

IN THE CHANCERY COURT FOR CUMBERLAND COUNTY, TENNESSEE
THIRTEENTH JUDICIAL DISTRICT, AT CROSSVILLE

TENNESSEE REGULATORY AUTHORITY)
)
Petitioner,)
)
)
)
v. >
)
LAUREL HILLS CONDOMINIUMS)
PROPERTY OWNERS ASSOCIATION)
)
Respondent.)

No. 2012-CH-560
Chancellor Thurman
Date 5-27 2016 at 8:10 AM
FILED
Entered: _____
SUE TOILETT, CLERK & MASTER
Cumberland County, Crossville, TN
BY ST

RECEIVER'S FOURTH REPORT, MOTION FOR APPROVAL OF FEES AND
EXPENSES AND INTERIM TAXATION OF COSTS

Robert E. Moore, Jr., Attorney and Chief Operations Officer of Receivership Management, Inc. [hereinafter the Receiver], the court appointed Receiver of the Laurel Hills water system [hereinafter the "LHWS"] previously controlled by Laurel Hills Condominiums Property Owners Association [hereinafter the "Laurel Hills Condominiums POA"], submits the Receiver's Fourth Report and moves this Honorable Court for an order approving the fees and expenses presented for payment by the Receiver, and for an interim taxation of costs.

1. On October 26, 2015, the Plaintiff, the Tennessee Regulatory Authority [hereinafter the "TRA" or the "Authority"] filed a Motion for Appointment of Receiver in the above-styled action. Said motion was granted that same day, and, pursuant to Tenn. Code Ann. §§ 65-3-105 and 29-1-101, the Court appointed Receivership Management, Inc. as Receiver of the Laurel Hills Water System by order dated October 26, 2015.¹

¹ This order was amended on April 21, 2016, but Receivership Management, Inc. continues to be the court-appointed receiver for the Laurel Hills Water System. See ¶ 10, infra.

2. The Receiver filed its first report with the Cumberland County Clerk and Master on December 12, 2015, in which it provided the Court with financial and operational information for the LHWS, summarized the Receiver's activities regarding the system, and detailed some of the legal issues involving control of the water system properties in question. The Receiver filed its second and third report with the Cumberland County Clerk and Master on February 24, 2016 and March 28, 2016, respectively, in which it provided the Court with additional financial and operational information, summarized the Receiver's activities regarding the system, and detailed some of the continuing legal issues involving control of the water system properties in question.

Receiver's Activity Report & Operational Status of the LHWS

3. Since the filing of these reports, representatives of the Receiver, Robert E. Moore, Jr. and G. Everett Sinor, Jr., have focused on the basic operations of the system, dealing with the numerous administrative issues that have arisen surrounding this receivership, and formulating a plan for the receivership estate.

4. The Receiver's contract engineer, Mr. Gerald Williams, has continued to find leaks in the LHWS. This email was received from Mr. Williams on April 20, 2016:

Rob: I have been looking for a leak on the Mountain for about 3 weeks and I finally located it late yesterday evening on one of the back roads that feeds down the Mountain. The guys from Crab Orchard met me up there this morning and we dug it out and repaired it. It was a bell gasket leaking and I estimate it was leaking around 5-6 gpm. This translates to over 200,000 gallons per month. We still have a couple small ones 2-3 gpm somewhere and the constant 4 gpm in the Cumberland Point area which I think may be plumbing leaks in the units.

The cost to repair the leak was \$349.78; the work was performed by the Crab Orchard Utility District. Mr. Williams has informed the Receiver that, as of April 30, 2016, the LHWS is leaking approximately 15 gallons of water per minute, with approximately 4.2 gallons of water per minute of that leak being identified as leaking somewhere in the

Cumberland Pointe condominiums development. In other words, the LHWS continues to leak a tremendous percentage of the water it is purchasing from the Crab Orchard Utility District. Mr. Williams continues to search out new leaks in the LHWS for repair.

5. The Receiver has continued in its efforts to procure the most basic forms of insurance for the LHWS. One quote, for general liability coverage only from CNA, was received by the receiver on May 9, 2016. That policy was bound that same day. The total annual premium is \$15,157.00. Payment terms are 25% deposit down (\$3789.25), and 9 monthly installments of \$1263.08.

6. An extension was filed with the Internal Revenue Service for the filing and payment of 2015 federal income taxes.

7. Since the institution of the receivership, an effort has been made to determine all of the physical addresses for persons receiving water from the LHWS. This has required Mr. Williams, in some cases, going residence to residence to determine which billing address matches which physical address. After completion of that project, the following was determined:

- a. There were 122 initial total billed and paying customers when the receivership estate was instituted. This included 84 Cumberland Pointe condominium units (billed together with 1 invoice), 8 Woodbridge condominium units (billed separately), and 30 other billed customers;
- b. As discussed herein, this Honorable Court permitted a new tap onto the LHWS by Eagles' Nest, LLC, raising the total billed and paying customers to 123;
- c. There are 5 units that had been receiving water service from LHWS but which had not been billed for such service. Since this time, the LHWS has started billing these 5 units, raising the total billed customers to 128;

- d. There are 6 units that have access to LHWS water, but are not being billed and are vacant. The Receiver's proposed emergency rates, currently pending with the Authority, would require those units to pay the newly-established rate, but these units are not being billed at this time;
- e. There are 2 units that have access to LHWS water, but have operating wells on their property and are not billed by the LHWS. The Receiver's proposed emergency rates do not contemplate this situation, but the Receiver will discuss these 2 units at the Authority's rate hearing;
- f. There are 8 total units in the Laurel Hills Condominium development that were initially not being billed for LHWS water service. Mr. Mike McClung informed Mr. Robert Moore in December of 2015 that "[w]e have not used any water in over three years." However, just recently, Mr. McClung asked that water service be re-instituted for 3 units within the Laurel Hills Condominium development. Mr. Moore indicated to him that service would start on May 1, 2016 for those 3 units, and that he would be billed for those 3 units. Once that service starts, the number of billed customers will rise to 131. The Receiver's proposed emergency rates, currently pending with the Authority, would require those other 5 units to pay the newly-established rate, but these 5 units are not being billed at this time.

8. As noted above, since the filing of the Receiver's third report, the Eagles' Nest, LLC development has tapped onto the LHWS main line, and is able to receive water from the LHWS. Eagles' Nest, LLC paid \$2480.96 to LHWS for this privilege, with \$1000.00 being paid as a tap fee, and the remainder being held on its account with LHWS;

9. Randal R. Boston, Esq., on behalf of Cumberland County, Tennessee, sent a letter to the Authority, dated April 5, 2016, expressing the county's "desire and need to place One (1) to Two (2) communication antennas on the tower located on Renegade Mountain." Mr. Sinor, on behalf of the Receiver, provided a response letter to Mr. Boston on April 22, 2016, in which he indicated that the Receiver has not been granted fee simple rights to the tower by Moy Toy, LLC, and that the Receiver's use of the water tower was limited by the restrictions and the reversionary interest contained in the quitclaim deed. Mr. Boston then responded on May 4, 2016, reiterating his client's position. Copies of these three (3) letters are attached hereto as Collective Exhibit A, and are incorporated herein by reference;

10. S. Roger York, Esq., on behalf of the Crab Orchard Utility District [hereinafter the COUD], sent a letter to the Authority, dated April 25, 2016. In that letter, Mr. York provided his client's position on taking over the LHWS. Generally, Mr. York expressed the following:

- a. COUD would take over "the entire water system" and provide "good potable water to all residents";
- b. The Authority would be required to pay COUD Five Hundred Thousand Dollars (\$500,000.00); and,
- c. The State of Tennessee would be required to "warrant the transfer of all property right to Crab Orchard Utility District in regards to the [] water system."

A copy of Mr. York's letter is attached hereto as Exhibit B and is incorporated herein by reference. The Authority has not responded to Mr. York to the Receiver's knowledge.

Amendment of Order Appointing Receiver

11. As this Honorable Court is aware, the Authority filed a Motion to Alter or Amend the original Order Appointing Receiver, entered in the above-styled matter on October 26, 2015, the purpose of which was to alter language regarding the recoupment of monies paid by the Authority to the Receiver that had been taxed on an interim basis as costs. That motion was argued on April 7, 2016, and the Court ruled from the bench in favor of the Authority on that day. An amended Order Appointing Receiver was entered by the Court on April 21, 2016. The Court had previously denied the Authority's Motion for Clarification that was referenced in the Receiver's third report.

Financial Information

12. As noted above, as of May 1, 2016, there will be one hundred thirty-one (131) billed water system customers, who are invoiced \$33.10 per month, consistent with the TRA applied rate. There are five (5) LHWS billed customers who consistently do not pay their water bill. As of April 30, 2016, there was an accounts receivable balance of \$4171.00. A copy of the Accounts Receivable Aging Summary, calculated as of the end of April, 2016, is attached hereto as Exhibit C and is incorporated herein by reference.

13. On a cash basis, LHWS had a net loss in March 2016 of \$2933.08, and a net gain in April 2016 of \$624.38. See Collective Exhibit D, attached hereto and incorporated herein by reference. As of April 30, 2016, LHWS had a \$4986.52 balance in its main operating account. See Collective Exhibit E, attached hereto and incorporated herein by reference.

14. **The LHWS lacks the cash to meet current obligations.** The general liability insurance deposit payment noted above² will leave only \$644.17 in the LHWS's bank account as of May 13, 2016. However, the LHWS currently owes Crab Orchard Utility District \$3777.76 for wholesale water—this balance will escalate to \$4121.98 if not paid by

² As noted above, the deposit amount is \$3789.25.

May 15, 2016. A past due balance with Lansford & Stephens for accounting services, as well as a past due balance with Mr. Gerald Williams for engineering services, has been included below in the "Fees and Expenses for Receiver" section of this report, which the Receiver believes is permitted by the Amended Order Appointing Receiver.

Emergency Rate Petition Filed with the Authority

15. During the month of May, 2016, the Receiver anticipates spending a considerable amount of time dealing with issues in the emergency rate filing case that was filed with the Authority on January 28, 2016.³ That matter was continued by the Authority from its April 2016 hearing date and was heard on May 9, 2016.

16. As previously reported, opposition to the Receiver's emergency petition was received by the customers of the LHWS, and filed by the Attorney General, with the focus on receivership costs and expenses. Given the Court's ruling on the Authority's Motion to Alter or Amend the Order Appointing Receiver, the Attorney General withdrew his motion to dismiss options (a) and (b) (whereby receivership costs and expenses are to be included in the rate). The Attorney General filed an amended statement of position which continued to express concern about receivership costs and expenses being borne by the customers of the LHWS.

17. At the May 9, 2016 rate hearing before the Authority, evidence was provided by the Receiver as to a temporary, emergency rate. The Attorney General, as an intervenor in that action, argued for the disallowance of certain costs incurred by the receivership estate. On motion of Chairman Herbert H. Hilliard, the Authority unanimously moved to recommend to this Honorable Court Option (a), contained in Exhibit D-1 to the emergency

³ A copy of the filing can be found at Exhibit E to the Receiver's Second Report, filed with this Honorable Court on February 24, 2016.

rate petition.⁴ That option provides for the Authority to absorb all losses of the LHWS up until the institution of the new rate, but for the customers of the LHWS to absorb all costs of the LHWS, including receivership costs, after the institution of the new rate. The Receiver intends to file a motion with this Honorable Court later this month to seek the institution of an emergency rate.

Ownership and Control of Water System Properties in Question

18. On April 11, 2016, the Receiver obtained an original assignment and bill of sale from the Respondent, the Laurel Hills Condominiums POA, dated April 5, 2016. A copy of the assignment and bill of sale is attached hereto as Exhibit F and is incorporated herein by reference. The assignment and bill of sale does not appear to comport with the settlement agreement entered into by and between the Authority and the Laurel Hills Condominiums POA, as the schedules attached to each are different. The continuing failure of the Defendant, Laurel Hills Condominiums POA, to fulfill its obligations under its settlement agreement with the Authority is frustrating the efforts of the Receiver to rehabilitate the LHWS and operate the water system as intended.

19. As previously reported, rights to the water tower and parcel have been conveyed to the Receiver, said rights having been conveyed on March 2, 2016 via a quitclaim deed, and an irrevocable license has been executed by Moy Toy, LLC, conveying to Laurel Hills Condominiums POA certain licensure rights to the LHWS, including the ability to “use[] said land for the operation of a water distribution system consisting of all existing water transmission lines, water service lines, water meters, valves, pumping stations, and related appurtenances ...”. The Attorney General has expressed concern that Laurel Hills Condominiums POA has not fully complied with the Settlement Agreement with respect to the conveyance of the water tower and parcel. Specifically, the Attorney

⁴ Id.

General has expressed concern that only the water tower parcel, and not the water tower itself, has been conveyed to the Receiver.

20. Since the filing of the Receiver's third report, additional potential issues concerning proper titling of the LHWS have been raised by Renegade Mountain residents, including the following:

- a. Mr. John Moore, a Renegade Mountain resident, has expressed concern that approximately 2/3 of the supply line running up Renegade Mountain is on land owned by Terra Mountain Holdings, LLC. He claims that when Moy Toy, LLC created the conservation easement and conveyed the land to Terra Mountain, there was no exclusion for the water system. Thus, he claims that Terra Mountain may claim an interest in the LHWS supply pipes on its land.
- b. Mr. John Moore further expresses concern that the assignment and bill of sale may only give the receiver rights to the LHWS on platted land. He claims that there are 3 areas on the main line, owned by Moy Toy, that are on unplatted land, and that, therefore, the Receiver may not have the rights to the LHWS in those 3 areas. There does not appear to be a distinction made between platted and unplatted lots on the assignment and bill of sale or the settlement agreement; however, the irrevocable license agreement limits Laurel Hills Condominiums POA's rights to some plats described therein.
- c. Mr. John Moore further claims that there are 555 lots further down the mountain and beyond the end of the current LHWS main line that are "landlocked". Of these 555 lots, approx. 455 lots were sold as "membership lots", i.e., lots that are approx. 1/4 acre that were sold to

members so that they could obtain ski, golf, and lodge privileges. He claims that the remaining approximately 100 lots are between 5/8 to 3/4 of an acre, and were sold as "building lots". Mr. John Moore claims that all 555 lots were "platted", but that the road into the developed land is "unplatted", and thus there may be a limit on the development, which would prevent the LHWS from having newer customers on these lots.

21. Given the uncertainty concerning proper title to the LHWS, on April 12, 2016, Mr. Sinor sent a letter to counsel for Moy Toy, LLC, Gregory C. Logue, Esq. A copy of that letter is attached hereto as Exhibit G and is incorporated herein by reference. In his letter, Mr. Sinor asked numerous questions about the ability of the LHWS to operate and expand the LHWS, and whether Moy Toy or any other party intended to assert any rights which might prevent such operation or expansion. Mr. Sinor has yet to receive a response to this letter. Mr. Sinor also tried to contact Mr. Logue by telephone on April 22, 2016 to follow up on the request, but Mr. Logue has not returned that telephone call. The failure of Moy Toy, LLC to respond to Mr. Sinor's request for information is frustrating the efforts of the Receiver to rehabilitate the LHWS and operate the water system as intended.

Accounting

22. The Order Appointing Receiver, as amended on April 21, 2016 [hereinafter the "Amended Order Appointing Receiver"], entered in the above-styled action provides that the Receiver shall "make an accounting to the Court no less frequently than semi-annually. The report shall include the Receiver's opinion as to the likelihood that additional action under T.C.A. § 65-3-105 and/or §§ 29-1-101, et seq., will be necessary".⁵ At some point in the next month, the Receiver anticipates providing to the Court such an accounting, along

⁵ Amended Order Appointing Receiver, entered April 21, 2016, at ¶ 12, p. 6.

with its opinion as to the likelihood that additional action under the cited statutes is necessary.

Plan of Receivership

23. On March 23, 2016, Messrs. Moore and Sinor met with representatives of the Authority and the Consumer Advocate and Protection Division of the Attorney General and Reporter's Office [hereinafter the Attorney General]. The purpose of the meeting was to discuss the financial, operational and legal issues being dealt with by the LHWS, and to develop the beginnings of a plan of receivership. The meeting was fruitful, and many ideas were discussed; however, it appears that there are a limited number of options to move the LHWS into a sustainable, reliable water system serving the residents on Renegade Mountain.

24. The Receiver called a meeting with Mr. John Moore and Mr. Wendell Harkleroad, which was held on May 5, 2016, to discuss different options for proceeding with the receivership estate. In that meeting, comments and suggestions were solicited, and Mr. Robert Moore conveyed some of the operational, financial and legal issues which have hindered the receivership estate thus far. A community meeting with the customers of the LHWS to convey the Receiver's intentions on how to proceed with the LHWS has been set for May 27, 2016, at 6:00 p.m., the Friday before the Memorial Day holiday weekend.

25. The Amended Order Appointing Receiver further provides that the Receiver "shall prepare a plan" if it determines "that reorganization, consolidation, conversion, merger, dissolution, liquidation or other transformation of Laurel Hills' water system is appropriate."⁶ In its next report, the Receiver anticipates providing to the Court such a plan, so as to provide the Court with the Receiver's recommendation as to how the receivership should proceed.

⁶ Id., at ¶ 15, p. 7.

Fees and Expenses of Receiver

26. Pursuant to the Amended Order Appointing Receiver, compensation for the Receiver is payable from funds or assets of the LHWS, if such funds are available. If the funds or assets of the LHWS are not available to pay Receivership fees and costs, then those fees and costs are to be taxed as interim court costs to be paid by the Authority. The Receiver is to submit invoices to the Authority on a monthly basis for approval. These invoices are reviewed and paid after approval of the Authority and the Court, through interim taxation of costs, if necessary.⁷

27. As shown in Collective Exhibit H, attached hereto and incorporated herein by reference, Mr. Robert E. Moore, Jr, Chief Operations Officer of the Receiver, and other persons at the Receiver's office, including Ms. Jeanne Bryant, Mr. Cody Smith, Mr. Billy Spaulding and Ms. Jere Cowan, performed work for this Receivership for the period of March 1, 2016 through March 31, 2016 in the amount of \$3127.19.⁸ Those working on contract for the Receiver under Mr. Moore (Mr. Sinor) have performed work for the Receivership and have incurred fees and expenses as shown in Collective Exhibit H for the period March 1, 2016 through March 31, 2016 in the amount of \$7300.95.

