

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

WESTWIND MANOR RESORT
ASSOCIATION, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 19-50026 (DRJ)
)
) Jointly Administered
)

**GLOBAL NOTES, RESERVATION OF RIGHTS, AND
STATEMENT OF LIMITATIONS, METHODOGY AND
DISCLAIMER REGARDING DEBTORS' SCHEDULES OF ASSETS
AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

General

The above-captioned debtors and debtors in possession (the "Debtors") are contemporaneously filing these Global Notes (as defined below) as a supplement to and integral part of their Schedules of Assets and Liabilities (the "Schedules") and Statements of Financial Affairs (the "SOFAs") filed in the Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court"). The Debtors prepared their Schedules and SOFAs pursuant to section 521 of Title 11 of the United States Code, as amended (the "Bankruptcy Code"), and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), with the assistance of their professionals. These *Global Notes, Reservation of Rights, and Statement of Limitations, Methodology and Disclaimer Regarding Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs* (the "Global Notes") pertain to, are incorporated by reference in, and comprise an integral part of, each of the Schedules and SOFAs, and should be reviewed in connection with any review of the Schedules and SOFAs.

Reservation of Rights

The Schedules and SOFAs are unaudited and subject to potential adjustment. Prior to the Petition Date (as such term is defined herein below), the Debtors retained Force Ten Partners, LLC ("Force 10") to act as their financial advisor. Thereafter, on March 3, 2019, Jeremy Rosenthal was appointed as Chief Restructuring Officer (the "CRO") of certain of the Debtors. Among the immediately identifiable challenges faced by the Debtors that Force 10 and the CRO identified pre-petition was the extreme lack of complete, accurate, or readily accessible financial and other records. The Debtors' lack of an experienced and appropriately qualified chief financial officer, or any officer or employee with meaningful financial expertise, and underlying

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Westwind Manor Resort Association, Inc. (7533); Warrior ATV Golf, LLC (3420); Warrior Acquisitions, LLC (9919); Warrior Golf Development, LLC (5741); Warrior Golf Management, LLC (7882); Warrior Golf Assets LLC (1639); Warrior Golf Venture, LLC (7752); Warrior Premium Properties, LLC (0220); Warrior Golf, LLC (4207); Warrior Custom Golf, Inc. (2941); Warrior Golf Equities, LLC (9803); Warrior Golf Capital, LLC (5713); Warrior Golf Resources (6619); Warrior Golf Legends, LLC (3099); and Warrior Golf Holdings, LLC (2892). The address of the Debtors' corporate headquarters is 15 Mason, Suite A, Irvine, California 92618.

personnel knowledgeable about proper record keeping and accounting practices only compounded those problems. In that regard, Force 10 and the CRO found that the Debtors (i) maintained their financial records spread across multiple entities that may or may not have been connected with the assets, revenue or expenses booked for that entity, (ii) that the financial records were not maintained in a coherent manner, and (iii) stored their books and records related to properties, contracts, licenses, customer records, investors, equity holders, entities and other relevant books and records in various paper and digital files without a centralized or cohesive organizational system, and as to the paper files, spread over multiple floors of multiple buildings. The Debtors' pre-petition record sorting and management practices make locating complete, accurate, and up-to-date documents and information challenging. The Debtors' financial books and records evidence a lack of consistent, reliable and verifiable method of capturing and managing financial records. While reasonable efforts have been made to provide accurate and complete information in the Schedules and SOFAs, errors and omissions may exist. In this regard, the Schedules and SOFAs were prepared based upon the Debtors' existing books and records reasonably available, which may or may not contain errors or omissions, whether material or otherwise. Accordingly, despite reasonable efforts to provide the most accurate information in the Schedules and Statements as possible, the Schedules and SOFAs merely reflect the contents of such books and records, inclusive of such errors or omissions. Moreover, because the Schedules and SOFAs contain unaudited information, there can be no assurance that these Schedules and SOFAs are wholly accurate and complete. The Debtors reserve the right to amend and/or supplement any and all of their Schedules and SOFAs from time to time as they deem necessary or appropriate in sole and independent discretion.

In particular, note that the listing of a claim or a contract with the Debtors does not constitute an admission by the Debtors of the legal rights of the claimant, or a waiver of the Debtors' right to disclaim or dispute such claim or contract as attributable to the Debtors. The Debtors reserve the right to remove any contract or claim from the Schedules and SOFAs whether by amending the Schedules and SOFAs or in another appropriate filing. Additionally, the Debtors reserve the right to object to any listed claim on the grounds that, among other things, such claim has already been satisfied. The Debtors reserve the right to dispute or assert offsets or defenses to, any claim reflected on the Schedules as to amount, liability or classification and reserve the right to recharacterize, reclassify, recategorize, or redesignate any claim as "disputed," "contingent" and/or "unliquidated, whether by amending the Schedules and SOFAs or in another appropriate filing.

Listing a claim (i) on Schedule D as "secured," (ii) on Schedule E/F, Part 1 as "unsecured priority" or (iii) on Schedule E/F, Part 2 as "unsecured nonpriority," does not constitute a waiver of any of the Debtors' right to recharacterize, reclassify, recategorize, or redesignate such claim. Furthermore, listing a contract on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors that such contract or agreement is an executory contract or unexpired lease nor a waiver of the Debtors' right to recharacterize, reclassify or dispute the validity, status or enforceability of any contracts, agreements or leases set forth on Schedule G and to amend or supplement such Schedule, as necessary.

The Debtors may have causes of action or potential causes of action against third-parties which have not been identified in the Schedules and SOFAs. The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of set-off,

cross claim, counterclaim, or recoupment, and any claim in connection with any contract, breach of duty imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date (as defined below), in contract or in tort, in law or in equity, or pursuant to any other theory of law it may have, and neither the Global Notes nor the Schedules nor the SOFAs shall be deemed a waiver of any causes of action or in any way prejudice or impair the assertion of any such causes of action.

Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the foregoing general reservation of rights.

