

<p>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</p> <p>STEVENS & LEE, P.C. 1415 Marlton Pike East Suite 506 Cherry Hill, NJ 08034 (856) 354-9200 John C. Kilgannon, Esq. (JK-3649)</p> <p>and</p> <p>STEVENS & LEE, P.C. 1818 Market Street, 29th Floor Philadelphia, PA 19103 (215) 575-0100 Robert Lapowsky, Esq. Marnie E. Simon, Esq.</p> <p>Counsel for the Debtor</p>	
<p>In re</p> <p>Ballamor Golf Holdings, Inc.,</p> <p style="text-align: center;">Debtor.</p>	<p>Chapter 11</p> <p>Case No.:</p>

**DECLARATION OF JOHN P. IGOE IN SUPPORT OF
FIRST DAY MOTIONS AND APPLICATIONS**

STATE OF NEW JERSEY

COUNTY OF _____

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: ss:
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I, John P. Igoe, declare as follows:

I am the Vice President of Ballamor Golf Holdings, Inc. ("Ballamor" or "Debtor"), the debtor and debtor-in-possession in the above-captioned case. I submit this declaration in support of the Debtor's emergency first-day motions filed concurrently herewith and in support of the Debtor's voluntary petition for reorganization under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"). I am over the age of 18, and except as otherwise indicated, I have personal knowledge of the facts set forth herein or have obtained them from the Debtor's personnel who report directly or indirectly to me and, if called upon to testify, could and would testify competently thereto.

I. BACKGROUND

A. The Debtor's Business Operations

1. The Debtor is a corporation which was formed in April of 2009 for the purpose, among other things, of acquiring from Eagle Creek Partners, L.L.C. ("Eagle Creek") and Ballamor Golf Club, Inc. ("BGCI" and, collectively with Eagle Creek, the "Sellers"), (a) the personal property utilized in the operation of a golf course located in Egg Harbor Township, New Jersey and known as the Ballamor Golf Club (the "Club"), and (b) a liquor license utilized in connection with the operation of the Club.

2. At or about the same time that the Debtor was formed, another entity known as 6071 English Creek Avenue, Limited Liability Company ("6071") was formed for the purpose, among other things, of acquiring the real property upon which the Club was and is located (the "Ballamor Real Property"). The Debtor and 6071 share common ownership.

3. The Ballamor Golf Club began operations in 2000 under prior ownership. Pursuant to one or more "Plans for the Offering of Memberships," the Sellers sold various plans

for the playing of golf in several different “membership” plans. The memberships did not confer any ownership rights or equity, nor did the plans require contribution to operating deficiencies. Rather, the membership simply afforded the Members certain non-exclusive and revocable rights to use of the Club, subject to certain restrictions.

4. Most of the various golf plans (with limited exceptions) included the requirement, among other things, to pay a deposit. The deposits charged by Sellers ranged in amount from \$2,500.00 to \$13,500.00 and were either (a) subject to certain conditions, refundable after thirty years or upon the occurrence of certain events, or (b) non-refundable.

5. On or about May 20, 2009, (a) closing (the “Closing”) occurred between and among the Sellers, the Debtor and 6071, (b) 6071 leased the Ballamor Real Property to the Debtor, (c) approximately 200 outstanding member agreements were assigned to the Debtor, and (d) the Debtor began to operate the Club and related amenities. As of the Closing the transfer of the liquor license had not yet been approved by Egg Harbor Township, the liquor license was not transferred. The transfer of the liquor license was approved by Egg Harbor Township on November 10, 2009 and the liquor license was transferred to the Debtor on that date.

B. Capital Structure of the Debtor

6. The Debtor is a subchapter S corporation. Chester J. Ottinger, Jr. owns all of the issued and outstanding shares of stock of the Debtor.

7. Debtor has one secured creditor, Textron Financial Corporation (“Textron”). Textron has a liens on certain equipment owned by the Debtor which liens secure an obligation of approximately \$176,000.

C. Circumstances Leading To The Debtor’s Chapter 11 Filing

8. Since the Closing, the Debtor has had the opportunity to operate the Club through one full peak Season. Unfortunately, the Debtor has concluded that, in order to be viable, the Club must be operated as a fully public, daily fee course and that, in order to do so, all member agreements, and all rights attendant to member agreements, should be terminated.

