

## UNITED STATES BANKRUPTCY COURT

District of South Carolina

## PROOF OF CLAIM

Name of Debtor:  
The Cliff's Club & Hospitality Group, Inc.Case Number:  
12-01220

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):  
Schindler Elevator Corporation☐ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

1530 Timberwolf Drive  
Holland, OH 43528Telephone number:  
(419) 867-5228Court Claim Number:  
(If known)

Filed on:

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

Telephone number:

1. Amount of Claim as of Date Case Filed: \$ 3,111.77

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

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

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.2. Basis for Claim: Goods and Services  
(See instruction #2 on reverse side.)3. Last four digits of any number by which creditor identifies debtor: 56263a. Debtor may have scheduled account as:  
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

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

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach 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. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)

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

If the documents are not available, please explain:

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

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).☐ Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).☐ Up to \$2,425\* 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)( ).

Amount entitled to priority:

\$

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

FOR COURT USE ONLY

Date:  
03/28/2012

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Nancy Bursa Manager Accounts Receivable

Cliffs POC



00298

## Open Invoices

Add # of months

[illegible]**Liquidated Damages (Not Invoiced)**

Contract Cancel Date

Contract End Date

Yearly

Monthly

## Daily

**\$0.00**

**\$0.00**

**\$0.00**

## Open Invoices

**\$3,111.77**

# of Days

0

**\$0.00**

## Interest

**\$0.00**

# of Months

0

**\$0.00**

# of Years

0

**\$0.00**

### Total Liquidated Damages at 50%

**\$0.00**

### Total Amount Due

**\$3,111.77**

# INVOICE

<b>Local Office</b>	Schindler Elevator Corporation 1200 WOODRUFF RD STE B20 GREENVILLE SC 29607-5731	<b>Invoice Number</b>	8102941810
		<b>Invoice Date</b>	07/01/2011
		<b>Billing ID</b>	5000145626
		<b>Purchase Order No</b>	
<b>Bill to</b>	THE CLIFFS COMMUNITIES FACILITIES MAINTENANCE ACCOUNTS PAYABLE 3598 HWY 11 TRAVELERS REST SC 29690-3598	<b>Sales Contact</b>	Mark Cooper
		<b>Field Contact</b>	Michael Milley
		<b>Telephone</b>	864 627 5332
		<b>Fax</b>	864 627 5035
<b>Service Contract</b>	4100064215	<b>Federal Tax ID</b>	34 127 0056
	<b>Service</b> Quarterly Billing	<b>DUNS Number</b>	09 480 9993
	<b>Period</b> 07/01/2011 - 09/30/2011	<b>Service Type</b>	Preventive Maint.

**Service Location**  
CLIFF'S ADMIN BLDG II  
3905 HIGHWAY 11  
TRAVELERS REST SC 29690-8594

Contract Price 540.78

Unit Discount 10.00- %

*Applied unless an exemption certificate is on file*

**Terms:** **NET PAYABLE UPON RECEIPT**

Subtotal 540.78  
Discount 54.08-  
Tax 0.00  
**Invoice Amount \$486.70**

## REMITTANCE

*Please return this portion with your payment*

<b>Payer</b>	THE CLIFFS COMMUNITIES FACILITIES MAINTENANCE 3598 HWY 11 TRAVELERS REST SC 29690-3598	<b>Invoice Number</b>	8102941810
		<b>Invoice Date</b>	07/01/2011
		<b>Billing ID</b>	5000145626
		<b>Service Contract</b>	4100064215
<b>Remit to</b>	Schindler Elevator Corporation P.O.Box 93050 Chicago, IL 60673-3050	<b>INVOICE AMOUNT \$486.70</b>	

*Use this address for payments only.  
Direct calls and correspondence to  
our Local Office above. Please  
check applicable payment enclosed*

**\* Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law.**  
Seller represents that with respect to the production of the articles and/or the performance of the services covered by this invoice, it has fully complied with the Fair Labor Standards Act of 1938, as amended.

# INVOICE

<b>Local Office</b>	Schindler Elevator Corporation 1200 WOODRUFF RD STE B20 GREENVILLE SC 29607-5731	<b>Invoice Number</b>	8102970145
		<b>Invoice Date</b>	08/01/2011
		<b>Billing ID</b>	5000145626
		<b>Purchase Order No</b>	
<b>Bill to</b>	THE CLIFFS COMMUNITIES FACILITIES MAINTENANCE ACCOUNTS PAYABLE 3598 HWY 11 TRAVELERS REST SC 29690-3598	<b>Sales Contact</b>	Mark Cooper
		<b>Field Contact</b>	Michael Milley
		<b>Telephone</b>	864 627 5332
		<b>Fax</b>	864 627 5035
<b>Service Contract</b>	4100049312	<b>Federal Tax ID</b>	34 127 0056
	<b>Service Period</b>	<b>DUNS Number</b>	09 480 9993
	Quarterly Billing 08/01/2011 - 10/31/2011	<b>Service Type</b>	Preventive Maint.

**Service Location**  
CLIFF'S ADMIN BLDG 1  
3598 HIGHWAY 11  
TRAVELERS REST SC 29690-8506

Contract Price 540.78

Unit Discount 10.00- %

*Applied unless an exemption certificate is on file*

**Terms:** NET PAYABLE UPON RECEIPT

Subtotal	540.78
Discount	54.08-
Tax	0.00
<b>Invoice Amount</b>	<b>\$486.70</b>

## REMITTANCE

*Please return this portion with your payment*

<b>Payer</b>	THE CLIFFS COMMUNITIES FACILITIES MAINTENANCE 3598 HWY 11 TRAVELERS REST SC 29690-3598	<b>Invoice Number</b>	8102970145
		<b>Invoice Date</b>	08/01/2011
		<b>Billing ID</b>	5000145626
		<b>Service Contract</b>	4100049312
<b>Remit to</b>	Schindler Elevator Corporation P.O.Box 93050 Chicago, IL 60673-3050	<b>INVOICE AMOUNT \$486.70</b>	
	Use this address for payments only. Direct calls and correspondence to our Local Office above. Please check applicable payment enclosed		

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services covered by this invoice, it has fully complied with the Fair Labor Standards Act of 1938, as amended.

# INVOICE

<b>Local Office</b>	Schindler Elevator Corporation 1200 WOODRUFF RD STE B20 GREENVILLE SC 29607-5731	<b>Invoice Number</b>	8103012187
		<b>Invoice Date</b>	10/01/2011
		<b>Billing ID</b>	5000145626
		<b>Purchase Order No</b>	
<b>Bill to</b>	THE CLIFFS COMMUNITIES FACILITIES MAINTENANCE ACCOUNTS PAYABLE 3598 HWY 11 TRAVELERS REST SC 29690-3598	<b>Sales Contact</b>	Mark Cooper
		<b>Field Contact</b>	Michael Milley
		<b>Telephone</b>	864 627 5332
		<b>Fax</b>	864 627 5035
<b>Service Contract</b>	4100064215	<b>Federal Tax ID</b>	34 127 0056
	<b>Service Period</b> Quarterly Billing 10/01/2011 - 12/31/2011	<b>DUNS Number</b>	09 480 9993
		<b>Service Type</b>	Preventive Maint.

