ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT entered into this the 17th day of May, 2016 (hereinafter referred to as "Asset Purchase Agreement" or "Agreement") by and between TRI-G GROUP, LLC, a North Carolina limited liability company d/b/a QUARRY HILL COUNTRY CLUB AND GOLF COURSE ("Seller"), and MIVA PROPERTIES LLC ("Purchaser").

RECITALS:

A. Seller was in the business of owning and operating an 18-hole golf course with club house located at 2240 Country Club Trail, Swepsonville, Alamance County, North Carolina;

B. Seller was unable to operate the golf course and related facilities profitably and, as a result thereof, terminated operations on or about December 1, 2014. Since said time, maintenance and other activities of upkeep have not been carried out as it relates to the golf course and related facilities;

C. Seller is indebted to Capital Bank in the amount of $1,034,205.25 as of November 30, 2015, exclusive of fees and expenses, as it relates to a secured claim which is attached to the golf course and related facilities. As a result of the inability to operate the golf course and facilities in a profitable manner, the Seller was in default on the secured loan and cooperated with Capital Bank in an attempt to market and sell the property;

D. Seller is informed and believes the Purchaser is prepared to purchase the golf course and related facilities and desires for title to the same to be passed pursuant to, among other things, a court order entered by the appropriate United States Bankruptcy Court for the Middle District of North Carolina and pursuant to Title 18 including, but not limited to, 11 U.S.C. § 363; and

E. Seller, simultaneously with entering into this Asset Purchase Agreement, is filing a voluntary petition under Chapter 11 of the Bankruptcy Code (the "Bankruptcy") in the United States Bankruptcy Court for the Middle District of North Carolina, Greensboro Division ("Bankruptcy Court").

NOW, THEREFORE, in consideration of the foregoing and mutual agreements, covenants, representations, warranties and promises set forth herein and, in order to prescribe the terms and conditions of such purchase and sale, intending to be legally bound, the parties agree as follows:

1.1 Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, at the Closing (as defined below in Section 11(c)), Seller agrees to sell, transfer and deliver to Purchaser, and Purchaser agrees to purchase, acquire and accept from Seller, all right, title and interest of Seller in and to the Sale Asset (as defined herein) owned by Seller except the Excluded Assets (as defined in Section 1.2). Pursuant to orders of the Bankruptcy Court, the Sale Asset shall be transferred free and clear of all liens, claims, encumbrances and interests to the maximum extent permitted by Section 363 of the Bankruptcy Code and shall include all of the real estate assets, except an approximate 4.69 acre parcel used as a parking lot, utilized by the Debtor as it would relate to the real estate from which the golf course was operated and the club house and other facilities related thereto. This sale is intended to be a sale of the real property of the Debtor described as follows:

The real property and all buildings and improvements thereon, consisting of land and a club house facility known as the Quarry Hills Golf Course located at 2240 Country Club Trail, Swepsonville, Alamance County, North Carolina (off U.S. Highway 54 N.C.), as

described in Book 2857, page 938 and re-recorded in Book 2862, page 579, in the Alamance County Registry.

1.2 Excluded Assets. This sale shall not intend to include any of the following assets:

(a) Causes of action owned by the Seller under 11 U.S.C. § 541, except those causes of action which have been preserved necessary to pass title and protect the title of the Sale Asset;

(b) All warranty rights and claims assertable against third party manufacturers of all machinery, equipment, vehicles, trucks and trailers included within the Sale Asset;

(c) All claims arising under any insurance policies for losses caused or occurring to the Sale Asset between the execution of this Agreement and the Closing Date (as hereinafter defined);

(d) All tangible personal property of Seller, if any; and

(e) 4.69 acres utilized by the Debtor as a parking lot more specifically described as follows:

> Being all of LOT NUMBER ONE consisting of 4.9 acres, more or less, as shown on the plat by Simmons Engineering & Surveying, Inc., recorded in Plat Book 70, Page 368 Alamance County Registry. See deed recorded in Deed Book 2971, Page 25 Alamance County Registry.

1.3 No Assumption of Liabilities. Other than liabilities arising from and after the Closing Date under an assumed and assigned contract, Purchaser shall in no event assume, be bound by, or be responsible in any way for any liability or obligation of Seller. Seller shall retain full responsibility for all of its liabilities and obligations, whether known or unknown, liquidated or unliquidated, contingent, fixed, accrued or disclosed (collectively, the "Excluded Liabilities"). Specifically, but without limiting the generality of the foregoing, Purchaser shall not assume or

otherwise be liable for Excluded Liabilities, if existing as of the filing of the Bankruptcy, whether now known or later discovered or asserted, with respect to:

