

# REFERENDUM BALLOT, WAIVER AND PROXY

## In Support of the Directors' Actions to Determine Whether to Initiate Termination and Dissolution, OR Initiate the Billing of Appropriate Funds for Continued Operations of the Mariner's Pointe Interval Owner's Association, Inc.

Mariner's Pointe Resort, 109 Mariner's Pointe Drive, Crossville, TN 38555

**Notice to Mariner's Pointe Interval Owner's Association, Inc., members entitled to vote:** This ballot may be invalid unless it contains the designated member's account number and the signature of a Grantee named in the deed of ownership. A report of the results for Ballots received by April 18, 2016, shall be provided at the MPIOA Annual Meeting of the membership on April 23, 2016, at 1:00 P.M.

To vote, make a cross (X) in the square at the right of YES, if in favor of the question, OR make a cross (X) in the square at the right of NO, if opposed to the question.

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### REFERENDUM

to SUPPORT THE ACTION OF THE BOARD OF DIRECTORS TO BEGIN THE PROCESS TO TERMINATE and DISSOLVE the Mariner's Pointe Resort Interval Owner's Association, Inc.:

1. Should the Board of Directors of the Mariner's Pointe Interval Owner's Association, Inc. (MPIOA) begin the process to Terminate and Dissolve the MPIOA, Inc., and to cease operations at the Mariner's Pointe Resort, Crossville, TN 38555, in Cumberland County, Tennessee?\*

YES [ ]

NO [ ]

2. In the event a majority vote is cast for the Board of Directors to begin the process to terminate and dissolve the Mariner's Pointe Interval Owner's Association, Inc., do you prefer to participate with the Association during the termination process as a continuing active member maintaining a current balance on your account, with continuing responsibilities and obligations toward funding the expenses of the termination as necessary, in exchange for receiving a pro-rata share of the net proceeds of liquidation, if any, after all expenses and liabilities are satisfied?\*\*\*

YES [ ]

NO [ ]

3. Rather than participate with the Association during the termination process as a continuing active member, do you prefer to convey the ownership of your unit/week by deed to the Association, relinquishing all rights, responsibilities, obligations, and accumulating fees, as well as eliminating any existing balance on your account?\*\*\*

YES [ ]

NO [ ]

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\* **If the majority of the members vote to continue** the operation, the Directors will immediately review the current financials and be placed in a position to make an additional assessment of the owners to provide sufficient income to continue operations. The amount of that assessment is difficult to determine until the ballots are counted.

\*\* **It is not possible** for the Board of Directors **to determine with certainty** if any residuary (net proceeds from the sale after expenses) will be available should the Association be terminated and all the property sold. The most recent balance sheet of the Association is to be posted within the resort's website for your review. Currently there are 710 owners providing active support to the Association. It is unknown how many owners will decide to deed their unit back to the Association (effectively reducing the number of supporting participants) rather than remain an owner through the termination process. If your account is of current OR delinquent status, and you wish to deed your unit back, a deed will be forwarded to you immediately if you place a cross [X] in the 'YES' box for #3. **Once your deed** (and the accompanying Recording Fee of \$23.50) **is received by the Association, the account balance will be deleted and your obligations as a member will end. HOWEVER, if you wish to VOTE AND PARTICIPATE** in the termination process, **you DO NOT need to deed your unit back to the Association at this time.** To qualify for voting, and to participate in the process, simply **enclose payment** for the amount designated as your "Account Balance" under your Account number below, check the 'Payment Enclosed' box at the bottom of this page, and continue with your support of the MPIOA throughout the process.

\*\*\* **If you choose to terminate your interest with a deed back to the Association, you would be waiving your right to a portion of the net residuary, if any, upon dissolution.** At present, any amount of net proceeds, deficits, or expenses are undeterminable. To assist you in your analysis, the **Appraisal of the Association's Real Estate Assets was received in February, 2016**, and it reflects a fair market value (FMV) of **\$5,000,000**. All documents pertinent to value, expenses, and budgets will be posted within the Mariner's Pointe Resort website (Owner's Tab) as they become available. If you are unable to access the website and desire a printed copy of the financial documents, you may request from the Manager a copy of any of the documents (most recent financial statements, revised budget, etc.) as they become available for posting within the website. **If your account is current or delinquent**, and you answered 'YES' to question #3 above, a deed will be sent to you for your proper completion. When you return the deed timely accompanied by the \$23.50 Recording Fees, your obligations end.

