

April 22, 2017

TO: White Bluff Property Owners
FROM: Your Board of Directors
Leonard Critcher, President
RE: Closure of the Golf Courses

As you are aware Mike Ward has announced that he will close both golf courses on Monday, April 24th. He has indicated that he is taking this action because of the Summary Judgment ruling in which the court ruled that the POA does not have the obligation to maintain the courses. He went on further to insinuate strongly that the closure of the courses can be blamed on the POA Board. Although Mike Ward is free to believe and subjectively interpret things in any manner he wishes, the Board wishes to inform you of the facts.

Fact One

Mediation between the POA Board and Double Diamond/Mike Ward is scheduled for May 15, 2017.

Fact Two

At the 04/19/2017 Special Called Meeting the Board approved a motion that the POA would continue to pay for golf course maintenance up to and through the Mediation on May 15th. The motion also stipulated that if an agreement was reached about golf course maintenance that the agreement must be fully executed by May 18th. This action was publicly presented to all meeting attendees inclusive of Double Diamond employees.

Fact Three

Based on the facts related above Mike Ward should have been fully aware of the Board's intentions to continue paying for the maintenance of the golf courses through May 15th.

Fact Four

At 5:28 PM on April 20th Mike Ward was sent an email from Leonard Critcher specifically detailing the Board's intentions with regards to maintenance of the golf courses. Below is a specific copy and paste excerpt from the email that addresses the anticipation of a meeting between the Board and Mike Ward:

In anticipation of a possible meeting with the above understanding, I have been working feverishly to get resolution from our Board on the reasonable parameters of a meeting. You should fully realize that we operate as a Board, and every member's input is sought. We work as a cohesive unit, not as a single person.

As soon as I have a response from you directly as well as the members elected to our Board we can proceed immediately.

Fact Five

At 8:57 PM on April 20th Leonard Critcher sent the following email to Mike Ward. This email outlines the more than reasonable parameters for a productive meeting:

Mike-

The consensus of the WBPOA Board is that we are willing to meet with you under the following, more than reasonable, parameters:

Place- White Bluff

Facility- Lone Star Room

Set-Up- DD will pay for transfer of a conference table and appropriate number of

chairs to the LSR for the meeting and for removal of such.

Dates & Times- MW will provide us with his available dates and times, from which we will select.

Agenda- Mike will provide us in advance an Agenda with the specific items to be

discussed, to which we must agree.

Attendees- Any POA Board member who desires to attend, any DD executive who desires to attend, Chad Robinson, legal counsel for DD if desired, Mike Ward must attend.

I expect a timely response and look forward to this opportunity to attempt resolution in a cooperative, rational and mature setting.

Leonard

Fact Six

At 11:36 AM on April 21st Mike Ward responded directly to Leonard Critcher. The salient points extracted from the email are as follows:

Leonard -

First - please remove your non-compensated self from the high horse.

I stand by my comment regarding a lack of knowledge regarding your intent.

I am not interested in attending a meeting wherein only agenda items can be discussed. The idea is laughable. What are you afraid of?

I am also not interested in an extension of the obligation to maintain the course until May the 15th. The agreement to maintain the course will need to be for a period of time that allows for the final disposition of the Judge's decision.

Mike

Fact Seven

At 2:50 PM on April 21st Leonard Critcher sent another, follow-up email to Mike Ward, the salient points directly extracted below:

Mike-

Thank you for making your position clear. I will respond in one last attempt to seek a course of resolution.

Regardless of what was communicated to you, you now have a clear understanding of our intent, and it is to continue maintenance of the golf courses until Mediation is complete. Knowing this fact that has now been stated twice to you in written communications, you have full knowledge in order to maintain your position of unilaterally closing the golf courses as previously announced or allowing them to remain open pending resolution at a meeting prior to Mediation or at Mediation.

Regarding the parameters set for holding a meeting, these were and are reasonable including the providing of an Agenda. You are free to place anything you wish on an Agenda; however, the productivity of any meeting, especially one of this nature inclusive of the parties involved, is totally dependent on a methodical and un-emotional discussion of specific topics. A helter-skelter approach would be without direction and resolve. We both know what the main issues are.

The Board has made an effort to schedule a meeting on what hopefully would be a sound basis, format and attendance. Please respond if you are willing to do so. I look forward to hearing back from you of your intent. Thanks.

Leonard

Fact Eight

As detailed and verified above, the WBPOA Board has offered

- 1. To continue paying for golf course maintenance through May 15th.**
- 2. Twice to meet directly with Mike Ward to seek resolution.**

In summary, your Board has made every reasonable effort to not only prevent the courses from being closed but also to seek resolution outside the court system. At the time of the writing of this email we have yet to hear back from Mike Ward with regards to any reconsideration of his position. It is our sincere hope that

he will choose the high road, rescind his decision to close the courses and agree to meet with the Board.