**Service Location**  
CLIFF'S ADMIN BLDG II  
3905 HIGHWAY 11  
TRAVELERS REST SC 29690-8594

Unit Discount 10.00- %  
*Applied unless an exemption certificate is on file*

Contract Price	540.78
Subtotal	540.78
Discount	54.08-
Tax	0.00
Total Current Invoice Amount	486.70

Subject to payments posted to account through 03/26/2012

**Terms: NET PAYABLE UPON RECEIPT**

Total Past Due on this contract *	486.70
<b>Total Amount Due</b>	<b>\$973.40</b>

## REMITTANCE

*Please return this portion with your payment*

<b>Payer</b>	THE CLIFFS COMMUNITIES FACILITIES MAINTENANCE 3598 HWY 11 TRAVELERS REST SC 29690-3598	<b>Invoice Number</b>	8103012187
		<b>Invoice Date</b>	10/01/2011
		<b>Billing ID</b>	5000145626
		<b>Service Contract</b>	4100064215
<b>Remit to</b>	Schindler Elevator Corporation P.O.Box 93050 Chicago, IL 60673-3050	<i>Use this address for payments only. Direct calls and correspondence to our Local Office above. Please check applicable payment enclosed.</i>	
		<b>Total Invoice Due</b>	\$486.70 ----
		<b>Total Past Due</b>	\$486.70 ----
		<b>Total Due On Contract</b>	\$973.40 ----

*Use this address for payments only.  
Direct calls and correspondence to  
our Local Office above. Please  
check applicable payment enclosed*

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# INVOICE

**Local Office** Schindler Elevator Corporation  
1200 WOODRUFF RD STE B20  
GREENVILLE SC 29607-5731

Bill to THE CLIFFS COMMUNITIES  
FACILITIES MAINTENANCE  
ACCOUNTS PAYABLE  
3598 HWY 11  
TRAVELERS REST SC 29690-3598

Service	4100049312	Service	Quarterly Billing
Contract		Period	11/01/2011 - 01/31/2012

Invoice Number	8103040413
Invoice Date	11/01/2011
Billing ID	5000145626
Purchase Order No	

<b>Sales Contact</b>	Mark Cooper
<b>Field Contact</b>	Michael Milley
<b>Telephone</b>	864 627 5332
<b>Fax</b>	864 627 5035

Federal Tax ID	34 127 0056
DUNS Number	09 480 9993

Service Type	Preventive Maint.
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**Service Location**

CLIFF'S ADMIN BLDG 1  
3598 HIGHWAY 11  
TRAVELERS REST SC 29690-8506

Contract Price	540.78
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Unit Discount 10.00- %

*Applied unless an exemption certificate is on file*

Subtotal	540.78
Discount	54.08
Tax	0.00
Total Current Invoice Amount	486.70

Subject to payments posted to account through 03/26/2012

**Terms: NET PAYABLE UPON RECEIPT**

Total Past Due	
on this contract *	486.70
<b>Total Amount Due</b>	<b>\$973.40</b>

## REMITTANCE

*Please return this portion with your payment*

<b>Payer</b>	THE CLIFFS COMMUNITIES FACILITIES MAINTENANCE 3598 HWY 11 TRAVELERS REST SC 29690-3598
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Invoice Number	8103040413
Invoice Date	11/01/2011
Billing ID	5000145626
Service Contract	4100049312

Remit to	Schindler Elevator Corporation P.O.Box 93050 Chicago, IL 60673-3050
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*Use this address for payments only. Direct calls and correspondence to our Local Office above. Please check applicable payment enclosed.*

Total Invoice Due	\$486.70	----
Total Past Due	\$486.70	----
Total Due On Contract	\$973.40	----

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# INVOICE

**Local Office** Schindler Elevator Corporation  
1200 WOODRUFF RD STE B20  
GREENVILLE SC 29607-5731

Bill to	THE CLIFFS COMMUNITIES FACILITIES MAINTENANCE ACCOUNTS PAYABLE 3598 HWY 11 TRAVELERS REST SC 29690-3598
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Service	4100064215	Service	Quarterly Billing	2/28/12
Contract		Period	01/01/2012 - 03/31/2012	

Invoice Number	8103082788
Invoice Date	01/01/2012
Billing ID	5000145626
Purchase Order No	

<b>Sales Contact</b>	Mark Cooper
<b>Field Contact</b>	Michael Milley
<b>Telephone</b>	864 627 5332
<b>Fax</b>	864 627 5035

<b>Federal Tax ID</b>	34 127 0056
<b>DUNS Number</b>	09 480 9993

Service Type	Preventive Maint.
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**Service Location**

CLIFF'S ADMIN BLDG II  
3905 HIGHWAY 11  
TRAVELERS REST SC 29690-8594

Contract Price ~~567.81~~

Unit Discount	10.00- %
<i>Applied unless an exemption certificate is on file</i>	

Subtotal	567.81
Discount	<del>56.78</del>
Tax	0.00
Total Current	
Invoice Amount	335.00 544.03

Subject to payments posted to account through 03/26/2012

**Terms: NET PAYABLE UPON RECEIPT**

Total Past Due	
on this contract *	973.40
<b>Total Amount Due</b>	<b>\$1,484.43</b>

## REMITTANCE

*Please return this portion with your payment*

<b>Payer</b>	THE CLIFFS COMMUNITIES FACILITIES MAINTENANCE 3598 HWY 11 TRAVELERS REST SC 29690-3598
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invoice Number	8103082788
invoice Date	01/01/2012
Billing ID	5000145626
Service Contract	4100064215

Remit to	Schindler Elevator Corporation P.O.Box 93050 Chicago, IL 60673-3050	Use this address for payments only. Direct calls and correspondence to our Local Office above. Please check applicable payment enclosed.
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Total Invoice Due	\$511.03	----
Total Past Due	\$973.40	----
Total Due On Contract	\$1,484.43	----

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# INVOICE

**Local Office**  
Schindler Elevator Corporation  
1200 WOODRUFF RD STE B20  
GREENVILLE SC 29607-5731

**Invoice Number** 8103083047  
**Invoice Date** 01/01/2012  
**Billing ID** 5000145626  
**Purchase Order No.**

**Bill to**  
THE CLIFFS COMMUNITIES  
FACILITIES MAINTENANCE  
ACCOUNTS PAYABLE  
3598 HWY 11  
TRAVELERS REST SC 29690-3598