9. After significant consideration of alternatives, the Debtor has determined that the most efficient way to deal with the economic consequences of termination of all member agreements and the need for certainty as to the consequences of such terminations is through the use of the bankruptcy process.

10. Immediately before the Petition Date, the Debtor terminated all memberships in the Club.

II. SUMMARY OF FIRST DAY MOTIONS

11. Concurrently with the filing of its chapter 11 petition, the Debtor has filed certain applications, motions, and proposed orders (the "First Day Motions"). I believe that each of the First Day Motions represents an important element in achieving the successful rehabilitation and reorganization of the Debtor. Set forth below are facts in support of the First Day Motions, summarized for the convenience of the Court.

A. Motion For Entry of An Interim and Final Order (A) Approving Post-Petition Financing, (B) Granting Liens And Providing Super-priority Administrative Expense Status Pursuant to 11 U.S.C. § 364, And (C) Providing Notice of Final Hearing (the "DIP Motion")

12. The Debtor seeks authority to incur post-petition secured financing from Chester J. Ottinger, Jr. (the "Lender"). The Debtor, in the exercise of its business judgment, has

concluded that post-petition financing is essential to the success of its operations and reorganization efforts. Such financing is required for the payment of, *inter alia*, wages, salaries, expenses, purchase of inventory, equipment and supplies and other expenses required to maintain its operations and the value of its assets. The Debtor will be irreparably harmed if it is not authorized immediately to obtain post-petition financing on the terms and conditions described in the DIP Motion.

13. An immediate need exists for the Debtor to obtain additional funds.

Without such funds, the Debtor will be unable to meet payroll and other operating expenses and the Debtor's trade creditors will cease to provide goods and services. The Debtor needs the post-petition financing to maintain itself as a going concern and preserve the value of all pre-petition collateral, thus its need is immediate and necessary.

14. The Debtor requested unsecured financing from Newfield National Bank ("Newfield"). Newfield holds the mortgage (the "Ballamor Mortgage") on the Ballamor Real Property and the Debtor has guaranteed the Newfield loan which is secured by the Ballamor Mortgage. As a result, Newfield is very familiar with the Debtor's business. Shortly prior to the Petition Date, the Debtor met with officers of Newfield, advised them of the planned Chapter 11 filing for the Debtor, provided them with copies of the Budget and requested that Newfield loan Five Hundred Thousand Dollars (\$500,000) to the Debtor on an unsecured basis, but with an administrative expense priority under Section 503(b)(1) of the Bankruptcy Code. Newfield declined to make such loan. While the Debtor has not approached any other lending source for a similar loan, under the circumstances, the Debtor submits that any such approach would be futile.

15. The proposed post-petition financing reflects the exercise of sound and prudent business judgment. I believe it would be impossible under the circumstances of this case to obtain financing on an unsecured basis. In my business judgment, the post-petition financing described in the DIP Motion is the best financing option available under the circumstances.

B. Motion for Order Under 11 U.S.C. § 366 Regarding Adequate Assurance For The Future Performance For Utilities And Establishing Procedures for Determining Requests for Additional Adequate Assurance (the “Utilities Motion”)

16. Utility services are essential to the Debtor’s business operations while its chapter 11 case is pending. In fact, any interruption of utility services would severely disrupt the Debtor’s business and damage the Debtor’s chances for a successful reorganization.

17. In the normal conduct of its business, the Debtor obtains gas, water, electric, telephone, cellular and other services from many utility providers (the “Utility Companies”). Attached to the Utility Motion as Exhibit A is a list of substantially all of the Utility Companies that provide such utility services to the Debtor.

18. The Debtor is dependent, among other utility services, on electricity to operate its offices, club house, restaurant, and golf course. In addition, the Debtor’s facilities are dependent on telephone service to conduct sales, communicate with customers and vendors and to provide services for its guests. The Debtor is also dependent on continued water service to maintain sanitary lavatory and dining facilities for guests and employees. If any one of these services were interrupted, the day-to-day operations of the Debtor’s business would be severely disrupted.

19. The Debtor's utility services are critical to the day-to-day operations of the Debtor's business. If the Utility Companies are permitted to terminate service on the 30th day after the Petition Date, the Debtor will be forced to cease operations resulting in substantial disruption and loss of revenue and profits. In fact, any interruption of utility service would severely disrupt the Debtor's business and diminish the Debtor's chances for a successful reorganization.