Description of the Cases and “As of” Information Date

On March 4, 2019, certain of the Debtors—Westwind Manor Resort Association, Inc.; Warrior ATV Golf, LLC; Warrior Acquisitions, LLC; Warrior Golf Development, LLC; Warrior Golf Management, LLC; Warrior Golf Assets, LLC; Warrior Golf Venture, LLC; Warrior Premium Properties, LLC; Warrior Golf, LLC; and, Warrior Custom Golf, Inc.—each filed a petition in the Bankruptcy Court seeking relief under chapter 11 of the United States Bankruptcy Code. Thereafter, on April 4, 2019, the remaining of the Debtors—Warrior Golf Equities, LLC; Warrior Golf Capital, LLC; Warrior Golf Resources, LLC; Warrior Golf Legends, LLC; and Warrior Golf Holdings, LLC—each filed a petition in the Bankruptcy Court seeking relief under chapter 11 of the United States Bankruptcy Code. The Debtors’ cases (collectively, the “Chapter 11 Cases”) have been assigned to the Honorable David R. Jones and are jointly administered. The Debtors continue to manage and operate their business as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

Except as otherwise noted in the Global Notes or Schedules and SOFAs, all liability information and assets are valued as of each Debtor’s respective petition date (the “Petition Date”). The Debtors have made a reasonable effort to allocate liabilities between the pre- and post-petition periods based on the information and research that was conducted in connection with the preparation of the Schedules and SOFAs. As additional information becomes available and further research is conducted, the Debtors may modify the allocation of liabilities between the pre- and post-petition periods and amend the Schedules and SOFAs accordingly.

Verification

Pursuant to that certain *Order Pursuant to 11 U.S.C. § 105(a) and Federal Rules of Bankruptcy Procedure 1007 and 1008 Approving Form of Verification for the Debtors Schedules of Assets and Liabilities and Statements of Financial Affairs* [Docket No. 167], the Debtors’ respective Schedules and SOFAs, and all of the information therein, including as may be amended from time to time as determined by the Debtors’ sole and independent discretion, will be verified pursuant to a rider attached thereto (the “Rider”), and subject to the qualifications, statements, and other information provided for therein. Accordingly, to the extent that there are any errors or omissions contained in the Schedules and SOFAs, such errors or omissions remain subject to the

terms more fully set forth in the Rider. Furthermore, to the extent that the Rider conflicts with these Global Notes, the terms of the Rider shall control.

Basis of Presentation

The Schedules and SOFAs reflect financial information for the Debtors only and do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles, nor are they intended to fully reconcile with any financial statements otherwise prepared and/or distributed by the Debtors.

Totals

All totals that are included in the Schedules and SOFAs represent totals of all known amounts included in the Schedules and SOFAs. To the extent there are unknown, disputed, contingent, unliquidated, or otherwise undetermined amounts, the actual total may be materially different than the listed total. The description of an amount as “unknown,” “disputed,” “contingent,” “unliquidated,” or “undetermined” is not intended to reflect upon the materiality of such amount. Due to numerous unliquidated, contingent and/or disputed claims, summary statistics in the Schedules, SOFAs and Global Notes may significantly understate the Debtors’ liabilities.

Exclusions

The Debtors have excluded certain categories of assets and liabilities from the Schedules and SOFAs such as: goodwill and certain other intangible assets; accrued liabilities including, but not limited to, tax accruals; accrued accounts payable; and assets with a net book value of zero. Other non-material assets and liabilities may have also been excluded.

Fair Market Value; Book Value

It would be prohibitively expensive, unduly burdensome and an inefficient use of Debtors’ resources for the Debtors to obtain current market valuations of all of their assets. Accordingly, unless otherwise indicated, the Schedules and SOFAs reflect net book values for assets as of the dates stated in the Global Notes as reflected in the Debtors’ books and records as of the Petition Date. Amounts ultimately realized may vary from net book value, and such variance may be material. The asset amounts listed do not include material write-downs that may be necessary. Operating cash is presented as bank balances as of the Petition Date, except for cash on hand. Certain other assets, such as intangible assets, are listed as undetermined amounts as of the Petition Date because the book values may materially differ from fair market values.

Property and Equipment

Nothing in the Schedules or SOFAs (including, without limitation the failure to list leased property or equipment as owned property or equipment) is, or shall be construed as, an admission as to the determination of legal status of any lease (including whether any lease is a true lease or financing arrangement), and the Debtors reserve all of their rights with respect to such issues.

Intellectual Property Rights

The exclusion of any intellectual property shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an

admission that such intellectual property rights have not been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction.

In addition, although the Debtors made diligent efforts to attribute intellectual property to the rightful Debtor entity, in certain instances, intellectual property owned by one Debtor may, in fact, be owned by another Debtor. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all such intellectual property rights.

Estimates

To prepare and file the Schedules and SOFAs in accordance with the deadline established in these Chapter 11 Cases, management was required to make certain estimates and assumptions that affected the reported amounts of assets and liabilities as of the Petition Date. The Debtors and their estates reserve the right to amend the reported amounts of assets, liabilities, and expenses to reflect changes in those estimates or assumptions.

Intercompany Payables and Receivables

The listing by the Debtors of any account between a Debtor and another Debtor or between a Debtor and a non-Debtor affiliate is merely a statement of what appears in a particular Debtor's books and records and does not reflect any admission or conclusion of the Debtors regarding the allowance, classification, characterization, validity, or priority of such account. The Debtors take no position in these Schedules and SOFAs as to whether such accounts would be allowed as a Claim, an Interest, or not allowed in any respect. The Debtors and all parties in interest reserve all rights with respect to such accounts, including, but not limited, any and all rights to recover receivables against a non-Debtor affiliate regardless of whether it is identified and listed.

