

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA		PROOF OF CLAIM
Name of Debtor: THE CLIFFS AT WALNUT COVE GOLF & COUNTRY CLUB LLC	Case Number: 12-01227	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): ED ROBSON, aka EDWARD D. ROBSON, and JANET ROBSON, aka JANET K. ROBSON		
Name and address where notices should be sent: ED ROBSON 7136 SOUTH YALE AVENUE, STE 208 TULSA, OK 74136  Telephone number: (918) 496-8166 email: rpandisst@bellsouth.net and edrgst@sstelco.com		COURT USE ONLY
Name and address where payment should be sent (if different from above):  <div style="text-align: center;">RECEIVED MAY 11 2012 BMC GROUP</div> Telephone number: email:		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>60,000.00</u>		
If all or part of the claim is secured, complete item 4.		
If all or part of the claim is entitled to priority, complete item 5.		
<input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>REFUND OF MEMBERSHIP INITIATION DEPOSIT</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:  0 1 9 7	3a. Debtor may have scheduled account as:  (See instruction #3a)	3b. Uniform Claim Identifier (optional):  (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  Value of Property: \$ _____  Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____  Basis for perfection: _____  Amount of Secured Claim: \$ _____  Amount Unsecured: \$ <u>60,000.00</u>
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).         </div> <div style="width: 30%;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).         </div> <div style="width: 30%;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).         </div> <div style="width: 30%;"> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).         </div> <div style="width: 30%;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).         </div> </div> <div style="text-align: right; margin-top: 10px;">         Amount entitled to priority: \$ _____       </div>		
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		



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

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

If the documents are not available, please explain:

**8. Signature:** (See instruction #8)

Check the appropriate box.

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

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

Print Name: ED ROBSON, aka EDWARD D. ROBSON

Title: JANET ROBSON, aka JANET K. ROBSON

Company: \_\_\_\_\_

Address and telephone number (if different from notice address above): \_\_\_\_\_

Telephone number: \_\_\_\_\_

email: \_\_\_\_\_

(Signature)

(Date)

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

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

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

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**

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

**Creditor's Name and Address:**

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

**1. Amount of Claim as of Date Case Filed:**

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

**2. Basis for Claim:**

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

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

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

**3a. Debtor May Have Scheduled Account As:**

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

**3b. Uniform Claim Identifier:**

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

**4. Secured Claim:**

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

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

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

**6. Credits:**

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

**7. Documents:**

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

**8. Date and Signature:**

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

STATE OF NORTH CAROLINA   )  
  )  
COUNTY OF BUMCOMBE        )

ASSIGNMENT OF WALNUT COVE  
FOUNDER MEMBERSHIP AGREEMENT

THIS AGREEMENT, is entered into this 26<sup>th</sup> day of September, 2002, by and between The Cliffs at Walnut Cove, LLC (hereinafter "Cliffs") and Wade Williford (hereinafter "Williford").

WHEREAS, Cliffs and Williford entered into an agreement for the purchase of property at a project called The Cliffs at Walnut Cove Country Club, a copy of said agreement is attached hereto and marked **Exhibit "A"** (hereinafter "Agreement"); and

WHEREAS, Williford is interested in receiving a return of his non-refundable \$25,000.00 deposit plus interest at the rate of 10.5% per annum from the date said deposit was paid, November 20, 2001; and

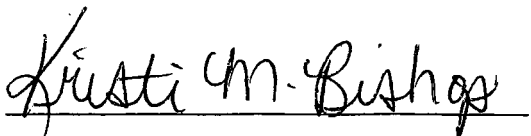
WHEREAS, Cliffs is agreeable to refunding Williford his non-refundable deposit so long as Williford is agreeable to assigning his interest in Agreement and assigning all interest therein to a third party by the name of Ed and Janet Robson (hereinafter "Robson").


NOW, THEREFORE, in consideration of above referenced amounts and other valuable consideration, Cliffs and Williford agree as follows:

1. Williford hereby assigns all his right, title and interest in Agreement to Robson.
2. Cliffs, in exchange for assignment of Williford's Agreement to Robson, hereby simultaneously conveys to Williford the sum of Twenty-Five Thousand and no/100 Dollars (\$25,000.00).
3. Williford hereby releases Cliffs and holds Cliffs harmless for any other obligations thereunder for anything arising out of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above-written.

THE CLIFFS AT WALNUT COVE, LLC

  
\_\_\_\_\_

  
Darrell Whitaker, Authorized Representative

  
\_\_\_\_\_

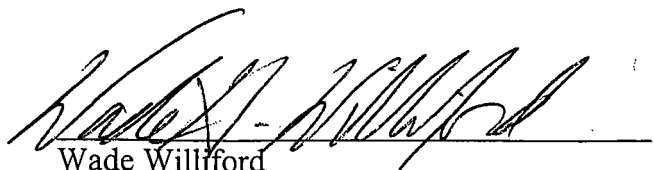
  
Wade Williford

Exhibit "A"

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

Walnut Cove Certificate Holders  
Founder Membership Agreement

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2001 between The Cliffs at Walnut Cove, LLC (hereinafter "Cliffs") and the party whose execution appears hereinbelow (hereinafter "Undersigned") in respect to benefits sought and to be conferred incident to the proposed Cliffs at Walnut Cove Country Club in Asheville, North Carolina. The Undersigned, through deliverance of a deposit heretofore, hereby elects to make application for membership consideration and purchase.

By executing this Agreement, the Undersigned acknowledges and agrees that upon acceptance of this Agreement by the Cliffs, and counter-signature of Cliffs' Club agent approving acceptance below, this instrument shall create a binding contract between the Cliffs and the Undersigned and subject to the following terms and conditions:

1. **Deposit Requirement.** The Undersigned has submitted heretofore a partial initiation deposit which, along with any amounts necessary to meet the required \$25,000.00 balance, shall be delivered no later than midnight November 15, 2001, unless otherwise agreed to by the parties hereto. All deposit funds must be transferred and/or made payable to "Walnut Cove Lawyer's Trust Account" which will be deposited by Jeffrey H. Gray, licensed Attorney ("") whose address is 1710 Highway 11, Landrum, SC 29356, (864) 895-3100 telephone and (864) 895-3113 facsimile (herein "Escrow Agent"). In the event the Undersigned's deposits have not been received timely by Escrow Agent, as referenced above, the Undersigned will not be a participant in the Founder program; however, may reapply at a later date and/or seek a refund of all deposits and Cliffs shall have no duty to the Undersigned, thereafter.

2. **Escrow.** All deposits shall be held in the non-interest bearing escrow account with the Escrow Agent referenced above until official announcement of commencement of the proposed project. All deposit(s) are non-refundable unless the developer is unable to

proceed with the project and, within thirty days of such announcement, Escrow Agent shall return all deposits to Undersigned. Once the Cliffs Development company announces it has all rights to develop the golf course community and have received an approved commencement date, the project will proceed, membership initiation payments deposited with Escrow Agent will be deemed a Cliffs asset and thereafter Escrow Agent will release funds from escrow to Cliffs, as necessary for development of the Club facilities at the Walnut Cove project.

3. **Membership Preference** Upon receipt of the required deposit, the Undersigned's position in the Cliffs Priority Selection Program for membership and lot reservation, will be as previously establish. Undersigned's position in the Priority Selection Program will be preserved until the earlier of (a) Undersigned has selected and closed on a lot or (b) there are no more previously unsold company lots available for sale.

4. **Representation.** The Cliffs at Walnut Cove, LLC represents that there has been no official announcement of commencement of the project. Commencement of construction and official announcement are contingent upon project design, schedules, and finalization of certain regulatory procedures and at the sole discretion of the developer.