(a) Employees or former employees of Seller, including any liability for accrued salaries, wages, commissions, bonuses, payroll taxes, severance pay entitlements, health, medical, retirement, vacation or deferred compensation benefits or any other obligations or expenses arising out of or relating to the employment by Seller of its employees or Seller's termination of such employees;

(b) The Worker Adjustment and Retraining Notification Act, 29 U.S.C. Section 2101, *et seq.*;

(c) The Consolidated Omnibus Budget Reconciliation Act, as amended ("COBRA") (including liabilities for violations thereof) for all "qualifying events" (as defined in COBRA), including qualifying events that occur as a result of the sale of the Sale Asset;

(d) Contingent liabilities of Seller of any kind arising or existing prior to Closing; and

(e) Any claim for personal injury (including worker's compensation or otherwise), property damage, product recall, product liability or strict liability; and

(f) Any and all contingent liabilities that may arise out of this property being sold free and clear of certain additional Restrictive Use Covenants pursuant to a litigation settlement as is hereinafter more specifically explained in this Asset Purchase Agreement, and without limitation, paragraph 2.7 and paragraph 8. It is the specific intent of this sale that said Restrictive Covenants, if any and if enforceable, shall not apply to the title, rights and interests purchased herein by Purchaser in the Sale Asset.

1.4 Non-Excluded Liabilities. This sale does not intend to have any Non-Excluded Liabilities.

1.5 No Liens. As hereinafter explained, this title will be free and clear of the Restrictive Use Covenants as described in paragraph 12 below and as a condition to closing consistent with that title insurance commitment provided to Purchaser dated January 12, 2016, as updated.

1.6 Purchase Price.

(a) In consideration for the sale, transfer and delivery of the Sale Asset, at Closing (as defined below), Purchaser shall deliver to Seller the sum of Seven Hundred Eighty-One Thousand Dollars ($781,000.00). As further consideration, the Sale Price shall include any additional amount bid at the sale auction as an upset bid, if any, which adds to the Initial Purchase Price ("Purchase Price"). If there are no upset bids at the sale auction, then the Purchase Price shall be the Initial Purchase Price.

(b) The Purchase Price for the Sale Asset shall be payable in cash at Closing via wire transfer to Seller's Debtor-in-Possession Account, less the amount of the Good Faith Deposit as hereinafter defined, and further reduced by any breakup fee as hereinafter described if the highest bidder at the Sale is one other than the initial Purchaser.

1.7 Allocation of Sale Proceeds ("Carve Out"). Of the sale proceeds, $50,000 (the "Carve Out") shall be set aside for the purpose of paying reasonable and necessary cost and expenses for disposing of the Sale Asset, and it is agreed said set aside and/or Carve Out shall not be deemed secured and therefore shall come into the bankruptcy estate free and clear of any claims of lien or other encumbrance and shall therefore be available for any and all

administrative expense claims and/or any other claims including, but not limited to, as funds are available, unsecured creditor claims. Furthermore, to the extent there is a higher upset bid at the auction sale, 90% of the upset bid amount in excess of the initial purchase price shall be determined to retain its secured status and 10% of said amount shall be determined to be value enhancement as a result of post-petition activities in the sale and come into the bankruptcy estate without attachment of any lien or other encumbrance and shall be available for the benefit of the Chapter 11 estate.

1.8 Good Faith Deposit. Simultaneously with the execution of this Agreement, Purchase shall deliver to Seller's attorneys, Ivey, McClellan, Gatton & Siegmund, L.L.P., to be held in trust, the sum of Thirty-Nine Thousand Sixty-Nine and 84/100 Dollars ($39,069.84) (the "Good Faith Deposit").

1.9 Closing. The closing (the "Closing") of the purchase and sale of the Sale Asset shall take place in the office of Ivey, McClellan, Gatton & Siegmund, L.L.P., Greensboro, North Carolina or such other place as the Seller and Purchase may otherwise agree within 10 business days after the entry of the Sale Approval Order (the actual date of Closing being hereinafter referred to as "Closing Date"), and must occur on or before November 1, 2016. Time is of the essence for the Seller, the Purchaser and Capital Bank. The Closing may be accomplished remotely through the delivery of signatures by facsimile transmission or electronic mail, with original signatures to follow by overnight courier.

1.10 Delivery by Seller. At Closing, Seller will deliver to Purchaser (unless delivered previously) the following:

(a) A special Warranty Deed with respect to the real estate representing the Sale Asset;

(b) All other documents, instruments and writings reasonably requested by Purchaser to be delivered by Seller at or prior to the Closing Date pursuant to this Agreement.

1.1 Deliveries by Purchaser. At Closing, Purchaser will deliver to Seller (unless previously delivered) the following:

(a) The Purchase Price less the Good Faith Deposit; and

(b) All other documents, instruments and writing reasonably requested by Seller to be delivered by Purchaser at or prior to Closing pursuant to this Agreement.