Setoffs

The Debtors periodically incur certain setoffs and net payments in the ordinary course of business. Such setoffs and nettings may occur due to a variety of transactions or disputes including Setoffs in the ordinary course can result from various items including, but in no way limited to, intercompany transactions, pricing discrepancies, returns, refunds, negotiations, and/or disputes between the Debtors and their suppliers. These normal setoffs are consistent with the ordinary course of business for the Debtors as well as in the Debtors' industry and can be particularly voluminous, making it unduly burdensome and costly for the Debtors to list such ordinary course setoffs. Therefore, although such setoffs and other similar rights may have been accounted for when scheduling certain amounts, these ordinary course setoffs are not independently accounted for, and as such, are or may be excluded from the Debtors' Schedules and SOFAs.

Gift Cards and Other Pre-Paid Obligations

In the ordinary course of business, the Debtors issue gift cards and accept prepayments for certain obligations, including, but not limited to, gift cards and banquet obligations. As of the Petition Date, the Debtors' books and records do not reflect an aggregate liability with respect to gift cards and pre-paid banquet obligations. Accordingly, because the Debtors do not know the identities of the holders of such obligations (including the identities of the present holders of gift cards), such obligations are not listed within Schedule E/F, Part 2.

Merchant Receivable and Reserve

The Debtors derive substantially all its revenues from customers who pay by credit card. The Debtors record these payments on a cash basis, and the books and records do not reflect an aggregate receivable for the amounts in the settlement period, which represent between 2 and 4 days of net revenues. In addition, the Debtors maintain an additional reserve to the Merchant processor of \$25,098.43, which is segregated in a separate, interest bearing, bank account, reported in schedule Part 1, bank accounts.

SPECIFIC DISCLOSURES WITH RESPECT TO THE DEBTORS' SCHEDULES**Schedule A/B – Real and Personal Property:****No. 15**

Ownership interests in subsidiaries have been listed in Schedules A/B 15 as an undetermined amount because the fair market value of such ownership is dependent on numerous variables and factors and likely differs significantly from their net book value.

No. 55

The Debtors have listed owned real property in Schedule A/B 55. There appear to have been defects in recorded titles to certain the golf courses, and thus the titles may be held with certain other Debtors, notwithstanding how the Schedules reflect ownership. More specifically, the title to the golf courses commonly known as “Whispering Woods”, Huntington” and “Marion Oaks” may actually be held by Warrior Golf Acquisitions, LLC, rather than Warrior Golf, LLC. The Debtors have also listed their real property leases in Schedule A/B 55.

No. 63

Certain of the Debtors maintain a customer mailing list. The amount is listed as undetermined because the fair market value of such ownership cannot be determined.

No. 77

The Debtors have intercompany, affiliate and insider receivables (due from) and intercompany, affiliate and insider payables (due to). By each Debtor, and for each related party, the Schedules disclose the receivable amount on Schedule A/B 77 and the payable amount on Schedule E/F, Part 2.

Schedule D – Creditors Holding Secured Claims

Except as otherwise agreed pursuant an order of the Bankruptcy Court, the Debtors reserve the right to dispute or challenge the validity, perfection or priority of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D. The descriptions provided on Schedule D are intended only as a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in any Debtors' Schedule D shall be deemed a modification, interpretation, or waiver of the terms of any such agreements.

The Debtors have not included on Schedule D all parties that may believe their claims are secured through set-off rights, deposits posted by, or on behalf of, the Debtors, inchoate statutory lien rights, utility companies and other parties that may hold security deposits.

By listing a party on Schedule D based on a UCC-1 filing, the Debtors and their estates is not conceding that such party actually holds a perfected, unavoidable security interest in the asset that is the subject of such filing, and reserve all rights as set forth in these Global Notes.

Schedule E/F - Creditors Holding Unsecured Priority and/or Unsecured Non-Priority Claims

The Debtors believe they have satisfied certain pre-petition claims in the ordinary course pursuant to, *inter alia*, the following: *Order Authorizing the Debtors to (I) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (II) Continue Employee Benefit Programs (Entered March 7, 2019)* [Docket No. 46]; *Final Order authorizing the Payment of Certain Prepetition Taxes and Fees* [Docket No. 123]; *Final Order Authorizing the Debtors to Honor Prepetition Obligations to Customers in the Ordinary Course of Business* [Docket No. 24]. In this regard, pre-petition liabilities which have been satisfied are excluded from the Schedules and SOFAs, as the case may be.

Schedule E/F, Part 1 – Creditors with Priority Unsecured Claims

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

Schedule E/F, Part 2 – Creditors with Non-Priority Unsecured Claims

Determining the date upon which each Claim on Schedule E/F, Part 2 was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for each Claim listed on Schedule E/F, Part 2. Claims listed on Schedule E/F, Part 2 may have been aggregated by unique creditor name and remit to address and may include several dates of incurrence for the aggregate balance listed. In addition, although the Debtors made diligent efforts to attribute Claims to the appropriate Debtor entity, in certain instances, as result of property transfers prior to the Petition Date or otherwise, the Claims may be held against another Debtor.

Schedule E/F, Part 2 includes potential or threatened litigation claims. Any information contained in Schedule E/F, Part 2 with respect to such potential litigation shall not be a binding representation of the Debtors' liabilities with respect to any of the potential suits and proceedings included therein. The Debtors expressly incorporate by reference into Schedule E/F part 2 all parties to pending litigation listed in the Debtors' SOFAs 7, as contingent, unliquidated, and disputed claims, to the extent not already listed on Schedule E/F, Part 2.

Schedule E/F, Part 2 reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption, or assumption and assignment, of executory contracts or unexpired leases.

Additionally, Schedule E/F, Part 2 does not include potential rejection damage Claims, if any, of the counterparties to executory contracts and unexpired leases that may be rejected.

The Debtors have intercompany, affiliate and insider receivables (due from) and intercompany, affiliate and insider payables (due to). By each Debtor, and for each related party, the Schedules disclose the receivable amount on Schedule A/B 77 and the payable amount on Schedule E/F, Part 2.