(OVER, for Waiver, Proxy and signature required!)

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# WAIVER

**INDEMNITY WAIVER:** As a deeded member of the Association, I/we understand the MPIOA Board of Directors are voluntary, non-compensated, representatives as elected by the MPIOA membership at large, and therefore bear the responsibilities and accountabilities related to the weight of their authority toward making informed decisions on our behalf. Therefore, IN CONSIDERATION of the privileges and/or use of the value received as a member of the MPIOA, Inc., I hereby indemnify, release, waive, discharge, hold harmless and covenant not to sue the MPIOA, Inc., Universal Services Corporation, their Boards of Directors, Officers, Management, Management Firm, and staff from all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin, for any and all loss, risks, claims or demands, arising out of or related to the activity of this referendum and dissolution, the Association's Partition, Termination and Dissolution proceedings if so determined, whether caused by negligence, error, omission, or otherwise as arising out of or relates to the actions undertaken on behalf of the Association's membership. Further, I am aware the Tennessee Timeshare Code, the Declaration of Horizontal Property Regime, and our By-Laws are sufficient as interpreted by counsel and the courts to appropriately govern the activity undertaken, therefore I assume full responsibility for the decisions I have here documented as my preference, demonstrating to the Board my confidence in their actions as they respond to the wishes of the majority of the membership in their actions regarding this Referendum. I further recognize the currently limited information available at this time regarding expenses for this process, the undeterminable sale proceeds of the property, both the potential for or the lack of recovery, and acknowledge the risks involved with my decision(s). I have read this release and waiver of liability, assumption of risk and indemnity waiver agreement, fully understand its terms, understand I have relinquished certain significant rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee made to me, and intend my signature to be a complete and unconditional release of all liability to the greatest extent as allowed by law.

Member Name: \_\_\_\_\_ Member's Acct #: \_\_\_\_\_  
(PRINT Designated Voting Member's Name above, as signed below.)

Your 03/17/2016, Account Balance is: \$ \_\_\_\_\_

Signature: X \_\_\_\_\_ CCode: \_\_\_\_\_

**Note to Management: As an Owner with a Delinquent Account, I wish to Participate in the Termination and Dissolution Process, and my above Delinquent Account Balance Payment is Enclosed!** [ ]  
(Make a cross [X] in the box above if payment is enclosed to bring account current.)

# PROXY

**The MPIOA 2016 Annual Membership Meeting will be at the Pointe Center, Mariner's Pointe Resort on April 23, 2016, at 1:00 P.M.**

The undersigned voting member of the Mariner's Pointe Interval Owner's Association, Inc. hereby appoints Association [ ] Chairman, Henry Phillips, or [ ] President, Dave Burgess, or (Write-in->) \_\_\_\_\_ to vote my proxy as authorized agent to cast my ballot at the annual meeting on any issue requiring a Quorum.

### **DIRECTOR'S ELECTION:**

The election for members of the Board whose term will expire is suspended until after the results of the Referendum Ballots are counted and reported. If the vote is to Terminate and Dissolve the Association, there will be no election, and the existing Directors will continue to serve throughout the process to conclusion. If the vote is to continue operations, there will be a new election process to fill the expiring seats on the Board.

**This Ballot/Waiver/Proxy form is needed as soon as possible. Please complete the proxy to insure a quorum at the annual meeting. If you are unable to join us for the annual meeting on April 23rd, 2016, your PROXY may be necessary to have a QUORUM in order to hold a business meeting. If you CAN be at the meeting April 23rd, 2016, your proxy will serve as instructions regarding your vote, OR you may vote on any issue when present and it will supersede your Proxy, while qualifying you for the 'Proxy drawing' for a gift as given each meeting. You do not need to be present to win, however. A stamped, pre-addressed envelope is enclosed for your convenience in returning this Ballot/Waiver/Proxy form. It should be returned immediately, and in our possession not later than April 18, 2016.**

Print Your Name \_\_\_\_\_ Phone # \_\_\_\_\_

Unit Representative: Signature X \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

Email: \_\_\_\_\_ Additional Phone (Cell): \_\_\_\_\_

Updated contact information is critical for this process. If a process change or modification occurs which may affect our members, time is of the essence. To be **received before April 18, 2016**, please complete, **sign**, and **mail back to us AS SOON AS POSSIBLE** in the enclosed pre-paid, pre-addressed envelope.