5. **Credit Certificate** The Undersigned shall receive a Credit Certificate providing for a Twenty Thousand (\$20,000.00) Dollar discount off the listed price for an initial lot purchase from previously unsold company inventory in the Walnut Cove Community. To redeem the discount certificate will be delivered by Undersigned to Cliffs at time of executing a purchase agreement wherein the contract will provide that the lot purchase price be reduced by \$20,000.00 in consideration of this certificate surrender to Cliffs.

6. **Honorary Cliffs Membership.** At execution of this Agreement, and receipt of the full Twenty Five Thousand (\$25,000.00) Dollars in deposit funds and Cliffs acceptance, an Honorary Social Membership in the Cliffs' existing club facilities will be issued to the undersigned pursuant to the terms set forth on Exhibit "A". In addition,

Members have an option to upgrade to an Interim Member status, the terms and conditions of which are outlined in the attached Exhibit "B".

7. **Mandatory Purchase/Forfeiture** The Undersigned acknowledges that upon full execution and approval by Cliffs, its Club agent and the Undersigned is required to purchase and close upon a lot within the Walnut Cove project for a purchase price not less than \$250,000.00. Undersigned shall also be entitled to purchase a full golf membership at Walnut Cove by tendering the balance due of \$25,000.00 to the Club upon availability of memberships or upon the closing on the lot purchased by Undersigned, providing lot purchased by Undersigned is located within initial offering of company lots. In the event the Undersigned has not acquired a lot in the initial offering of company lots, the Undersigned shall be entitled to purchase a Club membership with the acquisition of a company lot selected in a future phase, at the then prevailing rate that the membership is being offered to the general public less the \$25,000.00 deposit delivered herewith and subject to availability. So long as Cliffs has completed the country club and has provided lots to Undersigned as aforementioned, should Undersigned fail or refuse to complete the purchase of a Walnut Cove lot and membership as referenced hereinabove, then such failure to purchase and close will result in the loss and forfeiture of Undersigned's \$25,000.00 deposit delivered herewith. In order to mitigate its damages, the parties agree that in the event of such failure by the Undersigned to comply with the conditions aforementioned relative to lot purchase and membership purchase, the Escrow Agent upon ten days prior written notice to the parties that Escrow Agent has received a request from Cliffs to release Undersigned from further obligations in exchange for delivery of deposit from Escrow Agent to Cliffs as liquidated damages and unless otherwise agreed to or enjoined, Escrow Agent shall disburse Undersigned's \$25,000.00 deposit to Cliffs. Thereafter, and upon receipt of the \$25,000.00 by Cliffs from Escrow Agent, this Agreement and all benefits, duties and relationships created or arising herefrom shall be deemed void and this Agreement shall be of no further force and effect.

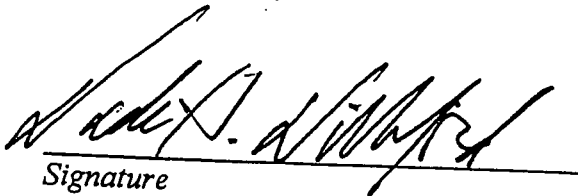
8. **Governing By-laws** All Membership privileges are contingent upon compliance with the Cliffs at Walnut Cove Country Club by-laws, rules and regulations, master membership program, policies and procedures.

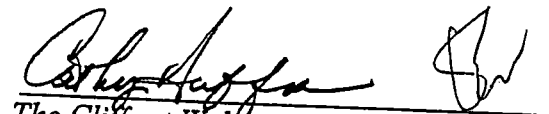
SO AGREED AND ENTERED into by the Undersigned and Cliffs as of the day and year first above-written.

"UNDERSIGNED"

"CLIFFS"

8152

  
Signature

  
The Cliffs at Walnut Cove, LLC  
By: Its Authorized Representative

C. L. & MRS  
Name: WADE WILLIFORD


Address: 

Phone: 

#23,500  
ARDEN NC 28704

FOR CLUB USE ONLY:

APPROVED AND ACCEPTED BY  
CLIFFS GOLF AND COUNTRY CLUB, INC.  
(Agent for The Cliffs at Walnut Cove, LLC)

By:   
Its: Authorized Representative

Date: \_\_\_\_\_

Lot Priority Selection Registration Number: \_\_\_\_\_

EDWARD D. OR JANET K. ROBSON

86-3/1039  
803015487

DATE

Oct. 18, 02

PAY TO THE  
ORDER OF

Walnut Cove Development LLC

\$27,229.45

Twenty Seven thousand two hundred twenty nine dollars

ECHOLON  
GOLD

Shala Duchi

MEMO



CLOSING ATTORNEY:

*S.eryl Williams*

FROM:

Sandra Hyder

DATE:

1/15/03

PROPERTY: CWC

Section: 01 (tbd)

Lot #: 17

Street Address:

County: Buncombe

PURCHASER: Edward D. Robson  
Janet K. Robson

SELLERS: Cliffs at Walnut Cove, LLC

Phone (H):

Phone (H):

(W):

(W):

ANTICIPATED CLOSE DATE:

~~4/1/03~~ 6-6-03

PURCHASE PRICE:

Commission Rate: 10% on:  
Payable to Cliffs Real Estate Inc.

DEPOSIT COLLECTED: 5,000

Additional Deposit Due:

LENDER:

Contact:

Phone:

MEMBERSHIP: made payable to Cliffs Golf and Country Club, Inc. or Keowee Golf & Country Club

Social athletic Membership

\$ 10,000

WC A

\$ 50,000

☒ Included in purchase price, charge to seller.☐ NOT included in purchase price; charge to purchaser.

Prepaid Club Credit - Paid by seller

\$

OTHER CHARGES:

POA Dues \_\_\_\_\_ Prorate

\_\_\_\_\_ Collect

\$750

Working Capital due from Buyer

\$125

Road Escrow due from Seller

\$

Utility Installation Fee of

\$ 1,336 Charge to seller

Sales Agent: \_\_\_\_\_ Tracy Veteto

Appraisal Company: \_\_\_\_\_

Sellers Lender & Account #: ~~CCB~~

NBSC 25% of Net of Membership

1031 Exchange: \_\_\_\_\_

Additional Notes:

\$25,000 Founder Certificate Deposit

(Williford)

Exhibit "B"



# The Cliffs at Walnut Cove

## AGREEMENT

THIS AGREEMENT made by and between The Cliffs at Walnut Cove, LLC, a South Carolina limited liability company authorized to do business in North Carolina, and the below identified prospective purchaser, and when used herein, the terms "you" and "your" will mean the below identified prospective purchaser entering into this Agreement, and "we," "us" and "our" will generally mean The Cliffs at Walnut Cove, LLC, unless the context clearly refers to both the company and the below subscribing prospective purchaser:

NAME: EDWARD D. ROBSON + JANET K. ROBSON

ADDRESS:

[REDACTED]  
[REDACTED], [REDACTED]

TELEPHONE (HOME):

([REDACTED]) [REDACTED]

TELEPHONE (OFFICE):

FAX NUMBER:

([REDACTED]) [REDACTED]

SOC. SECURITY NUMBER:

[REDACTED]

RESERVED LOT

Lot #: 17, Section I

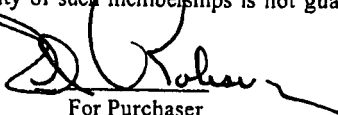
LOT PRICE (the "Purchase Price"): \$ [REDACTED] The Purchase Price may include the membership amounts for either a Walnut Cove A Membership or a Walnut Cove Sports Membership (golf privileges). If you elect to receive it, we'll pay for a Social Athletic Membership for you at no additional cost to you. See the membership check boxes below.