**Sales Contact** Mark Cooper  
**Field Contact** Michael Milley  
**Telephone** 864 627 5332  
**Fax** 864 627 5035

**Service Contract** 4100063756 **Service** Quarterly Billing **Period** 01/01/2012 - 08/31/2012

**Federal Tax ID** 34 127 0056  
**DUNS Number** 09 480 9993

**Service Type** Preventive Maint.

## Service Location

CLIFF'S PLAYERS GROUP VALLEY  
CLUBHOUSE  
3840 HIGHWAY 11  
TRAVELERS REST SC 29690

**Contract Price** ~~744.42~~ ~~1135.58~~

669.98

**Unit Discount** 10.00- %

Applied unless an exemption certificate is on file

**Terms:** NET PAYABLE UPON RECEIPT

**Subtotal** 669.98 ~~1135.58~~  
**Discount** 113.58-  
**Tax** 0.00  
**Invoice Amount** ~~744.42~~ \$1,022.00

# REMITTANCE

Please return this portion with your payment

**Payer**  
THE CLIFFS COMMUNITIES  
FACILITIES MAINTENANCE  
3598 HWY 11  
TRAVELERS REST SC 29690-3598

**Invoice Number** 8103083047  
**Invoice Date** 01/01/2012  
**Billing ID** 5000145626  
**Service Contract** 4100063756

**Remit to**  
Schindler Elevator Corporation  
P.O.Box 93050  
Chicago, IL 60673-3050

Use this address for payments only.  
Direct calls and correspondence to  
our Local Office above. Please  
check applicable payment enclosed

**INVOICE AMOUNT** \$1,022.00

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services covered by this invoice, it has fully complied with the Fair Labor Standards Act of 1938, as amended.



# INVOICE

**Local  
Office** Schindler Elevator Corporation  
1200 WOODRUFF RD STE B20  
GREENVILLE SC 29607-5731

Bill to THE CLIFFS COMMUNITIES  
FACILITIES MAINTENANCE  
ACCOUNTS PAYABLE  
3598 HWY 11  
TRAVELERS REST SC 29690-3598

Service	4100049312	Service	Quarterly Billing
Contract		Period	02/01/2012 - 04/30/2012

Invoice Number	8103111077
Invoice Date	02/01/2012
Billing ID	5000145626
Purchase Order No	

<b>Sales Contact</b>	<b>Mark Cooper</b>
<b>Field Contact</b>	<b>Michael Milley</b>
<b>Telephone</b>	<b>864 627 5332</b>
<b>Fax</b>	<b>864 627 5035</b>

Federal Tax ID	34 127 0056
DUNS Number	09 480 9993

Service Type	Preventive Maint.
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**Service Location**

CLIFF'S ADMIN BLDG 1  
3598 HIGHWAY 11  
TRAVELERS REST SC 29690-8506

Contract Price	<del>567.81</del>
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Unit Discount	10.00- %
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*Applied unless an exemption certificate is on file*

Subtotal	567.81
Discount	56.78
Tax	0.00

Total Current		
Invoice Amount	158.99	<u>511.03</u>

Subject to payments posted to account through 03/26/2012

Total Past Due	
on this contract *	973.40
<b>Total Amount Due</b>	<b>\$1,484.43</b>

**Terms: NET PAYABLE UPON RECEIPT**

## REMITTANCE

*Please return this portion with your payment*

<b>Payer</b>	THE CLIFFS COMMUNITIES FACILITIES MAINTENANCE 3598 HWY 11 TRAVELERS REST SC 29690-3598
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Invoice Number	8103111077
Invoice Date	02/01/2012
Billing ID	5000145626
Service Contract	4100049312

Remit to	Schindler Elevator Corporation P.O.Box 93050 Chicago, IL 60673-3050
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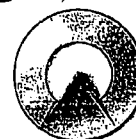
*Use this address for payments only.  
Direct calls and correspondence to  
our Local Office above. Please  
check applicable payment enclosed.*

Total Invoice Due	\$511.03	----
Total Past Due	\$973.40	----
Total Due On Contract	\$1,484.43	----

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4.300 49312



# Schindler Plus

**Schindler**

**SCHINDLER ELEVATOR CORPORATION**

1200 Woodruff Road  
Suite B-20  
Greenville, SC 29607-5731  
Phone: 864-627-5332  
Fax: 864-627-5035

**Date:** July 13, 2009

**Estimate Number:** MCOR-7LQTWK (2009.3)

**To:**

Cliffs Communities  
3598 Highway 11  
Travelers Rest, SC 29690-3598

**Building Name:**

Valley Clubhouse, Glassy Clubhouse, Falls Clubhouse,  
Admin I & II, and Gary Players Headquarters

**Attn:** Bryan Newton

**As Agent For:** Cliffs Communities

**EQUIPMENT DESCRIPTION**

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
	The Cliffs							
	3598 Highway 11		Travelers Rest, SC 29690					
1	Thyssen	Hydraulic	Passenger	TBD- Valley Clubhouse	3F/3R	2100	100	23-0926
1	Otis	Hydraulic	Passenger	TBD- Glassy Clubhouse	2F/0R	2100	100	42-0383
1	Schindler	Hydraulic	Passenger	330A- Admin I	2F/0R	2500	100	C1226
1	Schindler	Hydraulic	Passenger	330A- Admin II	2F/0R	2500	125	E0135
1	Schindler	Hydraulic	Passenger	330A- Gary Players HQ	2F/0R	2100	125	D9007

**SCHINDLER ELEVATOR CORPORATION** ("Schindler", "we", "us") 1200 Woodruff Road  
Suite B-20, Greenville, SC 29607-5731, and **CLIFFS COMMUNITIES**, 3598 Highway 11, Travelers Rest, SC  
29690-3598 ("you") agree as follows:

**PREVENTIVE MAINTENANCE SERVICE**

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment
- Examine, lubricate, adjust, and repair/replace covered components
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

**PREVENTIVE MAINTENANCE PROGRAM**

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

## EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed repair or replace the Covered Components listed below.

### HYDRAULIC ELEVATORS

**Basic components:** Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing; drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

**Major components:** Exposed piping in the Machine Room & hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; media displays; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.)

### CLEANING/PAINTING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas; and will periodically paint the machine room floor.

### TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with inspecting, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests.

### CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

### ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

### CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

### HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if ~~it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by~~ misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

This Agreement commences on July 01, <sup>2007</sup>~~2006~~ <sup>16</sup>TERM and continues until June 30, <sup>2011</sup>~~2010~~ <sup>16</sup> and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date.

### PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$750.00 per month, payable in annual installments of \$9,000.00, exclusive of applicable taxes, subject to payment terms and Price Adjustment set forth below. You agree to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the services provided hereunder. This price includes a 10% Quantity discount, which will continue to be applied to the contract price as long as the conditions of the discount are satisfied. You may alternatively choose to make semi-annual payments of \$4,545.00 (a 1% premium for a price of \$757.50 per month; initial here if semi-annual     ), or quarterly payments of \$2,317.50 (a 3% premium for a price of \$772.50 per month; initial here if quarterly 30). This offer is firm for 90 days from the date of our proposal. Acceptance beyond that date may require updates of the Price and Price Adjustment Provisions.

### PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually, as of the date of the local labor rate adjustment, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price

quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs.

### SPECIAL TERMS AND PRICING

#### QUANTITY DISCOUNT

Our price reflects a discount based upon the number of units maintained by us for you, under the same or substantially similar terms and conditions, as follows:

##### Quantity Discount Schedule

3 to 4 units	8%
5 to 10 units	10%
11 to 20 units	12%
21+ units	15%

Prior to the end of each calendar year, we will agree upon a unit count for purposes of determining and applying this discount on an annual basis. The discount rate established will continue through the following calendar year. Please note- this QUANTITY DISCOUNT schedule cannot be used in conjunction with any other discounts and is contingent upon all unit(s) listed in this agreement being added to the service coverage immediately following expiration/termination of any pre-existing service agreements with other vendors and/or immediately following the expiration of New Product Service coverage for any new elevator systems. It is also understood that you will take all necessary steps and actions to have all units listed placed under active coverage as soon as it is possible base on pre-existing terms and conditions with other service agreements. It is further understood that it is your sole responsibility to insure that all steps are taken to commence start date for all units listed on this agreement as soon as is possible. Otherwise, you agree to forfeit the above quantity discount.

Price adjustments not to exceed 5% annually.

7 The existing contract (#4100049312) shall remain in full force and affect until which time as both parties fully and properly execute this contract. Once this agreement has been executed the price for the existing elevator contract (#4100049312) will be adjusted accordingly but the original term will not change as the term of this agreement is less than the remaining term of your existing contract. 11/15/2016 END

The dates to start coverage under this agreement for the non-SEC Unit(s) is to be determined by others and will commence on the start date provided by you. The cost add will be based on current unit billing rate at the time of the add if the add date is more than one year from the commencement of this agreement. Per your request, billing/ invoicing for units can be separated as needed for each building. For invoicing purposes, some units on this agreement will be input with suspended coverage/ billing (status) due to delayed start dates resulting from term left on pre-existing service agreements and/or New Product Service coverage. We will remove the suspended status for such units anytime after the commencement of this agreement with written notification from you.

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Mark Cooper

By: Mark Cooper

For: Schindler Elevator Corporation

Title: Account Manager

Date: July 13, 2009

Accepted:

Brian Newton

For: Cliffs Communities

Title: Director, Facilities Maint

As Agent For: Cliffs Communities

Date: 7/13/2009

Approved:

Ray Faldutl

By: Ray Faldutl

Title: District Manager

Date: 9/10/09

## TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half the remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. [Unless otherwise agreed], We are not responsible for any work required due to obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
  - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
  - (b) Termination of the Agreement on ten (10) days prior written notice; and
  - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.
8. If either party to this Agreement claims default by the other, written notice of at least 10 days shall be provided, specifically describing the default. If cure of the default is not commenced within the ten-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. We will not name additional insureds. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that the your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.

14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.

15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.



4100064215



# Schindler Plus

**Schindler**
**SCHINDLER ELEVATOR CORPORATION**

1200 Woodruff Road  
Suite B-20  
Greenville, SC 29607-5731  
Phone: 864-627-5332  
Fax: 864-627-5035

**Date:** July 13, 2009

**Estimate Number:** MCOR-7LQTWK (2009.3)

**To:**

Cliffs Communities  
3598 Highway 11  
Travelers Rest, SC 29690-3598

**Building Name:**

Valley Clubhouse, Glassy Clubhouse, Falls Clubhouse,  
Admin I & II, and Gary Players Headquarters

**Attn:** Bryan Newton

**As Agent For:** Cliffs Communities

**EQUIPMENT DESCRIPTION**

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
	The Cliffs 3598 Highway 11 Travelers Rest, SC 29690							
1	Thyssen	Hydraulic	Passenger	TBD- Valley Clubhouse	3F/3R	2100	100	23-0926
1	Otis	Hydraulic	Passenger	TBD- Glassy Clubhouse	2F/OR	2100	100	42-0383
1	Schindler	Hydraulic	Passenger	330A- Admin I	2F/OR	2500	100	C1226
1	Schindler	Hydraulic	Passenger	330A- Admin II	2F/OR	2500	125	E0135
1	Schindler	Hydraulic	Passenger	330A- Gary Players HQ	2F/OR	2100	125	D9007

**SCHINDLER ELEVATOR CORPORATION** ("Schindler", "we", "us") 1200 Woodruff Road  
Suite B-20, Greenville, SC 29607-5731, and **CLIFFS COMMUNITIES**, 3598 Highway 11, Travelers Rest, SC  
29690-3598 ("you") agree as follows:

**PREVENTIVE MAINTENANCE SERVICE**

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment
- Examine, lubricate, adjust, and repair/replace covered components
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

**PREVENTIVE MAINTENANCE PROGRAM**

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

## EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed repair or replace the Covered Components listed below.

### HYDRAULIC ELEVATORS

**Basic components:** Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

**Major components:** Exposed piping in the Machine Room & hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; media displays; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.)

### CLEANING/PAINTING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas; and will periodically paint the machine room floor.

### TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with inspecting, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests.

### CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

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You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

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We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

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We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if ~~it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.~~

This Agreement commences on July 01, <sup>2009</sup>~~2009~~ <sup>12</sup> and continues until June 30, <sup>2011</sup>~~2010~~ <sup>12</sup> and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date.

#### PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$750.00 per month, payable in annual installments of \$9,000.00, exclusive of applicable taxes, subject to payment terms and Price Adjustment set forth below. You agree to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the services provided hereunder. This price includes a 10% Quantity discount, which will continue to be applied to the contract price as long as the conditions of the discount are satisfied. You may alternatively choose to make semi-annual payments of \$4,545.00 (a 1% premium for a price of \$757.50 per month; initial here if semi-annual     ), or quarterly payments of \$2,317.50 (a 3% premium for a price of \$772.50 per month; initial here if quarterly     ). This offer is firm for 90 days from the date of our proposal. Acceptance beyond that date may require updates of the Price and Price Adjustment Provisions.

#### PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually, as of the date of the local labor rate adjustment, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price

quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs.