2. **Representations and Warranties of Seller**. Seller, to the best of its knowledge, represents and warrants to Purchaser as of the date hereof as follows:

2.1 Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina.

2.2 Corporate Authorization. The execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated herein are within Seller's corporate powers and have been duly authorized by all necessary action on the part of Seller. Subject to entry by the Bankruptcy Court of the Sale Approval Order (as hereinafter defined in paragraph 8), this Agreement constitutes a valid and binding agreement of Seller that is enforceable in accordance with its terms.

2.3 Governmental Authorization. The execution, delivery and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency or official, other than approvals of authorizations by the Bankruptcy Court.

2.4 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument

binding upon Seller requiring any consent, approval or action by any person as a result of the execution, delivery and performance of this Agreement. As hereinafter set forth, it is the Seller's position that the conditional Restrictive Use Covenants are no longer effective as a result of the conditions present at this time, but to the extent said rights might be asserted, it is Seller's opinion they can be transferred to proceeds of sale pursuant to 11 U.S.C. § 363(f)(1) and (4). It is understood by all parties that the ultimate determination of the applicability of 11 U.S.C. § 363(f) will be determined by the United States Bankruptcy Court.

2.5 Litigation. Except for a pending foreclosure instituted by Capital Bank in the courts of Alamance County, North Carolina, which was pending but had not been consummated at the time of the filing of the bankruptcy herein, Seller is not aware of any other action, suit, investigation or proceeding pending against or, to the knowledge of Seller, threatened against the Sale Asset before any court or arbitrator or any governmental body, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement. As hereinafter described, there is the issue relative to the conditional use which resulted from the settlement of prior litigation.

2.6 Compliance with Laws and Restrictions. Except for the matters described herein as to the conditional use issue, the activities previously carried on by Seller at the golf course and facilities related thereto were not in violation of or in conflict with any building or use restrictions or any variance, or any applicable zoning, subdivision, or health law regulation or ordinance, any variance, or any other similar law or ordinance or regulation which would affect the real estate from which the operations are carried out. There is no pending, threatened, proposed proceeding or governmental action to modify the zoning classification, to condemn or take by power of eminent domain (or to purchase in lieu thereof), to classify the same as a

landmark, to impose special assessment on, or otherwise take or restrict in any way the right to use, develop or alter, all or any part of the real estate contemplated to be sold as a Sale Asset herein.

2.7 Sufficiency of and Title to the Sale Asset. Pursuant to the Sale Approval Order and upon Closing, Purchaser shall acquire good and marketable title in and to the Sale Asset, free and clear of all Liens (other than any liens arising from Purchaser's ownership of such Sale Asset).

2.8 Certain Fees. Seller has not employed any broker, finder, investment banker, or other intermediary or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees or other similar fees in connection with this Agreement or the transactions this Agreement contemplates.

2.9 Access to and Accuracy of Information. Given that the Sale Asset is not contemplated as an operating entity, the parties agree that the Purchaser did not need access to the Seller's books, accounts, records and documents relating to the previous operation of the Sale Asset. Due to the fact that the Purchaser does not intend at this time to operate a golf course from said location, said records are not relevant to this sale.

2.10 Environmental.

(a) Seller is in compliance in all material respects with all environmental, health or safety requirements of law applicable to the Sale Asset and all activities and conduct of business relating thereto including, without limitation, the treatment, remediation, transport, storage and/or disposal of any contaminant;

(b) Except as stated in paragraph (a) above, Seller has obtained, as required by environmental, health or safety requirements of law, all environmental, health and safety permits, consents, licenses and other authorizations (collectively, the "EHS Permits") necessary for the operation of the Seller's business, all such EHS Permits are listed on Exhibit B attached hereto and are in good standing, and Seller is currently in compliance in all material respects with all terms and conditions of such EHS Permits. To Seller's knowledge, there are no proceedings threatened which would jeopardize the validity of any such EHS Permits; and

(c) Except as stated in paragraph (a) above, Seller has not disposed (as such term is defined in the Federal Resource Conservation and Recovery Act ("RCRA")) of any hazardous waste (as such term is defined in RCRA) at the above referenced property in a manner that is not in material compliance with the applicable environmental, health and safety requirements of law.

2.11 Notices of Certain Events. Seller shall promptly notify Purchaser of:

(a) Any notice or other written communication from any person alleging that the consent of such person is or may be required in connection with the consummation of the transactions contemplated by this Agreement; and

(b) Any material written communication from any governmental or regulatory agency or authority in connection with or relating to the transactions contemplated by this Agreement.