ESCROW DEPOSIT AMOUNT: \$ [REDACTED] (the "Escrow Deposit")

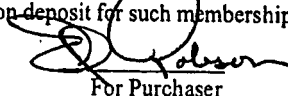
REAL ESTATE AGENT:

TRACY VETETO / TOM CATAFYGIOTU

- ☒ Box #1. YOU ELECT TO RECEIVE A SOCIAL ATHLETIC MEMBERSHIP. YOU WILL NOT BE REQUIRED TO PAY ANY AMOUNT AS AN INITIATION DEPOSIT. If you elect to receive a Social Athletic Membership, by checking the box to the left, we will make an initiation deposit for you in the sum of \$ 10,000; but IF YOU ELECT NOT TO ACQUIRE A SOCIAL ATHLETIC MEMBERSHIP, YOU WILL NOT RECEIVE A CREDIT AGAINST YOUR PURCHASE PRICE. By checking the box to the left and initialing below this paragraph, you acknowledge that you have read Section 4 of Part II below and understand that in order to be eligible for golf privileges under either an A Membership or a Sports Membership, you must acquire a Social Athletic Membership; that the availability of such memberships is not guaranteed, and you do hereby elect to acquire a Social Athletic Membership.

  
For Purchaser

- ☒ Box #2. YOU ELECT TO RECEIVE AN A MEMBERSHIP. DO NOT CHECK UNLESS BOX #1 FOR A SOCIAL ATHLETIC MEMBERSHIP IS CHECKED. THE DEPOSIT FOR AN A MEMBERSHIP IS \$ 50,000 and WILL BE ADDED TO THE COST OF YOUR PROPERTY PURCHASE FROM US. By checking the box to the left and initialing below this paragraph, you acknowledge that you have read Section 4 of Part II below and understand that an A Membership is only guaranteed to be available to you for a period that will end 30 days following your closing, otherwise acquisition is subject to availability, and there is no guarantee that an A Membership will be available if you delay membership acquisition beyond the 30-day period. An A Membership is only guaranteed to an initial lot buyer from our unsold inventory or to the buyer of a re-sale property if his or her seller is the holder of an A Membership, and you understand that means that when you go to sell the Lot and any improvements you construct thereon, your buyer is only guaranteed the ability to get an A Membership if you have one to resign back to the Club (and receive a refund of your initiation deposit) so the Club can immediately re-issue it to your buyer without having to be placed on a waiting list and perhaps never having one become available; and you do hereby elect to acquire an A Membership and direct that the amount of the deposit for an A Membership (stated above) tendered at the Closing as part of the Purchase Price be paid over to the Club as your refundable, initiation deposit for such membership.

  
For Purchaser

- ☐ Box #3. YOU ELECT TO RECEIVE A SPORTS MEMBERSHIP. DO NOT CHECK UNLESS BOX #1 FOR A SOCIAL ATHLETIC MEMBERSHIP IS CHECKED. THE DEPOSIT FOR A SPORTS MEMBERSHIP IS \$ \_\_\_\_\_ and WILL BE ADDED TO THE COST OF YOUR PROPERTY PURCHASE FROM US. By checking the box to the left and initialing below this paragraph, you acknowledge that you have read Section 4 of Part II below and understand that a Sports Membership is subject to availability and that there is no guarantee that a Sports Membership would be available if you delay membership acquisition and later wish to acquire a membership. Unlike an A Membership, a Sports Membership does not confer upon your resale buyer any preference in acquiring membership privileges. You understand that means that when you go to sell the Lot and any improvements you construct thereon, your buyer may only be able to get a membership in the Club if one is then available even though you must resign your membership back to the Club (and receive a refund of your initiation deposit). You do hereby elect to acquire a Sports Membership and direct that the amount of the deposit for a Sports Membership (stated above) tendered at the Closing as part of the Purchase Price be paid over to the Club as your refundable, initiation deposit for such membership.

\_\_\_\_\_  
For Purchaser

- ☐ Box #4. YOU ELECT NOT TO RECEIVE A MEMBERSHIP. By checking the box to the left and initialing below this paragraph, you acknowledge that you have read Section 4 of Part II below, you have elected such Memberships, if any, as you have indicated by checking Box #1, Box #1 and #2, or Box #1 and #3 above; that if you have not checked one or more boxes above, membership in the Club for you or the buyer of your Lot and improvements will be subject to availability, which is not guaranteed.

\_\_\_\_\_  
For Purchaser

### BACKGROUND INFORMATION

WHEREAS, we propose to develop certain residential lots within Walnut Cove, a new planned development in Buncombe County, North Carolina, which we expect to offer for sale only after we have received all necessary governmental approvals, including, but not limited to, a Statement of Record with respect to such lots being made effective by the Office of Interstate Land Sales Registration, U.S. Department of Housing & Urban Development; and

WHEREAS, prior to offering any unregistered lots for sale in Walnut Cove, both of us desire that you be permitted to reserve the opportunity to purchase a lot from among those to be developed by us and to make a fully refundable deposit in escrow to be deposited to the **Long, Parker, Warren & Jones Trust Account** of Long, Parker, Warren & Jones, P.A ("Escrow Agent"); and

WHEREAS, we are willing to afford you the opportunity to purchase the Lot; and

WHEREAS, we are agreeable to allowing you to reserve such opportunity with respect to the Lot; and

WHEREAS, both of us are mindful to enter into an agreement under which you reserve the opportunity to purchase the Lot identified above, and we give you that opportunity to purchase; and

WHEREAS, we are both mindful that our agreement should be set forth in two (2) parts, the first part being the terms and conditions under which you have reserved the opportunity to purchase the Lot, and the second part being the terms and conditions under which we will sell and you will purchase the Lot upon your later exercise of the reserved opportunity to purchase; and

WHEREAS, the Escrow Agent executes this Agreement solely to acknowledge that all refundable deposits delivered by you or in your name will be disbursed in accordance with the terms and conditions hereof.

NOW, THEREFORE, both of us do hereby agree as follows:

### AGREEMENT

#### Part I. Reservation

- A. Reserved Opportunity; Escrow Deposit. You will tender herewith the Escrow Deposit for the reserved opportunity to elect to purchase the Lot on the "Conversion Date," as hereinafter defined, said sum being delivered to the Escrow Agent in cash or check made payable to Long, Parker, Warren & Jones Trust Account. Following our acceptance of this Agreement by our executing it, the Escrow Agent will acknowledge the receipt of the Escrow Deposit, and agree that it will be deposited in a non-interest bearing account and disbursed as provided herein.
- B. Reserved Lot Purchase Opportunity. After we have subdivided the applicable property, and after a Statement of Record with respect to your selected Lot on page 1 has become effective with the Office of Interstate Land Sales Registration, and if this agreement is still in effect and you have not then been refunded the Escrow Deposit following your demand for it or this Agreement is not otherwise then terminated, we will provide you the opportunity to purchase, subject to and in accordance with the following:
  - (i) The "Conversion Date" will take place within seven (7) days following the date the Statement of Record becomes effective with the Office of Interstate Land Sales Registration. On the

Conversion Date, we will offer you the opportunity to elect to purchase the Lot by sending you the items sent forth in Paragraph B(ii) below and you must make the election pursuant to Paragraph B(iii).

- (ii) If you are given the opportunity to elect to purchase the Lot in accordance with Paragraph B, we will deliver to you:
  - (A) our current Property Report made effective by The Department of Housing & Urban Development and incorporating therein the property of which your lot choice is a part; and
  - (B) a form of Election to Purchase, substantially in the same form as is attached hereto as Exhibit A, with all blanks filled in, together with such addenda and enclosures that are prepared by us and are referenced in the Election to Purchase. The Lot number and the Lot's Purchase price shown on page 1 will be inserted into the Election to Purchase, and
  - (C) a form of Authorization and Directions Concerning Escrow Deposit substantially in the same form as is attached hereto as Exhibit B, which will authorize and direct the Escrow Agent to hold the Escrow Deposit as earnest money.