28. As further shown in Collective Exhibit H, attached hereto and incorporated herein by reference, Mr. Robert E. Moore, Jr, Chief Operations Officer of the Receiver, and other persons at the Receiver's office, including Ms. Jeanne Bryant, Mr. Cody Smith, Mr. Billy Spaulding and Ms. Jere Cowan, performed work for this Receivership for the period of April 1, 2016 through April 30, 2016 in the amount of \$1464.37.⁹ Those working on

⁷ Id., at ¶ 10, pp. 4-6.

⁸ This figure includes normal overhead and operating costs and expenses, charged by Receivership Management, Inc., for the period of March 1, 2016 through March 31, 2016, which total \$893.54.

⁹ This figure includes normal overhead and operating costs and expenses, charged by Receivership Management, Inc., for the period of April 1, 2016 through April 30, 2016, which total \$228.07.

contract for the Receiver under Mr. Moore (Mr. Sinor) have performed work for the Receivership and have incurred fees and expenses as shown in Collective Exhibit H for the period April 1, 2016 through April 30, 2016 in the amount of \$3965.02.

29. As further shown in Collective Exhibit H, attached hereto and incorporated herein by reference, Mr. Gerald Williams, contract engineer for the LHWS, and Lansford & Stephens, contract accountant for the LHWS, have performed services for the LHWS and currently have past due balances. Those balances are as follows:

- a. Mr. Gerald Williams: \$2500.00
- b. Lansford & Stephens: \$1480.00

30. The Authority has determined these fees, costs and expenses to be reasonable, appropriate and necessary for the services rendered for the Receivership, and, thus, these fees, costs and expenses have been approved for payment by the Authority. *See* Affidavit of Shiva K. Bozarth, Chief Counsel, Compliance Division for the Tennessee Regulatory Authority, attached hereto as Exhibit I and incorporated herein by reference; *see also* Affidavit of Robert E. Moore, Jr., attached hereto as Exhibit J and incorporated herein by reference.

31. The billings so reviewed, and for which Court approval is sought, are as follows:

- a. Invoices for Robert E. Moore, Jr. and others at the Receiver for March of 2016: \$3127.19;
- b. Invoices for those working under Mr. Moore for March of 2016: \$7300.95;
- c. Invoices for Robert E. Moore, Jr. and others at the Receiver for April of 2016: \$1464.37;
- d. Invoices for those working under Mr. Moore for April of 2016: \$3965.02;
- e. Past due balance for Gerald Williams: \$2500.00;

f. Past due balance for Lansford & Stephens: \$1480.00.

32. At present, and based upon initial review by the Receiver, there do not exist sufficient assets, over and above what is needed for operations of Laurel Hills Water System for the Laurel Hills Water System Receivership estate to pay the above-referenced fees and expenses. *See Moore Affidavit, Exhibit J.* Accordingly, as provided in the Court's Amended Order Appointing Receiver, request is made for the interim taxation of costs to the Tennessee Regulatory Authority in the amount of those fees and expenses.

33. In the Amended Order Appointing Receiver, a procedure is set forth in paragraph 10 whereby the Receiver submits to this Honorable Court for approval its fees and expenses. If no opposition is filed within ten (10) calendar days of the filing of this Motion, the Court shall order the approval of the fees and expenses and tax them as costs, if necessary, absent question raised by the Court upon its review. Submitted herewith is a proposed Order Granting Motion for Approval of Fees and Expenses and Interim Taxation of Costs for the Court's consideration if no opposition is filed.

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Motion for Approval of Fees and Expenses and Interim Taxation of Costs

Accordingly, the Receiver respectfully **MOVES** this Court for an order approving the payment of fees and expenses as set forth in the aggregate amount of \$19,837.53, and further **MOVES** this Court to tax costs to the Authority on an interim basis in said aggregate amount.

Respectfully Submitted,

Laurel Hills Water System in Receivership

By: 

Robert E. Moore, Jr. (BPR#013600)
Chief Operations Officer
Receivership Management Inc.
1101 Kermit Drive, Suite 735
Nashville, Tennessee 37217
615-370-0051 (Phone)
615-373-4336 (Facsimile)
rmoore@receivermgmt.com (Email)
*Court Appointed Receiver for
Laurel Hills Water System*

*By J. P. [unclear]
17/Perm [unclear]
granted 5/19/16*



G. Everett Sinor, Jr. (BPR#017564)
Attorney at Law
Counsel for Receivership Management, Inc.
3504 Robin Road
Nashville, Tennessee 37204
615-969-9027 (Phone)
Everett.Sinor@gmail.com (Email)

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing report and motion has been served upon the parties hereto and the other persons listed below, at:

Shiva K. Bozarth, Esq.
Chief of Compliance
Counsel for Tennessee Regulatory Authority
502 Deaderick Street, Fourth Floor
Nashville, Tennessee 37243

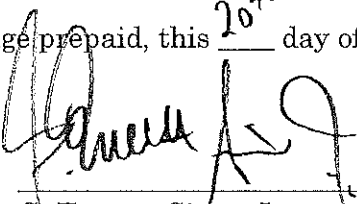
Donald Scholes, Esq.
Benjamin Gastel, Esq.
Branstetter, Stranch & Jennings
Counsel for Laurel Hills Condominiums
Property Owners Association
223 Rosa L. Parks Boulevard, Suite 200
Nashville, Tennessee 37203

Melanie Davis, Esq.
Kizer & Black
329 Cates Street
Maryville, Tennessee 37801

Vance Broemel, Esq.
Erin Merrick, Esq.
Consumer Advocate and Protection Division
Tennessee Attorney General and Reporter
Post Office Box 20207
Nashville, Tennessee 37202

Roger York, Esq.
York & Bilbrey
456 North Main Street, Suite 201
Crossville, Tennessee 38555

via the United States Mails, postage prepaid, this 20th day of May, 2016.



G. Everett Sinor, Jr.



Boston & Poore

Randal R. Boston

Kevin D. Poore

60 N. Main Street
Crossville, TN 38555

931-707-7701 (phone)

931-707-7704 (fax)

April 5, 2016

Tennessee Regulatory Authority
Shiva Bozarth
460 James Robertson Pkwy.
Nashville, TN 37243

RE: Renegade Mountain Tower

Dear Mr. Bozarth:

This letter is to clarify Cumberland County's desire and need to place One (1) to Two (2) communication antennas on the tower located on Renegade Mountain. The communication equipment used for the benefit of law enforcement, emergency services, and other entities of Cumberland County would benefit should permission be granted to place those antenna upon the tower located on Renegade Mountain. The Two (2) antennas would be placed upon the tower itself and would utilize only a small area upon the actual tower. Cumberland County would need access to a small area at the base of the tower to pour a concrete pad, place a small building, and to install fencing around the concrete area to secure the equipment placed inside the small building. This would cause minimal intrusion upon the tower itself and the area immediately surrounding the tower and tremendously benefit Cumberland County's communication abilities. All of this of course would be at the expense of Cumberland County. Cumberland County would also need the authority and permission to trespass upon the area of the tower in order to install and maintain the antennas as well as the equipment installed to service the antennas.

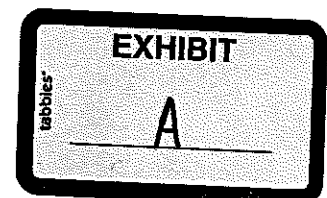
Should you have further questions or need additional information in order to grant this request, please feel free to contact my office.

With my kindest regards, I am

Sincerely,

Randal R. Boston
Attorney for Cumberland County, Tennessee

Cc: Electronic File
Mayor Kenneth Carey, Jr.
Robert E. Moore, Jr.



**G. Everett Sinor, Jr.
Attorney at Law**

April 22, 2016

Randal R. Boston, Esq.
Boston & Poore
Counsel for Cumberland County, Tennessee
60 North Main Street
Crossville, Tennessee 38555

RE: *Renegade Mountain Tower—April 5, 2016 Letter*

DELIVERY BY UNITED STATES FIRST CLASS MAILS

Dear Mr. Boston:

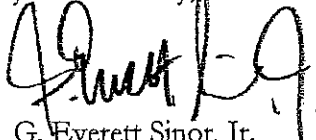
My client, Receivership Management, Inc., is in receipt of a copy of your letter to Shiva Bozarth, Esq., dated April 5, 2016, regarding the placement of emergency communications antenna on the top of the water tank that sits atop Renegade Mountain.

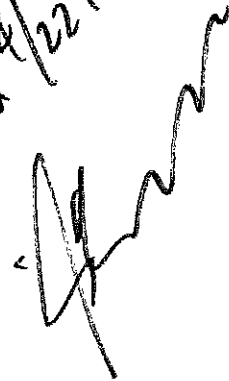
As we discussed yesterday on the telephone, my client's rights to the ownership of the water tank and the parcel on which it sits are limited by the quitclaim deed which passed ownership to my client. Stated simply, my client does not have fee simple rights to the water tank and parcel. In particular, there is a reversionary clause that provides that any use of the water tank other than for "water utility purposes" would result in the reversion of title to the water tank and parcel to Moy Toy, LLC, the grantor on the quitclaim deed.

There are also a number of other restrictions in the quitclaim deed. Included in the quitclaim deed is a reservation of rights and easements section which specifically reserves to Moy Toy, LLC the right to "install and maintain an antenna and supporting appurtenances on top of the water tower ...". For your information and ready reference, a copy of the quitclaim deed is enclosed herewith.

Should you have any questions, or if you wish to discuss this further please do not hesitate to contact me. Thanking you for your consideration of this matter, I remain,

yours sincerely,


G. Everett Sinor, Jr.
Attorney at Law

Mailed 4/22/16


Enclosure

cc: Shiva K. Bozarth, Esq.
Receivership Management, Inc.

OWNER/RESPONSIBLE TAXPAYER:
RECEIVERSHIP MANAGEMENT, INC.
783 Old Hickory Boulevard – Suite 255
Brentwood, TN 37027-4508

THIS INSTRUMENT PREPARED BY:
Tennessee Valley Title Insurance Co.
800 S. Gay Street, Suite 1700
Knoxville, TN 37929
File No. 96729 (JHH)

Map 141, Parcel 056.01

QUITCLAIM DEED

THIS INDENTURE made this 3rd day of February, 2016, between MOY TOY, LLC, a Tennessee limited liability company, Grantor, and RECEIVERSHIP MANAGEMENT, INC., a Tennessee corporation, as Receiver of Laurel Hills Water System, Grantee:

WITNESSETH:

THAT SAID GRANTOR, for in and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, to it in hand paid by said Grantee, the receipt of which is hereby acknowledged, has bargained, sold, remised, released and QUITCLAIMED, and does by these presents sell, remise, release and QUITCLAIM unto Grantee, all of Grantor's right, title and interest in and to the following described premises (the "Property"), to-wit:

(SEE PROPERTY DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

BEING the same property conveyed to Moy Toy, LLC, by Warranty Deed (In Lieu of Foreclosure) from Laurel Hills Condominiums Property Owners Association, dated February 25, 2014, and recorded in Book 1427, page 58, in the Cumberland County Register's Office.

and all the estate, right, title and interest of Grantor therein, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein to the said Grantee, its successors and assigns forever.

Restrictions

This conveyance is made subject to the following restrictions which shall run with the land:

1. The Property shall be used for water utility purposes only. If the water tower now located on the Property or any replacement thereof is abandoned, ceases to be used for water utility purposes (provided the Grantee is not obligated to utilize the water

Ret
Everett Sinner, Jr.
Atty
3504 Robin Rd.
Kashville, TN 37204

tower in its current condition for utility operations until it is reconditioned and connected to the water system), or ceases to be used as part of the Renegade Mountain Water System, title to the Property shall automatically revert to Grantor or its designated successor or assign.

2. Grantee shall maintain the Property, keeping any grass regularly mowed and landscaping trimmed and neat.

3. No building or structure unrelated to utility purposes or required for the support and maintenance of the water tower located on the Property or its replacement shall be permitted.

4. No chain link or barbed wire fencing shall be permitted on the Property.

5. The water tower now located on the Property and any replacement thereof and any buildings or structures related to the support and maintenance of the water tower or its replacement shall be regularly maintained by Grantee. If the Grantee has the water tower repainted or constructs utility related buildings or structures then they shall be painted colors that are neutral and in harmony with other structures in the Renegade Mountain development. Repainting shall be done in coordination with Grantor so as to allow for the installation, preservation or repainting of signage on the water tower as set out below.

Reservation of Rights and Easements

Grantor, for itself and its successors and assigns, hereby reserves the right of an easement to install and maintain an antenna and supporting appurtenances on top of the water tower now located on the Property and any replacement thereof. This easement shall include a right of ingress and egress over the Property to access the antenna. The antenna shall be of such design and construction as Grantor in its sole discretion shall determine.

In addition, Grantor, for itself and its successors and assigns, reserves an easement to install and maintain lighting to illuminate the water tower now located on the Property and any replacement thereof as well as an easement to keep and maintain a sign with the name "Renegade Mountain" or any successor name of the Renegade Mountain development thereon.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

Moy Toy, LLC, a Tennessee limited liability company,

By: Renegade Florida, Limited, Managing Member

By: Renegade Florida Management, LLC,
General Partner

By: [Signature]
Phillip G. Guettler, Managing Member

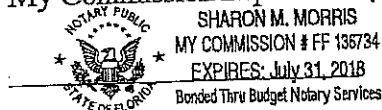
STATE OF FLORIDA

COUNTY OF ST. LUCIE

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, PHILLIP G. GUETTLER, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Managing Member of a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand and official seal at office this 3rd day of February, 2016.

My Commission Expires: 07/31/2018



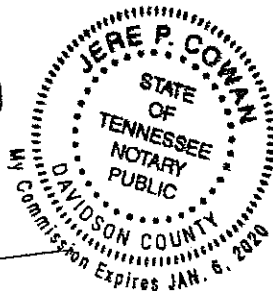
[Signature]
Notary Public

DAVIDSON CO.; TN

I hereby swear or affirm that the actual consideration of this transfer is \$ 50,000. Affiant [Signature]

Subscribed and sworn to before me this 29th day of February, 2016.

My Commission Expires: 1/6/2020



[Signature]
Notary Public

EXHIBIT "A"

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

BEGINNING at the northwest corner of Woodridge Condo Phase 1 as shown in Plat Book 9, at page 185; said point being on the easterly right-of-way line of Renegade Mountain parkway as shown in PB 2, at Pg 90, Revised in PB 9, at Pg 191, at the office of the Register of Deeds, Cumberland County, Tennessee;

Thence northeasterly along said easterly right-of-way line, being a curve to the right, having a radius of 137.18 feet, thru a central angel of 63 deg. 19 min. 00 sec., 151.60 feet;

Thence North 68 deg. 51 min. 47 sec. East, 45.17 feet;

Thence South 59 deg. 50 min. 18 sec. East, 62.16 feet;

Thence South 70 deg. 02 min. 32 sec. East, 48.11 feet;

Thence South 34 deg. 36 min. 48 sec. West, 129.83 feet;

Thence North 43 deg. 05 min. 21 sec. West, 57.01 feet;

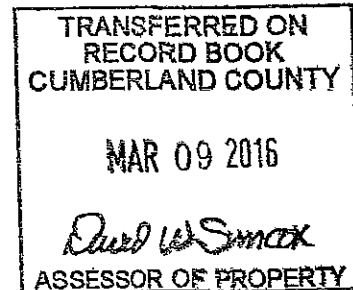
Thence South 74 deg. 10 min. 36 sec. West, 103.96 feet to the point of Beginning of the herein described Water Tank Site Tract (Containing 0.43 acres, more or less).

BK/PG: 1470/2178-2182

16002660

5 PGS:AL-QUITCLAIM DEED	
BATCH: 98365	
03/07/2016 - 10:35 AM	
VALUE	50.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, CUMBERLAND COUNTY
JUDY GRAHAM SWALLOWS
REGISTER OF DEEDS

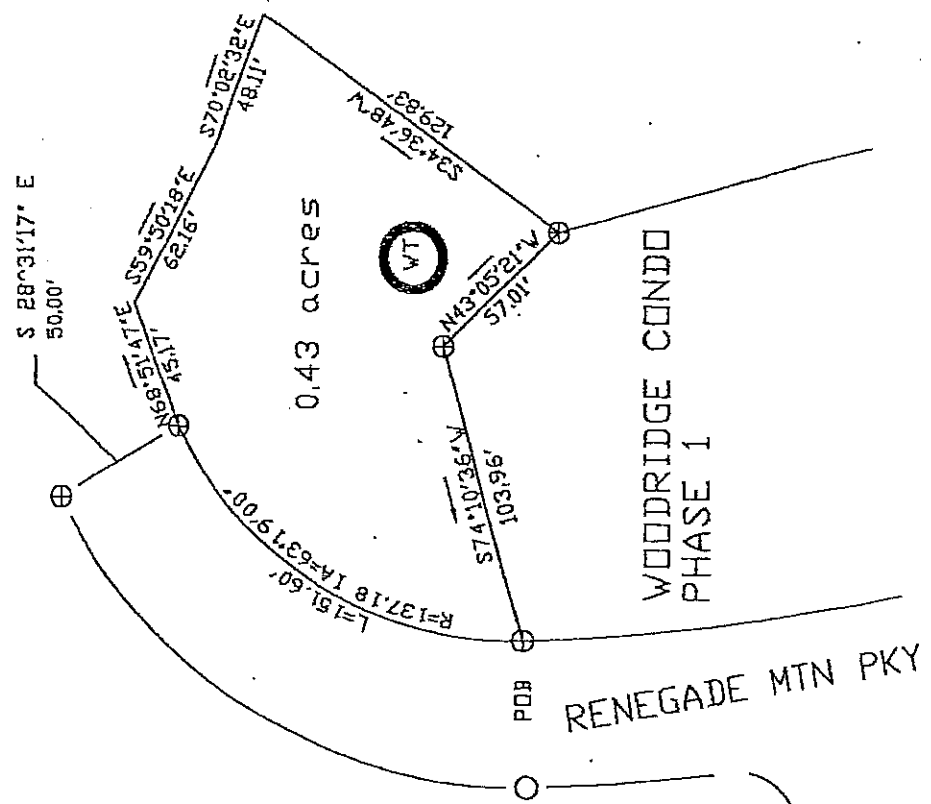


cont. 1 page!