20. The Debtor has a good record of timely paying its pre-petition utility bills. I believe that a deposit in the amount of the average of one month's usage provides adequate assurance to the Utility Companies for payment of future services.

C. Motion For An Order: (i) Authorizing Debtor To: (A) Maintain Existing Bank Accounts, Business Forms, And Cash Management Procedures; (B) Pay Pre-Petition Sales, Use And Other Trust Fund Taxes; (C) Honor Certain Pre-Petition Obligations To Customers, And (ii) Directing Credit Card Processor To Honor Pre-Petition Agreement Pending Assumption Or Rejection (the "Business Management Motion")

21. The Debtor's existing business management procedures are essential to the orderly operation of the Debtor's business.

22. The Debtor seeks a waiver of the requirement that new bank accounts replacing all of their existing bank accounts (the "Bank Accounts") be opened as of the Petition Date. I believe that this requirement would unnecessarily disrupt the Debtor's business and impair its efforts to preserve the value of the Debtor's estate and reorganize successfully. I believe that only if the Bank Accounts are continued in their current form can the transition through chapter 11 be efficient and cost-effective. A chart setting forth the existing Bank

Accounts is attached as Exhibit A to the Business Management Motion. The Debtor requests that the Bank Accounts be maintained in the ordinary course of business, provided that no prepetition checks, drafts, wire transfers, or other forms of tender that have not yet cleared the relevant drawee bank as of the Petition Date will be honored unless authorized by separate order of this Court, and I believe that to be a reasonable request under the circumstances.¹

23. The Debtor seeks a waiver of the requirement that it open a new set of books and records as of the Petition Date. I believe that opening a new set of books and records would create unnecessary administrative burdens, causing unnecessary expense and utilization of resources. Additionally, the Debtor, in the ordinary course of its business, uses many checks, invoices, stationary and other business forms. In order to continue its business operations in an orderly fashion, the Debtor needs to be permitted to use its existing business forms without alteration or change. A substantial amount of time and expense would be required in order to print new checks and other business forms. Although it is possible to change these forms, I believe that this would create confusion and delay among its employees and third parties.

24. In the ordinary course of its business, the Debtor is required to collect trust fund taxes and items (the "Trust Fund Taxes") from their employees, customers and other third parties and to hold them for a period of time before remitting them to the appropriate taxing authorities (the "Taxing Authorities"). For example, the Debtor is required to collect sales and use taxes from customers for remittance to the appropriate state or local Taxing Authority. In addition, the Debtor withholds certain taxes (such as income, FICA, or Medicare taxes) from its employees' paychecks and pays certain taxes as a result of such wages (such as the employer

¹ Contemporaneously herewith, the Debtor filed a motion seeking authority to make certain prepetition payments.

portion of FICA), which are then periodically remitted to the appropriate federal, state or local Taxing Authorities. Generally, these Trust Fund Taxes are paid in arrears.

25. Although all of the Taxing Authorities were paid before the Petition Date, some checks may not have been presented or cleared as of the filing date. The Debtor understands that the Trust Fund Taxes that have been collected or withheld by the Debtor are held in trust for the benefit of those third parties to whom the payment is owed or on behalf of whom such payment is being made.

26. By the Business Management Motion, the Debtor seeks the entry of an Order pursuant to sections 105 and 363 of the Bankruptcy Code authorizing the Debtor to honor certain pre-petition customer obligations and policies (the "Consumer Practices") including (i) merchandise return, refund and exchange policies; and (ii) gift certificate programs. For the reasons set forth herein, I believe that honoring each of these programs is necessary to maintain customer goodwill and loyalty and to minimize the negative impact of the bankruptcy filing on the Debtor's customer base.

27. The Debtor has maintained certain return, refund and exchange policies designed to accommodate its customers' needs, including, but not limited to, the issuance of cash and store credits with respect to purchases made by cash or personal check and credit balance refunds with respect to purchases made by credit cards (collectively, the "Return and Exchange Policies"). These policies provide the Debtor's customers with comfort that, if merchandise purchased is not to the recipient's liking or its damaged or defective, such merchandise can be returned for cash (or cash equivalent) or credit. Currently, the time period for customers to take advantage of the Return and Exchange Policies is indefinite. The Debtor seeks authorization to

maintain its Return and Exchange Policies with respect to merchandise purchased and credits issued since the Closing.

