

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

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**In re** : **Chapter 11**  
:   
**CRESCENT RESOURCES, LLC, et al.,** : **Case No. 09-11507 (CAG)**  
:   
: **Debtors.** : **Jointly Administered**  
:   
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**FIRST AMENDMENT TO PLAN SUPPLEMENT IN SUPPORT  
OF THE DEBTORS' REVISED SECOND AMENDED JOINT PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

This is the first amendment (the “First Plan Supplement Amendment”) to the supplement [Docket No. 935] (the “Plan Supplement”) to the Revised Second Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated March 31, 2010 [Docket No. 880] (the “Plan”)<sup>1</sup> of Crescent Resources, LLC (“Crescent Resources”), its parent Crescent Holdings, LLC (“Crescent Holdings”) and their affiliated debtors as debtors and debtors in possession (collectively, “Crescent” or the “Debtors”) filed in accordance with the Plan.<sup>2</sup> **The documents contained in this First Plan Supplement Amendment are integral to and are hereby made part of the Plan and, if the Plan is approved, shall be approved in the order confirming the Plan.**

PLEASE TAKE NOTICE that a hearing to consider confirmation of the Plan (and in conjunction therewith, approval of this Plan Supplement) (the “Confirmation Hearing”) shall be held on **May 20, 2010 and May 21, 2010, each day beginning at 9:00 a.m. (prevailing Central Time)**, before the Honorable Craig A. Gargotta, United States Bankruptcy Judge, United States Bankruptcy Court for the Western District of Texas, 903 San Jacinto, Courtroom No. 1, Austin, Texas, 78701. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Confirmation Hearing or any continued hearing.

<sup>1</sup> Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Plan.

<sup>2</sup> A list of the Debtors in these chapter 11 cases is attached hereto as Exhibit A. Please take notice that Rim Golf Investors, LLC does not appear on Exhibit A because such entity has been withdrawn from the Debtors’ proposed Plan.

PLEASE TAKE FURTHER NOTICE that the Debtors, subject to the terms of the Plan, reserve the right to alter, amend, modify or supplement any document in this First Plan Supplement Amendment.

Dated: May 3, 2010  
Austin, Texas

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ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

**FIRST PLAN SUPPLEMENT AMENDMENT DOCUMENTS**

**Please note that only the amended, modified, and new Exhibits to the Plan Supplement are included in this First Plan Supplement Amendment**

**EXIT FINANCING DOCUMENTS**

Exhibit C (amended to correct title):

Second Lien Facility Term Sheet

**CONTRACT RELATED DOCUMENTS**

Exhibit D (amended and modified):

Schedule of Executory Contracts and Unexpired Leases to be Assumed Pursuant to Section 11.1 of the Plan

**EXHIBIT A**

<b>No.</b>	<b>Name of Debtor:</b>	<b>Last 4 Digits of Taxpayer Id. No.</b>
1.	Crescent 210 Barton Springs, LLC	4379
2.	Cornerstone Plaza, LLC	No EIN applicable
3.	Crescent Holdings, LLC	3626
4.	Crescent Resources, LLC	3582
5.	1780, LLC	2277
6.	223 Developers, LLC	4927
7.	Ballantyne Properties, LLC	1507
8.	Bartram Crescent Development, LLC	4449
9.	Black Forest on Lake James, LLC	1855
10.	Bridgewater Lakeland Developers, LLC	0831
11.	Brooksville East Developers, LLC	No EIN applicable
12.	Camp Lake James, LLC	2407
13.	Carolina Centers, LLC (N.C. entity)	3470
14.	Carolina Centers, LLC (Del. entity)	4729
15.	Chaparral Pines Investors, L.L.C.	1077
16.	Chaparral Pines Management, L.L.C.	6788
17.	Chapel Cove at Glengate, LLC	7243
18.	Citall Development, LLC	3633
19.	Clean Water of NC, LLC	3582
20.	CLT Development, LLC	3851
21.	Club Capital, LLC	7989
22.	Club Enterprises, LLC	3831
23.	Club Villas Developers, LLC	5087
24.	Colbert Lane Commercial, LLC	2983
25.	Crescent Communities N.C., LLC	0306
26.	Crescent Communities Realty, LLC	2410
27.	Crescent Communities SC, LLC	0305
28.	Crescent Lakeway, LLC	3926
29.	Crescent Lakeway Management, LLC	4072
30.	Crescent Land & Timber, LLC	9013
31.	Crescent Multifamily Construction, LLC	42507
32.	Crescent Potomac Greens, LLC	No EIN applicable
33.	Crescent Potomac Plaza, LLC	No EIN applicable
34.	Crescent Potomac Properties, LLC	No EIN applicable
35.	Crescent Potomac Yard Development, LLC	No EIN applicable
36.	Crescent Potomac Yard, LLC	No EIN applicable
37.	Crescent Realty Advisors, LLC	No EIN applicable
38.	Crescent Realty, LLC	4004
39.	Crescent River, LLC	6365
40.	Crescent Rough Hollow, LLC	4882
41.	Crescent Seminole, LLC	8302