Exhibit "A"

RENEGADE MOUNTAIN
Sketch of Deed
for
Water Tank Site

TENNESSEE GRID COORDINATE
0 30 60
SCALE IN FEET
31.02 PORTIONS
CUMBERLAND GARDENS ACQ. CORP.
D.B. 311, P.G. 384



BK/PG: 1427/58-62
14003077



5 PGS:AL-DEED	
BATCH: 79048	
03/24/2014 - 12:56:47 PM	
VALUE	200000.00
MORTGAGE TAX	0.00
TRANSFER TAX	740.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	768.00

STATE OF TENNESSEE, CUMBERLAND COUNTY
JUDY GRAHAM SWALLOWS
REGISTER OF DEEDS



Boston & Poore

60 N. Main Street
Crossville, TN 38555

931-707-7701 (phone)
931-707-7704 (fax)

Randal R. Boston
Kevin D. Poore

May 4, 2016

G. Everett Sinor, Jr. Esq.
3504 Robin Road
Nashville, TN 37204

Re: Renegade Mountain Water Tower

Dear Squire Sinor:

Thank you for your note of April 22, 2016. I would like to follow up with you as well. The attached documents of your letter have been thoroughly reviewed by myself and my client prior to your submission. I appreciate your professionalism in copying same.

Cumberland County is well aware of the conditions in which Mr. Bozrath and/or his superiors agreed to under their duress. I can assure you that Cumberland County did not agree with those conditions of surrender to Moy Toy, LLC or any other party or person by the Tennessee Regulatory Authority. The letter was just to outline, again, Cumberland County's position as to the safety and welfare of Cumberland County citizens in regards to emergency communications and not that of cowardly acts of the Tennessee Regulatory Authority. It is the position of Cumberland County that "we had rather die on our feet than live on our knees"¹ as the Tennessee Regulatory has chosen to do.

Cumberland County just wants to assure that its position is known to the Receivership and to the Tennessee Regulatory Authority. From your statements from our phone conversation, I am of the opinion that you are aware of the support you will receive from Cumberland County in your client's endeavors.

This letter will further place you on notice that my client is not to be contacted by any person other than myself. This matter has now become "threatened litigation" which under the law, is now reserved to me, as counsel for my client, the sole contact for this matter.

Sincerely,

Randal R. Boston
Cumberland County Attorney

Cc: Mayor Kenneth Carey, Jr.
Governor Bill Haslam
Senator Paul Bailey
Representative Cameron Sexton

¹ Sir Winston Churchill



Law Office of S. Roger York
Attorney at Law

456 North Main Street, Crossville, Tennessee 38555

April 25, 2016

Honorable Shiva Bozarth
Tennessee Regulatory Authority
460 James R. Parkway
Nashville, Tennessee 37243

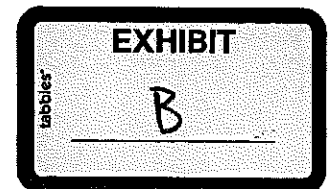
Re: Laurel Hills Condominium Property Owners Association; JL Welcher Company, LLC; Old South Renegade, LLC; Renegade Mountain Water Systems, LLC; and Joseph L. Welcher, individually

Dear Mr. Bozarth:

I spoke with the Board of Directors and manager of Crab Orchard Utility District about taking over the utility referred to as Laurel Hills Property Owners Association.

The board requested that I send a response in regards to Crab Orchard Utility taking over the water system. Crab Orchard Utility District will take over the entire system that is presently servicing Laurel Hills Condominiums and what is known as Renegade Resort as follows:

1. The entire water system will be transferred to Crab Orchard Utility District, this includes all right of ways, all pumping stations, all easements, the water tank equipment, and tools being used to service the water line, the pumping station, and anything else used to provide water to the residents of Laurel Hills Condominiums and/or residents of Renegade Mountain
2. Crab Orchard Utility District provide good potable water to all residents in an order of favorable manner.
3. Tennessee Regulatory Authority, state of Tennessee or their designer shall transfer to Crab Orchard Utility District the sum of \$500,000.00.



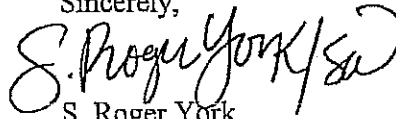
S. Roger York • Tiffany S. Lyon

Phone 931-484-2929 • Fax 931-456-1078 • E-mail: yorkbillbrey@aol.com

4. At the time of the transfer of \$500,000.00, the state shall warrant the transfer of all property rights to Crab Orchard Utility District in regards to the above water system.

Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "S. Roger York" with a stylized flourish at the end.

S. Roger York
Attorney At Law

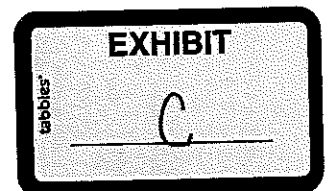
SRY/tb

C: Crab Orchard Utility District

4:26 PM
05/10/16

Laurel Hills Condos In Receivership
A/R Aging Summary
As of April 30, 2016

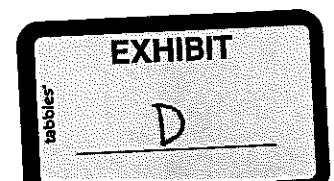
	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
BENSON, CYNTHIA L	0.00	33.10	0.00	0.00	0.00	33.10
CHAMBERS, BARRY	0.00	33.10	33.10	33.10	99.30	198.60
CPCA (84)	0.00	2,780.40	0.00	0.00	0.00	2,780.40
DOUGLAS, JIMMY & JACKIE	0.00	33.10	33.10	0.00	0.00	66.20
MATERDOMINI, DINA	0.00	33.10	33.10	33.10	0.00	99.30
MITCHELL SHARON	0.00	33.10	33.10	33.10	595.80	695.10
SCHWARTZ, ROBERT	0.00	0.00	0.00	0.00	298.30	298.30
TOTAL	0.00	2,945.90	132.40	99.30	993.40	4,171.00



LHWD CASH RECEIPTS (DISBURSMENTS) 3/1/16 - 3/31/16
(WATER OPERATIONS ONLY)

Date	Account	Num	Description	Memo	Amount
INCOME					
3/10/2016	REGIONS LHWD	3/10/16	S DEPOSIT	T STEPHENS DEPOSIT	132.40
3/16/2016	REGIONS LHWD	DEP	S DEPOSIT	T STEPHENS DEPOSIT	3,442.40
3/28/2016	REGIONS LHWD	DEP	DEPOSIT		132.40
TOTAL					3,707.20
TOTAL INCOME					3,707.20
EXPENSES					
3/8/2016	REGIONS LHWD		1015 CRAB ORCHARD UTILITY DISTRICT		(4,267.17)
3/31/2016	REGIONS LHWD		1019 VOID		-
3/31/2016	REGIONS LHWD		1020 VOID		-
TOTAL					(4,267.17)
4010-WATER BILL RECEIPTS					
3/4/2016	REGIONS LHWD	DEP	S DEPOSIT	T STEPHENS DEPOSIT	66.20
TOTAL 4010-WATER BILL RECEIPTS					66.20
5697-OTHER CONTRACT LABOR					
3/31/2016	REGIONS LHWD	1022	S GERALD WILLIAMS	MARCH INVOICE	(845.56)
TOTAL 5697-OTHER CONTRACT LABOR					(845.56)
6290-UTILITIES					
3/3/2016	REGIONS LHWD	1013	S **VOID**VOLUNTEER ENERGY COOPERATIVE	METER READ 2/17/16	-
3/3/2016	REGIONS LHWD	1014	S VOLUNTEER ENERGY COOPERATIVE	READ 2/17/16	(590.94)
3/17/2016	REGIONS LHWD		1016 MICROBAC	ACCT. NO. RL061	(201.00)
3/31/2016	REGIONS LHWD	1021	S VOLUNTEER ENERGY COOPERATIVE	READ 3/17/16	(558.41)
TOTAL 6290-UTILITIES					(1,350.35)
6299-MISC OFFICE EXPENSE					
3/24/2016	REGIONS LHWD	1017	S CROSSVILLE CHRONICLE	LEGAL NEWSPAPER PUBLICATION	(243.40)
TOTAL 6299-MISC OFFICE EXPENSE					(243.40)
TOTAL EXPENSES					(6,640.28)
OVERALL TOTAL					(2,933.08)

Note: The transactions listed do not include receipt of funds from the Tennessee Regulatory Authority nor do they list receivership expenses paid from the funds of the Tennessee Regulatory Authority. These expenses total \$37,858.40 as of 3/31/16.



LHWD CASH RECEIPTS (DISBURSMENTS) 4/1/16 - 4/30/16
(WATER OPERATIONS ONLY)

Date	Account	Num	Description	Memo	Amount
			INCOME		
4/1/2016	REGIONS LHWD	DEP	S DEPOSIT	T STEPHENS DEPOSIT	2,514.06
4/11/2016	REGIONS LHWD	DEP	S DEPOSIT	TERRY STEPHENS DEPOSIT	496.5
4/15/2016	REGIONS LHWD	DEP	S DEPOSIT	TERRY STEPHENS DEPOSIT	761.3
4/20/2016	REGIONS LHWD	DEP	S DEPOSIT	T STEPHENS DEPOSIT	231.7
4/29/2016	REGIONS LHWD	DEP	S DEPOSIT	TERRY STEPHENS DEPOSIT	365.5
			TOTAL		4,369.06
			TOTAL INCOME		4,369.06
			EXPENSES		
4/11/2016	REGIONS LHWD	1024	CRAB ORCHARD UTILITY DISTRICT		-2,714.50
			TOTAL		-2,714.50
			5695-FEES ACCOUNTING		
4/4/2016	REGIONS LHWD	1023	S LANSFORD & STEPHENS	MARCH 2016 FEES INV. 16377	-300
			TOTAL 5695-FEES ACCOUNTING		-300
			6190-EQUIP. MAINTENANCE		
4/28/2016	REGIONS LHWD	1030	S CRAB ORCHARD UTILITY DISTRICT	CLAMPS & LINE REPAIRS	-349.78
			TOTAL 6190-EQUIP. MAINTENANCE		-349.78
			6210-POSTAGE		
4/27/2016	REGIONS LHWD	1026	S US POSTAL SERVICE	ANNUAL P.O. BOX FEES	-130
			TOTAL 6210-POSTAGE		-130
			6299-MISC OFFICE EXPENSE		
4/21/2016	REGIONS LHWD	1025	S CROSSVILLE CHRONICLE	LEGAL PUBLICATION REPRINT	-250.4
			TOTAL 6299-MISC OFFICE EXPENSE		-250.4
			TOTAL EXPENSES		-3,744.68
			OVERALL TOTAL		624.38

Note: The transactions listed do not include receipt of funds from the Tennessee Regulatory Authority nor do they list receivership expenses paid from the funds of the Tennessee Regulatory Authority. These expenses total \$37,858.40 as of 4/30/16.

LAUREL HILLS WATER DISTRICT
REGIONS BANK ACCOUNT 232618611

4/30/2016

OPERATING BANK ACCOUNT

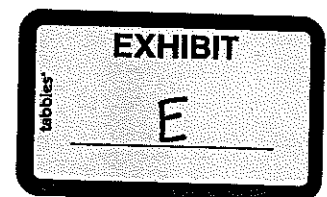
	<u>BALANCE PER BANK STMT</u>	<u>BALANCE PER GENERAL LEDGER</u>
END OF MONTH AC 232618611	5,478.30	4,986.52
END OF MONTH AC 232618638	(12.00)	
OUTSTANDING CHECKS	(479.78)	
	<u>4,986.52</u>	<u>4,986.52</u>

12-May-16
03:38 PM

OUTSTANDING CHECKS

1026	130.00
1030	349.78

479.78





Regions Bank
 Brentwood
 329 Franklin RD
 Brentwood, TN 37027

LAUREL HILLS CONDO POA IN RECEIVERSHIP
 783 OLD HICKORY BLVD STE 255
 BRENTWOOD TN 37027-4508

ACCOUNT # 0232618611

Cycle 053
 Enclosures 26
 Page 0
 1 of 2

LIFEGREEN BUSINESS CHECKING
 April 1, 2016 through April 29, 2016

SUMMARY

Beginning Balance	\$5,778.11		Minimum Balance	\$5,112
Deposits & Credits	\$4,369.06	+	Average Balance	\$6,576
Withdrawals	\$0.00	-		
Fees	\$0.00	-		
Automatic Transfers	\$0.00	+		
Checks	\$4,668.87	-		
Ending Balance	\$5,478.30			

DEPOSITS & CREDITS

04/01	Deposit - Thank You	2,514.06
04/11	Deposit - Thank You	496.50
04/15	Deposit - Thank You	761.30
04/20	Deposit - Thank You	231.70
04/29	Deposit - Thank You	365.50
Total Deposits & Credits		\$4,369.06

CHECKS

<u>Date</u>	<u>Check No.</u>	<u>Amount</u>	<u>Date</u>	<u>Check No.</u>	<u>Amount</u>
04/04	1021	558.41	04/18	1024	2,714.50
04/08	1022	845.56	04/26	1025	250.40
04/08	1023	300.00			
Total Checks					\$4,668.87

* Break In Check Number Sequence.

DAILY BALANCE SUMMARY

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
04/01	8,292.17	04/11	7,084.70	04/20	5,363.20
04/04	7,733.76	04/15	7,846.00	04/26	5,112.80
04/08	6,588.20	04/18	5,131.50	04/29	5,478.30



Regions Bank
 Brentwood
 329 Franklin RD
 Brentwood, TN 37027

LAUREL HILLS CONDO POA IN RECEIVERSHIP
 783 OLD HICKORY BLVD STE 255
 BRENTWOOD TN 37027-4508

ACCOUNT # 0232618611

Cycle 053
 Enclosures 26
 Page 0
 1 of 2

LIFEGREEN BUSINESS CHECKING
 March 1, 2016 through March 31, 2016

SUMMARY

Beginning Balance	\$7,356.22	Minimum Balance	\$2,647
Deposits & Credits	\$3,773.40 +	Average Balance	\$6,212
Withdrawals	\$0.00 -		
Fees	\$0.00 -		
Automatic Transfers	\$0.00 +		
Checks	\$5,351.51 -		
Ending Balance	\$5,778.11		

DEPOSITS & CREDITS

03/04	Deposit - Thank You	66.20
03/10	Deposit - Thank You	132.40
03/16	Deposit - Thank You	3,442.40
03/28	Deposit - Thank You	132.40
Total Deposits & Credits		\$3,773.40

CHECKS

Date	Check No.	Amount	Date	Check No.	Amount
03/01	1012	49.00	03/22	1016	201.00
03/07	1014 *	590.94	03/29	1017	243.40
03/14	1015	4,267.17			
Total Checks					\$5,351.51

* Break In Check Number Sequence.

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
03/01	7,307.22	03/10	6,914.88	03/22	5,889.11
03/04	7,373.42	03/14	2,647.71	03/28	6,021.51
03/07	6,782.48	03/16	6,090.11	03/29	5,778.11

LAUREL HILLS WATER DISTRICT
REGIONS BANK ACCOUNT 232618611

4/30/2016

OPERATING BANK ACCOUNT

	<u>BALANCE PER BANK STMT</u>	<u>BALANCE PER GENERAL LEDGER</u>
END OF MONTH AC 232618611	5,478.30	4,986.52
END OF MONTH AC 232618638	(12.00)	
OUTSTANDING CHECKS	(479.78)	
	<u>4,986.52</u>	<u>4,986.52</u>

12-May-16
03:38 PM

OUTSTANDING CHECKS

1026	130.00
1030	349.78

479.78

HAYSKAR, WALKER, SCHWERER, DUNDAS & MCCAIN, P.A.
ATTORNEYS AT LAW

GARRISON M. DUNDAS
STEPHEN G. HAYSKAR
STEVEN R. MCCAIN
ROBERT V. SCHWERER
JAMES T. WALKER

RENAISSANCE FINANCIAL CENTER
130 SOUTH INDIAN RIVER DRIVE
SUITE 304
FORT PIERCE, FLORIDA 34950
POST OFFICE BOX 3779
FORT PIERCE, FLORIDA 34948-3779
TELEPHONE (772) 461-2310
FAX (772) 468-6580

Rec'd 4/11/16
Schwerer

April 6, 2016

Everett Sinor, Esquire
3504 Robin Road
Nashville, TN 37204

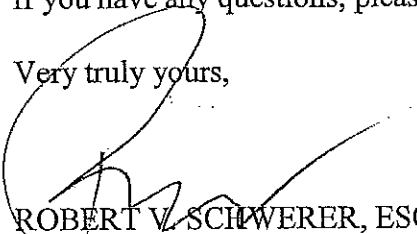
RE: ASSIGNMENT AND BILL OF SALE

Dear Mr. Sinor:

Enclosed please find the original Assignment and Bill of Sale executed by Laurel Hills Condominium Property Owners Association dated April 5, 2016.

If you have any questions, please do not hesitate to contact me.