28. As a further accommodation to its customers, the Debtor maintains a program by which customers can purchase gift certificates that can be redeemed for merchandise or services at a later date (the "Gift Certificate Program"). A gift certificate is redeemable for merchandise and services if it is used within two years of the date upon which it was issued, at which point the gift certificate would expire by its own terms. The Debtor seeks authorization to maintain the Gift Certificate Program as it relates to honoring all gift certificates purchased since the Closing.

29. I believe that maintaining the Consumer Practices is critical to the future of the Debtor's business. The success and viability of the Debtor's business and its ability to reorganize are dependent upon, among other things, the loyalty of its customers. The Consumer Practices are an integral and fundamental part of the manner in which the Debtor operates its business. The relief sought is required because any delay in honoring the Consumer Practices could severely and irreparably impair the Debtor's customer relations at a time when customer loyalty and patronage is extremely critical.

30. Finally, the Debtor maintains an agreement with B.C. Processing ("B.C.") pursuant to which the Debtor engages B.C. as its agent for the purpose of providing credit card processing services. The Debtor is not in default under the B.C. processing agreement.

31. Debtor has credit card transactions with customers on a daily basis. Consequently, the success of the Debtor's reorganization efforts depend partly on the Debtor's ability to continue to have its credit card transactions processed by B.C.

D. Motion For An Order Authorizing The Debtor To Pay Pre-Petition Wages, Compensation, Employee Benefits, And Reimbursable Business Expenses Pursuant to 11 U.S.C. § 507(a) (the “Employee Motion”)

32. As of the Petition Date, the Debtor employed approximately 20 people (collectively, the “Employees”). In order to maintain operations and to thereby preserve the value of the Debtor’s estate, it is essential that the Debtor retain the uninterrupted service of these Employees.

33. As of the Petition Date, most of the Debtor’s Employees were owed or had accrued various sums for wages, salaries, tips and gratuities, bonuses, vacation time, business expenses and other accrued compensation and benefits (collectively, “Employee Compensation”). In addition, as of the Petition Date, the Debtor had accrued deductions from Employee’s paychecks to make payments on behalf of Employees for taxes and medical and life insurance programs to a third party (collectively, “Deductions”). The Debtor also remains obligated to pay federal, state and local withholding taxes due on prepetition employee wages and salaries.

34. Employee Compensation and Deductions were due and owing as of the Petition Date because, among other things:

- (a) Many payroll and expense reimbursement checks issued to Employees prior to the Petition Date had not yet been presented for payment or had not yet cleared the bank and, accordingly, had not been honored and paid as of the Petition Date;
- (b) Employees had not yet been paid certain of their wages, salaries, tips and gratuities, and contractual compensation for services previously rendered to the Debtor or had not yet been reimbursed for business expenses previously advanced on behalf of the Debtor; and

- (c) Certain other forms of Employee compensation related to prepetition services, such as vacation pay, bonuses and withholdings for benefit plan contributions, had been accrued prior to the Petition Date but were not yet payable under their terms. For example, most Employees had accrued vacation pay that they had not yet used.

35. The Debtor seeks authority to pay all Employee Compensation and Deductions that remained unpaid as of the Petition Date. The Debtor estimates that, as of November 20, 2009, they owed approximately \$18,900.00 in prepetition Employee Compensation and Deductions to their 29 Employees.

36. On Friday, November 20, 2009, all of the Employees were paid wages, salaries, tips and gratuities, and business-related expenses for services provided through Saturday, November 14, 2009. The Employees have not yet been paid for wages, salaries, tips and gratuities, and business-related expenses that accrued from Sunday, November 15, 2009, through the Petition Date. The Debtor seeks authority to pay all Employee Compensation and Deductions that were payable as of the Petition Date but remain unpaid. This includes certain tips and gratuities that were collected and pooled by the Debtor for distribution to the Employees.

37. The Debtor also maintains medical and life insurance policies (collectively, the "Benefits"). The Debtor funds or subsidizes some of the Benefits, which are an integral and important part of each Employee's total compensation package. Interruption of the Benefits by the Debtor's bankruptcy filing would create a hardship for affected Employees, adversely affect the morale of the Employees and undermine the Debtor's efforts to retain Employees, and undermine the Debtor's efforts to reorganize its business and maximize value for the estate.