2.12 No Other Representations or Warranties. The Sale Asset is being sold "as is," "where is," and "with all faults," and Purchaser, or any ultimate highest bidder pursuant to any auction or order of the Bankruptcy Court, hereby acknowledges and agrees that, Seller makes no representations or warranties whatsoever, express or implied,

with respect to any matter relating to the Sale Asset. This includes any representation as to the merchantability or fitness of the Sale Asset for any particular purpose. Without in any way limiting the foregoing, Seller hereby disclaims any warranty, expressed or implied, of merchantability or fitness for any particular purpose as to any portion of the Sale Asset. The Purchaser and/or any ultimate highest bidder pursuant to any auction or order of the Bankruptcy Court further acknowledges that said party has conducted an independent inspection and investigation of the physical condition of the Sale Asset and all such matters relating to or affecting the Sale Asset as said party deems necessary or appropriate to the extent they desire the same. Purchaser will accept the Sale Asset at closing "as is," "where is," and "with all faults."

3. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

3.1 Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina.

3.2 Corporate Authorization. The execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated herein are within the corporate powers of Purchaser and have been duly authorized by all necessary action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and, subject to entry by the Bankruptcy Court of the Sale Approval Order in the Bankruptcy, this Agreement constitutes a valid and binding agreement of Purchaser that is enforceable in accordance with its terms.

3.3 No Conflicts. The execution, delivery and performance of this Agreement by Purchaser will not (i) violate any provision of any existing law, statute, rule, regulation or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under (A) any certificate or articles of incorporation or by-laws of Purchaser, (B) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (C) any mortgage, indenture, lease, contract or other agreement or undertaking to which Purchaser is a party or by which Purchaser or any of its properties or assets may be bound.

3.4 Governmental Authorization. The execution, delivery and performance by Purchaser of this Agreement require no action by, or filing with, any governmental body, agency or official other than approvals or authorizations by the Bankruptcy Court.

3.5 Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending against or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any court or arbitrator or any governmental body, agency or official, which in any manner challenges or seeks to prevent, enjoin, alter or materially delay any transactions contemplated by this Agreement.

3.6 Certain Fees. Purchaser has not employed any broker, finder, investment banker, or other intermediary or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

3.7 No Financing Contingency. Purchaser represents that the transactions contemplated in this Agreement are not contingent upon Purchaser obtaining financing, and

Purchaser is prepared to pay the Purchase Price in a timely manner as contemplated and set out in any future Auction and Sale Procedures Order, as ordered by the Bankruptcy Court.

4. **Covenants of Purchaser and Seller.** Purchaser and Seller agree that:

4.1 Efforts; Further Assurances. Purchaser and Seller will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Purchaser agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to vest in Purchaser marketable title to the Sale Asset.

4.2 Notices. If (i) Purchaser becomes aware of any material breach by Seller of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Purchaser of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Purchaser, the party becoming aware of such breach shall promptly notify the other party in writing, in accordance with paragraph 11.1 of this Agreement. Upon such notice of breach, the breaching party shall have ten (10) days to cure such breach prior to the exercise of any remedies in connection therewith.

5. Auction and Sale Procedures. It is contemplated and intended that the Bankruptcy Court will enter an order providing for certain predetermined auction procedures which, among other terms, will include a $25,000 breakup fee for Purchaser. These procedures shall govern the terms and conditions of the auction sale of the Sale Asset. It is contemplated that the Seller will immediately seek Court approval of the auction procedures upon the filing of

its voluntary Chapter 11 petition for relief. Attached hereto and incorporated herein by reference, identified as Exhibit C are the agreed-to auction procedures for which the Seller will seek court approval and an order authorizing the same. However, the actual auction procedures and order authorizing the same is within the sole discretion of the Bankruptcy Court, and the parties acknowledge the terms of the Order ultimately entered by the Bankruptcy Court may differ.

6. Tax Matters.

Property Taxes. All property taxes for a tax period which includes (but does not end on) the Closing Date shall be apportioned between Seller and Purchaser based on the number of days of such tax period included in the pre-closing tax period and the number of days of such tax period after the Closing Date. Seller shall be liable for the proportionate amount of such property taxes that is attributable to the pre-closing tax period, and Purchaser shall be liable for the proportionate amount of such property taxes that is attributable to the post-closing tax period, and any tax obligations that accrue thereafter. Such property taxes shall be paid at Closing and the Sale Approval Order shall provide for such payment.

7. Employee Matters. Purchaser is not obligated to hire any employee of Seller but may accept applications from and interview all active and full-time employees of Seller. Purchaser may hire such employees (whether former employees of Seller or otherwise) as Purchaser may choose in its sole and absolute discretion and may set its own initial terms and conditions of employment for such employees, including work rules, benefits, salary, and wage structure, as permitted by applicable law. As a result of the termination of operations, it is fully understood by Purchaser that there are no current employees who were involved with the actual

day-to-day operations of the Sale Asset and the only parties acting as employees are the officers of Seller.