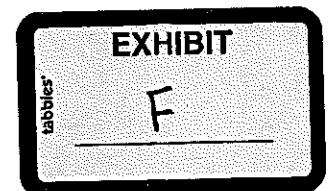
Very truly yours,


ROBERT V. SCHWERER, ESQUIRE

RVS:jas

Enclosure

cc: Michael McClung, President



ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE is executed this 5th day of April, 2016, effective as of October 26, 2015 (the "Effective Date"), by **LAUREL HILLS CONDOMINIUM PROPERTY OWNERS ASSOCIATION**, a Tennessee non-profit corporation (hereinafter "**LAUREL HILLS**").

WHEREAS, LAUREL HILLS has been requested to issue this Assignment and Bill of Sale assigning and conveying whatever interest it may have in and to certain of its former water company assets to the **LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP** (hereinafter "**LAUREL HILLS RECEIVERSHIP**").

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **LAUREL HILLS** does hereby assign, remise, release and quit claim unto **LAUREL HILLS RECEIVERSHIP** forever, all of the right, title, interest, claim and demand which **LAUREL HILLS** has in and to the following personal property relating to the water system formerly operated by **LAUREL HILLS** on Renegade Mountain, Cumberland County, Tennessee, to-wit:

(SEE ATTACHED SCHEDULE "A")

TO HAVE AND TO HOLD the same together with all and singular, the appurtenances thereto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity and claim whatsoever of the said **LAUREL HILLS**.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed by the undersigned on the day and year first written above.

WITNESSES:

Judith A. Sullivan

Print Name: Judith A. Sullivan BY:

Lois Antonucci

Print Name: Lois Antonucci

**LAUREL HILLS CONDOMINIUM
PROPERTY OWNERS ASSOCIATION**

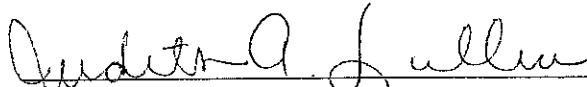
[Signature]

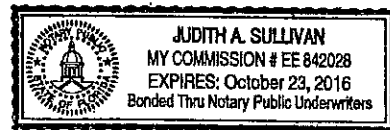
**MICHAEL MCCLUNG, President of
LAUREL HILLS CONDOMINIUM
PROPERTY OWNERS ASSOCIATION,
a Tennessee non-profit association**

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County foresaid to make acknowledgments, personally appeared MICHAEL MCCLUNG, as President of LAUREL HILLS CONDOMINIUM PROPERTY OWNERS ASSOCIATION, a Tennessee non-profit association, personally known to me or who produced _____ as identification, to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of April, 2016.


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:



SCHEDULE "A"

LIST OF ASSETS TO BE CONVEYED TO THE RECEIVER

1. All water transmission lines;
2. All water service lines;
3. All water meters and valves;
4. The pumping station located on Mullinax Drive, Crab Orchard, Tennessee;
5. The water storage tank located next to the pumping station;
6. All other tangible assets used by Laurel Hills in connection with the Renegade Mountain Water System (currently in the possession of Laurel Hills Receivership);
7. All accounts receivable;
8. All rights under any contracts related to water service;
9. All service rights;
10. All other general intangible rights related to the provision of water service.

G. Everett Sinor, Jr.
Attorney at Law

April 12, 2016

Gregory C. Logue, Esq.
Woolf, McClane
Attorneys at Law
900 Riverview Tower
900 South Gay Street
Knoxville, Tennessee 37902-1810

Mailed on 4/12/16
G. Sinor

RE: *Laurel Hills Water System in Receivership*

DELIVERY BY UNITED STATES FIRST CLASS MAILS

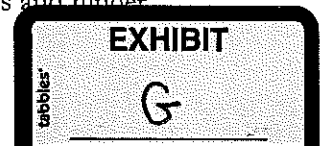
Dear Mr. Logue:

I was forwarded a copy of a letter you sent to Melanie Davis, dated March 9, 2016, regarding the Eagle's Nest development on Renegade Mountain in Cumberland County, Tennessee. In that letter, you state that you represent Moy Toy, LLC, and you seek information and assurances from Eagle's Nest regarding digging on your client's property. A copy of that letter is enclosed herewith for your ready reference.

I represent Receivership Management, Inc. [hereinafter the "Receiver"], the court appointed receiver for the Laurel Hills Water System in Receivership [hereinafter the "LHWS"]. A copy of the original Order Appointing Receiver, dated October 26, 2015, is enclosed herewith for your ready reference. Your letter to Ms. Davis raises questions and concerns as to the ability of the Receiver to service the existing water customers of the LHWS, and to expand the LHWS to provide potable water to other current and potential landowners on Renegade Mountain.

The Receiver has a number of questions regarding the LHWS it would like your client, Moy Toy, LLC, to answer, concerning its interests on Renegade Mountain, all focused on the same, central issues:

1. What rights does Moy Toy, LLC now assert or intend to assert with respect to the LHWS?
2. The Receiver understands that there are numerous, unimproved, single-owner lots, whereby an owner may seek to build a home and seek to tap onto the LHWS to receive potable water. What is Moy Toy, LLC's position with respect to an owner who wishes to have potable water delivered to their home via a tap onto the LHWS?
3. Will the LHWS be hindered in any way from providing potable water to any new home on Renegade Mountain that wishes to receive such water from the LHWS?
4. Does Moy Toy, LLC take the position that any person that desires to tap onto the LHWS must first obtain permission, rights, or anything else of value from Moy Toy, LLC or any other person prior to tapping onto the LHWS and receiving potable water from the LHWS?
5. Do you intend to take any action to enjoin or otherwise prevent Eagle's Nest, LLC, or any other current LHWS customer from receiving potable water from the LHWS?
6. Are there any other persons or entities of which Moy Toy, LLC is aware that might take issue with the delivery of potable water to current or potential LHWS customers and hinder



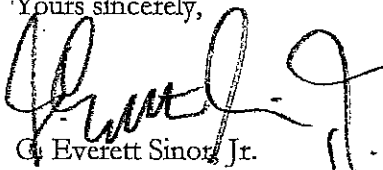
Letter to Gregory C. Logue, Esq.
Woolf, McClane
Page 2

the ability of the LHWS to deliver such water to any current or potential LHWS customer, including but not limited to Terra Mountain Holdings, LLC, Standing Rock, LLC, or any of their owners, parents, subsidiaries, affiliates, or other related entities? If any such entities exist, please provide information on how they can be contacted.

7. In your opinion, do the following conveyances provide the LHWS with the ability to both operate the entire LHWS without hindrance and expand the LHWS without hindrance on the entirety of Renegade Mountain: (a) the quitclaim deed from Moy Toy, LLC to Receivership Management, Inc., dated February 3, 2016; (b) the irrevocable license from Moy Toy, LLC to Laurel Hills Condominium Property Owners' Association, dated February 3, 2016; and (c) the assignment and bill of sale from Laurel Hills Condominiums Property Owners' Association to Laurel Hills Water System in Receivership, dated April 5, 2016, a copy of which is enclosed herewith for your ready reference?

Mr. Logue, thank you for your consideration of this matter. If you have any questions about any of the issues raised in this letter, please do not hesitate to contact me. I look forward to receiving your response.

Yours sincerely,



G. Everett Sinor, Jr.
Attorney at Law

Enclosures

cc: Receivership Management, Inc.



WOOLF · McCLANE

WOOLF, McCLANE, BRIGHT, ALLEN & CARPENTER, PLLC

ATTORNEYS

900 Riverview Tower | 900 S. Gay Street | Knoxville, TN 37902-1810

Mailing Address: Post Office Box 900 | Knoxville, TN 37901-0900

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DALE C. ALLEN
 J. NICHOLAS ARNING, JR.
 HUGH B. BRIGHT, JR.
 LUIS C. BUSTAMANTE
 J. ERIC BUTLER
 W. KYLE CARPENTER
 APRIL A. CARR
 WILLIAM F. CLAYTON
 J. KEITH COATES, JR.
 TONY R. DALTON
 LINDY D. HARRIS
 J. CHADWICK HATMAKER
 DEAN T. HOWELL
 HOWARD E. JARVIS
 MICHAEL J. KING
 J. FORD LITTLE

GREGORY C. LOGUE
 ROBERT S. MARQUIS
 RICHARD S. MATLOCK
 DENNIS R. McCLANE
 DANIEL J. MOORE
 M. DENISE MORETZ
 ASHLEY H. MORGAN
 GORAN MUSINOVIC
 ROBERT P. NOELL
 KEVIN N. PERKEY
 GRAYSON K. SCHLEPPEGRELL
 O. E. SCHOW, IV
 M. AARON SPENCER
 ROBERT L. VANCE
 LOUIS C. WOOLF (RETIRED)

March 9, 2016

VIA FIRST CLASS MAIL & E-MAIL

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

Re: Eagles Nest Water Lines

Dear Melanie:

I am sending you this correspondence as counsel for Eagles Nest, LLC ("Eagles Nest"). If you do not represent Eagle's Nest in the below discussed issue, please advise immediately and provide the proper contact information. Our client, Moy Toy, LLC ("Moy Toy"), has been informed that Eagles Nest intends to dig on Moy Toy's property to install water lines. Specifically, I've been told that Eagles Nest intends to dig across Renegade Mountain Parkway and parallel to Renegade Mountain Parkway. Although Moy Toy acknowledges the Order entered on July 24, 2006 granting Eagle's Nest ingress and egress of utilities over, under, and through Renegade Mountain Parkway, Moy Toy is concerned that Eagle's Nest's plan exceeds the scope of the easement.

Further, before Eagle's Nest commences to dig on any of Moy Toy's property, Eagles Nest needs to provide Moy Toy with detailed plans and assurances of indemnification, insurance, properly qualified labor, adequate materials, and assurances that roadways will not be blocked and will remain accessible at all times.

If you have any questions or concerns, please feel free to contact me directly.

Sincerely yours,



Gregory C. Logue

LDH:dj
 023387.0002
 Enclosure

Melanie E. Davis, Esq.

March 9, 2016

Page 2

cc: Lindy D. Harris, Esq.
Gerald Williams
Robert E. Moore, Jr.

IN THE CHANCERY COURT OF CUMBERLAND COUNTY, TENNESSEE
THIRTEENTH JUDICIAL DISTRICT
AT CROSSVILLE

TENNESSEE REGULATORY AUTHORITY)

Petitioner,)

v.)

LAUREL HILLS CONDOMINIUMS)
PROPERTY OWNERS ASSOCIATION)

Respondent.)

No. 2012-CH-560
Chancellor Thurman

FILED
Date 10-26 2015 at 10:25 AM
Entered: 10-26-15
SUE TOLLETT, CLERK & MASTER
Cumberland County, Crossville, TN
BY [Signature]

ORDER APPOINTING RECEIVER

1. Pursuant to the motion filed on October 26, 2015, by the Petitioner, Tennessee Regulatory Authority ("Authority"), pursuant to T.C.A. § 65-3-105¹ and T.C.A. § 29-1-101, and upon good cause shown, the Court appoints Receivership Management, Inc. of Brentwood, Tennessee as Receiver for the water system controlled by Respondent, Laurel Hills Condominium Property Owners Association ("Laurel Hills").

2. The appointment of Receivership Management, Inc. as Receiver of Laurel Hills' water system is based upon, arises out of and/or is derived from the activities described in the Petition for Appointment of Receiver. Through this appointment, the Court deems the Receiver as a party to these proceedings.

3. Receivership Management, Inc., as Receiver, is directed forthwith to take exclusive custody, control and possession of all bank accounts, goods, chattels, causes of action,

¹ The provisions of T.C.A. § 65-3-105 are made applicable to public utilities regulated by the Petitioner pursuant to T.C.A. § 65-4-105.

STATE OF TENNESSEE, COUNTY OF CUMBERLAND
I, THE UNDERSIGNED, CLERK & MASTER OF SAID
COUNTY AND STATE, DO HEREBY CERTIFY THAT
THIS IS A TRUE AND CORRECT COPY OF THE
ORIGINAL OF THIS INSTRUMENT.

THIS 26 DAY OF October, 2015
[Signature]
CLERK & MASTER

credits, monies, investments, stocks, shares, effects, books and records of account and other papers and property or interests owned or held by the Respondent relating in whole or in part to the water system, with full power to sue for, collect, receive and take possession of such properties and to conserve and administer them under the general supervision of the Court.

4. Receivership Management, Inc., as Receiver of Laurel Hills' water system, shall forthwith contact all financial, agency, trust or depository institutions ("financial institutions") maintaining accounts on behalf of Respondent, Laurel Hills relating in whole or in part to the water system and employ whatever lawful means necessary to secure the funds in these, and any other accounts, for the Receivership, and to amend the signature cards so that only those persons approved by the Receiver shall be permitted to withdraw upon such accounts.

5. Receivership Management, Inc., as Receiver of Laurel Hills' water system, shall secure from any financial institution, wherever located, where Laurel Hills maintains property or accounts, the funds within financial institution accounts and all financial information concerning all such accounts. Said financial institution shall provide those funds and the information to the Receiver.

6. All persons, firms, corporations and associations, including but not limited to Respondent, Laurel Hills, and its officers, directors, stockholders, members, subscribers, agents and all other persons in active concert or participation with it, are prohibited and enjoined from the transaction of further business of the Respondent's water system; from the waste, transfer or disposition of property of the Respondent's water system; from doing any act or thing whatsoever to interfere with the taking control, possession and administration by the Receiver of the receivership properties or to in any way interfere with the Receiver, or to harass or interfere with the Receiver, or to interfere in any manner with the exclusive jurisdiction of this Court over

the receivership properties; from the institution or further prosecution of any actions or proceedings, except within this receivership itself; from the making of any sale or deed for nonpayment of taxes or assessments that would lessen the value of the assets of the Respondent; from the withholding from the Receiver of books, accounts, documents or the records relating to the business of the Respondent; from any other threatened or contemplated action that might lessen the value of the Respondent's assets or prejudice the rights of investors, creditors or any proceeding under the Receivership; or the obtaining of preferences, judgments, attachments or other liens, or the making of any levy against the Respondent or against its assets or any party thereof or from enforcing any lien upon, or taking or attempting to take possession of, or retaining possession of, any receivership property or attempting to foreclose, forfeit, alter or terminate any interests of the Respondent, in any property, whether such acts are part of a judicial proceeding or otherwise, until further order of this Court; from accelerating the due date of any obligation or claimed obligation; and that this Court further authorizes the Receiver to apply outside of Tennessee for the relief above described.

7. Pursuant to Tenn. Code Ann. § 65-3-105 and Tenn. Code Ann. §§ 29-1-101 *et seq.*, the officers, managers, directors, trustees, owners, employees or agents of Respondent, Laurel Hills, and any other persons with authority over or in charge of any segment of the Respondent's affairs and persons in control of assets, books and records of the receivership entities, or their physical locations, including but not limited to any offices of the Respondent, are required to cooperate with the Receiver in the carrying out of the Receivership. The term "person" shall include any person who exercises control directly or indirectly over activities of the Respondent through any holding company or other affiliate of the Respondent. "To cooperate" shall include, but shall not be limited to, the following: (1) to reply promptly in

writing to any inquiry from the Receiver requesting such a reply; (2) to make available to the Receiver any books, bank and investment accounts, documents or other records or information or property of or pertaining to the Respondent and/or in possession, custody or control of the Respondent, which relate to, arise out of or are derived from the activities described in the Petition for Appointment of Receiver, Restraining Order, and Temporary and Permanent Injunction Complaint. No person shall obstruct or interfere with the Receiver in the conduct of this Receivership.

8. All customers of and vendors/suppliers to Laurel Hills are hereby ordered to cooperate with reasonable requests of the Receiver regarding information and documentation concerning services received from Laurel Hills or services or goods provided to Laurel Hills.

9. No person shall obstruct or interfere with the Receiver in the conduct of this Receivership, and efforts to obstruct will be dealt with by the Court upon the Receiver's filing for contempt.

10. Receivership Management, Inc., as Receiver, is authorized to employ such counsel, professional advisors, clerks or assistants as deemed necessary. The persons employed under this section shall serve at the direction of the Receiver. The compensation of the Receiver, counsel, clerks and assistants and all expenses of taking possession of Laurel Hills' water system and conducting the proceeding (hereinafter "Receivership fees and costs") shall be submitted monthly; shall be approved by the Court and shall be paid out of the funds or assets of Laurel Hills' water system, if such funds are available. If, through the progression of the Receivership, funds or assets of Laurel Hills' water system are not available to pay Receivership fees and costs, then those fees and costs will be taxed as court costs to be paid by the Authority to the Receiver.

In such instance(s), the Receiver will present the Receivership fees and costs to the Court for

approval as a request for interim taxing of costs while simultaneously invoicing the Receivership fees and costs to the Authority, who will pay the Receivership fees and costs upon approval of the Court. The Authority reserves the ability to recoup amounts so paid if later there are assets ~~or funds available for such recoupment.~~ The Receivership fees and expenses will generally consist of services rendered by the Receiver's president, Jeanne B. Bryant, billed at \$ 163/hour, expenses and costs of other staff employed by the Receiver, normal overhead costs of the Receiver and professional fees and expenses incurred by the Receiver, the hourly billing rate of its principal counsel. The Receiver will present motions monthly to the Court for approval of the Receivership fees and costs. If the motions are unopposed after being on file for ten (10) calendar days, then the Court shall order their approval, absent question raised by the Court upon its review. If a motion for approval of Receivership fees and costs is opposed, it will be set for hearing at the next available time on the Court's docket in Cumberland County, Tennessee or elsewhere if circumstances so dictate.

11. If the taxation to, and payment of, Receivership fees and costs by the Authority becomes onerous to the Authority, it may move the Court to relieve it of the obligation of such taxation and payment. The Receiver reserves the ability to move the Court to be relieved of its position if payment of Receivership fees and costs is jeopardized or not otherwise provided for.

12. The Receiver is ordered to make an accounting to the Court no less frequently than semi-annually. The report shall include the Receiver's opinion as to the likelihood that additional action under T.C.A. § 65-3-105 and/or §§ 29-1-101, *et seq.* will be necessary.

