

UNITED STATES BANKRUPTCY COURT

PROOF OF CLAIM

Name of Debtor: *The Cliffs Club + Hospitality Group, Inc.
The Cliffs Golf + Country Club*

Case Number: *12-01220*

RECEIVED
APR 10 2012
BMC GROUP

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Edwin A. Lodgek

COURT USE ONLY

Name and address where notices should be sent:

*606 Bayfront
Surf City, N.J. 08008*

Check this box if this claim amends a previously filed claim.

Telephone number:

609-361-7231

email:

edlodgek@comcast.net

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above):

Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

Telephone number:

email:

1. Amount of Claim as of Date Case Filed: \$ *75,000.00*

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: (See instruction #2)

*Full Golf Membership Initiation Fee + Deposit - Keowee Springs
Membership Resigned Effective 3/31/2011 - 14th on Priority List*

3. Last four digits of any number by which creditor identifies debtor:

6338

3a. Debtor may have scheduled account as:

1356 / 2898
(See instruction #3a)

3b. Uniform Claim Identifier (optional):

(See instruction #3b)

4. Secured Claim (See instruction #4)

Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:

Basis for perfection: _____

Value of Property: \$ _____

Amount of Secured Claim: \$ _____

Annual Interest Rate _____ % Fixed or Variable (when case was filed)

Amount Unsecured: \$ _____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$11,725* earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. § 507 (a)(4).

Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).

Amount entitled to priority: \$ _____

Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)().

\$ _____



*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, I am a guarantor, surety, indorser, or other codebtor.
(Attach copy of power of attorney, if any.) or their authorized agent. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Edwin A. Lodgek
Title: _____
Company: _____
Address and telephone number (if different from notice address above): _____

Edwin A. Lodgek 4/4/2012
(Signature) (Date)

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.



Club Membership Addendum

THIS ADDENDUM is executed by and between The Cliffs Golf & Country Club, Inc. in behalf of The Cliffs Club (the "Club") and the below identified "Seller" (the "Seller") and below identified "Purchaser" (the "Purchaser") of the below identified single-family property (the "Property") in the Cliffs community also identified below (the "Community"), and is an amendment of and addition to that certain Real Estate Sale and Purchase Agreement (the "Agreement") between the Seller and Purchaser.

Purchaser: <u>Ed Lodgek</u> <u>Jane Lodgek</u>	Community: <u>Cliffs at Keowee Springs</u> Section: <u>Phase 2</u> Property #: <u>49</u>
Agreement Date: _____	
Property List Price \$ <u>758,750.00</u>	
Discount for Membership (\$ <u>35,000.00</u>)	
Discounted Purchase Price	\$ <u>723,750.00</u>

<input checked="" type="checkbox"/> Family Membership Privileges, Initiation Deposit. If checked, Purchaser will pay at Closing the amount of the discount given for Cliffs Family Membership privileges, \$35,000.00 deposit on the line to the right.	\$ <u>35,000.00</u>
<input checked="" type="checkbox"/> Golf Membership, Initiation Deposit Add-on. If checked, Purchaser wishes to upgrade immediately to a Cliffs Golf Membership by paying at the Closing the add-on deposit of \$40,000.00 on the line to the right.	\$ <u>40,000.00</u>
Total Membership Deposit To Be Paid at Closing:	\$ <u>75,000.00</u>

1. **Purchase Price Discounted for Membership.** The Club and Seller have, by special arrangements, agreed that if Purchaser wishes to acquire a membership, Seller will discount the price of the Property by \$35,000. Purchaser wishes to receive the discount and acquire a membership, electing a membership as below provided for either a Cliffs Golf Membership, or a Cliffs Family Membership, and agreeing to pay to the Club at the closing with Seller the required membership deposit. See the membership check boxes below and Paragraph 2 regarding membership privileges in the Clubs' facilities. In the event Purchaser fails to enter into this Club Membership Addendum, thereby declining to acquire a membership, no purchase price discount will be given in the sales transaction between Purchaser and Seller.