<b>No.</b>	<b>Name of Debtor:</b>	<b>Last 4 Digits of Taxpayer Id. No.</b>
42.	Crescent Southeast Club, LLC	5725
43.	Crescent Twin Creeks, LLC	0190
44.	Crescent Yacht Club, LLC	0942
45.	Crescent/Arizona, LLC	3582
46.	Crescent/Florida, LLC	No EIN applicable
47.	Crescent/Georgia, LLC	No EIN applicable
48.	Crescent/RGI Capital, LLC	6151
49.	Falls Cove Development, LLC	22241
50.	FP Real Estate One, L.L.C.	6646
51.	Grand Haven Developers, LLC	1286
52.	Grand Woods Developers, LLC	5005
53.	Green Fields Investments, LLC	3582
54.	Gulf Shores Waterway Development, LLC	6844
55.	Hammock Bay Crescent, LLC	No EIN applicable
56.	Hampton Lakes, LLC	3538
57.	Hampton Ridge Developers, LLC	2235
58.	Hawk's Haven Developers, LLC	1192
59.	Hawk's Haven Golf Course Community Developers, LLC	3562
60.	Hawk's Haven Joint Development, LLC	0337
61.	Hawk's Haven Sponsor, LLC	0376
62.	Headwaters Development Limited Partnership	9149
63.	Hidden Lake Crescent, LLC	4587
64.	Joint Facilities Management, LLC	7638
65.	Lake George Developers, LLC	4965
66.	LandMar Group, LLC	3538
67.	LandMar Management, LLC	3540
68.	Lighthouse Harbor Developers, LLC	1128
69.	May River Forest, LLC	9262
70.	May River Golf Club, LLC	0952
71.	McNinch-Hill Investments, LLC	3378
72.	Milford Estates, LLC	3582
73.	New Riverside, LLC	1349
74.	Nine Corporate Centre Holding Company, LLC	No EIN applicable
75.	North Bank Developers, LLC	7731
76.	North Hampton, LLC	3544
77.	North River, LLC	7701
78.	Old Wildlife Club, LLC	2072
79.	Oldfield, LLC	1481
80.	Osprey Development, LLC	9515
81.	Palmetto Bluff Club, LLC	4599
82.	Palmetto Bluff Development, LLC	1383
83.	Palmetto Bluff Investments, LLC	No EIN applicable
84.	Palmetto Bluff Lodge, LLC	0969

<b>No.</b>	<b>Name of Debtor:</b>	<b>Last 4 Digits of Taxpayer Id. No.</b>
85.	Palmetto Bluff Real Estate Company, LLC	4124
86.	Palmetto Bluff Uplands, LLC	No EIN applicable
87.	Panama City Development, LLC	2207
88.	Park/Marsh, LLC	3331
89.	Parkside Development, LLC	4819
90.	Piedmont Row Development, LLC	0566
91.	Portland Group, LLC	1461
92.	River Paradise, LLC	0831
93.	Roberts Road, LLC	8601
94.	Sailview Properties, LLC	3836
95.	Seddon Place Development, LLC	1566
96.	Springfield Crescent, LLC	6970
97.	StoneWater Bay Properties, LLC	3379
98.	Stratford on Howard Development, LLC	7491
99.	Sugarloaf Country Club, LLC	1688
100.	Sugarloaf Properties, LLC	2808
101.	Sugarloaf Realty, LLC	8817
102.	The Farms, LLC	4921
103.	The Oldfield Realty Company, LLC	1481
104.	The Parks at Meadowview, LLC	5366
105.	The Parks of Berkeley, LLC	1670
106.	The Point on Norman, LLC	3958
107.	The Ranch at the Rim, LLC	3378
108.	The Reserve, LLC	2753
109.	The Retreat on Haw River, LLC	4124
110.	The River Club Realty, LLC	5750
111.	The River Country Club, LLC	5742
112.	The Sanctuary at Lake Wylie, LLC	3582
113.	Trout Creek Developers, LLC	0536
114.	Tussahaw Development, LLC	0184
115.	Twin Creeks Holdings, Ltd.	7903
116.	Twin Creeks Management, LLC	0188
117.	Twin Creeks Operating Co., L.P.	2789
118.	Twin Creeks Property, Ltd.	2531
119.	Two Lake Pony Farm, LLC	4680
120.	Winding River, LLC	0280