13. The Receiver may take such action as it deems necessary or appropriate to reform, ~~revitalize and/or rehabilitate Laurel Hills' water system.~~ It shall have all the powers of the directors, officers and managers, whose authority shall be suspended, except as such is

re-delegated by the Receiver. It shall have full power to direct and manage, to hire and discharge employees, subject to any contract rights they may have, and to deal with the property and business of Laurel Hills' water system. The Receiver is empowered to petition the appropriate regulatory authority or tribunal to address changes in the rates charged for Laurel Hills' water system's services. The Receiver may consult and cooperate with other state and federal authorities who may have jurisdiction over any parts of the property and business of Laurel Hills' water system, including, but not limited to, any ancillary liquidator who may be appointed. In addition, the Receiver shall have any other powers given by state law.

14. If it appears to the Receiver that there has been criminal or tortuous conduct, or breach of any contractual or fiduciary obligation detrimental to Laurel Hills, by any officer, manager, agent, broker, employee or other person, it may pursue all appropriate legal remedies on behalf of Laurel Hills's water system, including, but not limited to, the making of criminal referrals to the appropriate state and/or federal authorities/law enforcement agencies and the institution of civil actions on behalf of Laurel Hills' water system or on behalf of Laurel Hill's water system's creditors and claimants.

15. If the Receiver determines that reorganization, consolidation, conversion, merger, dissolution, liquidation or other transformation of Laurel Hills' water system is appropriate, it shall prepare a plan to effect such changes, including, if necessary, the liquidation and sale of all of Laurel Hill's water system assets. Upon application of the Receiver for approval of the plan, and after such notice and hearing as the Court may prescribe, the Court may either approve or disapprove the plan proposed, or may modify it and approve it as modified. Any plan approved under this section shall be, in the judgment of the Court, fair and equitable to all parties concerned. If the plan is approved, the Receiver shall carry out the plan.

16. The Receiver shall have the power to avoid fraudulent transfers. Every transfer made or suffered and every obligation incurred by Laurel Hills within one (1) year prior to the filing of a successful Petition for Receivership is fraudulent as to then existing and future creditors, if made or incurred without fair consideration, or with actual intent to hinder, delay or defraud either existing or future creditors. Transfers which are considered fraudulent may be voided by the Receiver, except as to a person who, in good faith, is a purchaser, lienholder or obligee, who, in good faith, has given a consideration less than fair for such transfer, lien or obligation, may retain the property, lien or obligation as security for repayment. The Court may, on due notice, order any such transfer or obligation to be preserved for the benefit of the estate, and, in that event, the Receiver shall succeed to and may enforce the rights of the purchaser, lienholder or obligee.

17. Laurel Hills and/or its counsel will immediately inform the Receiver of all legal proceedings to which Laurel Hills is a party or in which Laurel Hills is involved (e.g., receipt of a subpoena, etc.). Any court in this State before which any action or proceeding in which Laurel Hills is a party, or is obligated to defend a party, shall stay the action or proceeding for one hundred twenty (120) days and such additional time as is necessary for the Receiver to obtain proper representation and prepare for further proceedings. The Receiver shall take such action respecting the pending litigation as it deems necessary in the interest of justice and for the protection of creditors, investors and the public. The Receiver shall immediately consider all litigation pending outside this State and shall petition the Courts having jurisdiction over that litigation for stays whenever necessary to protect the estate of Laurel Hills.

18. ~~No statute of limitations or defense of laches shall run with respect to any action by or against Laurel Hills's between the filing of the Petition for Order directing Receivership~~

Management, Inc. to serve as Receiver for Laurel Hills's water system and the entry of the Order granting or denying this Petition. Any action against Laurel Hills that might have been commenced when the Petition was filed may be commenced for at least sixty (60) days after this Order Appointing Receiver is entered. Any such action filed against Laurel Hills, as well as actions pending against Laurel Hills, may be subject to dismissal if the Court approves, as part of any plan recommended to it (as referenced in Paragraph 14 above), that all claims as against Laurel Hills' water system be handled through a unified proof of claim process within the Receivership. The Receiver may, upon entry of this Order, within one (1) year, or such other longer time as applicable law may permit, institute an action or proceeding on behalf of Laurel Hills' water system upon any cause of action against which the period of limitation fixed by applicable law has not expired at the time of the filing of the Petition upon which this Order is entered.

19. The Receiver, and its employees, agents, representatives or counsel, shall not be held personally responsible for any claims against Laurel Hills' water system which existed, arose, matured or vested prior to the Receiver's appointment.

20. The Receiver, and its employees, agents, representatives or counsel, shall not be held personally responsible for amounts of funds, goods or services already provided or extended to Laurel Hills' water system, or which will be provided or extended to Laurel Hills' water system in the future.

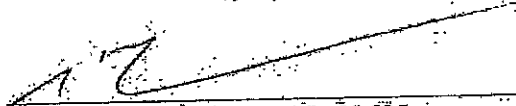
21. Pursuant to T.C.A. § 29-1-104, the Receiver will post a bond of \$ Waived with the Cumberland County Clerk & Master within five (5) business days of the entry of this Order. This Order will be effective, however, during the five (5) day period and will be effective thereafter. The beneficiary of the bond will be the Laurel Hills' water system Receivership

estate and, therefore, the costs of the bond will be paid with funds available to Laurel Hill's Receivership estate or will be taxed as costs and paid by the Authority as outlined in Paragraph 10 above.

It is so ORDERED, this the 26th day of October, 2015.


RONALD THURMAN, CHANCELLOR

Submitted for Entry By:



Shiva K. Bezarth, BPR No.22685
Chief of Compliance
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243.

Counsel for Tennessee Regulatory Authority

CERTIFICATE OF SERVICE

I certify that I have served a copy of the forgoing document on the following persons by depositing a copy of same in the U.S. Mail, postage prepaid, addressed to them at the addresses shown below:

Donald Scholes
Benjamin Gastel
227 Second Avenue North
Fourth Floor
Nashville, Tennessee 37201

Melanie Davis
329 Cates Street
Maryville, Tennessee 37801

Vance Broemel
Consumer Advocate and Protection Division
Tennessee Attorney General and Reporter
P.O. Box 20207
Nashville, Tennessee 37202

Roger York
456 North Main Street, Suite 201
Crossville, Tennessee 38555

This the 24th day of October, 2015.



Shiva K. Bozarth

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE is executed this 5th day of April, 2016, effective as of October 26, 2015 (the "Effective Date"), by LAUREL HILLS CONDOMINIUM PROPERTY OWNERS ASSOCIATION, a Tennessee non-profit corporation (hereinafter "LAUREL HILLS").

WHEREAS, LAUREL HILLS has been requested to issue this Assignment and Bill of Sale assigning and conveying whatever interest it may have in and to certain of its former water company assets to the LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP (hereinafter "LAUREL HILLS RECEIVERSHIP").

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, LAUREL HILLS does hereby assign, remise, release and quit claim unto LAUREL HILLS RECEIVERSHIP forever, all of the right, title, interest, claim and demand which LAUREL HILLS has in and to the following personal property relating to the water system formerly operated by LAUREL HILLS on Renegade Mountain, Cumberland County, Tennessee, to-wit:

(SEE ATTACHED SCHEDULE "A")

TO HAVE AND TO HOLD the same together with all and singular, the appurtenances thereto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity and claim whatsoever of the said LAUREL HILLS.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed by the undersigned on the day and year first written above.

WITNESSES:

Judith A. Sullivan

Print Name: Judith A. Sullivan BY:

Lois Antenucci

Print Name: Lois Antenucci

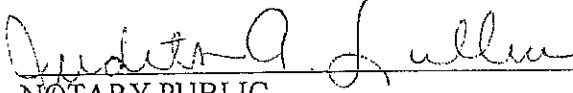
LAUREL HILLS CONDOMINIUM
PROPERTY OWNERS ASSOCIATION

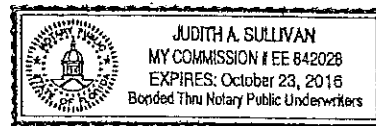
[Signature]
MICHAEL MCCLUNG, President of
LAUREL HILLS CONDOMINIUM
PROPERTY OWNERS ASSOCIATION,
a Tennessee non-profit association

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County foresaid to make acknowledgments, personally appeared MICHAEL MCCLUNG, as President of LAUREL HILLS CONDOMINIUM PROPERTY OWNERS ASSOCIATION, a Tennessee non-profit association, personally known to me or who produced _____ as identification, to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of April, 2016.


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:



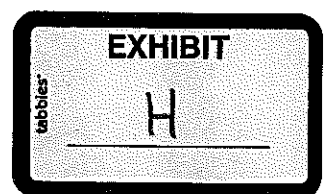
SCHEDULE "A"

LIST OF ASSETS TO BE CONVEYED TO THE RECEIVER

1. All water transmission lines;
2. All water service lines;
3. All water meters and valves;
4. The pumping station located on Mullinax Drive, Crab Orchard, Tennessee;
5. The water storage tank located next to the pumping station;
6. All other tangible assets used by Laurel Hills in connection with the Renegade Mountain Water System (currently in the possession of Laurel Hills Receivership);
7. All accounts receivable;
8. All rights under any contracts related to water service;
9. All service rights;
10. All other general intangible rights related to the provision of water service.

SUMMARY TIME SHEET- RMI
SERVICES PROVIDED FOR LAUREL HILLS WATER DISTRICT
FOR THE PERIOD 3/1/16 THROUGH 4/30/16

<u>Jeanne Barnes Bryant</u>			
	MARCH 2016 FEES	391.20	
	APRIL 2016 FEES	203.75	
		594.95	594.95
 <u>Receivership Management, Inc.</u>			
	MARCH 2016 FEES	2,165.15	
	APRIL 2016 FEES	1,239.75	
	MARCH & APRIL 2016 EXPENSES	591.71	
		3,996.61	3,996.61
 <u>Everett Sinor, Jr.</u>			
	MARCH 2016 FEES & EXPENSES	7,300.95	
	APRIL 2016 FEES & EXPENSES	3,965.02	
		11,265.97	11,265.97
 TOTAL FEES			 15,857.53



5/13/16

RMI EXP RECOVERABLE LHW
3/1/16 Through 4/30/16

Category Description	3/1/16- 3/31/16	4/1/16- 4/30/16	OVERALL TOTAL
5100 FEES RMI			
5300-RECEIVERS FEES	-357.60	-186.25	-543.85
5610-CONTRACT LABOR RMI	-1,876.05	-1,050.05	-2,926.10
5690-RMI OH EXPENSE	-322.70	-207.20	-529.90
TOTAL 5100 FEES RMI	-2,556.35	-1,443.50	-3,999.85
5150 FEES OTHER			
5697-OTHER CONTRACT LABOR	-7,300.95	-3,965.02	-11,265.97
TOTAL 5150 FEES OTHER	-7,300.95	-3,965.02	-11,265.97
5300 EXPENSES			
6205-COPIES	-183.10	-12.00	-195.10
6210-POSTAGE	-72.04	-8.87	-80.91
6222-TELEPHONE LONG DISTANCE	-5.60	0.00	-5.60
6350-TRAVEL EXPENSE	-310.10	0.00	-310.10
TOTAL 5300 EXPENSES	-570.84	-20.87	-591.71
OVERALL TOTAL	-10,428.14	-5,429.39	-15,857.53

MARCH 2016 FEES AND EXPENSES

Receivership Management, Inc.
P. O. Box 2307
Brentwood, TN 37024

Invoice for Professional Services

LAUREL HILLS WATER DISTRICT					March 2016
3/4/2016	Jeanne Barnes Bryant	UPDATE FROM SINOR RE HEARING, DISCUSSION RE RECEIVERSHIP PLAN AND INSURANCE ISSUE	0.2	\$163.00	\$32.60
3/9/2016	Jeanne Barnes Bryant	EMAIL RE LETTER FROM MOY TOY, DISCUSSION WITH ROB MOORE RE SAME, EMAIL FROM SINOR RE WITHDRAWAL	0.1	\$163.00	\$16.30
3/10/2016	Jeanne Barnes Bryant	EMAILS FROM EVERETT SINOR RE LETTER, E11 ISSUE, HEARING	0.2	\$163.00	\$32.60
3/11/2016	Jeanne Barnes Bryant	EMAIL FROM COUNSEL RE FILINGS ON DISCOVERY	0.2	\$163.00	\$32.60
3/14/2016	Jeanne Barnes Bryant	EMAILS FROM EVERETT SINOR RE REPORT, REVIEW SAME, EMAIL RE INFORMATION REQUEST FROM ROB MOORE, QUESTION RE SAME	0.2	\$163.00	\$32.60
3/15/2016	Jeanne Barnes Bryant	EMAIL FROM COUNSEL RE REPORT. EMAIL RE ADDITIONAL INFORMATION FROM JOHN MOORE, QUESTION TO ROB MOORE RE SAME	0.2	\$163.00	\$32.60
3/16/2016	Jeanne Barnes Bryant	EMAIL TO COUNSEL RE STATUS ON REPORT, EMAIL RE RATE FILING RESPONSE	0.2	\$163.00	\$32.60
3/17/2016	Jeanne Barnes Bryant	EMAIL FROM SINOR RE MOTION FILING, DISCUSSION RE RATE FILING, CALL WITH COUNSEL AND ROB MOORE RE SAME, REVIEW FILING	0.5	\$163.00	\$81.50
3/21/2016	Jeanne Barnes Bryant	EMAIL FROM SINOR RE SCHEDULE	0.1	\$163.00	\$16.30
3/23/2016	Jeanne Barnes Bryant	UPDATE RE DISCUSSION WITH GROUP ON FILINGS, RECEIVERSHIP PLAN	0.2	\$163.00	\$32.60
3/28/2016	Jeanne Barnes Bryant	EMAIL RE FILING	0.1	\$163.00	\$16.30
3/29/2016	Jeanne Barnes Bryant	EMAIL RE RESPONSES AND REPORT	0.1	\$163.00	\$16.30
3/30/2016	Jeanne Barnes Bryant	EMAIL FROM SINOR RE CAD RESPONSE AND FILING. REVIEW SAME	0.1	\$163.00	\$16.30

March 2016

LAUREL HILLS WATER DISTRICT

\$391.20

Total

Receivership Management, Inc.
P. O. Box 2307
Brentwood, TN 37024

Invoice for Professional Services

LAUREL HILLS WATER DISTRICT **March 2016**

Date	Service Provider	Description of Service	Hours	Rate	Total
3/1/2016	Jere P. Cowan	EMAIL FROM LANSFORD/STEPHENS RE: NEW UNIT OWNER	0.1	\$50.00	\$5.00
3/1/2016	Robert E. Moore, Jr.	CALL FROM E.SINOR RE: CONTACT ON MEETING WITH JOHN MOORE, UPDATE ON TANK AND LAND LICENSE DOCUMENTS .2; CALL WITH GEORGE HOLMES AT GARY MAXWELL INSURANCE RE: COVERAGE ON TANK AND EQUIPMENT .25; REVIEW EMAIL FROM D.WEAVER AT BROWN INSURANCE REPLY TO SAME .2	0.65	\$153.00	\$99.45
3/2/2016	Jere P. Cowan	RECEIPT RECORDED WATERLINE EASEMENT; EMAIL E. SINOR AND R. MOORE RE: SAME	0.1	\$50.00	\$5.00
3/3/2016	Jere P. Cowan	EMAIL FROM B. SPAULDING RE: VEC PAYMENT	0.1	\$50.00	\$5.00
3/3/2016	Robert E. Moore, Jr.	CALL TO E.SINOR RE:DISCOVERY REQUESTS, PENDING PROCEEDING BEFORE CHANCELLOR, RATE FILING, DOCUMENT CONCERNS .3; EMAIL TO B.SPAULDING AND C.SMITH APPROVAL TO PAY VOLUNTEER ELECTRIC .10	0.4	\$153.00	\$61.20
3/4/2016	Cody C. Smith	DISCUSSION ON COMPANY STATUS UPDATE FOR CURRENT PERIOD.	0.1	\$123.00	\$12.30
3/4/2016	Jere P. Cowan	EMAIL FROM LANSFORD/STEPHENS SENDING DEPOSIT UPDATE; UPDATE FINANCIAL ACCOUNTS	0.3	\$50.00	\$15.00
3/4/2016	Robert E. Moore, Jr.	UPDATE FROM E.SINOR RE: COURT HEARING .7	0.7	\$153.00	\$107.10
3/7/2016	Cody C. Smith	UPDATE REGISTER AND RECONCILE BANK ACCOUNT	0.3	\$123.00	\$36.90
3/7/2016	Robert E. Moore, Jr.	MEETING WITH C.SMITH RE: OPERATIONS INVOICES .2	0.2	\$153.00	\$30.60
3/9/2016	Cody C. Smith	CONFERENCE CALL WITH EVERETT AND HEATHER CONCERNING FEB REPORT FILINGS, CURRENT CHECKS OUTSTANDING, AND BANK RECONCILES FOR JAN AND FEB 2016.	0.5	\$123.00	\$61.50