Schedule G – Unexpired Leases and Executory Contracts

Although commercially reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases, inadvertent errors, omissions or overinclusion may have occurred in preparing Schedule G. In the ordinary course of business, the Debtors enter into various agreements with suppliers. The Debtors may have entered into various other types of agreements in the ordinary course of their business, such as indemnity agreements, supplemental agreements, letter agreements, and confidentiality agreements that may not be set forth in Schedule G. Omission of a contract, lease or other agreement from Schedule G does not constitute an admission that such omitted contract, lease or agreement is not an executory contract or unexpired lease. Schedule G may be amended at any time to add any omitted executory contracts, unexpired leases and other agreements to which the Debtors is a party, including, without limitation, to add any executory contracts, unexpired leases and other agreements that the Debtors, due to the voluminous number of such contracts, leases and agreements, was unable to list on Schedule G at this time. Likewise, the listing of an agreement on Schedule G does not constitute an admission that such agreement is an executory contract or unexpired lease, or that such agreement was in effect or unexpired on the Petition Date or is valid or enforceable. The agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters and other documents, instruments and agreements that may not be listed on Schedule G.

Any and all rights, claims and causes of action of the Debtors and their estates with respect to the agreements listed on Schedule G are hereby reserved and preserved. The Debtors and their estates hereby reserve all of their rights to: (a) dispute the validity, status, or enforceability of any agreements set forth on Schedule G; (b) dispute or challenge the characterization of the structure of any transaction, document or instrument related to a creditor's claim, including, but not limited to, the agreements listed on Schedule G; and (c) amend or supplement Schedule G, as necessary.

Any omission of a co-Debtor or co-obligor in the Schedules does not constitute an admission that such omitted co-Debtor or co-obligor is not obligated or liable under the relevant debt. The Debtors' rights under the Bankruptcy Code and non-bankruptcy law with respect to any omitted co-Debtors or co-obligor are not impaired by the omission. The Debtors also reserve their right to amend the Schedules and SOFAs as necessary and appropriate.

Schedule H – Co-Debtors

For purposes of Schedule H, the Debtors that are either the principal obligors or guarantors under the prepetition debt facilities are listed as Co-Debtors on Schedule H. The Debtors

may not have identified certain guarantees associated with the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. The Debtors reserve all of their rights to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or be unenforceable. In the ordinary course of their businesses, the Debtors may be involved in pending or threatened litigation. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-Claims and counter-Claims against other parties. Because the Debtors have treated all such Claims as contingent, disputed, or unliquidated, such Claims have not been set forth individually on Schedule H. Litigation matters can be found on each Debtor's Schedule E/F, Part 2 and SOFA 7, as applicable.

SPECIFIC DISCLOSURES WITH RESPECT TO THE DEBTORS' SOFAs

SOFAs, Part 1

The Debtors record revenue net of refunds and allowances, and therefore, the books and records do not reflect gross sales. As such, Part 1 of the SOFAs reflect the net sales of the Debtors.

SOFAs No. 3

SOFA 3 includes any disbursement or other transfer made by the Debtors within 90 days before the Petition Date except for those made to insiders (which payments appear in response to SOFA question 4), employees, and bankruptcy professionals (which payments appear in SOFA 11 and include any retainers paid to bankruptcy professionals). The amounts listed in SOFA 3 reflect the Debtors' disbursements netted against any check level detail; thus, to the extent a disbursement was made to pay for multiple invoices, only one entry has been listed on SOFA 3.

SOFAs Nos. 4 & 30

The Debtors have listed on Exhibit 4 payments to current and former members of the Debtors' management team, current and former directors and officers of the Debtors, and certain affiliates. Notwithstanding their omission, it is possible other payment recipients may be "insiders" as defined in the Bankruptcy Code, and the Debtors fully reserve their rights to assert the same in all cases.

Furthermore, the listing of a party as an insider is not intended to be nor should be construed as a legal characterization of such party as an insider and does not act as an admission of any fact, claim, right or defense, and all such rights, claims, and defenses are hereby expressly reserved.

SOFAs No. 5

SOFA 5 excludes goods returned in the ordinary course of business.

SOFAs No. 7

Any information contained in SOFA 7 shall not be a binding representation of the Debtors' liabilities with respect to any of the suits and proceedings identified therein.

SOFAs No. 10

The Debtors occasionally incur losses for a variety of reasons, including theft and property damage. The Debtors, however, may not have records of all such losses if such losses do not have a material impact on the Debtors' businesses or are not reported for insurance purposes.

SOFAs No. 11

Out of an abundance of caution, the Debtors have included payments to all professionals who have rendered any advice related the Debtors' bankruptcy proceedings in SOFA 11. However, it is possible that the disclosed fees also relate to other, non-bankruptcy related services, and may include services rendered to other parties.

SOFAs No. 26d

The Debtors have provided financial statements in the ordinary course of their businesses to numerous financial institutions, creditors, and other parties within two years immediately before the Petition Date. Considering the number of such recipients and the possibility that such information may have been shared with parties without the Debtors' knowledge or consent or subject to confidentiality agreements, the Debtors have not disclosed any parties that may have received such financial statements for the purposes of SOFA 26d.

SOFAs No. 30

Unless otherwise indicated in a Debtor's specific response to SOFA 30, the Debtors have included a comprehensive response to SOFA 30 in SOFA 4.

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The Investors; the Pro Rata Promissory Notes; and the Convertible Notes

The narrative that follows references four (4) Exhibits to the Schedules, entitled “**Investor Exhibit-1**”, “**Investor Exhibit-2**”, “**Investor Exhibit-3**”, and “**Investor Exhibit-4**” (collectively, the “**Investor Exhibits**”).

These Global Notes are incorporated into the Investor Exhibits. For ease of review, references to the column numbers (as “**Investor Exhibit - X, Column Y**”) are noted below.

The brief historical account noted below is for ease of review of the Investor Exhibits, and is not intended to be exhaustive, complete, exacting or binding on the Debtors, as the details provided are based upon information known as of this date.