Our delivery of these documents will be made, at our election, by hand delivery or by pre-paid, first-class U.S. mail, but we will not be responsible for your failure to actually receive such offer properly posted to your mailing address.

- (iii) If you wish to purchase the Lot, you will execute and deliver to us or our designated agent by hand delivery or registered mail, return receipt requested, for our receipt within five (5) days following the post mark of our deliveries under Paragraph B(ii):
  - (A) one fully executed Election to Purchase without change to the form thereof submitted by us, other than changes that we have agreed to in advance, in our sole discretion; and
  - (B) one signed Authorization and Directions Concerning Escrow Deposit authorizing and directing the Escrow Agent to hold or disburse the Escrow Deposit as an earnest money deposit under Part II of this Agreement, and
  - (C) the last page of the Property Report entitled, "RECEIPT, AGENT CERTIFICATION, AND CANCELLATION PAGE," signed by you in the PURCHASER RECEIPT section immediately above the signed AGENT CERTIFICATION.
- (iv) Upon our receipt of the executed documents listed in Paragraph B(iii) within the period provided, and if all the documents are completed properly without change or addition, we will accept your Election to Purchase by countersignature thereto, and all terms and provisions set forth in the signed Election to Purchase will be deemed incorporated herein by this reference and will become a part of this Agreement as if set forth fully herein.
- (v) After our acceptance and countersignature to the Election to Purchase, we will deliver a copy to you and a copy and the signed original of the Authorization and Directions Concerning Escrow Deposit to the Escrow Agent, who will then hold or disburse the Escrow Deposit, together with the additional deposit made with the execution of the Election to Purchase, if we have required any additional deposit, as an earnest money deposit pursuant to the terms of Part II of this Agreement.

- C. Reservation Termination. This Agreement will terminate and expire and the Escrow Deposit will be returned to you upon the first to occur of the following:
- (i) The receipt by the Escrow Agent and us of a duly executed Demand for Refund from you, substantially in the form of Exhibit C attached hereto, which Demand for Refund specifically releases all of your interest the Lot listed on page 1 hereof;
  - (ii) The receipt by the Escrow Agent of notice from us that you have failed to elect to purchase the Lot after being given the opportunity to do so in accordance with the provisions of Paragraph B(ii), or
  - (iii) The expiration of six (6) months from the date of this Agreement.
- D. Non-binding Agreement. You have no obligation to purchase any property hereunder unless and until an original Election to Purchase has been executed by both of us and you have delivered to us the other signed documents required pursuant to the terms and conditions of Paragraph B(iii).
- E. Your Acknowledgment That There is No HUD Property Report. You acknowledge and agree that no Property Report or similar document relating to the Lot you listed on page 1 hereof has been or will be given to you in connection with the execution of this Agreement, and you understand that at this time there is no effective Property Report with respect to the subdivision of which your selected Lot is to be developed within Walnut Cove, and that you will not receive one unless and until one is delivered to you with the form of Election to Purchase.
- F. Deliveries and Notices. Except as otherwise provided herein, deliveries and any notice or other communication provided for in this Agreement will be given in writing and delivered by personal delivery or by registered or certified mail, first class postage prepaid. Any notice mailed in accordance with this Section will be deemed received upon actual receipt thereof or after the expiration of five (5) days, whichever is earlier. Notice will be addressed as follows:

If to us:

The Cliffs at Walnut Cove, LLC  
301 Beaver Dam Road  
Travelers Rest, SC 29690  
Attention: Darrell Whitaker

If to the Escrow Agent:

Long, Parker, Warren & Jones, P.A.  
14 South Pack Square, Suite 600  
Asheville, NC 28802  
Attention: Ronald D. Brondyke, Esq.

If to you:

As set forth on page 1 of this Agreement

Part II.  
Purchase and Sale

If this Agreement has not terminated pursuant to Paragraph C of Part I and you have elected and we have accepted your Election to Purchase and the other required documents pursuant to Paragraph B of Part I, then the rights and obligations of both of us following such Election to Purchase will then, but only then, be determined with reference to the terms and conditions set forth in this Part II.

1. The Purchase Price. You will pay a sum equal to the Purchase Price of your selected Lot on page 1 hereof and as set forth in your Election to Purchase.

1.1 Earnest Money Deposit. You will deliver in cash or check made payable to the closing attorney, who will be identified by us in the Authorization and Directions Concerning Escrow Deposit to be executed by you when you sign your Election to Purchase, such additional amount as is required pursuant to Paragraph 1(b) of your Election to Purchase; and upon delivery to the Escrow Agent of a copy of a signed original of your Election to Purchase and an original of your signed Authorization and Directions Concerning Escrow Deposit, the Escrow Agent will hold or disburse the Escrow Deposit and the additional deposit to be made with the execution of your Election to Purchase pursuant to Paragraph 1(b) thereof, if any, as an earnest money deposit, to be further disbursed at the Closing in accordance with this Part II. In the event of a termination of this Agreement under this Part II, except in the event of your default (in which event the said earnest money will be paid over to us as herein provided), all of the deposits will be refunded to you without interest.

1.2 Payments at Closing. The Purchase Price, together with all of your Closing costs, prepaids, and Closing escrow deposits, less the sum of your earnest money deposit, will be paid by you in cash or by certified, collected funds at the Closing hereinafter referred to.

2. Financing.

2.1 Your Responsibility. You will be responsible for obtaining desired financing for the purchase of the Lot. By suggesting a source of financing and/or providing the application for such financing, we will not be deemed to have assumed any responsibility for obtaining such financing for you or to represent or warrant that such financing will be available to you.

2.2 Financing Contingency. If you have indicated on your Election to Purchase that this Agreement is contingent upon your securing institutional financing in an amount not less than that percentage of the Purchase Price indicated on your Election to Purchase, at market interest rate and terms, you agree to make all reasonable efforts to secure such financing. You agree that within seven (7) days from the date of your execution of the Election to Purchase, you will, in order to obtain a loan commitment, in good faith complete and submit required application forms to a lending institution or mortgage company (hereinafter "Lender") of your choice (making available all pertinent information as may be required or requested by the Lender) and execute all documents necessary to enable the Lender to verify the information provided by you. You hereby authorize the Lender to furnish any of the supplied information to us if the Lender refuses to make you a loan in order that we may, at our option, aid you in obtaining financing. You hereby agree to inform us of the name and address of your Lender and the date of application and to keep us timely informed of the acceptance or rejection of your financing application.

2.3 Failure to Secure Lender Commitment. If we do not receive a copy of a loan commitment letter in favor of you which meets the requirements of this Agreement within twenty (20) days following the date of your execution of the Election to Purchase, then at any time until we do receive the same, we will have the right to terminate this Agreement; and in such event, the earnest money deposit will be promptly returned to you; provided, however, that if you are then in default hereunder, no refund will be due you and we may pursue all remedies available to us hereunder. If you are unable to secure a loan commitment after making reasonable efforts as required by this Agreement, and you are not in default hereunder, you may terminate this Agreement and receive a refund of the earnest money deposit.

2.4 Documented Ability to Close. Upon our request, you shall provide us a copy of a financing commitment, or bank reference of your financial capability to close the Lot without a financing contingency. You shall deliver such requested information within ten (10) business days following our written request therefor. Upon your failure to provide such requested information, or to provide such supplemental information thereto as

we shall reasonably require to satisfy ourselves, as well as our development lenders, of your financial capability to Close as herein provided, we shall have the right at any time thereafter to declare this Agreement null and void and to refund, without interest, all money held as an earnest money deposit hereunder.