8. Closing Conditions.

8.1 Conditions to Obligations of Purchaser and Seller. The obligations of Purchaser and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered a Sale Approval Order in the Bankruptcy, authorizing the transactions contemplated in this Agreement and approving this Agreement pursuant to Section 363 of the Bankruptcy Code and, as of the Closing Date, shall have entered an order authorizing and directing Seller to assume and assign to Purchaser the Executory Contracts, and the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Seller and Purchaser and shall:

(i) Provide that Purchaser is a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exist with respect to the sale;

(ii) Waive any stay that would otherwise be applicable pursuant to Bankruptcy Rules 6004(h) or 6006(d);

(iii) Provide that the sale of the Sale Asset shall be free and clear of all Liens, with Liens transferred to proceeds of the sale and free and clear of the conditional Use Restrictions relating to the Sale Asset;

(iv) Provide that the transactions contemplated in this Agreement are approved and that Seller's execution, delivery and performance of the documents related to the same are approved; and

(v) Provide that Purchaser is not a successor to Seller.

(b) No injunction, stay or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays or prohibits the consummation of the transactions contemplated by this Agreement.

8.2 Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Purchaser) of the following further conditions:

(a) Seller shall have performed in all material respects all of its obligations hereunder required to be performed by Seller on, or prior to, the Closing Date; and

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of, the Closing Date, as if made at, and as of, the Closing Date.

8.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Purchaser shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or prior to, the Closing Date; and

(b) The representations and warranties of Purchaser contained in this Agreement shall be true and correct at, and as of, the Closing Date as if made at, and as of, the Closing Date.

9. Termination.

9.1 Grounds for Termination. This Agreement may be terminated at any time prior to Closing by:

(a) Mutual written agreement of Seller and Purchaser;

(b) Purchaser, if any material condition set forth in this Agreement has not been satisfied, and such condition is incapable of being satisfied, unless Purchaser elects to waive such satisfaction;

(c) Seller, if any material condition set forth in this Agreement has not been satisfied, and such condition is incapable of being satisfied, unless Seller shall waive such satisfaction;

(d) Purchaser, if a preliminary Sale Approval Order is not entered by the Bankruptcy Court within one hundred (100) business days of the filing of the Bankruptcy, however, Seller does agree that it will immediately request a hearing to be held no later than twenty (20) days after the filing of the petition seeking to conduct this sale without a confirmed Plan of Reorganization and to seek such authority pursuant to 11 U.S.C. § 363. However, if said request is denied for any reason then it is the Seller's obligation to move forward to obtain this authority pursuant to a confirmed Plan and if said Plan has not been confirmed within one hundred (100) days after filing of the petition, the Seller has a right to terminate this Agreement; or

(e) Purchaser, if (i) the Bankruptcy is converted to a Chapter 7 proceeding, (ii) Seller files a plan of reorganization that does not provide for the consummation of the transactions contemplated by this Agreement with Purchaser under the terms of this Agreement, (iii) the Bankruptcy is dismissed , (iv) any event or omission shall have occurred after the execution of this Agreement which, either directly or indirectly, results in a material adverse effect on the condition of the Sale Asset which has not been caused by Purchaser; (v) the sale does not close by December 31, 2016 (unless such failure to close is due to Purchaser's default); or (vi) Purchaser is not the highest bidder at the sale auction. However, if the sale is conducted without a confirmed Plan and pursuant to 11 U.S.C. § 363, then the sale must close on or before November 1, 2016.

The party desiring to terminate this Agreement pursuant to this Section 9.1 shall give notice of such termination to the other party in accordance with ***paragraph 11.1***.

9.2 Effect of Termination. If this Agreement is terminated as permitted by Section 9.1, such termination shall be without liability of any party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party to this Agreement; and the Good Faith Deposit will be returned to Purchaser.

9.3 Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense, and neither party shall seek reimbursement or repayment of any such cost or expense.

10. Assumption of Executory Contracts of the Seller.

10.1 Executory Contracts. As specifically set out herein, the Purchaser is not obligated to assume any Executory Contracts of the Seller as that term is understood to be defined pursuant to 11 U.S.C. § 365. There are not any known Executory Contracts.

10.2 Assumed Contracts. Seller agrees it will in conjunction with the filing of the necessary Bankruptcy seek authorization of the sale and file the necessary pleadings seeking authorization for it to assume and assign those Executory Contracts identified in Exhibit C. It is contemplated that the hearing on assumption will be scheduled at the same time the Final Hearing to confirm the approval of this sale. Purchaser shall notify Seller in writing by 5:00 p.m. the day after the auction sale which Executory Contracts on Exhibit C it desires to assume.

