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From: Michael Lissack [mailto:lissack@lissack.com]

Sent: Saturday, June 27, 2009 9:22 PM

To: Tim Boates; Joey Garon; Joey Garon; David Lucas; Michael Seabrook; Susan Watts

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Kara Kenney

Subject: Potential Criminal Behavior Concerning Mediterra Installment Payments

I have been asked to clarify my prior note on this topic.

It has come to my attention that BBG intends to serve a written demand upon certain members of the Club at Mediterra (and perhaps other clubs) that said members must pay to BBG (or a related entity) monies due under an installment contract pursuant to which these members obtained their membership in the Club.

I have been further informed that BBG will threaten these embers with the loss of their membership and with the loss of their access to Club facilities if said deposit is not paid to BBG pursuant to the demand.

The demand makes no allowance for the FACT that BBG has already stated that it will not honor the provisions of that same contract whereby the member has a right to have their money refunded within 30 days and makes no allowance for the FACT that the services promised under that contract are presently not being provided.

The demand further makes no allowance for prior promises extended by officers of BBG (Joey Garon in particular) that all such requirements for further installment payments will be held in abeyance until such time as the Club has adopted a viable refund policy.

Thus BBG is contemplating making a written demand for a significant amount of money for which no services or other item of value will be returned and will be making a threat that failure to pay will lead to a loss of services and status of value to the person being so threatened.

Extortion is a criminal offense which occurs when a person unlawfully obtains either money, property or services from a person, entity, or institution, through coercion. Exaction refers not only to extortion or the unlawful demanding and obtaining of something through force, but additionally, in its formal definition, means the infliction of something such as pain and suffering or making somebody endure something unpleasant. The actual obtainment of money or property is not required to commit the offense. Making a threat which refers to a requirement of a payment of money or property to halt future behavior is sufficient to commit the offense.

In the United States, extortion may also be committed as a federal crime across a computer system, phone, by mail or in using any instrument of "interstate commerce." Extortion requires that the individual sent the message "willingly" and "knowingly" as elements of the crime. The message only has to be sent (but does not have to reach the intended

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recipient) to commit the crime of extortion. Neither extortion nor blackmail require a threat of a criminal act, such as violence, merely a threat used to elicit actions, money, or property from the object of the extortion. Under federal law extortion can be committed with or without the use of force and with or without the use of a weapon.

I am at pains to see how BBG's contemplated demand for money (which has zero prospect of being returned by BBG) accompanied by a threat of nasty consequences should that money not be forthcoming does not at least approach the legal definition of extortion.

IF BBG were a viable ongoing concern that could ensure that monies paid for a "membership" would indeed produce the contracted for membership services and privileges, the demand for payment would be reasonable.

Given that BBG is basically insolvent, has cut services to the Clubs, and cannot produce the contracted for membership and is unable/unwilling to make any refund, I cannot understand how anyone could judge this demand as anything other than an attempt to "shake down" certain members for money.

To the BBG people addressed above -- please take note of what I am saying and refrain. This note puts you on notice re the requirements of "willingly" and "knowingly" contained in the appropriate criminal statutes.

The purpose of this note is to give you ample warning so that you might avoid engaging in behavior that could be considered criminal.

Please govern yourselves accordingly.

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