3. The Walnut Cove Declaration.

3.1 Walnut Cove Property Owners Association. The Lot will be conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Walnut Cove recorded, or to be recorded, in the Office of Register of Deeds for Buncombe County, as the same may be amended from time to time (the "Walnut Cove Declaration"), which includes the obligation that you pay regular and special assessments when levied for the common facilities and services of the Walnut Cove Owners' Association, Inc. (the "Walnut Cove Association") commencing with the date we convey title to the Lot. The amount of the annual assessment will be set, and may be increased each year, by the Board of Directors of the Walnut Cove Association, as set forth in the Walnut Cove Declaration. We as Declarant reserve the right to modify the Walnut Cove Declaration, as well as the Articles of Incorporation and Bylaws of the Walnut Cove Association, in any manner provided in those documents. You hereby acknowledge having received a copy of the recorded or current draft Walnut Cove Declaration, with appended Bylaws of the Walnut Cove Association. You acknowledge that the Walnut Cove Declaration and appended Bylaws may be changed prior to the Closing, and such changes or amendments shall not affect the rights and liabilities of either of us, or be a cause or reason for termination or revision of this Agreement. Furthermore, you acknowledge that the Walnut Cove Declaration allows us to add other property to Walnut Cove by supplemental declaration to the Walnut Cove Declaration, but that we are under no obligation to do so and the Walnut Cove project may not include any other properties than those in the subdivision of which yours is a part and the other properties currently subject to the Walnut Cove Declaration.

3.2 Architectural Review. You hereby acknowledge that any improvement to your Lot, including landscape improvements, will be subject to the architectural guidelines established, from time to time, pursuant to the Walnut Cove Declaration, and the prior written approval thereof by the architectural review committee (the "ARC") established thereunder. We have no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. You and your builder will be solely responsible for the completion of construction of all improvements on your Lot and for proper drainage during and after house construction. You will be responsible for paying a \$1,000 fee to the ARC for review of construction and design plans, approval of which is a condition of construction activity, including land disturbance. You or your contractor will also be responsible for posting a minimum bond of \$2,500 prior to commencing construction. You further hereby acknowledge receiving a copy of the Walnut Cove Design and Construction Guidelines.

3.3 Construction of Residence. You also acknowledge that the Walnut Cove Declaration requires the completion of construction of your residence within 18 months following construction commencement, and a minimum of 2,600 square feet of heated space overall, 2,000 of which is the minimum square feet of conditioned space required on the first floor alone.

3.4 Septic System. You will be responsible for installing and maintaining a septic tank system on the Lot when a dwelling is built on it. You will be required to make all arrangements for the permitting, governmental approval and installation of a septic tank system. In the event the Lot has not been previously tested and approved by the Buncombe County Health Department for the installation of an individual sewage disposal system, and if we are then not able to resolve the issue within sixty (60) days following notice thereof, we will refund to you the Purchase Price and you will convey the Lot back to us, and thereafter, each of us will be fully released from any further liability to the other.

4. The Golf & Country Club. You hereby acknowledge the plan of development for Cliffs At Walnut Cove includes the construction and operation of a commercial, private golf and country club facility within the



boundaries of Cliffs At Walnut Cove (sometimes hereinafter, the "Club"). You further acknowledge that the Club's recreational facilities are, or when construction is completed will be, owned by us or by a related or an unrelated third party as a commercial business, and not as a non-profit enterprise, that you will have a license to use the facilities as herein described if you acquire a membership to do so, and that neither you nor any property owner association of which you may be a member has or will receive any ownership interest in the Club's facilities by virtue of your acquisition of the Lot or membership in any such property owner association. The Club may, but will not be required to, add additional recreational facilities in the future. The Club operates and offers membership opportunities pursuant to a published membership plan, which the Club may supplement, amend, delete and change in its sole discretion at any time. If you wish to become a member, you should take the time to read the entire membership plan prior to acquiring a membership.

4.1 Social Athletic Membership. If you have elected to receive a Social Athletic Membership by checking Box #1 on page 1 of this Addendum, then at the Closing, we will, on your behalf, deposit with the Club the required deposit for a Social Athletic Membership stated in the Box #1 paragraph, and you will be issued a Social Athletic Membership in the Club. Your monthly membership dues will commence with the issuance of the membership to you, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time.

4.2 Golf Membership. The ability to acquire permanent golf privileges is reserved for Social Athletic members who elect to acquire either an A or Sports, golf membership. Acquisition of an A membership is subject to availability at the time you may wish to acquire one, but is guaranteed to be available to individuals who are purchasing previously unsold inventory from us (and the A Membership is acquired within thirty (30) days following the intended club member's closing with us) or is being acquired by the buyer of a re-sale property from a seller who is the holder of an A Membership (and the A Membership is acquired at the intended club member's re-sale closing on his Cliffs property). If you want the buyer of your Cliffs At Walnut Cove property in a re-sale transaction to be guaranteed the ability to acquire an A membership, following your membership resignation and the Club's re-issuance of the resigned membership to your buyer pursuant to the requirements of the Club's membership plan, you will need to acquire the A Membership, and if you delay acquisition beyond the thirty (30) -day period, we cannot guarantee an A Membership's availability when you do elect to acquire one. All golf memberships are subject to availability at all times as determined by the Club. If you have elected to receive an A Membership by checking Box #2 on page 1, then at the Closing, we will, on your behalf, deposit with the Club the required deposit for an A Membership stated in the Box #2 paragraph, and you will be issued an A Membership in the Club. Your monthly membership dues will commence with the issuance of the membership to you, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time.

4.3 Sports Membership. As indicated in Section 4.2 above, the ability to acquire permanent golf privileges in the Club is reserved for Social Athletic members who elect to purchase either an A or Sports, golf membership. Acquisition of a Sports Membership is subject to availability at the time you may wish to acquire one, and holding a Sports Membership does not confer upon any resale buyer of your Lot and improvements any preference in acquiring membership privileges. That means the buyer of your At Walnut Cove property in a re-sale transaction may only acquire membership privileges if then available, even though you will have to resign your Sports Membership when you sell. If you delay acquisition of a Sports Membership, we cannot guarantee one will be available to you when you do elect to acquire it. All golf memberships are subject to availability at all times as determined by the Club. If you have elected to receive a Sports Membership by checking Box #3 on page 2 hereof, then at the Closing, we will, on your behalf, deposit with the Club the required deposit for a Sports Membership stated in the Box #3 paragraph, and you will be issued a Sports Membership in the Club. Your monthly membership dues will commence with the issuance of the membership to you, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent

upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time.

4.4 Club's Membership Plan. The governing documents of the Club require that upon resale of your Lot, all of your memberships in the Club must be resigned. When you sell your Lot, and so long as you are a Club member in good standing, you will be entitled to a refund equal to one hundred percent (100%) of the initiation deposit you made for memberships in the Club. In addition, if the buyer of your Lot and improvements wishes a membership, he or she will have to acquire a membership directly from the Club at the then prevailing rates for the membership desired, and subject to availability and the rules and regulations of the Club. The membership deposit that your buyer makes for the issuance of a membership may be more or less than the deposit you made. As previously indicated, an A membership is not guaranteed to be available to your buyer if you do not acquire an A Membership within 30 days following your Closing. See Section 4.2 above.