(a) **5-Year Vesting in Full Refundability.** The Club's Membership Plan provides that upon resignation from the Club, a resigned member is normally entitled to receive 100% of the initiation deposit paid to the Club. However, because Seller is agreeing to discount the price of the Property, then the \$35,000 discount that Purchaser will apply to the membership shall only be refunded to the Purchaser-member upon a resignation occurring more than five (5) years following the Property closing with Seller, or upon Purchaser closing a resale of the Property being purchased from Seller, if that happens to occur before full vesting. Because Purchaser must resign the membership upon a resale closing of the Property, such resignation shall result in Purchaser-member receiving a refund of the entire initiation deposit Purchaser will be paying at the Property Closing. Any initiation

deposit paid by Purchaser in excess of the \$35,000 discount so applied to the Property, for instance if Purchaser elects to acquire a Cliffs Golf Membership and pay the additional amount due therefor, will be fully refunded as provided in the Club's Membership Plan and without regard to any vesting period.



Box #1. PURCHASER ELECTS TO ACQUIRE A CLIFFS GOLF MEMBERSHIP. THE DEPOSIT FOR A CLIFFS GOLF MEMBERSHIP IS \$75,000.00. By checking this box and initialing below, Purchaser acknowledges that Purchaser has read Paragraph 2 below. Purchaser hereby understands that a Cliffs Golf Membership will not be issued and activated until the Club has received from the Purchaser the required deposit for the membership. \$35,000 of the deposit will be made at the Property closing as a result of Purchaser receiving a discount from Seller against the price of the Property in an equal amount. The remaining \$40,000 due for a Cliffs Golf Membership represents Purchaser's election to receive an upgrade to Golf Membership from Family Membership, which Purchaser must acquire to receive the discount off the Property's price. The Purchaser must deliver the total \$75,000 membership deposit and complete the Club's required forms for a Cliffs Golf Membership not later than the Purchaser's Property closing with Seller. If the Club does not receive such funding on or before the closing, the Purchaser will not receive the \$35,000 discount from Seller at the Property closing, and will pay as the Purchase Price for the Property the full Property List Price set forth above, and Purchaser will have no guarantee that a Cliffs Golf Membership will be available to Purchaser in the future. Pursuant to the membership Plan, the Purchaser may acquire a Golf Membership within 30 days of the property's Closing for the full amount of the deposit, but if Purchaser elects to do so, Purchaser will have forgone the Seller's discount at the Property's closing. Purchaser should remember that when Purchaser goes to sell the Property, the resale Purchaser is only guaranteed the ability to get a Cliffs Golf Membership if the Purchaser has one to resign back to the Club (and receive a refund of the initiation deposit) so the Club can immediately re-issue it to Purchaser's resale buyer at the resale closing (subject to Purchaser's resale buyer completing an application and paying the required membership deposit at the resale closing).


For Purchaser



Box #2. PURCHASER ELECTS TO RECEIVE A CLIFFS FAMILY MEMBERSHIP. THE DEPOSIT FOR A CLIFFS FAMILY MEMBERSHIP IS \$35,000. By checking this box and initialing below, Purchaser acknowledges that Purchaser has read Paragraph 2 below. Purchaser hereby understands that a Cliffs Family Membership will not be issued and activated until the Club has received from the Purchaser the required deposit for the membership. The \$35,000 deposit will be made at the Property closing as a result of Purchaser receiving a discount from Seller against the price of the Property in an equal amount. The Purchaser must deliver the total \$35,000 membership deposit and complete the Club's required forms for a Cliffs Family Membership not later than the Purchaser's Property closing with Seller. If the Club does not receive such funding on or before the closing, the Purchaser will not receive the \$35,000 discount from Seller at the Property closing, and will pay as the Purchase Price for the Property the full Property List Price set forth above, and Purchaser will have no guarantee that a Cliffs Family Membership will be available to Purchaser in the future. Purchaser further understands that a Cliffs Family Membership is subject to availability and that there is no guarantee that a Cliffs Family Membership will be available if Purchaser delays membership acquisition and later wishes to acquire a membership.