LAUREL HILLS WATER DISTRICT

Date	Name	Description	Hours	Rate	Total
3/9/2016	Robert E. Moore, Jr.	CALL FROM E.SINOR RE: DISCOVERY QUESTIONS .10; FOLLOW UP CALLS RE: DISCOVERY AND CORRESPONDENCE FROM MOY TOY TO HARKELROAD .4; CALL TO E.SINOR RE: ADDITIONAL DISCOVERY QUESTIONS; DISCUSSION OF MOY TOY DOCUMENTS, IMPACTS ON RECEIVERSHIP PLAN, APPARENT DISPUTES BETWEEN HARKELROAD AND MOY TOY .8	1.3	\$153.00	\$198.90
3/10/2016	Jere P. Cowan	RECEIPT DISCOVERY FROM TRA; EMAIL TO E. SINOR AND R. MOORE RE: RECEIPT OF SAME; REVIEW SAME; EMAIL DEPOSIT UPDATE FROM LANSFORD/STEPHENS; UPDATE FINANCIAL ACCOUNTING RE: SAME	0.5	\$50.00	\$25.00
3/10/2016	Robert E. Moore, Jr.	CALL TO E.SINOR RE: REVISED DISCOVERY RESPONSES .75; DISCUSSION WITH J.BRYANT RE: MEETING WITH S.BOZARTH. E.MERRICK, V.BROMEL .2; CALLS TO S.BOZARTH, E.MERRICK AND FOLLOW UP EMAIL FOR REQUESTED MEETING ON MARCH 23 .2	1.15	\$153.00	\$175.95
3/11/2016	Robert E. Moore, Jr.	CALLS TO TNF&A RE: FIRST FEE PAYMENT INCORRECT PAYEE ON CHECK, RECEIVE RETURN CALL FROM SHERITA WOODS RE: INSTRUCTIONS TO GET REPLACEMENT CHECK .10	0.1	\$153.00	\$15.30
3/12/2016	Robert E. Moore, Jr.	DRAFT LETTER TO S.WOODS FOR REPLACEMENT CHECK .2	0.2	\$153.00	\$30.60
3/14/2016	Cody C. Smith	PREPARING EXHIBITS FOR COURT REPORTS.	0.2	\$123.00	\$24.60
3/14/2016	Jere P. Cowan	CONFERENCE WITH C. SMITH RE: EXHIBITS FOR STATUS REPORT	0.1	\$50.00	\$5.00
3/15/2016	Jere P. Cowan	EMAIL WITH J. BRYANT AND E. SINOR RE: THIRD REPORT DRAFT	0.2	\$50.00	\$10.00
3/16/2016	Jere P. Cowan	PREPARATION OF EXHIBITS FOR THIRD STATUS REPORT; EMAILS WITH E. SINOR SENDING THIRD REPORT WITH ATTACHMENTS;	1.3	\$50.00	\$65.00
3/17/2016	Jere P. Cowan	EMAIL WITH E. SINOR RE: DISCOVERY RESPONSES	0.1	\$50.00	\$5.00
3/18/2016	Jere P. Cowan	EMAIL FROM E. SINOR AND R. MOORE RE: NO RESPONSE FROM S. BOZARTH TODAY	0.1	\$50.00	\$5.00
3/21/2016	Cody C. Smith	DISCUSSIONS ON OUTSTANDING LIABILITIES PER GL. UPDATE GL FOR DISTRIBUTIONS.	0.3	\$123.00	\$36.90
3/21/2016	Jere P. Cowan	EMAIL DRAFT DISCOVERY RESPONSES FROM E. SINOR; REVIEW SAME; FORWARD FOR R. MOORE REVIEW & EXECUTION	0.2	\$50.00	\$10.00

LAUREL HILLS WATER DISTRICT

March 2016

Date	Name	Description	Hours	Rate	Total
3/21/2016	Robert E. Moore, Jr.	EMAIL UPDATE FROM E.SINOR RE: TELEPHONE CALL WITH ERIN MERRICK RE: SCHEDULING IN RATE HEARING .10	0.1	\$153.00	\$15.30
3/22/2016	Jere P. Cowan	EMAIL E. SINOR RE: EAGLES NEST CHECK; TELEPHONE CONVERSATION WITH E. SINOR RE: RESPONSES TO DISCOVERY AND CHECK; PREPARE UPDATES TO FINANCIAL ACCOUNTS; LETTER TO T. STEPHENS RE: UPDATING FUNDS	0.6	\$50.00	\$30.00
3/23/2016	Jere P. Cowan	CONFERENCE WITH E. SINOR RE: FINALIZING DISCOVERY; PREPARATION OF LETTER TO TRA FILING DISCOVERY RESPONSES; PREPARATION OF CERTIFICATE MAILINGS FOR SAME; CONFERENCE WITH E. SINOR RE: AFFIDAVIT FROM SHIVA; FINALIZE THIRD REPORT WITH EXHIBITS; FINALIZE LETT	2.6	\$50.00	\$130.00
3/23/2016	Robert E. Moore, Jr.	MEETING WITH TRA REPRESENTATIVES AND CAD REPRESENTATIVES RE: PLAN OF RECEIVERSHIP 2.5; BRIEFING WITH J.BRYANT AND E.SINOR 1.0; REVIEW INCORPORATION STATUTES .25	3.75	\$153.00	\$573.75
3/24/2016	Jere P. Cowan	EMAIL FROM S. BOZARTH; RECEIPT PAYMENT FUNDS; EMAIL TO E. SINOR AND R. MOORE RE: RECEIPT OF SAME; TRAVEL TO REGIONS RE: UPDATING FINANCIAL ACCOUNTS; PROCESS INVOICES FOR PAYMENTS	1	\$50.00	\$50.00
3/24/2016	Robert E. Moore, Jr.	DOCKET UPDATE FROM TRA .10	0.1	\$153.00	\$15.30
3/25/2016	Jere P. Cowan	EMAIL FROM R. MOORE RE: G. WILLIAMS DETAILS UPDATE; EMAIL FROM E. SINOR SENDING EMAIL FROM CROSSVILLE CHRONICLE; REVIEW AFFIDAVIT RE: SAME.	0.5	\$50.00	\$25.00
3/26/2016	Robert E. Moore, Jr.	REVIEW DRAFT RESPONSE TO CAD POSITION, EMAIL APPROVAL .2	0.2	\$153.00	\$30.60
3/28/2016	Cody C. Smith	POST FEE AND EXPENSE ACCRUALS TO GL. PREPARE MONTH END CLOSING ENTRIES AND UPDATE TRIAL BALANCE THRU 03-31-16. INSPECT ASSET AND LIABILITY ACCOUNTS FOR PROPER BACKUP DOCUMENTATION.	0.5	\$123.00	\$61.50
3/28/2016	Jere P. Cowan	ORGANIZATION OF PLEADINGS, PAYMENTS AND BANKING MATERIALS; EMAIL FROM E. SINOR RE: PUBLICATION CONFIRMATION; EMAILS WITH SINOR RE: REVISIONS TO AFFIDAVIT; EMAIL FROM LANSFORD & STEPHENS RE: FUNDING UPDATE	0.8	\$50.00	\$40.00

LAUREL HILLS WATER DISTRICT

March 2016

Date	Name	Description	Hours	Rate	Total
3/28/2016	Robert E. Moore, Jr.	VOICE MESSAGE FROM E.SINOR RE: FINAL TIMELINES FOR RESPONSES AND CROSSVILLE HEARING, ISSUE CONFIRMING EMAIL .10	0.1	\$153.00	\$15.30
3/29/2016	Jere P. Cowan	EMAIL WITH E. SINOR RE: PUBLICATION AFFIDAVIT CHANGES; AND EMAIL RE: RECEIPT OF TRA FUNDS AND UPDATING RESPONSES TO DISCOVERY;	0.2	\$50.00	\$10.00
3/29/2016	Robert E. Moore, Jr.	EMAIL FROM AND TO E.SINOR RESPONDING TO QUESTIONS FROM CAD ON USE OF WATER BY TIMESHARES .2; REVIEW SUPPLEMENTAL RESPONSE TO DISCOVERY AND PROVIDE APPROVAL .2	0.4	\$153.00	\$61.20
3/30/2016	Jere P. Cowan	EMAIL FROM E. SINOR SENDING SECOND DISCOVERY RESPONSES; REVIEW SAME; EMAIL TO SINOR RE: EDITS FOR SAME	0.3	\$50.00	\$15.00
3/30/2016	Robert E. Moore, Jr.	REVIEW DRAFT RESPONSE TO CAD MOTION TO DISMISS PORTION OF RATE FILING AND APPROVE .2	0.2	\$153.00	\$30.60
3/31/2016	Robert E. Moore, Jr.	REVIEW QUESTIONS ON ACCOUNTING OF TAP FEES AND MONTHLY WATER PAYMENT RESERVE ON EAGLES NEST AND CONFIRM UNDERSTANDING WITH E.SINOR AND HEATHER AT TERRY STEVENS .10	0.1	\$153.00	\$15.30
Total					\$2,165.15

**G. Everett Sinor, Jr.
Attorney at Law**

April 1, 2016

Receivership Management, Inc.
Attn: Mr. Robert E. Moore, Jr.
1101 Kermit Drive, Suite 735
Nashville, Tennessee 37217

RE: *March 2016 Billing – RMI/Laurel Hills Water System in Receivership*

VIA UNITED STATES FIRST CLASS MAIL & ELECTRONIC MAIL

Dear Mr. Moore:

Please find enclosed herewith my billings for the previous month on the matter referenced above. If you have any questions about this bill, please do not hesitate to contact me.

Yours sincerely,



G. Everett Sinor, Jr.
Attorney at Law

Enclosure

G. Everett Sinor, Jr., Attorney at Law

<u>Date</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
3/1/2016	Email from J Moore re meeting of interested persons; email to S Bozarth re deed and license; T.C. w B Gastel re deed, license, bill of sale and grantee name; reivew of closure request & data request in 12-77; email to R Moore re same; T.C. w R Schwerer w Moy Toy re water parcel and tower deed, irrevocable license & bill of sale on schedule A items; email to R Schwerer, S Bozarth & B Gastel re same	1.3		
3/2/2016	Response to J Moore conf call invitation; review J Moore email; Review of CAD response to Motion for Clarification; review of quitclaim deed from R Schwerer; review J Cowan email re recordation of Eagle's nest deed; T.C. w R Schwerer; email to R Schwerer re quitclaim deed and other docs	0.6		
3/3/2016	J Moore & S Bozarth called conference call; T.C. w R Moore re conf call and other LHWS matters; T.C. w V Broemel re quitclaim deed from Moy Toy; review TRA discovery request; review AG CAD discovery request; contact Cumberland County Register of Deeds concerning recordation fee; Review of Motion for clarification docs in anticipation of hearing	3.8		
3/4/2016	Travel to Cookeville for Motion for Clarification hearing; Motion for clarification hearing, discussion w J Moore; T.C. w R Moore and J Bryant re LHWS plan and developments; travel to Nashville from motion hearing; T.C. w P Burge at AJGallagher re G/L insurance for the estate; T.C. w M Hargis at AJGallagher re same; email to M Hargis with copies of reports and request for insurance; email to R Moore and J Bryant re same	5.8		
3/5/2016	Review R Schwerer email on irrevocable license; email to and from M Hargis re insurance	0.1		
3/6/2016	Drafting of Discovery responses to CAD; review of B Gastel letter & attachment responding to data request	2.4		
3/7/2016	Drafting of Discovery responses to CAD; email to R Moore with draft of discovery responses	1.2		
3/8/2016	review R Schwerer email on irrevocable license and schedule A conveyance document, emails to B Gastel & S Bozarth re same; Email to M Hargis re insurnace and response; review of CAD second discovery request, preparation of first draft response; review of order amending procedural schedule	1.2		

3/9/2016	<p>Review J Moore email and filed correspondence with TRA; email from R Moore re irrevocable license rights and Moy Toy letter to Eagles Nest; T.C. (2) w R Moore re discovery responses; C.C. w Heather @ Langford & Stephens & C Smith @ RMI re monthly reports; review of AG CAD letter in show cause matter; review of TRA Party Staff notice of withdrawal; email to R Moore re same and CAD letter filing; email from Heather w T Stephens office re: A/R summary format; review of R. Moore emails re irrevocable license and water tower historical billings; revisions of response to first discovery requests; preparation of public notice on change in tariff and R Moore affidavit; email to R Moore & J Bryant re numerous LHWS issues</p>	6.1
3/10/2016	<p>Exc hange VMs w Chancellor Thurman's officer re motion on second report; letter to Reg of Deeds re irrevocable license; T C w B Stewart re request for letter to TRA; email to J Bryant & R Moore re same; Procedural matters from email from CAD; T C w R Moore re same; T.C. w S Bozarth re withdrawal and proposed letter requested by J Moore; Affidavit and public notice drafting; T. Stephens email on billing; revisions to 1st discovery response; T.C. w R Moore re same; drafting of third report to court; T.C. w R Moore re same; discussion with R Moore re same;</p>	4.2
3/11/2016	<p>email from R Moore re meeting to discuss LHWS issues; email from J Moore w CAD letter for LHWS show cause proceeding; T C w Sharla Dillon re electronic filing in different dockets; filing and distribution of reponses to first and second CAD discovery requests and customer letter support</p>	1.0
3/13/2016	<p>Completion of First Draft of Third Report to Court & motion for fees and expenses, affidavits and proposed order</p>	1.5
3/14/2016	<p>Review of public comment from E Bolin at COUD; T.C. w G Williams & email re Eagles Nest, leak on mountain and customer list; revisions to third report and transmission of draft for review; R Moore emails & J Bryant emails re third report and S Bozarth request for conf call; email from S Bozarth re same</p>	0.8
3/15/2016	<p>R Moore & S Bozarth emails re 3rd report to court and meeting on 23rd of March; review of J Moore email re property rights of LHWS; review of M Hargis (AJG) email re insurance; T.C. w R Moore re 3rd report and other LHWS issues; T.C. w J Bryant re 3rd report</p>	0.6

3/16/2016	Finalize 3rd report of receiver to court; T.C. w E Merrick w CAD concerning numerous LHWS issues including the emergency rate petition; review of proposed order from CAD on motion for clarification; call to Alda w Chancellor Thurman's office re: second report order; email to T. Stephens re notice and filing reqd by TRA; T.C. (3) w J Cowan re 3rd report; T.C. w Crossville Chronicle re req'd public notice; email to S Bozarth w third report and ancillary docs, including affidavit	2.6
3/17/2016	T.C. w E Merrick re: rescheduling and emails and requests on TRA rate petition; email w J Bryant re same; review of TRA filing to change or amend Order Appointing Receiver; T.C. w J Bryant & R Moore re request of CAD on scheduling and TRA petition matters; Email to E Merrick re same and composition of S Bozarth email	3.0
3/18/2016	T.C. w G Williams about 5 different customers; emails to Heather w T Stephens office and G Williams w customer information	0.4
3/20/2016	Email to R Moore & B Spaulding re Eagle's Nest check; Comp of Supplemental Response to CAD's first discovery; review of TRA motion to alter	0.8
3/21/2016	email from S. Bozarth re schedule; review of CAD statement of position in TRA rate hearing matter; T.C. w E Merrick re schedule, statement of position, and possible outcomes in Crossville and CAD position with outcomes	0.5
3/22/2016	Review of G Williams letter & invoices re winter leak; email to R Moore re same; T.C. w S Bozarth re Motion to Alter or Amend & different LHWS issues	0.4
3/23/2016	Pre-meeting w R Moore re LHWS issues; meeting with S Bozarth, R Moore, E Merrick & V Broemel re LHWS issues; mtg w J Bryant & R Moore re: steps to take in LHWS receivership	4.6
3/24/2016	Email to M Hargis re Insurance; review of proc. Deadlines forward insurance response from G. Williams to M Hargis at AJG on presence at water system; review of CAD's motion to strike draft statement of position; draft response to CAD's statement of position	0.2
3/26/2016	Finalize response to CAD's statement of position; email to J Cowan re REM affidavit	1.4
3/28/2016	Review of E Merrick email re Moy Toy; email to G Williams re same; C.C. w E Merrick and AG staff re Renegade Mountain properties; prep of 2d supp response to CAD's discovery request; T.C. w G Williams re billing addresses, physical addresses, and access to LHWS	0.7
3/29/2016		1.1

3/30/2016	Preparation of Response to CAD's motion to dismiss; email to R Moore & J Bryant re same; review of E Merrick email re Renegade Mtn. plats	3.5		
3/31/2016	Email to Heather at T Stephens office re Eagles Nest payment and proper accounting of such; T.C. w M Hargis re insurance request from CAN underwriter; revisions to response to CAD's motion to dismiss;	<u>0.6</u>		
	Hourly Billing Total	50.4	\$140.00	\$7,056.00

		<u>Miles</u>	<u>Rate</u>	
3/4/2016	Mileage from Nashville to Cookeville to Nashville	<u>162.0</u>		
	Mileage Total	162.0	\$0.47	\$76.14

3/3/2016	Cumberland County Register of Deeds recordation fee	\$27.00		
3/4/2016	Travel Day Meals Per Diem	\$29.25		
3/11/2016	Mailing for Discovery Responses	\$41.42		
3/14/2016	Cumberland County Register of Deeds recordation fee	\$52.00		
3/28/2016	Mailing for Response to CAD's SOP	\$13.83		
3/30/2016	Mailing for Discovery Responses	<u>\$5.31</u>		

Other Expenses Reimburseable Total \$168.81

Balance Owed this month **\$7,300.95**

Previous Balance Owed \$16,143.30

Total Amount Due and Payable **\$23,444.25**

Please remit payment to: Everett Sinor, 3504 Robin Road, Nashville, Tennessee 37204

The UPS Store - #3355
115 Penn Warren Drive,
Suite 300
Brentwood, TN 37027
(615) 377-8100

The UPS Store - #3355
115 Penn Warren Drive
Suite 300
Brentwood, TN 37027
(615) 377-8100

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03/11/16 12:50 PM

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001 500051 (022) TO \$ 3.83
First Class Mail
002 500051 (022) TO \$ 10.00
First Class Mail QTY 5
Reg Unit Price \$ 2.00

SubTotal \$ 13.83
Total \$ 13.83

VISA \$ 13.83
ACCOUNT NUMBER * *****3218
Appr Code: (S) Sale



001 500490 (022) TO \$ 28.35
Flat QTY 5
Reg Unit Price \$ 5.67
002 001040 (001) TO \$ 9.73
Ground Commercial
Tracking# 1Z66321F0354881908
003 020587 (002) T1 \$ 3.05
12x9x3 Box

SubTotal \$ 41.13
State and County Tax (T1) \$ 0.29
Total \$ 41.42

Receipt ID 83997718665057888300 006 Items
CSH: JOEY Tran: 9495 Reg: 001

VISA 13.83
Appr Code: (S) Sale

VISA \$ 41.42
ACCOUNT NUMBER * *****3218
Appr Code: (S) Sale

EVERETT SINOR

CENTER COPY

Postage for LAWS filing

Receipt for CASH

Statement of Patricia

Receipt ID 82997718433540888026 007 Items
CSH: TONYA Tran: 1974 Reg: 002

RETURN W/ RECEIPT FOR 15% OFF NXT PURCHASE
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JUDY GRAHAM SWALLONS
Register of Deeds
CUMBERLAND County, TN

Payment Receipt
Batch# 98365

03/07/2016

JUDY GRAHAM SWALLONS
Register of Deeds
CUMBERLAND County, TN

Payment Receipt
Batch# 98547

03/14/2016

RCVD OF: EVERETT SINOR

When Revenue Is Paid By Check, Receipt
Is Not Valid Until Check Is Paid By Bank

Check # 5277 27.00

Inst # 16002660 10:35 AM
QUITCLAIM DEED
Book: 1470 Page: 2178
Grantor:MOY TOY LLC
Grantee:RECEIVERSHIP MANAGEMENT INCORPOR
Transfer Amt 50.00
Recording Fee 25.00
DP Fee 2.00
Document Total: 27.00

Batch Total: 27.00

Return To:
EVERETT SINOR

lets make

RCVD OF: EVERETT SINOR

When Revenue Is Paid By Check, Receipt
Is Not Valid Until Check Is Paid By Bank

Check # 5278 52.00

Inst # 16002973 11:00 AM
AGREEMENT
Book: 1471 Page: 456
Grantor:MOY TOY LLC
Grantee:LAUREL HILL CONDOMINIUM PROPERTY
Recording Fee 50.00
DP Fee 2.00
Document Total: 52.00

Batch Total: 52.00

Return To:
G. EVERETT SINOR JR.