5. Completion of Infrastructure Improvements.

5.1 Completion of Infrastructure. We agree to provide roads and water, electrical and telephone services as outlined in the Department of Housing & Urban Development ("HUD") Property Report in effect at the date of execution of your Election to Purchase, which, upon execution, is deemed incorporated herein and made a part hereof by this reference, or 60 days following the date when you notify us that you have received a Certificate of Occupancy for the residence constructed on your Lot, whichever date occurs first. For purposes of your rights under the HUD NOTICE located above your signature on your Election to Purchase, the date of signing your contract will be deemed the date your Election to Purchase is executed by you. Our obligation to complete the roads, water service, and electrical and telephone services within the time provided in the HUD Property Report is subject only to circumstances beyond our control, such as acts of God, strikes, material shortages and other occurrences which are sufficient to constitute impossibility of performance under North Carolina law. In the event of such occurrences, we will proceed to completion within a reasonable time after the abatement of the event causing delay. If such infrastructure is incomplete, then as part of the approval by Buncombe County to record the plat by which we will convey your Lot to you, we will post a cash or surety bond or an irrevocable letter of credit issued on our behalf to Buncombe County, North Carolina guaranteeing the completion of said described construction items. We reserve the right to furnish to you temporary easements for ingress and egress during development, and upon completion of permanent roads or rights-of-way providing ingress and egress, the temporary easements will automatically expire. The paved roads to your Lot will be maintained by and at the cost of the Walnut Cove Association when completed by us.

(a) Installation of Infrastructure. When we talk about completing the installation of roads and water service, as well as the installation of electrical and telephone services, we covenant these utilities and improvements will be brought to the boundary of your Lot, not within your Lot lines to your home. Therefore, all costs to connect such utilities or improvements to your home will be your sole obligation, and the electric utility company charges a set-up fee in conjunction with setting utility meters.

5.2 Completion of Other Infrastructure; Conveyance or Turnover to Walnut Cove Owner's Association. In addition to the infrastructure we are obligated to complete, as provided in Section 5.1 above, we agree to complete construction of approximately seven to eight miles of roads constructed to North Carolina Department of Transportation standards; drainage systems, including approximately three lakes; water system storage tanks and water delivery booster stations, as well as pipes leading to your Lot; main electrical power feeds and natural gas supply lines to the project, which will allow those public utilities serving your Lot to extend service to your Lot; postal service delivery structures, manned and unmanned gate houses accessing the project; approximately two miles of hiking and nature trails; and landscaping thereto and thereon. The utility facilities will be turned over to the applicable utility company upon completion of construction and issuance of operating permits therefor, if any, and the constructed roads, drainage and lakes, gates and gatehouses, hiking and nature trails, postal service delivery structures and landscaping described in this Section 5.2 will be conveyed or turned

over to the Walnut Cove Owners' Association on or before the expiration of two years from completion of construction, as set forth in the Walnut Cove Declaration; provided, however, the obligation for maintenance, repair and replacement of Walnut Cove Association Common Areas will become the responsibility of the Walnut Cove Association and its Members the date all required certificates or permits of occupancy or use are issued therefor, or the date such improvements may be used in the manner and for the purposes for which they are constructed, whichever is earlier.

6. Closing The sale and purchase contemplated by this Agreement will be closed by delivery to you of a properly executed and acknowledged general warranty deed, in proper, recordable form, in exchange for payment to us of the Purchase Price as hereinabove provided. Notwithstanding any provisions herein to the contrary, the legal description for your Lot will be in accordance with and based upon the approved, bonded plat for the subdivision of which the Lot is a part (the "Plat"), whose metes and bounds description, as well as easements, conditions and restrictions shown thereon, shall be substantially the same as those appearing in the Buncombe County approved Preliminary Plat upon which your Lot appears.

6.1 Deed to Lot. The warranty deed will convey to you a good and marketable or insurable (at regular rates), fee simple title to the Lot subject to matters of record, including, but not limited to, the following:

- (a) Taxes and assessments not yet due.
- (b) All special easements, restrictions and conditions shown and noted on the Plat of the Lot.
- (c) Licenses and easements for utilities serving the Lot.
- (d) The Walnut Cove Declaration and the Bylaws of the Walnut Cove Association.
- (e) Covenant that the Lot and any improvement thereon shall not be used for or subject to any type of time share plan or similar type of ownership under North Carolina law, or used as part of any time share exchange program or is made available as an accommodation for prospects to purchase a time share plan interest at any location.
- (f) Zoning ordinances of Buncombe County, North Carolina.
- (g) Any and all other easements, rights-of-way, restrictive or utility easements, restrictions, covenants, affirmative obligations and conditions of record.

If a title insurance company which is a member of the American Land Title Association will issue a binder to issue an owner's title insurance policy at your expense insuring the title to the Lot at regular rates in an amount equal to the Purchase Price (which owner's title insurance policy will have as exceptions only standard exceptions and those exceptions as are herein agreed upon and set forth), we will be deemed to be able to convey a marketable title in fee simple. If, at the Closing, we cannot deliver a general warranty deed to the Lot subject to the exceptions above, we will have the right to extend the Closing for an additional thirty (30) days to comply with the terms of the title policy.

6.2 Closing Date and Time. Closing will be conducted in the manner provided hereinafter, the later of the expiration of thirty (30) days following your execution of your Election to Purchase, at a time and place selected by us.

6.3 Closing, Location and Attorney. Closing of this transaction will take place at the offices of either the Escrow Agent or the closing attorney, as identified in your signed Authorization and Directions Concerning Escrow Deposit, or such other place as may be designated by us within thirty (30) days following your signing the Election to Purchase. Tender of the deed by us and the performance of your requirements will be made at said

place. In no event will delivery of the deed exceed one hundred eighty (180) days from the date of your execution of the Election to Purchase, upon compliance with the terms of this Agreement. The Closing may take place in escrow. You will not be required to attend the Closing, but may, instead, participate by making all deliveries required to be made by you by mail to the Closing attorney prior to the Closing date, provided that all funds to be received from you on the Closing date, whether in person or by mail, must be in cash or certified, collected funds.

6.4 Closing Costs and Prepaid Items. We will pay for the preparation of the deed and the deed transfer fee required to record the deed, and our own attorney's fees. You shall pay for any and all other Closing costs, including but not limited to, loan service and origination fees, credit report and underwriting fees, appraisal expenses, recording fees, prepaid items, and title insurance premiums, and your own attorney's fees. Assessments and a two-months, working capital contributions shall also be due and payable by you under the Walnut Cove Declaration, the amounts of which are or will be set forth in your Election to Purchase.

(a) Prorations at Closing. Taxes and assessments shall be prorated between us as of the date of closing, based upon information then available. Both of us agree to adjust any such prorations following the Closing, as may be required by receipt of final bills therefor.

7. Defaults.

7.1 Default by You. In the event you default in the performance of any of your obligations pursuant to this Agreement and we are not in default, we will have the right to specifically enforce this Agreement according to its terms and/or to pursue any and all other remedies available to us at law or in equity, or we will, at our election, be released from any further obligations to you pursuant to this Agreement and in such event will be entitled to retain the Earnest Money Deposit as agreed liquidated damages, it being the intention and agreement of the two of us that the amount of such Earnest Money Deposit will act as a fair measure of compensation for actual damages incurred by us as a result of your default. However, notwithstanding the provisions of this Section 7.1, we expressly agree that we will give you written notification of your default or breach of contract and the opportunity to correct the default or breach within twenty (20) days following the receipt of our notice

7.2 Default by Us. If we default in the performance of any of our obligations as set forth in this Agreement and such default is not cured within twenty (20) days after written notice of default is given to us by you, your sole remedy will be to rescind this Agreement and receive the immediate return of your Earnest Money Deposit, pay you your reasonable attorney's fees for any title examination by your attorney and for such other reasonable closing expenses which we agree, in our sole discretion, to pay; provided, however, that in the event of a nonmaterial breach of any term or condition of this Agreement, your remedies will not include termination of this Agreement.