38. The Debtor seeks authority to pay the prepetition amounts attributable to such Benefits as and when such amounts come due in the ordinary course of business. The prepetition Benefits that the Debtor seeks authority to pay include those arising under the benefit programs under which the Debtor, Employees, or both contribute to the payment of premiums for insurance coverage and administrative costs. The Debtor estimates that the total of such Benefits that were accrued, but unpaid, as of the Petition Date is less than \$2,000.00.

39. The Debtor's vacation policies apply to all qualifying regular full-time Employees. The Debtor also grants regular, full-time Employees sick time. Sick time cannot be accumulated from year to year and cannot be used as additional vacation. Employees are not compensated for unused sick time.

40. The Debtor is requesting authority to permit Employees to use, in the ordinary course, the scheduled vacation time and sick time that such Employee accrued and did not use prior to the Petition Date, to the extent that such Employee does not terminate their employment with the Debtor. In addition, the Debtor requests authority to continue to pay out accrued vacation time at termination, in accordance with their prepetition policies.

41. The Debtor further requests that all applicable banks and other financial institutions be authorized and directed to receive, process, honor and pay any and all checks drawn on the Debtor's accounts related to Employee Compensation, Deductions and Benefits, whether presented prior to or after the Petition Date, upon the receipt by each such bank and institution. Provided only that sufficient funds are on deposit in the applicable accounts to cover such payments. In addition, the Debtor requests that it be permitted, but not directed, to pay all

costs incidental to Employee Compensation, Deductions and Benefits, to the extent described herein, and all costs incidental thereto, as such accounts become due.

42. The average cash payment per Employee of prepetition Employee Compensation, Deductions and Benefits is less than the \$10,950 limit for priority claims under section 507 of the Bankruptcy Code. If any amount accrued and owed to an Employee exceeds the sum of \$10,950 allowable as a priority claim under section 507 of the Bankruptcy Code, the Debtor intends that the excess amount will be a General Unsecured Claim under the Plan.

43. I believe that the requested relief will enable the Debtor to maintain its current business operations without interruption, thereby preserving the value of the business, and, at the same time, maintain Employee morale. Without the relief requested, the Debtor's ability to preserve the assets of the estate for the benefit of all creditors will be dramatically impaired.

E. Motion Of Ballamor Golf Holdings, Inc. For An Order Pursuant to 11 U.S.C. §§ 105(a), 501, 502, and 1111(a) and Rules 2002(a)(7), 3003(c)(3), and 5005(a) of the Federal Rules of Bankruptcy Procedure (i) Establishing Bar Dates For All Creditors to File Proofs of Claim and (ii) Approving Form and Manner of Notice Thereof (the "Bar Date Motion")

F. Motion For An Order Excusing Debtor From Compliance With District of New Jersey Local Bankruptcy Rules 3016-1 and 3016-2 Pursuant to 11 U.S.C. § 105 (the "Waiver Motion")

44. In order to maximize its chance of a successful reorganization, it is important to the Debtor that it be able to confirm a plan of reorganization and exit bankruptcy as much in advance of March 1, 2010, the start of the next golf Season, as possible. As a result, the

Debtor has prepared a Plan and Disclosure Statement and, on the Petition Date, it filed the Waiver Motion seeking a waiver of District of New Jersey Local Rules of Bankruptcy Procedure 3016-1 and 3016-2, to the extent such local rules require review of claims prior to filing of a plan or disclosure statement, so that the Plan and Disclosure Statement can be filed in advance of the claims bar date.

45. Because of the pressing need to have a confirmed plan, the Debtor seeks an order from this Court:

- (a) establishing December 31, 2009 (the "General Bar Date") as the deadline for all persons and entities holding or wishing to assert a claim against the Debtor;
- (b) establishing the later of the General Bar Date or 30 days after a claimant is served with notice that the Debtor has amended its schedules of assets and liabilities (the "Schedules") reducing, deleting, or changing the status of a scheduled claim of such claimant as the bar date for filing a proof of claim in respect of such amended scheduled claim (the "Amended Schedule Bar Date");
- (c) establishing the later of the General Bar Date or 10 days after the entry of any order authorizing the rejection of an executory contract or unexpired lease as the bar date by which a proof of claim relating to the Debtor's rejection of such contract or lease must be filed (the "Rejection Bar Date"); and
- (d) establishing May 20, 2010 (the "Governmental Unit Claims Bar Date") as the deadline for all governmental units, as defined in section 101(27) of the Bankruptcy Code, to file a proof of claim in these cases.