From 2005 to 2016, the Debtors and non-debtor affiliates, raised approximately \$103 Million from approximately 1,700 investors (making in excess of 2,200 investments) (the “**Investors**” and, collectively, the “**Investments**”) by selling interests or memberships interests in twelve (12) limited liability companies (the “**Original LLCs**”), each of which was intended to be formed to acquire and manage one or more golf courses (the “**Golf Courses**”). Eleven (11) of the 12 Original LLCs are Debtors in these Cases. As of this date, only Warrior Golf Properties, LLC (one of the Original LLCs) is not a Debtor.

With respect to Investor Exhibit-1:

- a. The Investors’ Names are noted at **Investor Exhibit-1, Column A**.
- b. In some instances the Investor is identified by slight variations of such person’s/entity’s name (by way of example Michael John Smith, may be identified as both Michael John Smith, and M. J. Smith), and thus an Investor may be identified on more than one line item on **Investor Exhibit-1**. Investors that invested, either initially or subsequently changed the form of holding of its Investment, *via* an investment vehicle, such as an IRA or other ERISA structure, may not be identified as such (this does not mean that the Debtors’ books and records do not acknowledge such structure).
- c. In some instances the Investors may be identified on multiple lines of the **Investor Exhibit-1**, as the original Investor name may have changed over time, by, *inter alia*, legal transfers of the Investments, including those through operation of will or intestate actions.
- d. The Original LLCs in which the Investors’ Investment was made and the amount of such Investment is noted at **Investor Exhibit-1, Columns B through M**.
- e. The Original LLCs Name’s and their Bankruptcy Court Case Numbers are noted at **Investor Exhibit-1, Rows 5 and 6**, respectively. This is to aid Investors in filing Proofs of Claim and/or Proofs of Interests against the Debtors, consistent with Orders of the Court. **Note:** while Warrior Golf Properties, LLC, is one of the Original LLCs, it is not a Debtor, at this time, in these Cases.

- f. The aggregate amount of all Investments made by an Investor is identified in **Investor-Exhibit-1, Column N**.
- g. The amount of Investments listed in **Investor-Exhibit-1, Columns B through N**, are the original Investment amounts, and do not take into consideration, such adjustments as distributions, withdrawals, buybacks, or other changes to the Investment amount, made subsequent to the time of the initial Investment.

With respect to Investor Exhibit-2:

Beginning in September 2017, the Original LLCs entered into *Dissolution Agreements* resulting in, in some instances but not necessarily all, multiple step transactions involving the LLC, its members and its assets, briefly/limited described as follows:

- a. The issuance of multiple *Senior Note* (collectively, the “**Senior Notes**”), executed by Warrior Golf, LLC, a Delaware limited liability company (a Debtor) and in favor of a specific Original LLC. The aggregate amount of the Senior Notes was \$40,650,000.
- b. In exchange for the Senior Notes, the Original LLCs were to transfer title to their Golf Courses to Warrior Golf, LLC, a Delaware limited liability company. In many instances, but not all, this step occurred. As of the Petition Dates, some of the Original LLCs still hold title to acquired Golf Courses, notwithstanding that other identified steps occurred with respect to such Original LLC.
- c. The Senior Notes were subsequently *extinguished and/or exchanged* (the legal structure and/or effect of this step is not specifically addressed herein, and is subject to further evaluation, and thus the use of the words *extinguished and/or exchanged*, is not intended to be binding on the Debtors) for *Pro Rata Promissory Note* (collectively, the “**Pro Rata Notes**”). The Pro Rata Notes were executed by Warrior Golf, LLC, a California limited liability Company (not a Debtor), and in favor of Investors, in a formula basis. **Note:** Warrior Golf, LLC, a Delaware limited liability company (a Debtor) is noted as the *Maker* of the Pro Rata Notes, in different instances in the document, notwithstanding that Warrior Golf, LLC, a California limited liability company executed the Pro Rata Notes. The Debtors do not take a position, at this time, as to which entity, if either or both, is obligated on the Pro Rata Notes.
- d. The Pro Rata Notes were guaranteed by Warrior Custom Golf, Inc. (a Debtor).
- e. As noted, Investors received Pro Rata Notes, in a formula basis, and thus **Investor Exhibit-2** addresses such Pro Rata Notes.
- f. The Investors’ Last Names are noted at **Investor Exhibit-2, Column A**; and the Investors’ complete Names are noted at **Investor Exhibit-2, Column B**. As noted above, with respect to **Investor Exhibit-1**, an Investor may appear on more than one line and may be identified by multiple names. Although efforts were taken to match names, an Investor identified on **Investor Exhibit-1**, may be identified by a different name on **Investor Exhibit-2**.

- g. Collectively, the Pro Rata Notes are generally, and hereinafter shall be, referred to as the “**\$40 Million Notes**”. The amount of the \$40 Million Notes issued to the Investors is noted at **Investor Exhibit-2, Columns C through N**.
- h. The total amount of all Pro Rata Notes issued to an Investor, is noted at **Investor-Exhibit-2, Column O**.
- i. The amounts of the \$40 Million Notes issued to an Investor, identified on **Investor Exhibit-2**, are the original amounts, and do not take into consideration, such adjustments as distributions, withdrawals, buybacks, or other changes to the Pro Rata Note issued to the Investor, made subsequent to the time of the initial issuance.

With respect to Investor Exhibit-3:

In 2016, Warrior Acquisitions, LLC (a Debtor) raised \$5.5 Million from various Investors, and in exchange the Investors received a *Convertible Note* in various amounts (collectively, the “**\$5.5 Million Convertible Notes**”).

- a. The Investors’ Last Names are noted at **Investor Exhibit-3, Column A**; and the Investors’ complete Names are noted at **Investor Exhibit-3, Column B**. As noted above, with respect to **Investor Exhibit-1** and **Investor Exhibit-2**, an Investor may be identified in different formats among the three **Investor Exhibits**.
- b. The amount of the \$5.5 Million Convertible Notes issued to the Investors is noted at **Investor Exhibit-3, Column C**.