8. Real Estate Commission. It is understood that we have by separate agreement appointed Cliffs Real Estate, Inc. as the exclusive real estate agent for sales of Lots within Walnut Cove. You warrant and represent that, except as set forth on Page 1 hereof to the contrary, you have not dealt with any other real estate agent who may be entitled to claim a real estate commission in this transaction.

9. Miscellaneous.

9.1 Our Reserved Easements. You acknowledge that we reserve the right to grant and/or reserve, in our reasonable discretion, various easements for ingress and egress, maintenance and use on and over the Lot and the remainder of the Walnut Cove development. No such easement will materially reduce the value or the usefulness of your Lot. Furthermore, your Lot is subject to front, rear and side lot line easements shown on the Plat and/or set forth in the Walnut Cove Declaration, which also constitute construction setback limits

9.2 Our Adjacent Development. Except as otherwise provided herein and notwithstanding any statements contained in this Agreement or otherwise to the contrary, we do not warrant in any manner whatsoever the development of any other properties which are owned by us in Buncombe County, North Carolina, whether or not in the general vicinity of your Lot, and we reserve the right to develop such properties, if developed, in any manner whatsoever without interference from you or any subsequent grantee of your Lot, notwithstanding any plans and schemes which may have been brought to your attention through public zoning hearings, documents filed for zoning purposes, public or private showings or proposed or preliminary development plans or references therein in any recorded covenants. There is no assurance that any facilities or amenities shown for planning or proposed development purposes will ever be constructed, except only those which we herein covenant to complete or which are disclosed to be completed in the HUD Property Report for the Lot.

9.3 Periodic Charges and Costs. By owning the Lot, you acknowledge that you will be liable for the periodic assessment and service charges levied by public authorities and utilities, the monthly and/or annual assessments of the Walnut Cove Association, and any special assessments assessed by it. Failure to pay such assessments and charges when due may result in the imposition of liens against your Lot. You hereby acknowledge that natural gas service is provided by PSNC Energy, and that water service is provided by the City of Asheville, and that by owning your Lot, you will be liable to the applicable service provider for the payment of tap fees and user fees for the utility's service, in amounts applicable at the time of payment, which are subject to change.

9.4 Unit Investment, Rental and Resale.

(a) You acknowledge and agree that the Lot has not been marketed with emphasis on the future economic benefits to you from our development or managerial efforts or those of any other party arranged for or introduced to you by us. In addition, the Lot has not been marketed with required or guaranteed resale arrangements or other similar services whereby emphasis was placed on the economic benefits to be derived by you from our resale efforts or those of any party arranged for or introduced to you by us.

(b) You acknowledge and agree that we have not offered to sell the Lot and any improvement thereon in connection with rental pool arrangements or other contractual agreements such as guarantees of minimum rentals, requirements that the Lot and its improvements be held available for rental for any portion of the year, requirements that an exclusive rental agency be used, or requirements that otherwise materially restrict occupancy, use or rental of the Lot and its improvements. Furthermore, you acknowledge that we have not promised, suggested, or indicated in any way that you will receive any rental income or any other economic benefit whatsoever as a result of your ownership of the Lot and the improvements thereon.

(c) If you elect to rent or sell your Lot, it is understood and acknowledged by you that you may handle the rental or resale of your Lot or you may contract with any real estate agency of your choice.

9.5 AS IS Condition. You hereby acknowledge that you have inspected the Lot prior to signing this Agreement, and hereby agree that, except as otherwise provided herein, you are purchasing and we are selling the Lot in an "AS IS" condition.

9.6 Time Is of the Essence. It is expressly understood and agreed that TIME IS OF THE ESSENCE as to all obligations hereunder, including your obligation to obtain a mortgage commitment and provide the Lender with all information requested as may be applicable under your Election to Purchase.

9.7 Entire Agreement. Both of us further covenant and agree that this written instrument expresses the entire agreement between us and that there is no other agreement, oral or otherwise, varying or modifying the terms of this Agreement.

9.8 Modification of Agreement. Except for the completion and execution of your Election to Purchase, this Agreement may not be otherwise changed or modified, absent some subsequent written instrument executed by both of us.

9.9 Interpretation Presumption. Both of us represent and warrant to one another that each of us has, by counsel or otherwise, actively participated in this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each of us hereby waives the doctrine that an ambiguity should be interpreted against the party that has drafted the document.

9.10 Binding Effect; Assignment. This Agreement is binding upon our respective heirs, devisees, personal representatives, successors and assigns; provided however, this Agreement and any of your rights hereunder may not be assigned by you. Any of our successors will only be obligated to accept our duties and obligations to the extent set forth in a successor's written consent, duly recorded in Buncombe County.

9.11 Resale Or Exchange Of Property. We have no program or provision for the sale or exchange of any Lots in Walnut Cove. There is no program, which assures that you will be able to exchange the Lot for other property.

9.12 Unenforceable Provisions. Should any provision of this Agreement be void or become unenforceable at law or in equity, the remaining provisions will remain in full force and effect and will not in any manner be thereby affected or impaired.

9.13 Survival This Agreement and all the terms and conditions hereof will survive the Closing of the transaction contemplated hereby and will thereafter continue to bind the parties to this Agreement.

9.14 Effective Date. This Agreement will become effective the last date executed by both of us.

9.15 Counterpart Execution of Agreement. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of enough of such copies to reflect the signature of each party. For purposes of this Agreement, a telecopy of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopy shall also deliver an original, executed counterpart of this Agreement, but the failure to deliver an original, executed counterpart shall not affect the validity of this Agreement. This Agreement may also be executed in two or more counterparts, each of which shall be deemed an original; but for purposes of proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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NOTE

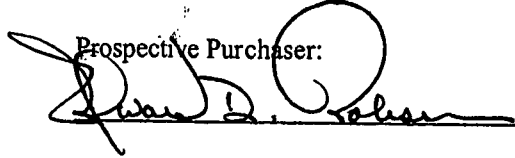
This is a legally binding contract. Please read each of the foregoing pages carefully and be sure each blank has been filled in.



WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

Prospective Purchaser:

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

December 24 2002  
Month Day Year

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THE UNDERSIGNED LONG, PARKER, WARREN & JONES, P.A EXECUTES THIS AGREEMENT SOLELY TO ACKNOWLEDGE RECEIPT OF THE PROSPECTIVE PURCHASER'S ESCROW DEPOSIT IDENTIFIED ON PAGE 1 HEREOF, AND TO ACKNOWLEDGE THE UNDERSIGNED'S AGREEMENT TO HOLD AND DISBURSE THE SAID ESCROW DEPOSIT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

WITNESS:

Nancy R. Cable  
\_\_\_\_\_

Escrow Agent:

LONG, PARKER, WARREN & JONES, P.A

By: Paul D. Budyke

Its: \_\_\_\_\_

12      23      2002  
Month      Day      Year

Lot 17

Robson



Jan 08 03 04:08p

p. 4

WITNESS:

Sandra Hyde

\_\_\_\_\_

Company:

The Cliffs at Walnut Cove, LLC

By Cliff E. Ewert

Its: CO

1 17 03  
Month Day Year

[Remainder of Page Purposely Left Blank]

WC Lot 17  
Robson

C-16

A.  
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  
**SETTLEMENT STATEMENT**

B T OF LOAN				
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
6. FILE NUMBER			7. LOAN NUMBER	
8. MORTGAGE INS CASE NUMBER				