## EXHIBIT C

### Second Lien Facility Term Sheet

#### SECOND LIEN FACILITY – TRANCHE B LOAN

#### PRINCIPAL TERMS AND CONDITIONS

<b>BORROWER:</b>	Reorganized Crescent Resources
<b>GUARANTORS:</b>	Each of the Reorganized Debtors other than the Borrower, and non-debtor affiliates, subject to exceptions to be agreed.
<b>ADMINISTRATIVE AGENT:</b>	[TBD]
<b>PRINCIPAL AMOUNT:</b>	\$250,000,000
<b>PRICING:</b>	<u>Interest Rate for Tranche B Loan:</u> LIBOR (2.0% floor and 5.0% cap) plus 600 bps, payable quarterly in arrears.  <u>Default Rate:</u> 2%, above the otherwise applicable rate, but in no event in excess of the maximum lawful rate.
<b>MATURITY DATE:</b>	5 years.
<b>COLLATERAL:</b>	Second priority lien in all existing or hereinafter acquired assets of Borrowers and Guarantors, subject to certain existing liens and liens securing the Exit Facility.
<b>PRIORITY:</b>	<i>Pari passu</i> with Tranche C Loan of the Second Lien Facility, except as otherwise noted herein.
<b>MANDATORY AND OPTIONAL PREPAYMENTS:</b>	[TBD] Prepayable at any time without penalty.
<b>AMORTIZATION:</b>	The outstanding principal amount of the Tranche B Loan shall not exceed the amounts set forth below after the corresponding anniversary of the Effective Date:  Second anniversary                      \$242,500,000  Third anniversary                         \$230,000,000

Fourth anniversary \$212,500,000

All mandatory and voluntary payments and prepayments applied to the principal balance of any Tranche B Loan shall be applied and credited to scheduled amortization in the direct order of maturities.

Failure to make any required amortization payment shall not constitute an Event of Default, but shall result in the interest rate spread over LIBOR increasing from 600 bps to 700 bps until such time that the requisite payments have been made.

**COVENANTS:**

Usual and customary for transactions of this type, including: (i) standard reporting requirements; (ii) prohibition on fundamental changes; (iii) additional debt incurrence limitations at Borrower and Guarantors, subject to exceptions to be agreed upon; provided certain additional project debt to be permitted on a non-recourse basis; (iv) permitted acquisitions and new investment basket (to be defined in a manner to be agreed) not to exceed an amount to be agreed per fiscal year for the first two fiscal years following the Effective Date (with such basket to be increased by the aggregate principal amount of repayments of the Tranche B Loan and Tranche C Loan during such fiscal year), other than (a) acquisitions financed using proceeds of equity contributions, (b) acquisitions of land for build-to-suit projects with an identified purchaser/tenant and (c) other exceptions to be agreed; and (v) a consolidated operating expenses covenant.

Capital contributions from equity holders to be permitted to provide additional liquidity.

**REPRESENTATIONS AND WARRANTIES:**

Usual and customary for transactions of this type.

**EVENTS OF DEFAULT:**

Usual and customary for transactions of this type; to be negotiated and subject to an intercreditor agreement.