#### **SPECIAL TERMS AND PRICING**

##### **QUANTITY DISCOUNT**

Our price reflects a discount based upon the number of units maintained by us for you, under the same or substantially similar terms and conditions, as follows:

##### **Quantity Discount Schedule**

3 to 4 units	8%
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Prior to the end of each calendar year, we will agree upon a unit count for purposes of determining and applying this discount on an annual basis. The discount rate established will continue through the following calendar year. Please note- this QUANTITY DISCOUNT schedule cannot be used in conjunction with any other discounts and is contingent upon all unit(s) listed in this agreement being added to the service coverage immediately following expiration/termination of any pre-existing service agreements with other vendors and/or immediately following the expiration of New Product Service coverage for any new elevator systems. It is also understood that you will take all necessary steps and actions to have all units listed placed under active coverage as soon as it is possible base on pre-existing terms and conditions with other service agreements. It is further understood that it is your sole responsibility to insure that all steps are taken to commence start date for all units listed on this agreement as soon as is possible. Otherwise, you agree to forfeit the above quantity discount.

Price adjustments not to exceed 5% annually.

The existing contract (#4100049312) shall remain in full force and affect until which time as both parties fully and properly execute this contract. Once this agreement has been executed the price for the existing elevator contract (#4100049312) will be adjusted accordingly but the original term will not change as the term of this agreement is less than the remaining term of your existing contract.

The dates to start coverage under this agreement for the non-SEC Unit(s) is to be determined by others and will commence on the start date provided by you. The cost add will be based on current unit billing rate at the time of the add if the add date is more than one year from the commencement of this agreement. Per your request, billing/ invoicing for units can be separated as needed for each building. For invoicing purposes, some units on this agreement will be input with suspended coverage/ billing (status) due to delayed start dates resulting from term left on pre-existing service agreements and/or New Product Service coverage. We will remove the suspended status for such units anytime after the commencement of this agreement with written notification from you.

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

  
\_\_\_\_\_

By: Mark Cooper

For: Schindler Elevator Corporation

Title: Account Manager

Date: July 13, 2009

Accepted:

\_\_\_\_\_  
By: Brian Newton

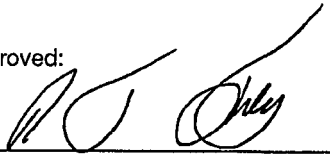
For: Cliffs Communities

Title: Director, Facilities Maint

As Agent For: Cliffs Communities

Date: 7/13/2009

Approved:

  
\_\_\_\_\_

By: Ray Falduti

Title: District Manager

Date: 9/10/09

#### TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half the remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. [Unless otherwise agreed], We are not responsible for any work required due to obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
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  - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
  - (b) Termination of the Agreement on ten (10) days prior written notice; and
  - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.
8. If either party to this Agreement claims default by the other, written notice of at least 10 days shall be provided, specifically describing the default. If cure of the default is not commenced within the ten-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of Insurance. You agree to accept in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. We will not name additional insureds. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.

(b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.

(c) Auto Liability - \$5,000,000 CSL.

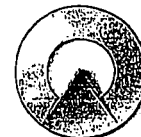
(d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that the your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.

14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.

15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.

4100063756



# Schindler Plus

**Schindler**
**SCHINDLER ELEVATOR CORPORATION**

1200 Woodruff Road  
Suite B-20  
Greenville, SC 29607-5731  
Phone: 864-627-5332  
Fax: 864-627-5035

**Date:** July 13, 2009

**Estimate Number:** MCOR-7LQTWK (2009.3)

**To:**

Cliffs Communities  
3598 Highway 11  
Travelers Rest, SC 29690-3598

**Building Name:**

Valley Clubhouse, Glassy Clubhouse, Falls Clubhouse,  
Admin I & II, and Gary Players Headquarters

**Attn:** Bryan Newton

**As Agent For:** Cliffs Communities

**EQUIPMENT DESCRIPTION**

Qty	Manufacturer	Equipment Application	Description	Rise/Length Openings	Capacity	Speed	Install#
The Cliffs							
3598 Highway 11 Travelers Rest, SC 29690							
1	Thyssen	Hydraulic Passenger	TBD- Valley Clubhouse	3F/3R	2100	100	23-0926
1	Otis	Hydraulic Passenger	TBD- Glassy Clubhouse	2F/OR	2100	100	42-0383
1	Schindler	Hydraulic Passenger	330A- Admin I	2F/OR	2500	100	C1226
1	Schindler	Hydraulic Passenger	330A- Admin II	2F/OR	2500	125	E0135
1	Schindler	Hydraulic Passenger	330A- Gary Players HQ	2F/OR	2100	125	D9007

**SCHINDLER ELEVATOR CORPORATION** ("Schindler", "we", "us") 1200 Woodruff Road  
Suite B-20, Greenville, SC 29607-5731, and **CLIFFS COMMUNITIES**, 3598 Highway 11, Travelers Rest, SC  
29690-3598 ("you") agree as follows:

**PREVENTIVE MAINTENANCE SERVICE**

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment
- Examine, lubricate, adjust, and repair/replace covered components
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

**PREVENTIVE MAINTENANCE PROGRAM**

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.



## EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed repair or replace the Covered Components listed below.

### HYDRAULIC ELEVATORS

**Basic components:** Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

**Major components:** Exposed piping in the Machine Room & hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; media displays; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.)

### CLEANING/PAINTING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas; and will periodically paint the machine room floor.

### TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with inspecting, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the Initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests.

### CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN); which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

#### ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

#### CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

#### HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if ~~it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by~~ misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

This Agreement commences on July 01, <sup>2007</sup>~~2006~~ <sup>12</sup> and continues until June 30, <sup>2011</sup>~~2010~~ <sup>12</sup> and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date.

#### PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$750.00 per month, payable in annual installments of \$9,000.00, exclusive of applicable taxes, subject to payment terms and Price Adjustment set forth below. You agree to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the services provided hereunder. This price includes a 10% Quantity discount, which will continue to be applied to the contract price as long as the conditions of the discount are satisfied. You may alternatively choose to make semi-annual payments of \$4,545.00 (a 1% premium for a price of \$757.50 per month; Initial here if semi-annual     ), or quarterly payments of \$2,317.50 (a 3% premium for a price of \$772.50 per month; Initial here if quarterly     ). This offer is firm for 90 days from the date of our proposal. Acceptance beyond that date may require updates of the Price and Price Adjustment Provisions.

#### PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually, as of the date of the local labor rate adjustment, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price

quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs.