For Purchaser

2. **The Golf & Country Club.** Purchaser hereby acknowledges the plan of development for the Cliffs Community above identified includes, or may include, the operation of a commercial, private golf and country club facility within or in proximity to the boundaries of the Community. Purchaser further acknowledges that the Club's recreational facilities are owned by a related third party and operated by or in concert with its affiliate, The Cliffs Golf & Country Club, Inc., a commercial business, and not as a non-profit enterprise, that Purchaser will have a license to use the facilities as hereinafter described if Purchaser acquires a membership to do so, and that neither Purchaser nor any property owners' association of which Purchaser may be a member has or will receive any ownership interest in the Club's facilities by virtue of Purchaser's acquisition of the Property or membership in any such property owners' association. The Club may, but will not be required to, add additional recreational facilities in the future. The Club operates and offers membership opportunities pursuant to a published Membership Plan, which the Club may supplement, amend, delete and change in its

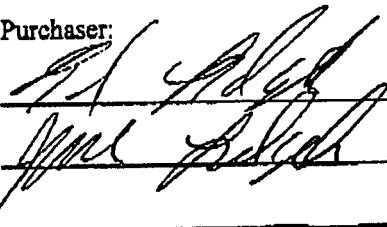
sole discretion at any time. If Purchaser wishes to become a member, Purchaser should take the time to read the Membership Plan prior to acquiring a membership.

(a) **Golf Membership.** The ability to acquire permanent golf privileges is reserved to those who elect to acquire a Cliffs Golf Membership. Acquisition of a Cliffs Golf Membership is subject to availability at the time. Purchaser may wish to acquire one, but Purchaser is guaranteed the availability of a Cliffs Golf Membership if the Purchaser's application and the add-on membership deposit of \$40,000 are received within thirty (30) days following the Property Closing. If the Purchaser wants its resale buyer of the Property in a resale transaction to be guaranteed the ability to acquire a Cliffs Golf Membership, following the Purchaser's membership resignation and the Club's re-issuance of the resigned membership to its resale buyer at the resale closing pursuant to the requirements of the Club's Membership Plan, the Purchaser must acquire the Cliffs Golf Membership. Please note however, because Purchaser is receiving a discount off the list price of the Property, which must be applied toward the membership initiation deposit, Purchaser must acquire the Cliffs Golf Membership on or before the Property closing and may not wait the 30 days otherwise applicable. A total of \$75,000 (\$35,000 from the Property discount and \$40,000 to upgrade to Cliffs Golf Membership) is due on or before the Property Closing. A Golf Membership is subject to availability at all times as determined by the Club. Purchaser has elected to receive a Cliffs Golf Membership by checking Box #1 on page 2, then upon Purchase making application and funding the required deposit on or before the Closing, Purchaser will be issued a Cliffs Golf Membership in the Club. Purchaser's monthly membership dues will commence with the issuance of the membership, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time.

(b) **Cliffs Family Membership.** If Purchaser has elected to receive a Cliffs Family Membership by checking Box #2 on page 2 of this Addendum, then upon making application and funding the required deposit at the Purchaser's Property closing with Seller, Purchaser will be issued a Cliffs Family Membership in the Club. Monthly membership dues will commence with the issuance of the membership to Purchaser, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time.

(c) **Club's Membership Plan.** The governing documents of the Club require that upon resale of the Property, all of Purchaser's membership privileges in the Club must be resigned. When Purchaser sells the Property, and so long as Purchaser is a Club member in good standing, Purchaser will be entitled to a refund equal to one hundred percent (100%) of the initiation deposit made for membership in the Club. In addition, if the resale buyer of Purchaser's Property wishes a membership, he or she will have to acquire a membership directly from the Club at the then prevailing rates for the membership desired, and subject to availability and the rules and regulations of the Club. The membership deposit that Purchaser's resale buyer makes for the issuance of a membership may be more or less than the deposit Purchaser made. As previously indicated, a Cliffs Golf Membership is not guaranteed to be available to Purchaser's resale buyer if Purchaser does not acquire one at Purchaser's property closing pursuant to subparagraph (a) above.