## SECOND LIEN FACILITY – TRANCHE C LOAN

### PRINCIPAL TERMS AND CONDITIONS

<b>BORROWER:</b>	Reorganized Crescent Resources
<b>GUARANTORS:</b>	Each of the Reorganized Debtors other than the Borrower, and non-debtor affiliates, subject to exceptions to be agreed.
<b>ADMINISTRATIVE AGENT:</b>	Same as Tranche B Loan
<b>PRINCIPAL AMOUNT:</b>	\$215,000,000
<b>PRICING:</b>	<p><u>Interest Rate:</u> LIBOR (2.0% floor and 5.0% cap) plus 850 bps, payable “in kind” by adding the interest payable annually to the principal amount outstanding under Tranche C.</p> <p><u>Default Rate:</u> 2%, above the otherwise applicable rate, but in no event in excess of the maximum lawful rate.</p>
<b>MATURITY DATE:</b>	7 years; <u>provided</u> , that the Borrower shall have the option for two one-year extensions of the Maturity Date at the cost of 1% of the face principal amount outstanding at the time of the extension, for each extension..
<b>COLLATERAL:</b>	Second lien in all existing or hereinafter acquired assets of Borrowers and Guarantors, subject to certain existing liens and liens securing the Exit Facility.
<b>PRIORITY:</b>	<i>Pari passu</i> with the Tranche B Loan, except as otherwise noted herein.
<b>MANDATORY PREPAYMENTS:</b>	<p>Subject to the intercreditor arrangements with the Exit Facility and the priorities in favor of the Tranche B Loan, the Tranche C Loan shall be subject to certain mandatory prepayments.</p> <p>In addition to the foregoing payments and subject to the intercreditor arrangements with the Exit Facility lenders, on any interest payment date after the fifth anniversary of the Effective Date, a mandatory prepayment of the Tranche C Loan shall be made in an amount sufficient to prevent the application of the applicable high yield discount obligation</p>

rules (within the meaning of Section 163(i) of the Internal Revenue Code).

**PREPAYMENTS:** Prepayable at any time without penalty.

**AMORTIZATION:** No mandatory amortization.

**COVENANTS:** Usual and customary for transactions of this type, including: (i) standard reporting requirements; (ii) prohibition on fundamental changes; (iii) additional debt incurrence limitations at Borrower and Guarantors, subject to exceptions to be agreed upon; provided certain additional project debt to be permitted on a non-recourse basis; (iv) permitted acquisitions and new investment basket (to be defined in a manner to be agreed) not to exceed an amount to be agreed per fiscal year for the first two fiscal years following the Effective Date (with such basket to be increased by the aggregate principal amount of repayments of the Tranche B Loan and Tranche C Loan during such fiscal year), other than (a) acquisitions financed using proceeds of equity contributions, (b) acquisitions of land for build-to-suit projects with an identified purchaser/tenant and (c) other exceptions to be agreed; and (v) a consolidated operating expenses covenant.

Capital contributions from equity holders to be permitted to provide additional liquidity.

**REPRESENTATIONS AND WARRANTIES:** Usual and customary for transactions of this type.

**EVENTS OF DEFAULT:** Usual and customary for transactions of this type to be negotiated and subject to an intercreditor agreement.

## **EXHIBIT D**

### **Schedule of Executory Contracts and Unexpired Leases to be Assumed Pursuant to Section 11.1 of the Plan**

#### *Footnotes*

- (1) The Schedule of Executory Contracts and Unexpired Leases to be Assumed pursuant to Section 11.1 of the Plan is sorted alphabetically by non-Debtor counterparty or notice party.
- (2) The column marked “Crescent Debtor” denotes the respective Debtor counterparty that proposes to assume the executory contract or unexpired lease.
- (3) Unless otherwise specified herein, each executory contract or unexpired lease listed herein shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed herein.
- (4) The “Contract Type” designation is a general description and is not meant to be wholly inclusive or descriptive of the entirety of the rights or obligations represented by such contract.
- (5) Because the Schedule Executory Contracts and Unexpired Leases to be Assumed pursuant to Section 11.1 of the Plan is sorted by non-Debtor counterparty or notice party, in some cases the same agreement may be listed more than once if such agreement involves multiple counterparties. In such cases, the same “Cure Amount” may be listed under more than one counterparty or notice party. The “Cure Amount” relates to the agreement itself as opposed to any specific counterparty or notice party. Only one “Cure Amount” will be paid with respect to any particular contract, notwithstanding that the “Cure Amount” may be listed more than once because there are multiple notice parties for such agreement.