With respect to Investor Exhibit-4: The addresses for the Investors’ listed on Investor Exhibit-1, 2 and 3, are noted at **Investor Exhibit-4**.

Additional general comments/notes:

Notwithstanding the identification of the \$40 Million Notes and the \$5.5 Million Convertible Notes as *notes* the Debtors reserve all of their rights with respect to, any and all challenges to the validity of any claim asserted under such instruments, including the right to challenge the characterization of such instrument as a debt obligation of the Debtors, or to recharacterize such instrument as an equity interest. The listing of any information on the Investor Exhibits does not constitute an admission by the Debtors of the legal rights of the Investor or a waiver of the Debtors’ right to disclaim or dispute such claim as attributable to the Debtors. Further, the amounts provided in the Investor Exhibits are subject to change as further details are determined by the Debtors.

Notwithstanding providing the details in the Investor Exhibits, it is noted that such information is derived from the Debtors’ existing books and records, as of the date hereof. As set forth above, the Debtors’ financial books and records evidence a lack of consistent, reliable and verifiable method of capturing and managing financial records and there can be no assurance that the Investor Exhibits are wholly accurate and complete. Notwithstanding, the Debtors are attaching the Investor Exhibits to the Schedules to provide information to the Investors to assist in their determination as to what claims or interests, if any, they may hold against the Debtors and the amounts to assert for such claims or interests.

Fill in this information to identify the case:**Debtor name:** WESTWIND MANOR RESORT ASSOCIATION, INC.**United States Bankruptcy Court for the:** Southern District of Texas**Case number (if known):** 19-50026☐ Check if this is an amended filingOfficial Form 207**Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy** 04/16

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

Part 1: Income**1. Gross revenue from business**☐ None

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year		Sources of revenue (Check all that apply)	Gross revenue (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From 1/1/2019 to 3/3/2019	<input checked="" type="checkbox"/> Operating a business <input type="checkbox"/> Other: _____	\$305.00
For prior year:	From 1/1/2018 to 12/31/2018	<input checked="" type="checkbox"/> Operating a business <input type="checkbox"/> Other: _____	\$22,217.50
For the year before that:	From 1/1/2017 to 12/31/2017	<input checked="" type="checkbox"/> Operating a business <input type="checkbox"/> Other: _____	\$4,305.54

2. Non-business revenue

Include revenue regardless of whether that revenue is taxable. *Non-business income* may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

☒ None

		Description of sources of revenue	Gross revenue from each source (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From _____ to _____	_____	\$ _____
	From _____ to _____	_____	\$ _____
	From _____ to _____	_____	\$ _____

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 2: List Certain Transfers Made Before Filing for Bankruptcy****3. Certain payments or transfers to creditors within 90 days before filing this case**

List payments or transfers—including expense reimbursements—to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$6,425. (This amount may be adjusted on 04/01/2019 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

☒ None

Creditor's name and address	Dates	Total amount or value	Reasons for payment or transfer <i>Check all that apply</i>
3.1. _____ _____ _____	_____	\$ _____	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other _____

4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$6,425. (This amount may be adjusted on 04/01/2019 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

☒ None

Insider's name and address	Dates	Total amount or value	Reasons for payment or transfer
4.1. _____ _____ _____	_____	\$ _____	_____
Relationship to debtor _____			

5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

☒ None

Creditor's name and address	Description of the property	Date	Value of property
5.1. _____ _____ _____	_____	_____	\$ _____

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****6. Setoffs**

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

☒ None

Creditor's name and address	Description of the action creditor took	Date action was taken	Amount
6.1. _____ _____ _____ _____	_____ _____ Last 4 digits of account number: XXXX-_____	_____ _____	\$ _____

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 3: Legal Actions or Assignments****7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits**

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

☒ None

Case title	Nature of case	Court or agency's name and address	Status of case
7.1. _____	_____	_____	<input type="checkbox"/> Pending
Case number	_____	_____	<input type="checkbox"/> On appeal
_____	_____	_____	<input type="checkbox"/> Concluded

8. Assignments and receivership

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

☒ None

Custodian's name and address	Description of the property	Value
8.1. _____	_____	\$ _____
_____	Case title	Court name and address
_____	_____	_____
_____	Case number	_____
_____	_____	_____
_____	Date of order or assignment	_____
_____	_____	_____

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 4: Certain Gifts and Charitable Contributions**

9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000.

☒ None

Recipient's name and address	Description of the gifts or contributions	Dates given	Value
9.1. _____	_____	_____	\$ _____

Recipient's relationship to debtor			

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 5: Certain Losses****10. All losses from fire, theft, or other casualty within 1 year before filing this case.**☐ None

Description of the property lost and how the loss occurred	Amount of payments received for the loss If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received. List unpaid claims on Official Form 106A/B (Schedule A/B: Assets – Real and Personal Property).	Date of loss	Value of property lost
10.1. TV, APPLIANCES THEFT	\$2,808.89 Type of payment: INSURANCE	4/13/2018	\$2,808.89

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 6: Certain Payments or Transfers****11. Payments related to bankruptcy**

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

☒ None

Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
11.1. _____	_____	_____	\$ _____
Address			

Email or website address			

Who made the payment, if not debtor?			

12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.

Do not include transfers already listed on this statement.

☒ None

Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value
12.1. _____	_____	_____	\$ _____
Trustee			

13. Transfers not already listed on this statement

List any transfers of money or other property—by sale, trade, or any other means—made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

☐ None

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026**

	Who received transfer?	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
13.1.	CROSS BOW INVESTMENTS	SALE OF WESTWIND MANAGER	4/16/2018	\$112,000.00
	Address	TIMESHARE PROPERTY IN RUNAWAY BAY, TX		
	8659 WHITE SETTLEMENT RD FT WORTH TX 76108			
	Relationship to debtor			
	NONE			

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 7: Previous Locations****14. Previous addresses**

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

☒ Does not apply

Address	Dates of occupancy
14.1. _____	From _____ To _____

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 8: Healthcare Bankruptcies****15. Healthcare bankruptcies**

Is the debtor primarily engaged in offering services and facilities for:

- diagnosing or treating injury, deformity, or disease, or
- providing any surgical, psychiatric, drug treatment, or obstetric care?