3. **Effective Date.** This Addendum shall become effective the last date executed by a party to be bound hereby, and is subject to all other terms and conditions of the Agreement.

Purchaser:


4 9 2005
Month Day Year

Seller:

The Cliffs at Keowee Springs, LLC
By: Marty Retch
Its: TREASURER
04 18 05
Month Day Year

For The Cliffs Club:

The Cliffs Golf & Country Club, Inc.
By: Marty Retch
Its: TREASURER
04 18 05
Month Day Year

THE CLIFFS COMMUNITIES REAL ESTATE SALE AND PURCHASE AGREEMENT

THIS REAL ESTATE SALE AND PURCHASE AGREEMENT (the "Agreement") made by and between the below named seller (the "Seller") identified on the Seller's signature page below (the "Seller"), whose mailing address is as set forth on page 6, and the below-named purchaser (the "Purchaser") identified on the Purchaser's signature page below.

Part I. Identifications

A. **The Lot and What is Included in Price.** The property to be purchased (the "Lot") is located in Section Phase 2, Lot 49, Cliffs at Keowee Springs.

The Lot is listed for sale for \$ 758,750.00

The purchase of the Lot does not include a membership in the Golf and Country Club (the "Club"), which is reserved solely to its members in accordance with the use rights conferred by the Club Membership Plan for the categories and classifications of membership offered. Seller does not operate the Club. The Club is operated by The Cliffs Golf & Country Club, Inc. Seller will, however, discount the list price of the Lot by \$35,000. Purchaser agrees to acquire a membership, and Purchaser will pay that amount at Closing toward a membership.

Check one of the following:

If checked and initialed, Purchaser wishes to acquire a membership in the Club, either a Cliffs Family Membership or a Cliffs Golf Membership, and wishes to receive a \$35,000 discount and apply it toward the required membership deposit, and has attached hereto a signed Club Membership Addendum. While Purchaser is guaranteed the availability of a golf membership under the Membership Plan only if Purchaser acquires one within 30 days following Purchaser's Closing, Purchaser will receive the discount only if the membership is acquired at the Closing. If this paragraph is checked and initialed, the Purchase Price in Paragraph B below is net of the discount.

If checked and initialed, Purchaser does not wish to acquire a membership in the Club at this time. Purchaser understands that membership is subject to availability at the time Purchaser may wish to acquire one, and is not guaranteed. Purchaser will NOT receive any discount off the listed Purchase Price because Purchaser elects not to receive a membership.

B. **Payment of Purchase Price.** The "Purchase Price" is calculated and payable as follows:

Total Purchase Price: \$ 723,750.00

(i) **Discount Applied to Membership Deposit.** If checked and initialed, Purchaser has checked the first box in A above and wishes to acquire Full Family Membership privileges, paying at the Closing \$35,000. \$ 35,000.00

(ii) **Golf Membership, Initiation Deposit Add-on.** If checked and initialed, Purchaser has checked the first box in A above and wishes to upgrade to a Golf Membership by paying at the Closing an additional sum of \$40,000. \$ 40,000.00

(iii) **SUB-TOTAL, Purchase Price of Lot plus Membership Deposit Due at Closing** \$ 798,750.00

(iv) **Initial Earnest Money Deposit.** An Earnest Money Deposit paid to Escrow Agent herewith \$ 5,000.00

(v) **Additional Deposit Due.** An additional Earnest Money Deposit due Escrow Agent within 0 days of the Effective Date hereof. \$ 0.00

(vi) **Balance at Closing.** The balance required at Closing in cash or certified funds (not including all of Purchaser's closing costs, prepaids, and escrow deposits) \$ 793,750.00

J.S.
J.S.
(Initial)

J.S.
(Initial)

J.S.
J.S.
(Initial)

J.S.
J.S.
(Initial)

Additional Documents Received By Purchaser. Pursuant to Section 9.6, the Purchaser acknowledges having received and reviewed prior to the execution of this Agreement the following (if none, leave blank):

- HUD Property Report
- CCR & Design Guidelines
- Finance Addendum
- _____

PURCHASER'S INITIAL HERE TO EVIDENCE HAVING RECEIVED THE DOCUMENTS LISTED ABOVE

[Signature]
For Purchaser

YOU HAVE THE OPTION TO CANCEL YOUR CONTRACT OR AGREEMENT OF SALE BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE SEVENTH DAY AFTER YOU HAVE RECEIVED A FULLY SIGNED COPY OF THE CONTRACT OR AGREEMENT.

IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICE OF INTERSTATE LAND SALES REGISTRATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE OF YOUR SIGNING THE CONTRACT OR AGREEMENT, THE CONTRACT OR AGREEMENT OF SALE MAY BE CANCELLED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING.

IN WITNESS WHEREOF, Purchaser and the Seller have each caused this instrument to be executed on the day and year set forth below their respective names.

WITNESS:

Purchaser:

[Signature]
(Signature)

[Signature]
(Signature)

4 Month 9 Day 2005 Year

The "Closing Date" is: 6-1-05

Print or Type:

Name: Ed Lodgek

Name: Jane Lodgek

Address: 43 Mirador
Irvine, CA 92612

Telephone (Work): (714) 669-5526

Telephone (Home): (714) 552-1720

FAX Number: (714) 508-7864

E-mail Address: elodgek@cox.net

Name in Which to Title Property. Ed & Jane Lodgek
(Insert the name or names to which Purchaser wishes title to the Lot to be deeded)

Name of Real Estate Agent(s): Jay Scott
(Insert the name or names of both the Cliffs Real Estate agent representing Seller and any outside agent representing Purchaser)

(BALANCE OF PAGE PURPOSELY BLANK)

Seller:

The Cliffs at Keowee Springs, LLC

By:

Marty Ritsch

Its:

TREASURER

04 18 05
Month Day Year

Property: Section: Phase 2, Lot 49

Lot Purchase
Price: \$ 723,750.00
Membership: \$ 75,000.00
Total: \$ 798,750.00

(BALANCE OF PAGE PURPOSELY BLANK)

XFINITY Connect

edlodgek@comcast.net

+ Font Size -

RE: membership resignation

From : Ashley Blevins <ablevins@cliffscommunities.com>
Subject : RE: membership resignation
To : 'edlodgek@comcast.net' <edlodgek@comcast.net>

Mon, Aug 22, 2011 11:40 AM

Mr. Lodgek,

You are right and my apologies for the error. I will get a new letter in the mail today. Please disregard the previous one dated 8/16/2011. You were placed on the waiting list based on your resignation date of March 31, 2011. Your 14th position in line is correct.

Thank you for bringing the error in the letter to my attention.

Kind Regards,
Ashley

-----Original Message-----

From: edlodgek@comcast.net [mailto:edlodgek@comcast.net]
Sent: Monday, August 22, 2011 11:34 AM
To: Ashley Blevins
Subject: Re: membership resignation

Ashley,

Thank you for assisting with the resignation notice signed by Nate Weyand(8/16/2011). However it does contain at least one error which requires a corrected letter. The Weyand letter states the resignation requires a 12 month notification. The 12 month notification policy went into effect on 5/25/2011 and as you previously documented my resignation was effective 3/31/2011. Therefore the 12 month notification for my resignation does not apply and the confirmation letter from Nate Weyand needs to be corrected to reflect this and forwarded to me.

Please also again check my position on the priority wait list which you previously stated as 14th. I am suspect that as my resignation notice was not timely acknowledged and the language in the Nate Weyand confirmation letter refers to a policy put in effect well after my resignation that my position should be prior to 14th on the list.

Thank you,
Ed Lodgek



The Cliffs Club & Hospitality Group, Inc.

August 22, 2011

Mr. Ed Lodgek
606 Bayfront
Surf City, NJ 08008

Dear Mr. Lodgek,

It is with regret we write at this time to confirm acknowledgment of your **Cliffs at Keowee Springs Golf Membership** resignation in conjunction with Section 2, Lot 49 with The Cliffs at Springs Golf and Country Club. Your resignation from the Club is effective upon receipt of your written resignation notice and membership privileges will cease effective March 31, 2011.