**ADDITIONS TO SCHEDULE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED**

COUNTERPARTY <sup>(1)</sup>	ADDRESS	CITY	STATE	ZIP CODE	CRESCENT DEBTOR <sup>(2)</sup>	CONTRACT TYPE <sup>(4)</sup>	NAME OF CONTRACT <sup>(3)</sup>	CONTRACT DESCRIPTION	CONTRACT START DATE	CURE AMOUNT <sup>(5)</sup>	CONTRACT CODE
Chaparral Pines Investors L.L.C.	Crescent/Arizona, LLC, as Member	a North Carolina LLC Member, 400 S. Tryon Street, Suite 1300	Charlotte	NC	28201	Operating Agreement	Articles of Amendment to Amended and Restated Articles of Organization of Chaparral Pines Investors, L.L.C.	Amended Articles of Organization	8/22/2009	\$0.00	H203_3424
Chaparral Pines Investors L.L.C.	Chaparral Pines Management, LLC, as Manager	400 S. Tryon Street, Suite 1300	Charlotte	NC	28201	Operating Agreement	Articles of Amendment to Amended and Restated Articles of Organization of Chaparral Pines Investors, L.L.C.	Amended Articles of Organization	8/22/2009	\$0.00	H203_3424.1
Chaparral Pines Investors, L.L.C.	The Rim Golf Inc.	300 SOUTH CLUBHOUSE ROAD	Payson	AZ	85541	Operating Agreement	Rim Club & Chaparral Pines Golf Club Reciprocal Membership agreement	Reciprocal Membership Agreement	10/23/2003	\$0.00	B26_581
Chaparral Pines Management, L.L.C.	Crescent Resources, LLC, as Member	400 S. Tryon Street, Suite 1300	Charlotte	NC	28201	Operating Agreement	Articles of Amendment to the Article of Organization of Chaparral Pines Management, LLC	Amended Articles of Organization	8/22/2009	\$0.00	H203_3424.2
Chaparral Pines Management, L.L.C.	Crescent/Arizona, LLC, as Member	400 S. Tryon Street, Suite 1300	Charlotte	NC	28201	Operating Agreement	Articles of Amendment to the Article of Organization of Chaparral Pines Management, LLC	Amended Articles of Organization	8/22/2009	\$0.00	H203_3424.3
Chatham Partners, LLC	1000 St. Albans Drive, Suite 400	Raleigh	NC	27609	The Parks at Meadowview, LLC	Operating Agreement	Utilities Agreement: Serving Meadowview and Surrounding Developments, as amended by Amnds. 1, 2	Utilities Agreement: Serving Meadowview and Surrounding Developments, as amended by Amnds. 1, 2	9/13/2005	\$0.00	Z34_2701
Chatham Partners, LLC	1000 St. Albans Drive, Suite 400	Raleigh	NC	27609	The Parks at Meadowview, LLC	Operating Agreement	Operating and Maintenance of Dry Creek Pumping Station and Dry Creek Intake Line	Operating and Maintenance of Dry Creek Pumping Station and Dry Creek Intake Line		\$0.00	Z36_2709
Crescent Resources, LLC	400 Tryon Street, Suite 1300	Charlotte	NC	28285	Oldfield, LLC	Operating Agreement	Operating Agreement of Oldfield, LLC	Operating Agreement of Oldfield, LLC		\$0.00	H158_2656
Harris Teeter Properties, LLC,	701 Crestdale Drive	Matthews	NC	28105	Crescent Resources, LLC	Operating Agreement	Operating Agreement Of HT-Palisades LLC	Operating Agreement Of HT-Palisades LLC	December 31, 2003	\$0.00	X92_3070