#### SPECIAL TERMS AND PRICING

##### QUANTITY DISCOUNT

Our price reflects a discount based upon the number of units maintained by us for you, under the same or substantially similar terms and conditions, as follows:

##### Quantity Discount Schedule

3 to 4 units	8%
5 to 10 units	10%
11 to 20 units	12%
21+ units	15%

Prior to the end of each calendar year, we will agree upon a unit count for purposes of determining and applying this discount on an annual basis. The discount rate established will continue through the following calendar year. Please note- this QUANTITY DISCOUNT schedule cannot be used in conjunction with any other discounts and is contingent upon all unit(s) listed in this agreement being added to the service coverage immediately following expiration/termination of any pre-existing service agreements with other vendors and/or immediately following the expiration of New Product Service coverage for any new elevator systems. It is also understood that you will take all necessary steps and actions to have all units listed placed under active coverage as soon as it is possible base on pre-existing terms and conditions with other service agreements. It is further understood that it is your sole responsibility to insure that all steps are taken to commence start date for all units listed on this agreement as soon as is possible. Otherwise, you agree to forfeit the above quantity discount.

Price adjustments not to exceed 5% annually.

The existing contract (#4100049312) shall remain in full force and affect until which time as both parties fully and properly execute this contract. Once this agreement has been executed the price for the existing elevator contract (#4100049312) will be adjusted accordingly but the original term will not change as the term of this agreement is less than the remaining term of your existing contract.

The dates to start coverage under this agreement for the non-SEC Unit(s) is to be determined by others and will commence on the start date provided by you. The cost add will be based on current unit billing rate at the time of the add if the add date is more than one year from the commencement of this agreement. Per your request, billing/ invoicing for units can be separated as needed for each building. For invoicing purposes, some units on this agreement will be input with suspended coverage/ billing (status) due to delayed start dates resulting from term left on pre-existing service agreements and/or New Product Service coverage. We will remove the suspended status for such units anytime after the commencement of this agreement with written notification from you.

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Mark Cooper

By: Mark Cooper

For: Schindler Elevator Corporation

Title: Account Manager

Date: July 13, 2009

Accepted:

By: Brian Newton

For: Cliffs Communities

Title: Director, Facilities Maint

As Agent For: Cliffs Communities

Date: 7/13/2009

Approved:

Ray Falduti

By: Ray Falduti

Title: District Manager

Date: 9/10/09

#### TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. [Unless otherwise agreed], We are not responsible for any work required due to obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 10 days shall be provided, specifically describing the default. If cure of the default is not commenced within the ten-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

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(b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.

(c) Auto Liability - \$5,000,000 CSL.

(d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that the your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.

14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.

15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.

Collector-ID	Entry-Dt	Time	F/U-Date	Offc	X	Collector-Texts
HICKSSA	03/12/12	13:01:26	03/26/12	3415		REC'VD BANKRUPCTY INFORMATION FROM MARK COOPER - GAVE ALL INFORMATION TO JEFF FREY.
MARIUCCI	03/07/12	13:29:27	00/00/00	3415		ON SCHINDLER RECEIVABLE LISTING FOR CANCELLATION - OVER 6 MONTHS PAST DUE - NEED AFM OR AVP APPROVAL TO CONTINUE SERVICE
HICKSSA	02/29/12	15:16:31	03/14/12	3415	X	LFT V.MAIL TOM HEATH - ADVISED WE NEED PAYMNTS ON ACCT ASAP.
HICKSSA	02/09/12	10:27:27	02/29/12	3415	X	PER CONF CALL WITH MARK C - PLEASE LEAVE ON SPD HE'S AWARE OF THE PAST DUE INVOICES - I HAVE ADVISED HIM I SPK WITH LIBBY RE ALL PAST DUE INVOICES PAYMENTS ARE COMING
MARIUCCI	02/07/12	14:03:19	00/00/00	3415		ON SCHINDLER RECEIVABLE LISTING FOR CANCELLATION - OVER 6 MONTHS PAST DUE - NEED AFM OR AVP APPROVAL TO CONTINUE SERVICE
HICKSSA	02/02/12	10:14:00	02/13/12	3415	X	SPK WITH LIBBY - THEY ARE WRKING ON PAYMENTS FOR ALL PAST DUE INVS.
HICKSSA	02/01/12	08:55:54	02/13/12	3415	X	REC'VD V/MAIL FROM LIBBY RE INV 8103111077 - CLD BACK GOT HER VOICE MAL
HICKSSA	01/31/12	13:54:38	02/20/12	3415	X	LFT V/MAIL TOM HEATH 864-371-1050 RE ALL PAST DUE INVOICES
MARIUCCI	01/09/12	12:45:12	00/00/00	3415		ON SCHINDLER RECEIVABLE LISTING FOR CANCELLATION - OVER 6 MONTHS PAST DUE - NEED AFM OR AVP APPROVAL TO CONTINUE SERVICE
HICKSSA	01/04/12	15:06:53	01/16/12	3415	X	DISPUTES - SPK WITH LIBBY ONLY INFORMATION SHE HAS IS INVOICES ARE PND ING FOR PAYMENTS - GAVE ME ACCOUNTING DEPT'S TOM HEATH 864-371-1050 CLLED LFT HIM A VOICE MAIL - NEED BETTER ANSWER.
HICKSSA	12/22/11	12:46:51	01/04/12	3415	X	E-MAILED ALL INVOICES TO LIBBY PLEASE ADVISE ON PAST DUE INVS
HICKSSA	12/09/11	11:16:38	12/21/11	3415	X	SPD - SENT E-MAIL TO LIBBY NEED PAYMNT STATUS ON ALL PAST DUE INVS
HICKSSA	11/17/11	10:56:07	00/00/00			INVOICE 8103012248 - LOCAL OFFICE REBILLED & SPLIT WITH MANUAL INVS A & B. ON GOING ISSUES.
HICKSSA	11/16/11	15:33:29	11/30/11	3415	X	SENT ALL PAST DUE INVS TO LIBBY - NEED TO GET PAYMNT STATUS OF ALL PAST DUE INVS.
HICKSSA	11/04/11	08:38:16	11/14/11	3415	X	REC'VD E-MAIL FROM LIBBY - SHE HAS ADVISED THE A/P DEPT THAT PAYMNTS ARE PAST DUE & THEY HAVE BEEN PLACED ON SPD. SHE STATED WILL LET ME KNOW ASAP WHEN PAYMNTS HAVE/WILL BE RELEASED.
HICKSSA	10/27/11	09:49:12	11/10/11	3415	X	ISSUED CREDIT ON INV 81029411857 - LOCAL OFFICE SENT OUT REVISED A&B INVOICES - THIS HAS BEEN ON GOING ISSUE WITH NO RESOLUTION - CUSTOMER NOT HAPPY - ALSO ADVISED ACCOUNT ON SPD PLEASE ADVISE WHEN PYNNTS R SNT
HICKSSA	10/17/11	13:12:48	10/31/11	3415	X	SENT E-MAIL TO Libby Carew <lcarew@cliffscommunities.com> PLEASE ADVIS ON ALL OPN INVOICES.
HICKSSA	10/05/11	10:54:33	10/17/11	3415	X	LVM LIBBY ACCT DUE TO BE PLACED ON SPD - NEED PAYMTN STATUS SENT E-MAIL TO MARK WILL ALSO SEND TO SANDY.
HICKSSA	09/15/11	15:29:00	10/06/11	3415	X	LVM LIBBY LOOKING FOR PAYMNTS OF ALL INVS EXCEPT THE DISPUTED ONE - PER LAST E-MAIL YOU WERE SENDING PAYMNTS
HICKSSA	08/29/11	13:41:02	09/12/11	3415	X	REC'VD E-MAIL FROM CUSTOMER THEY ARE PAYING REVISED INVS 8102941857A & 8102941857B - NOT PAYING 8102941857 ADVISED GO AHEAD & SND PAYMNTS WILL WORK OUT WHERE THEY NEED TO APPLIED
HICKSSA	08/11/11	08:39:45	08/29/11	3415	X	SENT E-MAIL TO MARK & SANDY - WHY ARE WE SENDING REVISED INVS WITH A/B ON THEM ? THE CUSTOMER IS GETTING 2-3 INVOICES JUST WITH DIFFERENT LTR WHAT'S ON THE ACCOUNT CURRENTLY IS THIS ALL CORRECT.
HICKSSA	08/09/11	11:16:23	08/22/11	3415	X	CREDIT SHORT PAID INV - THEN CONTRACT ENDING 256 HAS 2 UNITS WILL CALL HER CALL BCK.
HICKSSA	07/26/11	08:48:54	08/15/11	3415	X	REC'VD E-MAIL LOCAL OFFICE SENDS OUT INVS - NOW I NEED TO KNOW THE SHRT PAID INV ON ACCT IS THIS SUPPOSED TO BE ISSUED A CREDIT OR DO THEY NEED TO PAY - ALSO INV 973. IS THIS THE CORRECT AMOUNT.
HICKSSA	07/25/11	16:40:24	00/00/00			REC'VD E-MAIL FORM CO-WRKR FROM THIS LOCATION - CHKIGN IN MANUAL INVS THAT HAVE BEEN SNT . PER LIBBY ASKED THAT I E-MAIL HER WHAT I SHOW OPEN INV INVS Libby Carew <lcarew@cliffscommunities.com>
HICKSSA	07/25/11	15:06:11	08/15/11	3415	X	LFT V/MAIL MARY J RE PAST DUE INVS - NEED PAYMNT STATUS
HICKSSA	07/11/11	12:47:01	07/25/11	3415	X	FAXED INV TO ATTN MARY - NEED PAYMNT STATUS ON PAT DUE INV & INV THAT WAS SHORTPAID.
HICKSSA	06/13/11	15:20:26	06/30/11	3415	X	SPK W/ MARY WILL INPUT INVS FOR PAYMNT - SHOULD SEE WITHIN THE NEXT WK -10DAYS.
HICKSSA	05/25/11	08:08:18	00/00/00	3415		REC'VD OVERPAYMNT LETTER BCK - PAYING INV 8102827000 WITH CREDIT - SMALL BALANCE LEFT OVER OF 4.31 TO BE APPLIED TO INV 8102870122. WILL GIVE TO CASH APPS.