☒ No. Go to Part 9.☐ Yes. Fill in the information below.

Facility name and address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
15.1. _____ _____ _____ _____	Location where patient records are maintained (if different from facility address). If electronic, identify any service provider _____ _____ _____ _____	How are records kept? Check all that apply: <input type="checkbox"/> Electronically <input type="checkbox"/> Paper

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 9: Personally Identifiable Information****16. Does the debtor collect and retain personally identifiable information of customers?**☒ No☐ Yes. State the nature of the information collected and retained. _____

Does the debtor have a privacy policy about that information?

☐ No☐ Yes**17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b) or other pension or profit-sharing plan made available by the debtor as an employee benefit?**☒ None. Go to Part 10.☐ Yes. Fill in the information below.

17.1. Does the debtor serve as plan administrator?

☐ No☐ Yes. Fill in below.**Name of plan****Employer identification number of the plan**

EIN: ____-____-____

Has the plan been terminated?

☐ No☐ No

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units****18. Closed financial accounts**

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

☒ None

Financial institution name and address	Last 4 digits of account number	Type of account	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
18.1. _____ _____ _____ _____	XXX-_____	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money market <input type="checkbox"/> Brokerage <input type="checkbox"/> Other _____	_____	\$ _____

19. Safe deposit boxes

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

☒ None

Depository institution name and address	Name and address of anyone with access to it	Description of the contents	Does debtor still have it?
19.1. _____ _____ _____ _____	_____ _____ _____ _____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes

20. Off-premises storage

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

☒ None

Depository institution name and address	Name and address of anyone with access to it	Description of the contents	Does debtor still have it?
20.1. _____ _____ _____ _____	_____ _____ _____ _____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own****21. Property held for another**

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

☒ None

	Owner's name and address	Location of the property	Description of the property	Value
21.1.	_____	_____	_____	\$ _____

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 12: Details About Environmental Information**

For the purpose of Part 12, the following definitions apply:

- *Environmental law* means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).
- *Site* means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.
- *Hazardous material* means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.**22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law?** Include settlements and orders.☒ No☐ Yes. Provide details below.

Case title	Court or agency name and address	Nature of the case	Status of case
22.1. _____	_____	_____	<input type="checkbox"/> Pending
Case number	_____		<input type="checkbox"/> On appeal
_____	_____		<input type="checkbox"/> Concluded

23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?☒ No☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
23.1. _____	_____	_____	_____
_____	_____		
_____	_____		

24. Has the debtor notified any governmental unit of any release of hazardous material?☒ No☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
24.1. _____	_____	_____	_____
_____	_____		
_____	_____		

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 13: Details About the Debtor's Business or Connections to Any Business****25. Other businesses in which the debtor has or has had an interest**

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

☒ None

Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.1. _____ _____ _____ _____	_____	EIN: ____-_____ Dates business existed From _____ To _____

26. Books, records, and financial statements

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

☐ None

Name and address	Dates of service
26a.1. AARON MUN C/O WARRIOR GOLF 15 MASON IRVINE CA 92618	From 1/2010 To Present
Name and address	Dates of service
26a.2. BRENDAN FLAHERTY C/O WARRIOR GOLF 15 MASON IRVINE CA 92618	From 1/2010 To Present

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

☐ None

Name and address	Dates of service
26b.1. COLEYDOCTER INC. 420 STEVENS AVENUE SUITE 310 SOLANA BEACH CA 92075	From 1/2011 To 3/3/2019

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

☐ None

Name and address	If any books of account and records are unavailable, explain why
26c.1. AARON MUN C/O WARRIOR GOLF 15 MASON IRVINE CA 92618	_____

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026**

	Name and address	If any books of account and records are unavailable, explain why
26c.2.	BRENDAN FLAHERTY C/O WARRIOR GOLF 15 MASON IRVINE CA 92618	
26c.3.	FORCE 10 PARTNERS C/O WARRIOR GOLF 15 MASON IRVINE CA 92618	

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

☐ None

Name and address

26d.1. SEE GLOBAL NOTES

27. Inventories

Have any inventories of the debtor's property been taken within 2 years before filing this case?

☒ No

☐ Yes. Give the details about the two most recent inventories.

	Name of the person who supervised the taking of the inventory	Date of inventory	The dollar amount and basis (cost, market, or other basis) of each inventory
27.1.			\$

Name and address of the person who has possession of inventory records

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

	Name and address	Position	Nature of any interest	% of interest, if any
28.1.	BRENDAN FLAHERTY 15 MASON IRVINE CA 92618	SOLE SHAREHOLDER	COMMON STOCK	100.00%
28.2.	DAVID GORDON C/O WARRIOR GOLF, LLC 15 MASON IRVINE CA 92618	DIRECTOR	N/A	N/A

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026**

	Name and address	Position	Nature of any interest	% of interest, if any
28.3.	JEREMY ROSENTHAL C/O WARRIOR GOLF, LLC 15 MASON IRVINE CA 92618	CHIEF RESTRUCTURING OFFICER	N/A	N/A
	Name and address	Position	Nature of any interest	% of interest, if any
28.4.	KEVIN LANTRY C/O WARRIOR GOLF, LLC 15 MASON IRVINE CA 92618	DIRECTOR	N/A	N/A
	Name and address	Position	Nature of any interest	% of interest, if any
28.5.	RUSSELL F NELMS C/O WARRIOR GOLF, LLC 15 MASON IRVINE CA 92618	DIRECTOR	N/A	N/A

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

☐ No

☒ Yes. Identify below.