46. The Waiver Motion provides, among other things, that promptly following the General Bar Date, the Debtor will review all filed claims and, prior to mailing of the Disclosure Statement and solicitation of votes, the Debtor will amend the Disclosure Statement to state the number and amount of claims in each class to which the Debtor intends to object, in compliance with Local Rules 3016-1 and 3016-2.

47. In order to avoid delay in the plan confirmation process, it is important that the General Bar Date be a date which will occur as soon as possible, subject to the twenty (20) day minimum notice requirement of Federal Rule of Bankruptcy Procedure 2002(a)(7).

G. Motion of Debtor For Entry Of An Order Pursuant to 11 U.S.C. § 365 Authorizing The Debtor To Reject Membership Agreements (the “Membership Rejection Motion”)

48. Prior to the Petition Date, the Debtor exercised its right to terminate all memberships in the Club and all related agreements (each a “Membership Agreement”). In order to eliminate any question as to the status of members and/or Membership Agreements, to the extent, notwithstanding the above referenced prepetition termination, any Membership Agreement is deemed to remain executory, by the Membership Rejection Motion the Debtor seeks entry of an order pursuant to section 365 of the Bankruptcy Code authorizing the Debtor to reject such Membership Agreement.

49. Immediately prior to the prepetition termination of the Membership Agreements, the Debtor was party to 371 Membership Agreements. A complete listing of all Membership Agreements, reflecting the name of the applicable member, is attached to the Membership Rejection Motion as Exhibit "A." A true and accurate copy of a sample Membership Agreement is attached to the Membership Rejection Motion as Exhibit "B." The remaining Membership Agreements were substantially similar to Exhibit B.

50. To the extent any Membership Agreement remains executory notwithstanding the prepetition termination referenced above, such agreement imposes potentially burdensome obligations on the Debtor. Specifically, it has been argued by certain members that the Membership Agreements preclude the operation of the Club as a fully public,

daily fee golf course. While the Debtor disagrees with that position, it is critically important to the ability of the Debtor to operate profitably that there be no question concerning its right to operate as a fully public, daily fee golf course. As a result, it is the considered business judgment of the Debtor that all Membership Agreements should be rejected since the costs associated with any uncertainty concerning the Debtor's right to operate as a fully public, daily fee golf course far outweigh whatever benefit might exist in allowing any Membership Agreement to remain enforceable against the Debtor.

H. Motion For An Order Allowing Members To Continue Golf Play Privileges Through The End Of The Current 2009-2010 Golf Season Pursuant To 11 U.S.C. §§ 105 and 363 (the "Continued Play Motion")

51. Pre-petition, Debtor had three types of members: members who paid refundable deposits; members who paid non-refundable deposits; and associate members who did not pay any deposit (collectively, the "Members"). Pre-petition, the Debtor terminated the Members' memberships in Debtor.

52. Despite terminating the Members' memberships, Debtor wishes to allow active Members in good standing to use its golf facility through the end of the 2009-2010 golf season pursuant to the same terms and conditions such Members enjoyed pre-petition. Debtor believes that the good will generated by allowing such Members to play from November through February is a necessary part of its reorganization into a public golf course and will in fact preserve the estate's assets by fostering continued good will among individuals who may continue to play at Debtor's facility post-confirmation.

I. Application Of Ballamor Golf Holdings, Inc. For An Order Pursuant to Section 327 of the Bankruptcy Code And Bankruptcy Rule 2014 Authorizing The Retention Of Stevens & Lee, P.C. As Counsel To The Debtor Nunc Pro Tunc (the “Stevens & Lee Employment Application”)

53. The Debtor seeks authority in this Court to employ the law firm of Stevens & Lee, P.C. (“S&L”) as their counsel under a general retainer at S&L’s customary hourly rates and reimbursement policies. S&L has served as principal restructuring counsel to Debtor since August, 2009.

54. The Debtor requires S&L to render legal services relating to the day-to-day administration of these chapter 11 cases and the myriad issues that may arise out of the operation of the Debtor’s business, including, without limitation:

- (a) advising management concerning their fiduciary obligations to the estate, the creditors and the Bankruptcy Court;
- (b) assisting management regarding the administration of the Chapter 11 case, including prosecution of motions and adversary proceedings, defense of actions commenced against the Debtor, commencement and prosecution of objections to claims, representation in the claims reconciliation process and counseling regarding the preparation of schedules, statements and operating reports;
- (c) assisting in the formulation, negotiation and confirmation of a Chapter 11 plan of reorganization and related disclosure statement; and
- (d) rendering such other legal services as may be requested by management and as may be required in furtherance of the Chapter 11 case.