Collector-ID	Entry-Dt	Time	F/U-Date	Offc	X	Collector-Texts
HICKSSA	05/24/11	15:48:29	06/07/11	3415	X	REC'VD CALL FROM MARY WANTED TO SEE HOW TO HAVE MONEY APPLIED - WILL CHK WITH HER SUPERVISOR & CLL ME BCK. MARY CALLED BCK - THEY WILL HAVE CREDIT APPLIED TOWRDS FEB INV - WAITN ON LETTER BCK. WILL GIVE TO CASH APPS.
HICKSSA	05/23/11	15:51:03	00/00/00	3415		REC'VD E-MAIL FROM MARK C - PAT ASKED FOR INV 8102827000 BE E-MAILED ALSO NOTED PLEASE CHK W/ MARY RE MONEY SITTING ON THIS ACCT - SENT O OVERPYMNT LETTERS
HICKSSA	05/03/11	13:20:22	05/17/11	3415	X	SPK W/ MARY - ASKED TO HAVE OVERPAYMNT LETTER FAXED ALONG WITH ALL INVS 864-371-1855 - ADVISED ACCT WILL BE PLACED ON SPD NEED PAYMNTS ASAP.
HICKSSA	04/11/11	11:47:14	04/26/11	3415	X	SPK MARY - WILL CHK INTO FEB INV. THEY ARE AWARE OF OVERPYMNTS WILL ADVISE WHEN SHE CALLS ME BACK.
HICKSSA	02/03/11	09:27:35	00/00/00	3415		REC'VD CALL THEY ARE PROCESSING THE 2 OPN INVOICES - WILL LOOK FOR POSTING.
HICKSSA	02/01/11	15:13:28	02/14/11	3415	X	LVM RE PAST DUE JAN MAINT INVS - WE HAVE YET TO REC'VE CHK AS PROMISED.
HICKSSA	01/05/11	10:22:27	01/12/11	3415	X	SPK W/ MARY - THEY SNT A CHECK OUT FOR 1390.50 THIS WEEK - ADVISED WILL LET THAT CHK POST & THN CALL HER BACK TO HAVE MONEY SITTING ON ACCT APPLIED OR REFUNDED.
HICKSSA	12/22/10	10:53:26	01/04/11	3415	X	SPK W/ MARY - WILL SUBMIT PAYMENT REQUEST - ASKED THAT I CALL HER BACK AFTER NEW YEAR.
HICKSSA	11/15/10	13:58:05	12/06/10	3415	X	SPK W/ MARY - THEY HAVE 2 OVERPAYS SITTING ON ACCOUNT - WOULD LIKE TO HAVE MONEY APPLIED - SHE WILL SPK W/ SUPS * CALL ME BACK THEY HAVE 2 PAST DUE OCT INVS LOOKING TO CLEAR.
HICKSSA	04/23/10	11:54:15	00/00/00	3415		LVM MARY - TRYING TO SND OVER PAYMNT TO E-MAIL ADD COMES BACK FAILURE
HICKSSA	03/10/10	13:31:34	03/29/10	3415	X	TT MARY ASKED THAT I CLL BACK NEXT WEEK.
HICKSSA	02/18/10	14:33:12	03/03/10	3415	X	LVM MARY RE 2 JAN INVS PAST DUE
HICKSSA	01/29/10	08:39:20	02/09/10	3415	X	LVM MARY RE OPN INV 864-371-1023.
HICKSSA	12/31/09	15:22:11	00/00/00	3415		REC'VD CALL FROM FELICIA - CHK WENT IN THE MAIL 12-28 FOR THE PAST DUE AMOUNT.
HICKSSA	12/31/09	15:15:35	01/18/10	3415	X	FAXED PAST DUE INV - FELICA 864-371-1468
HICKSSA	12/10/09	16:17:27	12/28/09	3415	X	LVM RE 3 PAST DUE INVS STILL LOOKING FOR PAYMNTS.
HICKSSA	12/03/09	12:39:49	12/16/09	3415	X	PRINTED & FAXED ALL PAST DUE INVS 864-371-1468
HICKSSA	11/19/09	13:37:17	12/03/09	3415	X	LVM RE PAST DUE INV - ALSO PRINTED & FAXED 3 PAST DUE INVS.
HICKSSA	10/27/09	10:47:03	11/10/09	3415	X	TT PAT IN A/P ASKED I FAX 9/2 INV TO FELICIA 864-371-1468 - INV DATED 9/30 THEY HAVE IN THE SYSTEM - WILL ADVISE ON PAYMNT
HICKSSA	10/08/09	15:11:09	10/22/09	3415	X	LFT V/MAIL MESG RE PAST DUE INVS.