**ADDITIONS TO SCHEDULE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED**

COUNTERPARTY <sup>(1)</sup>	ADDRESS	CITY	STATE	ZIP CODE	CRESCENT DEBTOR <sup>(2)</sup>	CONTRACT TYPE <sup>(4)</sup>	NAME OF CONTRACT <sup>(3)</sup>	CONTRACT DESCRIPTION	CONTRACT START DATE	CURE AMOUNT <sup>(5)</sup>	CONTRACT CODE
Heater Utilities, Inc.	202 MAC KENAN CT	Cary	NC	27511	The Parks at Meadowview, LLC	Operating Agreement	Utilities Agreement: Serving Meadowview and Surrounding Developments, as amended by Amnds. 1, 2	Utilities Agreement: Serving Meadowview and Surrounding Developments, as amended by Amnds. 1, 2	9/13/2005	\$0.00	Z34_2704
HSD-Lakeway GP, Inc.	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Lakeway, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership JH West Land Ventures, Ltd.	First Amended and Restated Agreement Of Limited Partnership JH West Land Ventures, Ltd.	March 1, 2006	\$0.00	X93_3075
HSD-Lakeway Holdings, Ltd.	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Lakeway, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership JH West Land Ventures, Ltd.	First Amended and Restated Agreement Of Limited Partnership JH West Land Ventures, Ltd.	March 1, 2006	\$0.00	X93_3074
HSD-Lakeway Holdings, Ltd.	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Lakeway, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership Las Ventanas Land Partners, Ltd.	First Amended and Restated Agreement Of Limited Partnership Las Ventanas Land Partners, Ltd.	March 1, 2006	\$0.00	X102_3107
HSD-Lakeway Holdings, Ltd.	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Rough Hollow, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership Rough Hollow Development, Ltd.	First Amended and Restated Agreement Of Limited Partnership Rough Hollow Development, Ltd.	February 3, 2006	\$0.00	X150_3260
HT-Palisades LLC	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Resources, LLC	Operating Agreement	Operating Agreement Of HT-Palisades LLC	Operating Agreement Of HT-Palisades LLC	December 31, 2003	\$0.00	X92_3071
JHLV GP, Inc.	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Lakeway, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership JH West Land Ventures, Ltd.	First Amended and Restated Agreement Of Limited Partnership JH West Land Ventures, Ltd.	March 1, 2006	\$0.00	X93_3073

**ADDITIONS TO SCHEDULE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED**

COUNTERPARTY <sup>(1)</sup>	ADDRESS	CITY	STATE	ZIP CODE	CRESCENT DEBTOR <sup>(2)</sup>	CONTRACT TYPE <sup>(4)</sup>	NAME OF CONTRACT <sup>(3)</sup>	CONTRACT DESCRIPTION	CONTRACT START DATE	CURE AMOUNT <sup>(5)</sup>	CONTRACT CODE
JHLV GP, Inc.	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Rough Hollow, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership Rough Hollow Development, Ltd.	First Amended and Restated Agreement Of Limited Partnership Rough Hollow Development, Ltd.	February 3, 2006	\$0.00	X150_3259
JHLV GP, Inc.,	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Lakeway, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership Las Ventanas Land Partners, Ltd.	First Amended and Restated Agreement Of Limited Partnership Las Ventanas Land Partners, Ltd.	March 1, 2006	\$0.00	X102_3105
JHS, LLC	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Lakeway, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership JH West Land Ventures, Ltd.	First Amended and Restated Agreement Of Limited Partnership JH West Land Ventures, Ltd.	March 1, 2006	\$0.00	X93_3076
JHS, LLC	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Lakeway, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership Las Ventanas Land Partners, Ltd.	First Amended and Restated Agreement Of Limited Partnership Las Ventanas Land Partners, Ltd.	March 1, 2006	\$0.00	X102_3108
JHS, LLC	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Rough Hollow, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership Rough Hollow Development, Ltd.	First Amended and Restated Agreement Of Limited Partnership Rough Hollow Development, Ltd.	February 3, 2006	\$0.00	X150_3261
Joint Facilities Management LLC	c/o Crescent Resources, LLC, 400 S. Tryon Street, Suite 1300	Charlotte	NC	28285	Rim Golf Investors, LLC	Assignment Agreement	Assignment & Assumption of Tenant's Interests in Lease	Assignment & Assumption of Tenant's Interests in Lease	6/2/2006	\$0.00	F37_644
Jordan Lake Preserve Corporation	840 The Preserve Trail	Chapel Hill	NC	27517	The Parks at Meadowview, LLC	Operating Agreement	Operating and Maintenance of Dry Creek Pumping Station and Dry Creek Intake Line	Operating and Maintenance of Dry Creek Pumping Station and Dry Creek Intake Line		\$0.00	Z36_2712
Limited Partnership JH West Land Ventures, Ltd.	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Lakeway, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership JH West Land Ventures, Ltd.	First Amended and Restated Agreement Of Limited Partnership JH West Land Ventures, Ltd.	March 1, 2006	\$0.00	X93_3072