10.3 No Going Concern of Operations. The Purchaser understands that the previous golf course operation and operations of related facilities have ceased and it is not contemplated that such operations will be restarted at any time during the Chapter 11 proceeding or prior to the anticipated Closing on this Asset Sale.

11. **Miscellaneous**.

11.1 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given,

if to Purchaser, to:

MIVA Properties LLC
1086 Tender Drive
Apex, NC 27502

with a copy to:

Paul A. Sheridan
Hannah Sheridan Loughridge & Cochran, LLP
5400 Glenwood Ave, Suite 410
Raleigh, NC 27612
Facsimile: 919-859-6840
E-mail: psheridan@hslc-law.com

if to Seller, to:

Charles M. Ivey, III, Esq.
Ivey, McClellan, Gatton & Siegmund, L.L.P.
100 S. Elm Street, Suite 500
P.O. Box 3324
Greensboro, NC 27402 -3324
Facsimile: 336-274-4540
E-mail: cmi@iveymcclellan.com

Also copy to:

Paul A. Fanning, Esq.
Attorney for Capital Bank
120 W. Fire Tower Road
Winterville, NC 28590
Facsimile: 252-215-4077
Email: paf@wardandsmith.com

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

11.2 Waivers. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

11.3 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Seller acknowledges that Purchaser may assign its rights under this Agreement to an entity to be formed, however, such assignment shall not release Purchaser from its obligations hereunder.

11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and any applicable provisions of the Bankruptcy Code, without regard to the principles of conflicts of law that would provide for application of another law.

11.5 Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and may be amended only by in writing, executed by Purchaser and Seller. This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

11.6 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any provisions of this Agreement.

11.7 Retention of Jurisdiction.

ANY AND ALL DISPUTES, DISAGREEMENTS, INTERPRETATIONS OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE

EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

12. Attached hereto and incorporated herein by reference are the Conditional Use Restriction which has been filed in the records of the Alamance County Register of Deeds, described as Amended and Restated Declaration of Restrictions, dated October 29, 2009, recorded in Book 2862, page 615, Alamance County Registry, which includes but are not limited to the Seller's position that the Restrictions are void (or voidable) as a result of the conditions placed thereon relating to the financial viability and/or the Subordination Agreement entered into by the affected real estate holders and Capital Bank—in addition to other statutory or common law doctrines such as abandonment, waiver, laches, failure of consideration, radical change, impossibility, and impracticality/frustration of purpose—that the Restrictions as filed are either no longer effective or can be transferred to proceeds of sale pursuant to 11 U.S.C. § 363(f)(1), (4). As previously indicated, a condition precedent to this Closing is for the Purchaser to purchase the Sale Asset free and clear of the restrictions described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

_____ (Seller)
TRI-G GROUP, LLC

By: _____

Name: _____

Title: _____

Valinda Howington (Purchaser)
MIVA PROPERTIES LLC

By: _____

Name: Valinda Howington

Title: manager-member

MIVA Properties, LLC executes this Asset Purchase Agreement solely to guarantee the payment of the Purchase Price provided for in Exhibit B, Paragraph 6 of this Asset Purchase Agreement if MIVA Properties is the Highest Bidder and the other closing conditions are met.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

_____ (Seller)
TRI-G GROUP, LLC

By: _____

Name: Guy G Gulick

Title: Member/MANAGER

_____ (Purchaser)
MIVA PROPERTIES LLC

By: _____

Name: _____

Title: _____

MIVA Properties, LLC executes this Asset Purchase Agreement solely to guarantee the payment of the Purchase Price provided for in Exhibit B, Paragraph 6 of this Asset Purchase Agreement if MIVA Properties is the Highest Bidder and the other closing conditions are met.

EXHIBIT A

SALE ASSET

The real property and all buildings and improvements thereon, consisting of land and a club house facility located at 2240 Country Club Trail, Swepsonville, Alamance County, North Carolina, as described in Book 2857, page 938, and rerecorded in Book 2862, page 579, in the Alamance County Register of Deeds, and generally described as "Seller's Real Estate."

(The Seller's Real Estate does not include the 4.69 acre parking lot utilized by the Debtor. The personal property of the Seller has been previously sold. However, to the extent there are items of personal property located in the club house and/or items which are attached to the club house which might be characterized as removable fixtures, the same shall be considered part of the Sale Asset and sold as such.)

EXHIBIT B

EHS PERMITS

None

EXHIBIT C

SALE AND AUCTION PROCEDURES

The Bankruptcy Court shall enter an order providing for the following Auction Procedures:

1. Sale Means. The sale shall be by means of an absolute auction subject only to confirmation by the Court at the Final Hearing that the Sale and Auction Procedures Order was followed and that an Acceptable Bidder was the Highest Bidder.