55. The Debtor has selected S&L to serve as their general bankruptcy counsel because of S&L’s expertise in the foregoing areas and because in assisting the Debtor with the preparation for filing the intended chapter 11 case, S&L attorneys have become familiar with the

complex factual and legal issues that will have to be addressed in this case. I believe that the retention of S&L, with its knowledge of and experience with the Debtor, and the industry in which they operate, will contribute to the efficient administration of the estate thereby minimizing the expense to the estate.

56. If Debtor was required to retain attorneys other than S&L in connection with its representation in this case, the Debtor, its estate, and all parties in interest would be unduly prejudiced by the time and expense necessarily attendant to such attorney's familiarization with the intricacies of the Debtor's business in general and various factual and legal issues that will have to be addressed in this case.

J. Application Of Ballamor Golf Holdings, Inc. For An Order Authorizing The Retention Of Tedesco, Guccio And Reuss As Special Counsel To The Debtor Nunc Pro Tunc (the "Tedesco Retention Application")

57. The Debtor seeks authority in this Court to employ the law firm of Tedesco, Guccio and Reuss ("Tedesco") as special counsel under a general retainer at Tedesco's customary hourly rates and reimbursement policies. Tedesco has served as principal corporate counsel to Debtor since Debtor's formation in April, 2009.

58. The Debtor requires Tedesco to render legal services relating to two specific legal issues that Tedesco has represented Debtor on since April, 2009:

- (a) assisting with general, non-reorganization, corporate work; and
- (b) assisting with any claims that may be filed by Members alleging claims under the Membership Agreements.

59. If Debtor was required to retain attorneys other than Tedesco in connection with the foregoing matters, the Debtor, its estate, and all parties in interest would be

unduly prejudiced by the time and expense necessarily attendant to such attorney's familiarization with the intricacies of the legal and factual issues intertwined in these three matters.

K. Application Of Ballamor Golf Holdings, Inc. For An Order Authorizing The Retention Of Rainer & Company As Accountant To The Debtor Nunc Pro Tunc (the "Rainer Retention Application")

60. The Debtor seeks authority in this Court to employ the accounting firm of Rainer & Company ("Rainer") as accountants to the Debtor under a general retainer at Rainer's customary hourly rates and reimbursement policies. Rainer has served as principal corporate counsel to Debtor since Debtor's formation in April, 2009.

61. The Debtor requires Rainer to render accounting services to Debtor for the following, non-exclusive matters:

- (a) advising management concerning strategies for improving financial performance and strategic options;
- (b) assisting regarding the administration of the Chapter 11 case, including the claims reconciliation process and counseling regarding the preparation of schedules, statements, operating reports, and financial statements;
- (c) assisting in the preparation of tax returns;
- (d) assisting in the formulation, negotiation and confirmation of a Chapter 11 plan of reorganization and related disclosure statement; and
- (e) Rendering such other accounting services as may be requested by management and as may be required in furtherance of the Chapter 11 case.

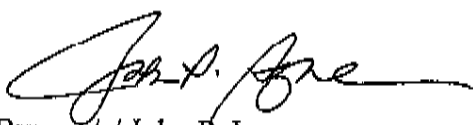
62. If Debtor was required to retain accountants other than Rainer in connection with the three foregoing matters, the Debtor, its estate, and all parties in interest

would be unduly prejudiced by the time and expense necessarily attendant to such accountant's familiarization with the intricacies of Debtor's business operations.

III. DEBTOR'S OBJECTIVES IN THIS CASE

63. The primary purposes of the filing of this chapter 11 case are to (a) prevent deterioration of the value of the Debtor's assets and to protect the going concern value of the business operated by Debtor while (b) the Debtor restructure's its business model and consummates the transactions contemplated by the Plan. In the interim, through the motions and applications described above, the Debtor hopes to minimize any adverse affects that this chapter 11 case might otherwise have on its business. For all of these reasons, I respectfully request that this Court grant the relief requested in each of the first-day applications and motions filed concurrently herewith.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief. Executed this 20th day of November, 2009, Williamstown, New Jersey.


By: /s/ John P. Igoe
John P. Igoe

Sworn to before me on
this ___ day of _____

Notary Public