**ADDITIONS TO SCHEDULE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED**

COUNTERPARTY <sup>(1)</sup>	ADDRESS	CITY	STATE	ZIP CODE	CRESCENT DEBTOR <sup>(2)</sup>	CONTRACT TYPE <sup>(4)</sup>	NAME OF CONTRACT <sup>(3)</sup>	CONTRACT DESCRIPTION	CONTRACT START DATE	CURE AMOUNT <sup>(5)</sup>	CONTRACT CODE
Limited Partnership Las Ventanas Land Partners, Ltd.	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Lakeway, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership Las Ventanas Land Partners, Ltd.	First Amended and Restated Agreement Of Limited Partnership Las Ventanas Land Partners, Ltd.	March 1, 2006	\$0.00	X102_3106
Limited Partnership Rough Hollow Development, Ltd.	c/o Crescent Resources, 400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Rough Hollow, LLC	Operating Agreement	First Amended and Restated Agreement Of Limited Partnership Rough Hollow Development, Ltd.	First Amended and Restated Agreement Of Limited Partnership Rough Hollow Development, Ltd.	February 3, 2006	\$0.00	X150_3258
Oldfield, LLC	400 Tryon Street, Suite 1300	Charlotte	NC	28285	Crescent Resources, LLC	Operating Agreement	Operating Agreement of Oldfield, LLC	Operating Agreement of Oldfield, LLC		\$0.00	H158_2657
Polk-Sullivan, LLC	P.O. Box 5689	Cary	NC	27512	The Parks at Meadowview, LLC	Operating Agreement	Utilities Agreement: Serving Meadowview and Surrounding Developments, as amended by Amnds. 1, 2	Utilities Agreement: Serving Meadowview and Surrounding Developments, as amended by Amnds. 1, 2	9/13/2005	\$0.00	Z34_2702
Polk-Sullivan, LLC	P.O. Box 5689	Cary	NC	27512	The Parks at Meadowview, LLC	Operating Agreement	Operating and Maintenance of Dry Creek Pumping Station and Dry Creek Intake Line	Operating and Maintenance of Dry Creek Pumping Station and Dry Creek Intake Line		\$0.00	Z36_2711
Rim Golf Investors, L.L.C.	Chaparral Pines Management, LLC, as Manager	400 S. Tryon Street, Suite 1300	Charlotte	NC	28201	Operating Agreement	Articles of Amendment to Amended and Restated Articles of Organization of Rim Golf Investors, L.L.C.	Amended Articles of Organization	8/22/2009	\$0.00	H203_3424.4
Rim Golf Investors, L.L.C.	Crescent/Arizona, LLC, as Member	400 S. Tryon Street, Suite 1300	Charlotte	NC	28201	Operating Agreement	Articles of Amendment to Amended and Restated Articles of Organization of Rim Golf Investors, L.L.C.	Amended Articles of Organization	8/22/2009	\$0.00	H203_3424.5
Rim Golf Investors, LLC	Crescent/Arizona, LLC	400 Tryon Street, Suite 1300	Charlotte	NC	28285	Operating Agreement	Operating Agreement	Operating Agreement of Rim Golf	6/1/2000	\$0.00	H166_2686
Rim Golf Investors, LLC	Chaparral Pines Management, LLC	400 Tryon Street, Suite 1300	Charlotte	NC	28285	Operating Agreement	Operating Agreement	Operating Agreement of Rim Golf	6/1/2000	\$0.00	H166_2686.2

**ADDITIONS TO SCHEDULE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED**

COUNTERPARTY <sup>(1)</sup>	ADDRESS	CITY	STATE	ZIP CODE	CRESCENT DEBTOR <sup>(2)</sup>	CONTRACT TYPE <sup>(4)</sup>	NAME OF CONTRACT <sup>(3)</sup>	CONTRACT DESCRIPTION	CONTRACT START DATE	CURE AMOUNT <sup>(5)</sup>	CONTRACT CODE
Rim Golf Investors, LLC	Chaparral Pines L.L.C.	400 Tryon Street, Suite 1300	Charlotte	NC	28285	Operating Agreement	Operating Agreement	Operating Agreement of Rim Golf	6/1/2000	\$0.00	H166_2686.3
Roanoke Investments, LLC	c/o Robert D. Swain, 117 Edinburgh Drive South, Suite 105	Cary	NC	27511	The Parks at Meadowview, LLC	Operating Agreement	Utilities Agreement: Serving Meadowview and Surrounding Developments, as amended by Amnds. 1, 2	Utilities Agreement: Serving Meadowview and Surrounding Developments, as amended by Amnds. 1, 2	9/13/2005	\$0.00	Z34_2703
Roanoke Investments, LLC	c/o Robert D. Swain, 117 Edinburgh Drive South, Suite 105	Cary	NC	27511	The Parks at Meadowview, LLC	Operating Agreement	Operating and Maintenance of Dry Creek Pumping Station and Dry Creek Intake Line	Operating and Maintenance of Dry Creek Pumping Station and Dry Creek Intake Line		\$0.00	Z36_2710
The Point Lake and Golf Club, Inc.	2214 Brawley School Rd	Mooresville	NC	28117	Club Capital, LLC	Operating Agreement	Transfer agreement of Club Assets	Transfer agreement of Club Assets	9/15/1998	\$0.00	H266_3567
Toshiba Business Solutions	9201-J Southern Pine Blvd.	Charlotte	NC	28273	Crescent Resources, LLC	Lease Agreement	Copier/Fax	Office Equipment Lease Agreement - Postage Meter	4/1/2008	\$0.00	H141_2635