The refund of initiation deposit will be processed in accordance with the refund policies and procedures as outlined in the Master Membership Plan. If you need a copy of this document, please let us know. In summary, the refund policy is as follows:

- Your Keowee Springs Golf Membership refund of \$75,000 is placed in a priority waiting list based on the classification and location of your membership. The Master Membership Plan, Section 11.2, outlines that a voluntary resignation will be refunded consistent with the Cliffs Clubs processing of accounts payable, and will be process only on the basis of one (1) refund for every five (5) memberships issued by the Club from its previously unissued memberships within the same classification as the resigned membership.

It is important to mention that the Master Membership Plan does not provide for this resigned membership to be reactivated in the future. Specifically, Section 20 (I) states, "A Member that voluntarily resigns his/her membership may not reactivate the resigned membership in order to have the membership available to the resale purchaser of the resigned Member's property." Please consider this section of the Plan as it may impact you going forward.

I wish you the best in your future endeavors. If you have any questions regarding the procedures as outlined above or the restriction on availability of a Golf Membership for your resale buyer, please call the Membership Office at 864-660-1160.

Kind regards,

Nate Weyand
Membership Director

**THE CLIFFS AT KEOWEE FALLS SOUTH GOLF & COUNTRY CLUB
MEMBERSHIP AGREEMENT**

I have received and reviewed official club documents, specifically The Cliffs at Keowee Falls South Golf and Country Club constitution and by-laws, rules and regulations, outlining the Keowee Falls South Membership Program. I agree to participate and become enrolled as a member of The Cliffs at Keowee Falls South Golf and Country Club, which is managed and operated by The Cliffs Golf and Country Club, Inc. and agree to pay the applicable membership fees in the amount(s) indicated below:

<u>Membership Classification</u>	<u>Membership Fees</u>
<u> </u> Keowee Falls South Family	\$ <u> </u>
X Keowee Falls South Golf	\$75,000.00

My rights and privileges as a member shall be governed by the plan documents and the club's by-laws, rules and regulations. Membership in the club does not convey any ownership, stock or equity certificate or other rights of ownership. As a member, I cannot be assessed as a matter of contract with the Club, and I assume no liability whatsoever in connection with the membership other than the payment of an applicable membership fee, dues and charges incurred by myself, my family and guests.

The Club reserves the right to set membership classification limitations. The Club has the plenary power to modify classes of memberships, their definitions, privileges, requirements and availability.

I shall be bound by the terms and conditions of the plan documents, as they may be amended from time to time in accordance with their terms and this membership purchase agreement.

I agree to pay the dues, fees and charges applicable to my membership classification(s) set forth by the club ownership, as it may be amended from time to time.

I hereby agree to release and discharge the Club, its ownership, affiliates, employees and agents from any and all claims and causes of actions that I may have against any of them regarding the Club membership program and facilities, except claims and causes of action arising from misrepresentations or omissions in the club documents.

9.9.05

Date
Mimsy DeMars
Manager, Membership Services
The Cliffs at Keowee Falls South Golf & Country Club

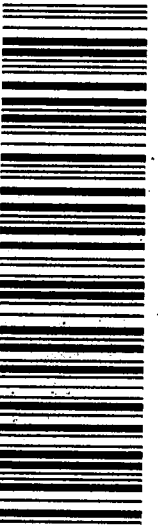
9/30/05

Date
Ed Lodgek
Member Signature
JANE LODGEK
Member Signature

From:

Erl LaBock
606 Baytown
Swet City, N.J. 08808

United States Postal Service®
DELIVERY CONFIRMATION™



0306 1070 0001 9816 2587

Ready,

SFD

RECEIVED

APR 10 2012

BMC GROUP

To: BMC Group, Inc.

Attn The Clites Club + Hospitality

Group, Inc. et al. Clites Pressing

P.O. Box 3020

Chanhassen, Mn. 55317-3020



1000

55317

U.S. POSTAGE
PAID
BEACH HAVEN, NJ
APR 05 12
AMOUNT

\$3.14
00035622-02