The UPS Store - #4687
718 Thompson Ln
Ste 108
Nashville, TN 37204
(615) 301-5006

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BUSINESS DAY 03/31/16

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001 009015 (029)	TO \$	5.31
Forever Stamp	NR QTY	9
Reg Unit Price	\$	0.59
SubTotal \$		5.31
Total \$		5.31

VISA \$ 5.31
ACCOUNT NUMBER * *****3218
Appr Code: (S) Sale

Items Designated NR are NOT eligible
for Returns, Refunds or Exchanges.

Receipt ID 83016418585396888812 009 Items
CSH: Megan Tran: 9138 Reg: 001

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APRIL 2016 FEES AND EXPENSES

Receivership Management, Inc.
P. O. Box 2307
Brentwood, TN 37024

Invoice for Professional Services

LAUREL HILLS WATER DISTRICT				April 2016
4/1/2016	Jeanne Barnes Bryant	EMAIL FROM COUNSEL RE CAD FILING AND ISSUE RE HEARING	0.2	\$163.00
4/7/2016	Jeanne Barnes Bryant	UPDATE FROM ROB MOORE, EMAIL RE ORDER	0.1	\$163.00
4/8/2016	Jeanne Barnes Bryant	EMAIL FROM SINOR RE MOY TOY, RESPONSE RE SAME	0.1	\$163.00
4/11/2016	Jeanne Barnes Bryant	EMAIL RE LETTER ON MOY TOY FROM COUNSEL	0.1	\$163.00
4/14/2016	Jeanne Barnes Bryant	EMAIL RE TAX FILING	0.1	\$163.00
4/20/2016	Jeanne Barnes Bryant	EMAIL RE MARCH REPORT	0.1	\$163.00
4/21/2016	Jeanne Barnes Bryant	EMAIL RE PAYMENTS, EMAIL FROM COUNSEL RE FILING, EMAIL FROM ROB MOORE RE SAME	0.2	\$163.00
4/27/2016	Jeanne Barnes Bryant	DISCUSSION WITH ROB MOORE RE CHECKS AND SCHEDULE	0.1	\$163.00
4/29/2016	Jeanne Barnes Bryant	EMAIL FROM COUNSEL RE MARCH REPORT, QUESTION RE APRIL ISSUES, RESPONSE RE SAME	0.25	\$163.00
Total				\$203.75

Receivership Management, Inc.
P. O. Box 2307
Brentwood, TN 37024

Invoice for Professional Services

LAUREL HILLS WATER DISTRICT **April 2016**

Date	Service Provider	Description of Services	Hours	Rate	Total
4/1/2016	Jere P. Cowan	EMAIL FROM R. MOORE SENDING T. STEPHENS INVOICE AND APPROVAL FOR PAYMENT OF SAME; DEPOSIT DETAILS RECEIVED FROM T. STEPHENS; UPDATE FINANCIAL ACCOUNTS RE: SAME	0.4	\$50.00	\$20.00
4/1/2016	Robert E. Moore, Jr.	REVIEW ACCOUNTING INVOICE, APPROVE SAME AND FORWARD TO C.SMITH FOR PAYMENT .10	0.1	\$153.00	\$15.30
4/5/2016	Jere P. Cowan	TELEPHONE CONVERSATION WITH E. SINOR RE: MEMORANDUM FILING AND RE: R. MOORE AFFIDAVIT RE: PUBLICATION; PREPARATION OF MEMORANDUM FOR FILING AND CERTIFICATE MAILINGS; PREPARE LETTER TO CLERK & MASTER FILING SAME; PREPARE FEDERAL EXPRESS SENDING MEMORANDUM	1.7	\$79.00	\$134.30
4/5/2016	Robert E. Moore, Jr.	REVIEW DRAFT RESPONSE TO TRA MOTION TO AMEND RECEIVERSHIP ORDER, MAKE CORRECTIONS AND FILE, EMAIL UPDATE TO E.SINOR RE: SAME .25	0.25	\$153.00	\$38.25
4/7/2016	Robert E. Moore, Jr.	EMAIL UPDATE FROM E.SINOR RE: TRA MOTION TO ALTER RECEIVERSHIP ORDER, UPDATE ON FEE APPROVAL ORDER, FORWARD SAME TO J.BRYANT .10; DISCUSSION OF BILLINGS OF TERRY STEVENS AND MICROBAN WITH C.SMITH .2	0.3	\$153.00	\$45.90
4/8/2016	Jere P. Cowan	RECEIPT AFFIDAVIT OF PUBLICATION FROM CROSSVILLE CHRONICAL; EMAIL TO E. SINOR AND R. MOORE RE: SAME; RECEIPT INVOICES FOR PAYMENT; PROCESS SAME AND FORWARD; RECEIPT DEPOSIT FROM T. STEPHENS OFFICE; UPDATE FINANCIAL RECORDS RE: SAME	0.8	\$79.00	\$63.20

LAUREL HILLS WATER DISTRICT

April 2016

Date	Person	Description	Hours	Rate	Total
4/8/2016	Robert E. Moore, Jr.	EMAILS FROM E.SINOR, CLERK AND MASTER, RE: DENIAL OF MOTION FOR CLARIFICATION, CORRESPONDENCE FROM JOHN MOORE COUNSEL .10; REVIEW EMAIL FROM E.SINOR RE: CUSTOMERS NOT BEING BILLED, REVIEWED INFORMATION AND APPROVED RECOMMENDATION TO BEGIN BILLING RESIDENC	0.4	\$153.00	\$61.20
4/11/2016	Jere P. Cowan	DEPOSIT INFORMATION FROM T. STEPHENS; UPDATE FINANCIAL ACCOUNTS RE: SAME	0.4	\$50.00	\$20.00
4/12/2016	Robert E. Moore, Jr.	CALL FROM E.SINOR RE: DISCUSSIONS WITH J.MOORE, INSTRUCT MR. SINOR TO CONTACT ATTORNEY FOR CUMBERLAND COUNTY RE: CORRESPONDENCE TO S.BOZARTH RE: RADIO TOWER .25; REVIEW INFORMATION ON MOY TOY SENT BY S.BOZARTH .25	0.5	\$153.00	\$76.50
4/13/2016	Robert E. Moore, Jr.	REVIEW EMAIL FROM T.STEVENS RE: ACCOUNTING BASIS QUESTIONS, FORWARD TO E.SINOR AND C.SMITH, RECEIVE UPDATE FROM C.SMITH, ADVISE E.SINOR AND T.STEVENS .10	0.1	\$153.00	\$15.30
4/14/2016	Cody C. Smith	DISCUSSION WITH R. MOORE AND TERRY STEPHENS ON ACCOUNTING BASIS USED FOR FILING TAX RETURN.	0.5	\$123.00	\$61.50
4/15/2016	Jere P. Cowan	EMAIL FROM T. STEPHENS SENDING DEPOSIT DETAILS; UPDATE FINANCIAL RECORDS RE: SAME	0.4	\$50.00	\$20.00
4/17/2016	Robert E. Moore, Jr.	REVIEW EMAIL FROM M.MCCLUNG REQUESTING SERVICE FOR ONE CONDO IN A BUILDING, FORWARD TO E.SINOR FOR COMMENT .2	0.2	\$153.00	\$30.60
4/18/2016	Robert E. Moore, Jr.	REVIEW EMAILS FROM E.SINOR, E.MERRICK RE: TRA RATE HEARING, SIGN PUBLICATION AFFIDAVIT, RESPOND TO E.SINOR ON SETTING OF CUSTOMER MEETING .2	0.2	\$153.00	\$30.60
4/19/2016	Jere P. Cowan	EMAIL DEPOSIT DETAILS FROM T. STEPHENS; UPDATE FINANCIAL ACCOUNT DETAILS RE: SAME; EMAIL WITH E. SINOR RE: R. MOORE AFFIDAVIT AND PUBLICATION NOTICE FOR ATTACHMENT; PREPARE NOTICE FOR FINALIZATION AND FORWARDING; ELECTRIC FILING OF AFFIDAVIT; EMAIL COUNSEL RE: SAME; PREPARE AFFIDAVIT FOR MAILING TO TRA FOR FILING AND TO COUNSEL COPIES	1.3	\$50.00	\$65.00

LAUREL HILLS WATER DISTRICT

April 2016

Date	Attorney Name	Description	Hours	Rate	Total
4/20/2016	Jere P. Cowan	PREPARATION OF R. MOORE AFFIDAVIT FOR FILING WITH TRA; EMAILS WITH E. SINOR RE: SAME AND PUBLICATION DETAILS; PREPARE COVER LETTER TO S. DILLON WITH TRA FILING SAME; EMAIL TO DILLON FILING ELECTRONICALLY; PREPARATION OF COUNSEL COPIES; FORWARD SAME	1	\$50.00	\$50.00
4/20/2016	Robert E. Moore, Jr.	CALL WITH E.SINOR RE: DRAFT RESPONSE TO M.MCCLUNG RE: CONDO WATER, UPDATE DRAFT FOR REVIEW .5; FOLLOW UP EMAILS ON MEETINGS IN CROSSVILLE .10; UPDATE FROM G.WILLIAMS RE: SIGNIFICANT LEAK AND REPAIR .10	0.7	\$153.00	\$107.10
4/21/2016	Jere P. Cowan	TELEPHONE CALL FROM TRA OFFICE RE: NOTICE FILING; EMAILS WITH E. SINOR RE: CHANGES TO SAME; EMAIL FROM E. SINOR AND CROSSVILLE CHRONICLE RE: NOTICE PUBLICATION; EMAILS RE: NEW AFFIDAVIT FOR R. MOORE	0.3	\$50.00	\$15.00
4/21/2016	Robert E. Moore, Jr.	REVIEW DRAFT RESPONSE TO CAD REVISED POSITION STATEMENT AND APPROVE .2; CALL FROM E.SINOR RE: TRIP PLANNING, RECENT LEAK REPORT, PUBLICATION OF HEARING NOTICE, DIRECTED HIM TO MAKE CONTACT WITH MOY TOY COUNSEL .3	0.5	\$153.00	\$76.50
4/22/2016	Jere P. Cowan	EMAIL FROM E. SINOR RE: PUBLICATION IN CROSSVILLE CHRONICLE AND PROCESSING SAME FOR PAYMENT; PREPARE PAYMENT FOR PUBLICATION; FORWARD FED X OF SAME; TRAVEL TO FED X SHIPMENT FOR SAME	1	\$50.00	\$50.00
4/25/2016	Jere P. Cowan	EMAIL EXCHANGE WITH E. SINOR AND CROSSVILLE CHRONICLE RE: PUBLICATION NOTICE CONFIRMATION; EMAIL DEPOSIT DETAIL FROM T. STEPHENS OFFICE; UPDATE FINANCIAL RECORDS RE: SAME	0.5	\$50.00	\$25.00
4/27/2016	Jere P. Cowan	EMAIL FROM CROSSVILLE CHRONICLE RE: PUBLICATION CONFIRMATION	0.1	\$50.00	\$5.00
4/27/2016	Robert E. Moore, Jr.	REVIEW EMAIL FROM T.STEVENS RE: M.MCCLUNG WATER ACCOUNT, VOICE MESSAGE FROM E.SINOR RE: SAME .2; UPDATE J.BRYANT RE: STATUS OF INSURANCE .2	0.4	\$153.00	\$61.20
4/28/2016	Cody C. Smith	EMAIL WITH EVERETT TO RECEIVE INVOICE FOR LEAK REPAIRS.	0.1	\$123.00	\$12.30
4/28/2016	Robert E. Moore, Jr.	REVIEW AND APPROVE INVOICE FOR LEAK REPAIR .10	0.1	\$153.00	\$15.30

LAUREL HILLS WATER DISTRICT

April 2016

Date	Name	Description	Hours	Rate	Total
4/29/2016	Cody C. Smith	POST FEE AND EXPENSE ACCRUALS TO GL. PREPARE MONTH END CLOSING ENTRIES AND UPDATE TRIAL BALANCE THRU 04-30-16. INSPECT ASSET AND LIABILITY ACCOUNTS FOR PROPER BACKUP DOCUMENTATION. PREPARE SCHEDULE OF RECEIPTS AND DISBURSEMENTS THRU 04-30-16.	0.5	\$123.00	\$61.50
4/29/2016	Jere P. Cowan	ASSISTANCE WITH PREPARATION OF STATUS REPORT AND SUPPORTING EXHIBITS; CONFERENCES WITH C. SMITH RE: FUNDS ON DEPOSIT, ASSETS AND DISTRIBUTION VALUES; COMPLETE DISTRIBUTION CALCULATIONS; EMAIL FROM E. SINOR RE: UPDATED STATUS REPORT INCLUDING APRIL; REVIEW	0.8	\$79.00	\$63.20
Total					\$1,239.75

**G. Everett Sinor, Jr.
Attorney at Law**

May 2, 2016

Receivership Management, Inc.
Attn: Mr. Robert E. Moore, Jr.
1101 Kermit Drive, Suite 735
Nashville, Tennessee 37217

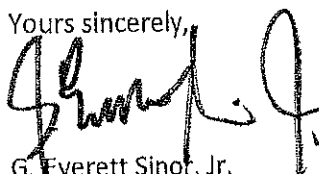
RE: April 2016 Billing – RMI/Laurel Hills Water System in Receivership

VIA UNITED STATES FIRST CLASS MAIL & ELECTRONIC MAIL

Dear Mr. Moore:

Please find enclosed herewith my billings for the previous month on the matter referenced above. If you have any questions about this bill, please do not hesitate to contact me.