**DELETIONS FROM SCHEDULE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED**

COUNTERPARTY <sup>(1)</sup>	ADDRESS	CITY	STATE	ZIP CODE	CRESCENT DEBTOR <sup>(2)</sup>	CONTRACT TYPE <sup>(4)</sup>	NAME OF CONTRACT <sup>(3)</sup>	CONTRACT DESCRIPTION	CONTRACT START DATE	CURE AMOUNT <sup>(5)</sup>	CONTRACT CODE
CB Richard Ellis	201 South College Street	Charlotte	NC	28244	Crescent Resources, LLC	Sales Agreement	Broker contract for sale of Kannapolis land	Contract for the sale of land	3/5/2009	\$0.00	A84_100
GE Capital Corporation	PO Box 3083	Cedar Rapids	IA	52406-3083	LandMar Group, LLC	Lease Agreement	GE Capital Equipment Lease Agreement	Office Equipment lease	10/20/2008	\$560.94	A385_732
Podd, William S. and Nadine D.	Ford Plantation, 877 Dublin Drive	Richmond Hill	GA	31324	Palmetto Bluff Real Estate Company, LLC	Listing Agreement	Exclusive Right to Sell Listing Agreement	Listing agreement with William S. Podd and Nadine D. Podd	12/31/2009	\$0.00	G51_480
Podd, William S. and Nadine D.	Ford Plantation, 877 Dublin Drive	Richmond Hill	GA	31324	Palmetto Bluff Real Estate Company, LLC	Listing Agreement	Exclusive Right to Sell Listing Agreement	Listing agreement with William S. Podd and Nadine D. Podd	12/31/2009	\$0.00	G52_481
Principal Real Estate Investors	801 Grand Avenue	Des Moines	IA	50392-1370	Crescent Resources, LLC	Lease Agreement	Lease Piedmont Town Center Retail (Multi Family)	Non-residential property agreement	10/26/2007	\$0.00	A71_70
Stover, Shon	400 S County Road 115	Bunnell	FL	32110	Grand Woods Developers, LLC	Lease Agreement	Hunting Lease	Hunting License Agreement	11/21/2008	\$0.00	F3_584
Stover, Shon	400 S County Road 115	Bunnell	FL	32110	Roberts Road, LLC	Lease Agreement		Hunting License Agreement	11/21/2008	\$0.00	A486_833
Stover, Shon	400 S County Road 115	Bunnell	FL	32110	Grand Woods Developers, LLC	Lease Agreement	Shon Stover Hunting Lease	Hunting License Agreement	11/21/2008	\$0.00	A490_837
The Greenery, Inc.	PO Box 6569	Hilton Head Island	SC	29938	May River Golf Club, LLC	Services Agreement	Landscape Maintenance	Maintenance agreement	1/1/2009	\$0.00	E100_1215
The Greenery, Inc.	PO Box 6569	Hilton Head Island	SC	29938	Palmetto Bluff Club, LLC	Services Agreement	Landscape Maintenance for Fitness, WLRC, Canoe Club	Maintenance agreement	1/1/2009	\$0.00	E120_1238
The Greenery, Inc.	PO Box 6569	Hilton Head Island	SC	29938	Palmetto Bluff Lodge, LLC	Services Agreement	Landscape Maintenance	Maintenance agreement	1/1/2009	\$0.00	E179_1284