**UNITED STATES BANKRUPTCY COURT, DISTRICT OF SOUTH CAROLINA****Notice of Chapter 11 Bankruptcy Cases, Meeting of Creditors and Deadlines**

Chapter 11 bankruptcy cases concerning the debtors listed below were filed on February 28, 2012. You may be a creditor of the debtors. This notice lists important deadlines. You may want to consult an attorney to protect your rights. You are not being sued or forced into bankruptcy. All documents filed, including lists of the debtors' properties and debts, are available for inspection at the office of the Clerk of the Bankruptcy Court. NOTE: The staff of the bankruptcy clerk's office and the U.S. Trustee cannot give legal advice. Information is also available at: [www.bmcgroup.com/cliffs](http://www.bmcgroup.com/cliffs).

<u>Names and Addresses of Debtors</u>	<u>Case Number</u>	<u>Tax ID Number</u>
The Cliffs Club & Hospitality Group, Inc. 3598 Highway 11 Travelers Rest, SC 29690	12-01220	27-1396338
CCHG Holdings, Inc. 3598 Highway 11 Travelers Rest, SC 29690	12-01223	27-2431356
The Cliffs at Mountain Park Golf & Country Club, LLC 3598 Highway 11 Travelers Rest, SC 29690	12-01225	20-5732842
The Cliffs at Keowee Vineyards Golf & Country Club, LLC 3598 Highway 11 Travelers Rest, SC 29690	12-01226	56-2045319
The Cliffs at Walnut Cove Golf & Country Club, LLC 3598 Highway 11 Travelers Rest, SC 29690	12-01227	01-0599879
The Cliffs at Keowee Falls Golf & Country Club, LLC 3598 Highway 11 Travelers Rest, SC 29690	12-01229	82-0573230
The Cliffs at Keowee Springs Golf & Country Club, LLC 3598 Highway 11 Travelers Rest, SC 29690	12-01230	20-5732898
The Cliffs at High Carolina Golf & Country Club, LLC 3598 Highway 11 Travelers Rest, SC 29690	12-01231	26-0534293
The Cliffs at Glassy Golf & Country Club, LLC 3598 Highway 11 Travelers Rest, SC 29690	12-01234	27-1396559
The Cliffs Valley Golf & Country Club, LLC 3598 Highway 11 Travelers Rest, SC 29690	12-01236	27-1396486
Cliffs Club & Hospitality Service Company, LLC 3598 Highway 11 Travelers Rest, SC 29690	12-01237	27-1889665

**Attorneys for Debtors**

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LAW OFFICE OF DANA WILKINSON  
Dana Wilkinson  
365-C East Blackstock Road  
Spartanburg, SC 29301  
Telephone: (864) 574-7944

**Meeting of Creditors**

April 13, 2012 at 1:00 PM Eastern / DONALD STUART RUSSELL FEDERAL COURTHOUSE, 201 Magnolia Street, Spartanburg, SC 29306

UNITED STATES BANKRUPTCY COURT

Tammi M. Hellwig  
Clerk of Court

DISTRICT OF SOUTH CAROLINA  
J. BRATTON DAVIS UNITED STATES BANKRUPTCY COURTHOUSE  
1100 LAUREL STREET  
COLUMBIA, SOUTH CAROLINA 29201-2423

TELEPHONE (803)765-5436  
www.scb.uscourts.gov

April 24, 2012

Julia Osborne  
The Cliffs Club & Hospitality, Inc.  
Claims Processing/BMC Group, Inc.  
18675 East Lake Drive  
Chanhassen MN 55317

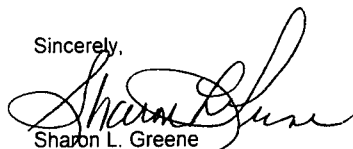
Re: The Cliffs Club & Hospitality Group, Inc.  
C/A No.12-01220-jw

Dear Ms. Osborne,

On March 6, 2012, BMC Group, Inc., was appointed as the claims and noticing agent in the above captioned bankruptcy case pending in the District of South Carolina. Please find enclosed 16 proofs of claim which has been submitted for filing.

If you have any questions, please do not hesitate to contact me at (803) 765-5038.

Sincerely,



Sharon L. Greene  
Public Services Supervisor/Pro Se Coordinator

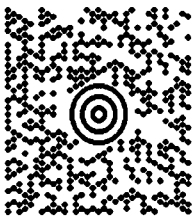

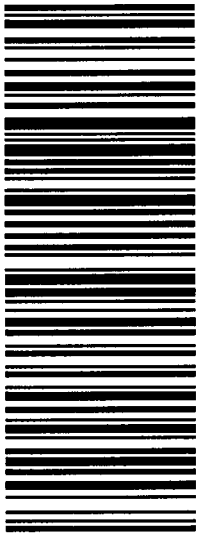

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1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**  
**UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.**  
Find your closest UPS location at: [www.ups.com/dropoff](http://www.ups.com/dropoff)  
Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

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<b>SHIP TO:</b> CLAIMS 803-765-5436 US BANKRUPTCY COURT DIST OF SC 1100 LAUREL STREET COLUMBIA SC 29201-2802		
	<b>SC 292 9-01</b> 	
<b>UPS 2ND DAY AIR</b> 2 TRACKING #: 1Z 8WE 567 02 9889 9219		
		
BILLING: P/P		
Cost Code: 31603		
 CS 141110. WXP070 24-0A 01/2012		

SHIP DATE: 17APR12  
ACTWGT: 1.0 LB MAN  
CAD: 462272/CAFE2511

BILL SENDER

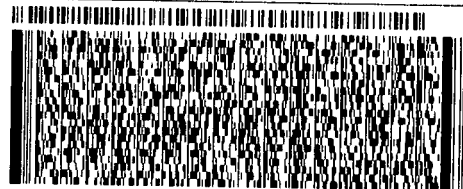
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Part # 156148-434 NBIT V3 10.00 •