Yours sincerely,



G. Everett Sinor, Jr.
Attorney at Law

Enclosure

G. Everett Sinor, Jr., Attorney at Law

<u>Date</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
4/1/2016	Conf. call w E Merrick re: email from TRA hearing officer; finalyze and file response to CAD's motion to dismiss; respond to email (2) from Heather @ T Stephens' office re Eagle's nest; email to E Merrick; review of hearing officer email; T C w S Bozarth re: motion to alter and amend and hearing officer email	0.8		
4/5/2016	T C w S Bozarth re Motion to alter or amend; draft resopnse to montion; email to R Moore and J Bryant w draft of response to motion; review of TRA hearing officer email; call w R Moore re same; review M Davis letter re irrevocable license	1.4		
4/6/2016	Providing copies of cited cases to response and transmittal; review of CAD's response to TRA's motion to alter or amend; email to E Merrick re hearing officer email; review of bill of sale from R Schwerer; email response to R Schwerer; letter to M Davis in response to questions from J Moore; drive to Crossville, Tenn for hearing	3.7		
4/7/2016	Hearing at Crossville Chancery Court on TRAs motion to alter or amend; travel to COUD for meeting; meeting w E Bolin & G Williams at COUD about recelvership matters; travel back to Nashville, Tenn.; distribution or order granting receiver's motion for fees; email from E Merrick re coples of orders; review Order granting motion to intervene issued by TRA hearing officer	5.5		
4/8/2016	Review of order denying TRA's motion for clarification; review of M Davis letter re J Moore's titling issues on Renegade Mtn; email to R Moore & Heather re: LHWS customer list; email to R Moore re: public notice of rate hearing; email to V Broemel re Eagle's Nest dispute with Moy Toy; draft of letter to Moy Toy re general issues of LHWS	1.5		
4/11/2016	T.C. w J Moore on legal/titling issues; review of Moy Toy's response to J Moore's discovery request from S Bozarth email; T.C. w E Merrick re rate hearing schedule amendment; R Moore voice mail re J Moore T.C. and Renegade Mtn titling issues; revisions to Moy Toy letter; email to R Moore re J Moore conversation and revisions; Emails from E Merrick re rate hearing schedule; E Merrick request for third report email; review CAD motion on amended schedule	1.6		

4/12/2016	T C w Rob Moore re different LHWS matters; review the TRA party staff proposed amended receivership order; prep of Moy Toy letter; review of Moy Toy docket at TRA with withdrawal of dismissal; Voice mail for J Moore on meeting date; message for Randal Boston re: his letter to TRA; T.C. w S Bozarth re same	1.4
4/14/2016	Review of Cumberland County filing; review of TRA party staff filing in 12-00077 withdrawing dismissal against Laurel Hills Condos POA; review of T Stephens email on taxes; email to C Smith & R Moore re same; review and response to M Hargis email re insurance	0.3
4/15/2016	Review of J Moore email re: Renegade Mtn	0.1
4/17/2016	Review of M McClung email requesting service from LHWS; email to R Moore re same	0.1
4/18/2016	Emails to R Moore (7) re LHWS (E Merrick T.C.; date for pre-community mtg; draft of options sheet; J Moore's email); T.C. w B Stewart re funding request; review J Moore email re E Bolin attendance at pre-mtg; T.C. w E Merrick on amended statement of position; composition of options sheet; email to V Broemel, E Merrick & S Bozarth re options sheet; review CAD's amended statement of position; email to R Moore re same; email to J Moore in response to his request for E Bolin's attendance at pre-meeting; email to T Stephens to reserve conference room	1.4
4/19/2016	Response to J Moore email on place for conf.; review of REM affidavit on public notice; call to J Cowan re same; T.C. w Randal Boston, atty for Cumberland County re his letter to REM	0.3
4/20/2016	Review of R Moore email to M McClung; T.C. w R Moore re same; email w suggested revisions to M McClung response; review R Moore email with different revisions; T.C. w J Cowan re REM affidavit and notice; email from G Williams re leak on mountain; T.C. w G Williams re same and mtg in Crossville	0.9
4/21/2016	Emails from S Bozarth & E Merrick on notes to community meeting; Email to J Moore & W Harkleroad re same; review of J Cowan email on notice of TRA hearing; draft of amended statement of position for TRA hearing; email to J Cowan and R Moore on notice; emails to T Stephens & Crossville Chronicle on new notice of TRA hearing to water system customers; c c w S Bozarth, J Shirley & D Foster re request for service; email w Crossville Chronice re notice and email to C Smith & J Cowan concerning payment; filing of amended SOP; T C w R Moore re LHWS matters	2.4

4/22/2016	T C w G Williams re hookup for Laurel Hills Condos unit; email draft to R.Moore re same; draft letter to Randal Boston re: e911 tower; message for G Logue re: Moy Toy's interests; email to B Shelton re public notice in newspaper	0.7		
4/25/2016	Review of Crossville Chronicle email from B Shelton; TC w Heather @ T Stephens office re new public notice;	0.1		
4/26/2016	Review R. Moore email; send public notice email to J Cowan w RMI; review and modify REM affidavit w dates	0.1		
4/27/2016	review of email from Heather @ T Stephens office re M McClung showing up to sign up for service; T.C. w Heather re same; call to REM re same; review of S Bozarth email w letter from Roger York, COUD attorney with offer on LHWS	0.2		
4/28/2016	Emails to M Hargis re: insurance; review G Williams email re: w COUD invoice for pipe leak repair; T.C. w Connie at C&M's office re amended order appointing receiver; draft of fourth report and motion for fees and expenses	2.7		
4/29/2016	Review of Moy Toy discovery request; TRA hearing officer email and report; T.C. w REM re: fourth report; revisions and clean-up to fourth report; review of new order in rate case; T.C. w S Bozarth	<u>1.1</u>		
	Hourly Billing Total	26.3	\$140.00	\$3,682.00
		<u>Miles</u>	<u>Rate</u>	
4/6/2016	Travel from Nashville to Crossville	113.2		
4/7/2016	Travel from Crossville to Nashville	<u>113.2</u>		
	Mileage Total	226.4	\$0.47	\$106.41
4/1/2016	Postage for mailing of Response to Motion to Dismiss	\$16.05		
4/6/2016	Travel Day Meals Per Diem	\$29.25		
4/7/2016	Travel Day Meals Per Diem	\$29.25		
4/7/2016	Hotel Bill at Baymont Inn for Crossville hearing	\$93.79		
4/21/2016	Postage for mailing of Amended Statement of Position	<u>\$8.27</u>		

Other Expenses Reimburseable Total		<u>\$176.61</u>
Balance Owed this month		\$3,965.02
Previous Balance Owed	\$7,300.95	
Total Amount Due and Payable		\$11,265.97

Please remit payment to: Everett Sinor, 3504 Robin Road, Nashville, Tennessee 37204

The UPS Store - #3355
115 Penn Warren Drive
Suite 300
Brentwood, TN 37027
(615) 377-8100

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001 500051 (022) TO \$ 4.20
First Class Mail
002 500051 (022) TO \$ 11.85
First Class Mail QTY 5
Reg Unit Price \$ 2.37

SubTotal \$ 16.05
Total \$ 16.05

VISA \$ 16.05

ACCOUNT NUMBER *
Appr Code: (S) Sale

*****3218

Receipt ID 83997716525763888342 006 Items
CSH: JOEY Tran: 9581 Reg: 001

RETURN W/ RECEIPT FOR 15% OFF NXT PURCHASE
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UPS - please for response on in to D.



001 500051 (022) TO \$ 2.62
First Class Mail
002 500051 (022) TO \$ 5.65
First Class Mail QTY 5
Reg Unit Price \$ 1.13

SubTotal \$ 8.27
Total \$ 8.27

Debit Card \$ 8.27

Receipt ID 82997713322696888850 006 Items
CSH: Diane Tran: 2838 Reg: 002

Sale

*****3218

Debit Entry Method: Swiped
Acct Type: Checking

Trace:00000004 Appr Code:060900
Retrieval #:MK0043827407 Batch #:

Amount \$ 8.27

Merchant Total \$ 8.27

Approved

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(excludes USPS) EXPIRES 1 WEEK FROM TODAY!

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BAYMONT CROSSVILLE

4038 HIGHWAY 127 NORTH
CROSSVILLE, TN 38571 US

Phone: (931) 456-9338

Fax: (931) 456-8758

Email: rajpatel@baymontinncrossville.net

Printed: 4/7/2016 8:15:38 AM

Folio (Detailed)

Name:	SINOR, EVERETT		Confirmation Number:	43031614
			Account Number:	909-636986
			WyndhamRewards #:	151571931B
Address:	3504 ROBIN RD NASHVILLE, TN 37204 US		Nights:	1
Room:	302	Room Type:	NK1,	Guests: 2/0
Rate Plan:	RACK	Daily Rate:	\$79.99 + \$13.80 Tax	GTD: VI - VISA
Arrival:	4/6/2016 (Wed)	Departure:	4/7/2016 (Thu)	XXXX XXXX XXXX 3218

Room Rate:
4/6/2016 (Wed) - 4/6/2016 (Wed) \$79.99 + \$13.80 Tax per night.

Date	Code	Description	Amount	Balance
4/6/2016	RM	ROOM CHARGE	\$79.99	\$79.99
4/6/2016	TAX1	STATE TAX	\$7.80	\$87.79
4/6/2016	TAX2	CITY TAX	\$6.00	\$93.79
4/7/2016	VI	VISA XXXX XXXX XXXX 3218	(\$93.79)	\$0.00

Summary

Room	Tax	F&B	Other	CC	Cash	DB
\$79.99	\$13.80	\$0.00	\$0.00	(\$93.79)	\$0.00	\$0.00

By signing below, I agree to these terms and conditions.

Guest Signature: _____

(1) Regardless of charge instructions, the undersigned acknowledges the above as personal indebtedness. (2) This property is privately owned and management reserves the right to refuse services to any one, and will not be responsible for injury or accidents to guests or loss of money, jewelry or any personal valuables of any kind.
"We or our affiliates may contact you about goods and services unless you call 888-946-4283 or write to Opt/Privacy, Wyndham Hotel Group, LLC, 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our website about privacy."

LANSFORD & STEPHENS
CERTIFIED PUBLIC ACCOUNTANTS
92 Rockwood Avenue
Crossville, Tennessee 38555

#5368

May 3, 2016

Laurel Hills Receivership
PO Box 288
Crab Orchard, TN 37723

STATEMENT

Inv #15846 January accounting	\$ 300.00
Inv #16108 February accounting	300.00
Inv #16377 March accounting	300.00
Inv #16619 April accounting & additional mailouts	580.00

\$ 1,480.00

*OK to PR
RSM
5-11-2016*

IN THE CHANCERY COURT OF CUMBERLAND COUNTY, TENNESSEE
THIRTEENTH JUDICIAL DISTRICT, AT CROSSVILLE

TENNESSEE REGULATORY AUTHORITY)

Petitioner,)

v.)

LAUREL HILLS CONDOMINIUMS)
PROPERTY OWNERS ASSOCIATION)

Respondent.)

No. 2012-CH-560
Chancellor Thurman

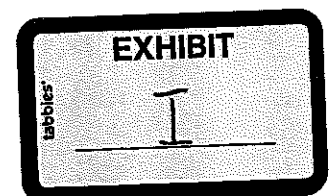
AFFIDAVIT OF SHIVA K. BOZARTH

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

COMES NOW, Shiva K. Bozarth, after being duly sworn, state as follows:

1. I am of majority age and have personal knowledge of the facts set forth herein. I submit this Affidavit in support of the Receiver's Motion for Approval of Fees and Expenses and Interim Taxation of Costs.
2. I am the Chief of Compliance and Counsel for the Tennessee Regulatory Authority in this matter. Pursuant to Tennessee law, the Tennessee Regulatory Authority took over the operations of the Laurel Hills Water System and moved this Court to appoint Receivership Management, Inc. as Receiver. Said Motion was granted on October 26, 2015.
3. Either I, or my staff at my direction, have reviewed the invoices for fees and expenses contained in this filing for the services performed by the Receiver for the period of March 1, 2016 through April 30, 2016.



4. Based on my personal review, and the recommendations of my staff, I have determined that the rates being charged by the Receiver for the services provided are either at a discounted or market rate for the area.

5. Either I, or my staff at my direction, have reviewed the invoices for fees and expenses presented by the Receiver, and I have determined that all of the fees charged are fair, reasonable and proper for the services provided and that they are necessary costs of this Receivership. The invoices for fees and expenses attached as Exhibits to the Receiver's Motion note the work performed, the amount charged and the person performing the work. No billings were excessive or duplicative.

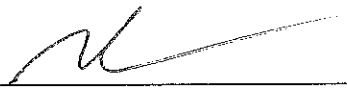
6. Furthermore, either I, or my staff at my direction, have reviewed the fees and expenses for outside counsel, the estate's contracted engineer and the estate's contracted accounting firm approved by the Receiver and presented with this filing, and, based upon this review and the recommendations of the Receiver, I have determined that both the rate and the amount of those fees and expenses are fair, reasonable and proper for the services provided.

7. I believe that all fees and expenses contained in this filing and presented for approval are fair, reasonable and proper for the necessary services provided.

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8. Pursuant to the Court's Amended Order Appointing Receiver, I request that the Court approve the fees and expenses, as submitted and supported, and that the Court order payment of those amounts as an interim taxation of costs in this matter.

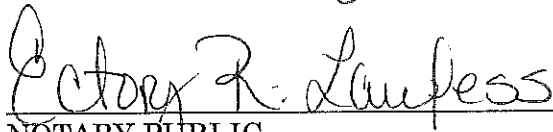
FURTHER THE AFFIANT SAITH NOT.



SHIVA K. BOZARTH

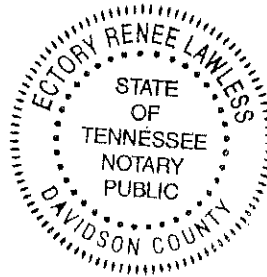
Sworn to and subscribed before me this

19th day of May, 2016.



NOTARY PUBLIC

My commission expires: 1/9/2018



IN THE CHANCERY COURT OF CUMBERLAND COUNTY, TENNESSEE
THIRTEENTH JUDICIAL DISTRICT, AT CROSSVILLE

TENNESSEE REGULATORY AUTHORITY)

Petitioner,)

v.)

LAUREL HILLS CONDOMINIUMS)
PROPERTY OWNERS ASSOCIATION)

Respondent.)

No. 2012-CH-560

Chancellor Thurman

AFFIDAVIT OF ROBERT E. MOORE, JR.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

COMES NOW, Robert E. Moore, Jr., after being duly sworn, state as follows:

1. I am of majority age and have personal knowledge of the facts set forth herein. I submit this Affidavit in support of the Receiver's Motion for Approval of Fees and Expenses and Interim Taxation of Costs.

2. I am the Chief Operations Officer of Receivership Management, Inc., the Receiver appointed in this action by the Court and the Tennessee Regulatory Authority. In that capacity, I have been responsible for the administration of the Laurel Hills Water System ("LHWS") from the date of the Order Appointing Receiver entered by this Court on October 26, 2015.

3. The Receiver has filed a Motion for interim fees and expenses in the LHWS Receivership. The Receiver's Motion seeks approval of the amount of fees and expenses incurred for the period of time between March 1, 2016 and April 30, 2016.

EXHIBIT

J

tabbles

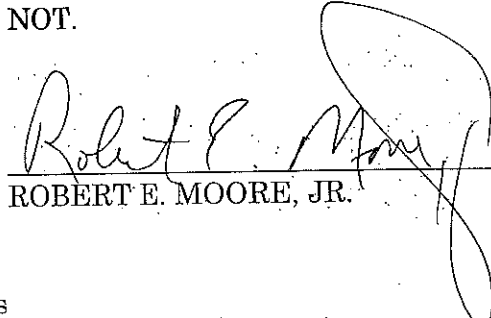
4. I have reviewed all of the fee and expense items for the staff of Receivership Management, Inc. who have performed services to this Receivership, as well as the overhead and operating charges of Receivership Management, Inc. and persons who have contracted with Receivership Management, Inc. to provide services on this receivership; as well as the fees for Mr. Gerald Williams and for Lansford & Stephens. The fees and expenses were necessary for the work provided and are not duplicative or excessive. I believe the fees presented for approval are fair, reasonable and proper for the services provided. I have also determined that the rates charged by these individuals for the services provided are either at a discounted or market rate for their area.

5. Therefore, I believe that all fees and expenses presented for approval contained in this filing are fair, reasonable and proper for the necessary services provided.

[intentionally blank]

6. Based upon an initial review of financial documentation for LHWS, it does not appear that there are assets available for matters beyond the operational needs of LHWS. There are not sufficient assets available to address the payment of the fees and expenses presented for approval in the Receiver's Motion. Accordingly, and pursuant to the Court's Amended Order Appointing Receiver, it is requested that the Court order an interim taxation of costs to the Tennessee Regulatory Authority in the amount of \$19,837.53 (i.e., the amount of fees and expenses set forth in the Receiver's Motion).

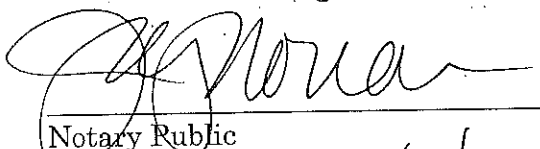
FURTHER THE AFFIANT SAITH NOT.



ROBERT E. MOORE, JR.

Sworn to and subscribed before me on this

19th day of May, 2016.



Notary Public

Commission Expires: 1/6/2020

STATE OF TENNESSEE
IN THE CHANCERY COURT FOR CUMBERLAND COUNTY
THIRTEENTH JUDICIAL DISTRICT
AT CROSSVILLE

TENNESSEE REGULATORY AUTHORITY)	
)	
v.)	\ Docket No. <u>2012-CH-560</u>
)	/ Chancellor Thurman
LAUREL HILLS CONDOMINIUMS)	
PROPERTY OWNERS ASSOCIATION)	

ORDER GRANTING RECEIVER'S MOTION

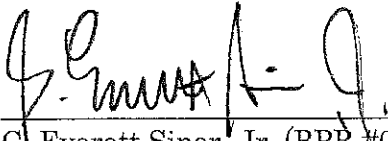
On motion of Receivership Management, Inc. [hereinafter the Receiver], filed with this Honorable Court on or about the ___ day of May, 2016, the Receiver petitioned this Honorable Court to approve the Receiver's fees and expenses for March and April of 2016 and tax costs on an interim basis in the amount of such fees and expenses to the Plaintiff, the Tennessee Regulatory Authority.

The Receiver's motion being well taken, and no opposition being filed with this Honorable Court within ten (10) calendar days of the filing date of the Receiver's motion, it is **ORDERED, ADJUDGED, and DECREED** that the Receiver's fees and expenses are hereby **APPROVED** in the amount of \$19,837.53, and costs are taxed on an interim basis to the Plaintiff, the Tennessee Regulatory Authority, in said amount.

ENTERED this ___ day of _____, 2016.

The Honorable Ronald Thurman, Chancellor

PREPARED FOR ENTRY:



G. Everett Sinor, Jr. (BPR #017564)

Attorney at Law

Counsel for Receivership Management, Inc.

3504 Robin Road

Nashville, Tennessee 37204

615.969.9027

Everett.Sinor@gmail.com

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing order has been served upon the parties hereto and the other persons listed below, at:

Shiva K. Bozarth, Esq.
Chief of Compliance
Counsel for Tennessee Regulatory Authority
502 Deaderick Street, Fourth Floor
Nashville, Tennessee 37243

Donald Scholes, Esq.
Benjamin Gastel, Esq.
Branstetter, Stranch & Jennings
Counsel for Laurel Hills Condominiums
Property Owners Association
223 Rosa L. Parks Boulevard, Suite 200
Nashville, Tennessee 37203

Melanie Davis, Esq.
Kizer & Black
329 Cates Street
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Vance Broemel, Esq.
Consumer Advocate and Protection Division
Tennessee Attorney General and Reporter
Post Office Box 20207
Nashville, Tennessee 37202

Roger York, Esq.
York & Bilbrey
456 North Main Street, Suite 201
Crossville, Tennessee 38555

G. Everett Sinor, Jr., Esq.
Counsel for the Receiver
3504 Robin Road
Nashville, Tennessee 37204

via the United States Mails, postage prepaid, this ____ day of _____, 2016.