N. Tryon St Charlotte, NC 28255 |

The following entities are co-debtors on the instrument: 1780, LLC; Ballantyne Properties, LLC; Bartram Crescent Development, LLC; Black Forest On Lake James, LLC; Bridgewater Lakeland Developers, LLC; Brooksville East Developers, LLC; Camp Lake James, LLC; Carolina Centers LLC; Carolina Centers, LLC; Chapel Cove At Glengate, LLC; Citall Development, LLC; Clean Water Of Nc, LLC; Cit Development, LLC; Club Capital, LLC; Club Enterprises, LLC; Club Villas Developers, LLC; Colbert Lane Commercial, LLC; Cornerstone Plaza, LLC; Crescent 210 Barton Springs, LLC; Crescent Communities N.C., LLC; Crescent Communities Realty, LLC; Crescent Communities S.C., LLC; Crescent Holdings, LLC; Crescent Lakeway Management, LLC; Crescent Lakeway, LLC; Crescent Land & Timber, LLC; Crescent Multifamily Construction, LLC; Crescent Potomac Greens, LLC; Crescent Potomac Plaza, LLC; Crescent Potomac Properties, LLC; Crescent Potomac Yard Development, LLC; Crescent Potomac Yard, LLC; Crescent Realty Advisors, LLC; Crescent Realty, LLC; Crescent River, LLC; Crescent Rough Hollow, LLC; Crescent Southeast Club, LLC; Crescent Twin Creeks, LLC; Crescent Yacht Club, LLC; Crescent/Arizona, LLC; Crescent/Florida, LLC; Crescent/Georgia, LLC; Crescent/Rgi Capital, LLC; Falls Cove Development, LLC; Fp Real Estate One, L.L.C.; Grand Haven Developers, LLC; Grand Woods Developers, LLC; Green Fields Investments, LLC; Gulf Shores Waterway Development, LLC; Hammock Bay Crescent, LLC; Hampton Lakes, LLC; Hampton Ridge Developers, LLC; Hawk'S Haven Developers, LLC; Hawk'S Haven Golf Course Community Developers, LLC; Hawk'S Haven Joint Development, LLC; Hawk'S Haven Sponsor, LLC; Headwaters Development Limited Partnership; Hidden Lake Crescent, LLC; Lake George Developers, LLC; Landmar Group, LLC; Landmar Management, LLC; Lighthouse Harbor Developers, LLC; May River Forest, LLC; May River Golf Club, LLC; Mcninch-Hill Investments, L.L.C.; Milford Estates, LLC; New Riverside, LLC; Nine Corporate Centre Holding Company, LLC; North Hampton, LLC; Old Wildlife Club, LLC; Oldfield, LLC; Osprey Development, LLC; Palmetto Bluff Club, LLC; Palmetto Bluff Development, LLC; Palmetto Bluff Investments, LLC; Palmetto Bluff Lodge, LLC; Palmetto Bluff Real Estate Company, LLC; Palmetto Bluff Uplands, LLC; Panama City Development, LLC; Park/Marsh, LLC; Parkside Development, LLC; Piedmont Row Development, LLC; River Paradise, LLC; Roberts Road, LLC; Sailview Properties, LLC; Seddon Place Development, LLC; Springfield Crescent, LLC; Stonewater Bay Properties, LLC; Stratford On Howard Development, LLC; Sugarloaf Country Club, LLC; Sugarloaf Properties, LLC; Sugarloaf Realty, LLC ; The Farms, LLC; The Oldfield Realty Company, LLC; The Parks At Meadowview, LLC; The Parks Of Berkeley, LLC; The Point On Norman, LLC; The Ranch At The Rim, LLC; The Reserve, LLC; The Retreat On Haw River, LLC; The River Club Realty, LLC; The River Country Club, LLC; The Sanctuary At Lake Wylie, LLC; Trout Creek Developers, LLC; Tussahaw Development, LLC; Twin Creeks Holdings, Ltd.; Twin Creeks Management, LLC; Twin Creeks Operating Co., Lp; Twin Creeks Property, Ltd.; Two Lake Pony Farm, LLC; Winding River, LLC; And Crescent Resources, LLC.

In re Crescent 210 Barton Springs, LLC,
Debtor (if known)

Case No. 09-11504 (CAG)
(if known)

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date _____

Signature: _____
Debtor

Date _____

Signature: _____
(Joint Debtor, if any)

[If joint case, both spouses must sign.]

DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

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 by that section.

Printed or Typed Name and Title, if any,
of Bankruptcy Petition Preparer

Social Security No.
(Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs this document.

Address

X _____
Signature of Bankruptcy Petition Preparer

Date

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 signed 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.

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

I, the _____ Secretary and Treasurer [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the _____ corporation [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets (Total shown on summary page plus 1), and that they are true and correct to the best of my knowledge, information, and belief.

Date 7/27/2009

Signature: /s/ Kevin H. Lambert

Kevin H. Lambert, Secretary and Treasurer
[Print or type name of individual signing on behalf of debtor.]

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

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.