2. Time and Date of Auction. The auction sale shall take place at 12:00 Noon on _____, 2016, pursuant to the Sale and Auction Procedures Order. The Sale is intended to close on or before November 1, 2016. Time is of the essence.

3. Location. The auction sale shall take place in the Section 341 creditor room of the United States Bankruptcy Court for the Middle District of North Carolina located at 101 South Edgeworth Street, Greensboro, North Carolina, or such other place as may be ordered by the U.S. Bankruptcy Court for the Middle District of North Carolina.

4. Acceptable Bidder. An Acceptable Bidder must be a party who has provided the following on or before five (5) business days before the auction:

a. A cash deposit in the amount of $10,000.00. The Seller's attorney shall deposit said funds in a separate bank account which is FDIC insured and in a bank which is approved as a designated depository in bankruptcy matters. Seller's attorney shall cause all deposits to be returned within three (3) business days following the auction date if said depositor is not the Highest Bidder. The deposit shall be returned by first-class mail to the address and entity which the Acceptable Bidder in writing has instructed the attorney for the Seller to return the deposit. If an Acceptable Bidder desires that the deposit be returned by wire transfer then said instructions for wire transfer shall be provided to Seller's attorney upon submission of the deposit. Failure of the Acceptable Bidder to provide proper instructions for the return of deposit will authorize Seller's attorney to hold said deposit pending written instructions.

b. In conjunction with the submission of deposits, any party desiring to be an Acceptable Bidder shall deliver evidence establishing to Seller's satisfaction such prospective bidder's financial ability to consummate the sale in a timely manner if such bidder becomes the Highest Bidder at the absolute Auction Sale.

c. Upon receipt of the deposit and evidence of ability to consummate, Seller shall promptly provide to such person ("Prospective Upset Bidder") copies of the Motion, the Asset Purchase Agreement and the Sale and Auction Procedures Order.

d. The Seller shall promptly provide the name of each Prospective Upset Bidder to the Initial Acceptable Bidder ("Purchaser" as defined in the Asset Sale Agreement), the

Unsecured Creditors' Committee, if any, the Bankruptcy Administrator, and Capital Bank or any other creditor who, by written request to Seller's attorney, requests to be provided the names of Prospective Upset Bidders.

e. The Seller shall promptly but no later than three (3) business days of receiving the deposit and evidence of ability to consummate, inform the Prospective Upset Bidder whether the Seller designates the Prospective Upset Bidder as an Acceptable Bidder or takes the position, based upon evidence presented, that said party should not be so designated.

f. Initial Purchaser (as defined in the Asset Purchase Agreement) shall be deemed an Acceptable Bidder based upon its execution of the Asset Purchase Agreement.

5. Acceptable Opening Bid. The opening acceptable bid shall be deemed to be made by Initial Purchaser upon the terms and conditions set forth in the Asset Purchase Agreement. Therefore, said amount shall equal Seven Hundred Eighty-One Thousand Dollars ($781,000.00).

6. Acceptable Upset Bids. An Acceptable Upset Bid may be made by an Acceptable Bidder. The first Acceptable Upset Bid made after the Acceptable Opening Bid must be in an amount equal to or greater than $35,000 in excess of the Acceptable Opening Bid amount of $781,000.00. Thereafter, any Acceptable Upset Bids must exceed the previous Acceptable Upset Bid by an amount equal to or greater than $10,000. An Acceptable Upset Bid must be a bid to purchase all of the Sale Assets under the terms and conditions set forth in the Asset Purchase Agreement as approved by the Court. (Such bid shall hereinafter be referred to as "Acceptable Upset Bid"). (The ultimate highest bidder shall be referred to herein as the "Highest Bidder.")

7. Acceptable Bidder Dispute Resolution. The Bankruptcy Court shall hold a hearing in advance of the auction sale to hear and resolve any disputes which may exist between a Prospective Upset Bidder and the Seller as to whether said Prospective Upset Bidder should be designated an Acceptable Bidder. The hearing time shall be set at a time to be determined by the Bankruptcy Court. The Bankruptcy Court retains the jurisdiction to determine such other times and dates as it deems appropriate to hear any dispute relative to a Prospective Upset Bidder, and said hearing may be held upon an emergency notice as deemed appropriate in the sole discretion of the Bankruptcy Court.

8. How to Make Upset Bid. To be considered a valid Acceptable Upset Bid, the following is required:

a. The Upset Bid shall be made by a person or persons who satisfy the conditions set forth in the Sale and Auction Procedures Order to qualify as an Acceptable Bidder. The Initial Purchaser is deemed to qualify as an Acceptable Bidder and shall be deemed to qualify as such for all purposes of participating in the Auction;

b. The Acceptable Upset Bid made by the Highest Bidder shall remain open and be irrevocable through the Final Hearing and, if it is determined at such hearing to be

approved as the final Acceptable Bid, it shall remain open and be irrevocable through the date of closing;

c. Upon being deemed the Highest Bidder at the auction sale, said Acceptable Bidder shall execute the Asset Purchase Agreement and a representation and agreement that its highest bid has been submitted pursuant to the terms and conditions of the Sale and Auction Procedures Order, and that said terms and conditions of the Asset Purchase Agreement are agreed to.

d. The Acceptable Upset Bid or Bid of the Highest Bidder is not subject to any upset bid after the close of the absolute auction or at the Final Hearing.