	Name and address	Position	Nature of any interest	Period during which position or interest was held
29.1.	AARON MUN C/O WARRIOR GOLF, LLC 15 MASON IRVINE CA 92618	SECRETARY & DIRECTOR	N/A	From 1/2010 To 3/3/2019
	Name and address	Position	Nature of any interest	Period during which position or interest was held
29.2.	BRENDAN FLAHERTY C/O WARRIOR GOLF, LLC 15 MASON IRVINE CA 92618	VICE PRESIDENT & DIRECTOR	N/A	From 2010 To 3/3/2019
	Name and address	Position	Nature of any interest	Period during which position or interest was held
29.3.	HENRY WHEELAHAN C/O WARRIOR GOLF, LLC 15 MASON IRVINE CA 92618	TREASURER & DIRECTOR	N/A	From 2010 To 3/3/2019
	Name and address	Position	Nature of any interest	Period during which position or interest was held
29.4.	WALTER BOLEN C/O WARRIOR GOLF, LLC 15 MASON IRVINE CA 92618	PRESIDENT & DIRECTOR	N/A	From 2010 To 3/3/2019

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****30. Payments, distributions, or withdrawals credited or given to insiders**

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

☒ No☐ Yes. Identify below

Name and address of recipient	Amount of money or value of property	Description of property	Dates	Reason for providing the value
30.1. _____ _____ _____ _____	\$ _____	_____	_____	_____
Relationship to debtor _____				

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?☒ No☐ Yes. Identify below

Name of the parent corporation	Employer Identification number of the parent corporation
31.1. _____ _____ _____ _____	EIN: ____ - ____ - ____ - ____ - ____ - ____

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?☒ No☐ Yes. Identify below

Name of the pension fund	Employer Identification number of the pension fund
32.1. _____ _____ _____ _____	EIN: ____ - ____ - ____ - ____ - ____ - ____

Debtor **WESTWIND MANOR RESORT ASSOCIATION, INC.**Case number (if known) **19-50026****Part 14: Signature and Declaration**

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

~~I declare under penalty of perjury that the foregoing is true and correct.~~

4/26/2019
MM/DD/YYYY

x See Attached Rider
Signature of individual signing on behalf of the debtor

Printed name _____

Position or relationship to debtor _____

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

☒ No
☐ Yes

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
)	Chapter 11
WESTWIND MANOR RESORT)	
ASSOCIATION, INC., <i>et al.</i> , ¹)	Case No. 19-50026 (DRJ)
Debtors.)	Jointly Administered

**VERIFICATION RIDER PURSUANT TO FEDERAL RULE OF
BANKRUPTCY PROCEDURE 1008**

Westwind Manor Resort Association, Inc. and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”), with the assistance of their financial advisors, Force 10 Partners, LLC (“Force 10”), have prepared and filed their respective Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (the “Statements”) with the United States Bankruptcy Court for the Southern District of Texas.

Force 10 was retained as financial advisors to the Debtors on February 18, 2019. The undersigned was appointed as Chief Restructuring Officer (“CRO”) to certain of the Debtors on March 3, 2019. Since my appointment as CRO, I have attempted to become familiar with the Debtors’ day-to-day operations, books and records and financial affairs. In view of my short time first as financial advisor and then as Chief Restructuring Officer, my familiarity with the Debtors’ business affairs and books and records is limited at this time.

While reasonable efforts have been made to provide accurate and complete information in the Schedules and Statements, errors and omissions may exist. In this regard, the Schedules and Statements were prepared based upon the Debtors’ existing books and records reasonably available to me as of the date hereof, which may or may not contain errors or omissions, whether material or otherwise. Accordingly, despite reasonable efforts to provide the most accurate information in the Schedules and Statements as possible, the Schedules and Statements merely reflect the contents of such books and records, inclusive of such errors or omissions.

Furthermore, the undersigned has not personally verified the accuracy or completeness of each statement and representation contained in the Statements and Schedules, nor could he,

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Westwind Manor Resort Association, Inc. (7533); Warrior ATV Golf, LLC (3420); Warrior Acquisitions, LLC (9919); Warrior Golf Development, LLC (5741); Warrior Golf Management, LLC (7882); Warrior Golf Assets LLC (1639); Warrior Golf Venture, LLC (7752); Warrior Premium Properties, LLC (0220); Warrior Golf, LLC (4207); Warrior Custom Golf, Inc. (2941); Warrior Golf Equities, LLC (9803); Warrior Golf Capital, LLC (5713); Warrior Golf Resources (6619); Warrior Golf Legends, LLC (3099); and Warrior Golf Holdings, LLC (2892). The address of the Debtors’ corporate headquarters is 15 Mason, Suite A, Irvine, California 92618.

including statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses.

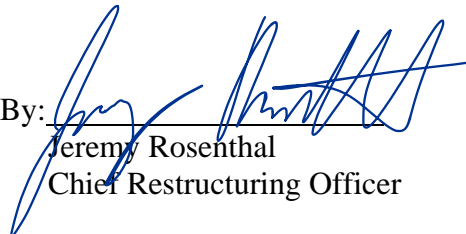
The Debtors, the CRO, and their agents, attorneys, and advisors do not guarantee or warrant, in any fashion, the accuracy or completeness of the information provided in the Statements or Schedules and shall not be liable for any loss or injury arising out of, or causes, whether in whole or in part, by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained therein. The Debtors, the CRO, and their agents, attorneys, and advisors expressly do not undertake any obligation to update, modify, revise, or categorize the information provided in the Schedules and Statements, or to notify any third party should such information be updated, modified, revised, re-categorized, or otherwise.

The undersigned, Jeremy Rosenthal, solely in my official capacity as the Debtors' Chief Restructuring Officer, hereby verify, in satisfaction of Federal Rule of Bankruptcy Procedure 1008 and as approved pursuant to *Order Pursuant to 11 U.S.C. 105(a) and Federal Rules of Bankruptcy Procedure 1007 1008 Approving Form of Verification for the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs* [Docket No. 167], the respective Schedule or Statement to which this Rider is attached wholly subject to the foregoing.

Respectfully submitted,

Dated: April 26, 2019

By:


Jeremy Rosenthal
Chief Restructuring Officer