9. Procedures if No Acceptable Upset Bid is Received. If no Acceptable Upset Bid is received, then the Asset Purchase Agreement's Initial Purchase Price shall be deemed the highest and best offer for the Sale Assets and shall therefore be submitted for approval by the Court at the Final Hearing.

10. Highest Bidder Deposit. The Acceptable Bidder who submits the Highest Acceptable Bid, and is therefore the Highest Bidder, shall cause to be deposited with the Seller an amount equal to ten percent (10%) of the bid which has been deemed to be the highest and best offer. Said deposit shall be submitted to and shall represent good funds on deposit with the Seller on or before Noon on the third (3rd) day prior to the hereinafter described Final Hearing. If said Final Hearing is held less than three (3) days after the auction sale, then said deposit shall be submitted on or before Noon of the day prior to the hereinafter described Final Hearing.

11. Court Hearings.

a. Initial Sale Hearing. An initial sale hearing is requested to be held by the Court on an expedited basis which will approve the sale of the Sale Assets, the requested Auction Procedures, deem the Initial Purchaser to be an Acceptable Bidder, and deem the Initial Purchaser's bid as the Acceptable Opening Bid.

b. Final Hearing/Confirmation Hearing. A final hearing will be held within five (5) business days after the auction date or as soon thereafter as can be scheduled by the Court. It shall be the purpose of said hearing to confirm that the procedures as set forth in the Sale and Auction Procedures Order have been followed by the Seller and the Auction conducted in accordance with the same, and to make such findings as are necessary to provide the purchaser with an order that properly passes title in accordance with the terms and conditions of the Asset Purchase Agreement and the order approving same. This hearing shall hereinafter be referred to as "Final Hearing."

c. Closing Date. The closing date shall be deemed to be the date upon which the consideration is paid and all closing documents are signed. This may take place immediately after the Final Hearing/Confirmation Hearing but must occur within ten (10) days of the Final Hearing/Confirmation Hearing and on or before November 1, 2016.

d. Absolute Sale. This auction shall be an absolute sale and not subject to upset bid after the auction. Cause exists to allow for the Court to waive the stay provided for in Bankruptcy Rules 6004(h) and 6006(d), in order that the order authorizes the Seller to close this sale immediately upon entry of the order approving the sale following the Final Hearing.

e. Necessary Findings for Purchaser. A sale conducted pursuant to the procedures set forth herein shall result in the Sale Assets being sold to the Highest Bidder as a good-faith purchaser. Said purchaser shall acquire all rights as can be conveyed pursuant to 11 U.S.C. § 363 including, but not limited to, the rights of a good faith purchaser pursuant to 11 U.S.C. § 363(m) and a finding, based upon the sworn representation of the Highest Bidder, that the bidding was not pursuant to any improper collusive bidding practices which would not allow for the sale to be avoided for reasons which would include 11 U.S.C. § 363(n). Furthermore, the Court, among other things, must have a finding that the Purchaser is purchasing the Sale Asset free and clear of the conditional Restrictive Use Covenants as it relates to the Sale Asset.

12. Dispute Resolution. The United States Bankruptcy Court shall retain exclusive jurisdiction to resolve any disputes which may arise concerning the Auction Procedures or other issues relevant to the Seller's sale of the Sale Assets as outlined herein.

13. Emergency Court Hearing with Notice and Hearing. The Auction Procedures Order shall authorize the Court to hold emergency hearings to resolve any disputes that may arise prior to the auction. These emergency hearings would include, but not be limited to, any hearing as to whether a party should be designated as an Acceptable Bidder. All such emergency hearings shall be held on Notice and Hearing as determined by the Court to be necessary under the circumstances and may include limited notice and/or telephonic notice to the designated parties. Where deemed necessary, the Sale and Auction Procedures Order shall allow for ex parte orders to be issued by the Court to aid and assist in the consummation of the Sale.

14. Breakup Fee. If the Initial Purchaser is not the Highest Bidder as a result of an Acceptable Upset Bid, then at closing the Initial Purchaser shall be paid a Breakup Fee of $25,000. If the Initial Purchaser is the ultimate purchaser but the Sale Price is not the Initial Purchase Price but results from said party actively bidding and making the Highest Acceptable Bid, it shall be entitled to the breakup fee.