C. **NOTE:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.  
1.0 3/98 (ROBSON EDWARD LOT 17.PFD/29179.002/13)

D. NAME AND ADDRESS OF BUYER  Edward D. Robson, Trustee of the Edward D. Robson Trust	E. NAME AND ADDRESS OF SELLER  The Cliffs at Walnut Cove, LLC	F. NAME AND ADDRESS OF LENDER
G. PROPERTY LOCATION Lot 17, Sec. 1, The Cliffs at Walnut Cove Arden, NC 28704 Buncombe County, North Carolina	H. SETTLEMENT AGENT 58-1476351 Roberts & Stevens, PA  PLACE OF SETTLEMENT 1100 BB&T Building Asheville, NC 28801	I. SETTLEMENT DATE  November 2, 2004

J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BUYER:</b>		<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	3,102.00	403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/town taxes to		406. City/town taxes to	
107. County taxes 11/02/04 to 01/01/05	2,044.11	407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BUYER</b>		<b>420. GROSS AMOUNT DUE TO SELLER</b>	
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
201. Deposit or earnest money	5,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	215,593.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage/POC	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208. Note Credit		508. Note Credit	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes 01/01/04 to 11/02/04	10,424.95
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	

Exhibit "D"

217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BUYER		520. TOTAL REDUCT. AMT DUE SELLER	
300. CASH AT SETTLEMENT FROM/TO BUYER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Buyer (Line 120)		601. Gross Amount Due To Seller (Line 420)	
302. Less Amount Paid By/For Buyer (Line 220)	( )	602. Less Reductions Due Seller (Line 620)	( )
303. CASH ( X FROM ) ( TO ) BUYER	146.11	603. CASH ( TO ) ( X FROM ) SELLER	228,017.9

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer

INITIALS:                     

Seller

INITIALS:                     

MUD-1 (2-88) RESPA, HR43052

218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BUYER		520. TOTAL REDUCT. AMT DUE SELLER	
300. CASH AT SETTLEMENT FROM/TO BUYER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Buyer (Line 120)		601. Gross Amount Due To Seller (Line 420)	
302. Less Amount Paid By/For Buyer (Line 220)	( )	602. Less Reductions Due Seller (Line 520)	( )
303. CASH ( X FROM ) ( TO ) BUYER	148.11	603. CASH ( TO ) ( X FROM ) SELLER	226,017.95

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

Buyer

INITIALS: \_\_\_\_\_

Seller

INITIALS: \_\_\_\_\_

*RDR*

HUD-1 (3-88) RESPA, HB4305.2

**L. SETTLEMENT CHARGES**

700. TOTAL COMMISSION Based on Price		\$	@	6.0000 %	150,000.00		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:								
701.	\$ 150,000.00	to	Cliffs Real Estate, Inc.					
702.	\$	to						
703.	Commission Paid at Settlement							150,000.00
704.		to						
<b>100. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>								
101.	Loan Origination Fee	%	to					
102.	Loan Discount	%	to					
103.	Appraisal Fee		to					
104.	Credit Report		to					
105.	Tax Service Fee		to					
106.	Application Fee - PMI		to					
107.	Assumption Fee		to					
108.								
109.								
110.								
111.								
<b>100. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>								
101.	Interest From	to	@ \$	/day (	days	%)		
102.	Mortgage Insurance Premium		months					
103.	Hazard Insurance Premium		1.0 years				POCb	
104.								
105.								
<b>000. RESERVES DEPOSITED WITH LENDER</b>								
001.	Hazard Insurance	months @ \$		per month				
002.	Mortgage Insurance	months @ \$		per month				
003.	City/town taxes	months @ \$		per month				
004.	County taxes	months @ \$		per month				
005.	Assessments	months @ \$		per month				
006.		months @ \$		per month				
007.		months @ \$		per month				
008.	Aggregate Adjustment	months @ \$		per month				
<b>100. TITLE CHARGES</b>								
101.	Settlement or Closing Fee		to					
102.	Abstract or Title Search		to					
103.	Title Examination		to					
104.	Title Insurance Binder		to					
105.	Document Preparation		to Long Parker Warren & Jones, P.A.					195.00
106.	Payoff Coordination Fee		to Long Parker Warren & Jones, P.A.					100.00
107.	Attorney's Fees		to Roberts & Stevens, PA				1,700.00	
(includes above item numbers: Limited Search from Title Policy						)		
108.	Title Insurance		to Heritage Title, LLC				1,220.00	
(includes above item numbers:						)		
109.	Lender's Coverage	\$						
110.	Owner's Coverage	\$						
111.	Copy/Fax/LD/Delivery		to Roberts & Stevens, PA				40.00	
112.	Overnight/Delivery							
113.	Obtain/Cancel Deed/Trust							
<b>200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>								
201.	Recording Fees: Deed \$	17.00; Mortgage \$		Releases \$			17.00	
202.	City/County Tax/Stamps: Deed			Mortgage				
203.	State Tax/Stamps: Revenue Stamps	3,920.00; Mortgage						3,920.00

1205. Record Release Deed	to Registrar of Deeds		17.00
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>			
1301. Survey	to	WAIVED	
1302. Pest Inspection	to		
1303. Working Capital	to Walnut Cove Owner's Association		125.00
1304. Association Dues	Walnut Cove Owner's Association	POCs	
1305. See addit'l disb. exhibit	to		61,361.00
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>			<b>3,102.00</b>
			<b>215,593.00</b>

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement

Certified True Copy

  
Robert S. Stevens, PA  
Settlement Agent

( 29179.002 / 29179.002 / 13 )

**ADDITIONAL DISBURSEMENTS EXHIBIT**

**Buyer:** Edward D. Robson, Trustee of the Edward D. Robson Trust  
**Seller:** The Cliffs at Walnut Cove, LLC  
**Settlement Agent:** Roberts & Stevens, PA  
(828)252-6600  
**Place of Settlement:** 1100 BB&T Building  
Asheville, NC 28601  
**Settlement Date:** November 2, 2004  
**Property Location:** Lot 17, Sec. 1, The Cliffs at Walnut Cove  
Arden, NC 28704  
Buncombe County, North Carolina

<b>PAYEE/DESCRIPTION</b>	<b>NOTE/REF NO</b>	<b>BUYER</b>	<b>SELLER</b>
Walnut Cove Owner's Association Utility Installation			1,336.00
Cliffs Golf and Country Club, Inc. Social Athletic Club Membershi			10,000.00
Cliffs Golf and Country Club, Inc. Golf Club Membership			50,000.00
Long Parker Warren & Jones, P.A. Courier Fee			25.00
<b>Total Additional Disbursements shown on Line 1305</b>		<b>\$ 0.00</b>	<b>\$ 61,361.00</b>

(ROBSON EDWARD LOT 17.PFD/29179.002/13)



**ROBERTS  
&  
STEVENS**  
ATTORNEYS AT LAW

Roberts & Stevens, P.A.  
P.O. Box 7647  
Asheville, NC 28802-7647

BB&T  
ONE WEST PACK SQUARE  
ASHEVILLE, NC 28801

66-112/531

29179.002

Golf Club Membership

--Fifty Thousand and 00/100

Dollars

DATE

November 2, 2004

AMOUNT

\$ \*\*\*\*\*50,000.00

THE  
DER

Cliffs Golf and Country Club, Inc.

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

I:

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ROBSON PROPERTIES & INVESTMENTS

Edward D. Robson, President

[REDACTED]  
[REDACTED]  
[rpandisst@bellsouth.net](mailto:rpandisst@bellsouth.net)

7136 S. Yale Avenue  
Suite 208  
Tulsa, OK 74136  
[edrgst@sstelco.com](mailto:edrgst@sstelco.com)

April 23, 2012

Ms. Ashley Blevins  
Membership Services Coordinator  
Cliffs Club & Hospitality Service Company, LLC  
P.O. Box 1279  
Travelers Rest, SC 29690

RE: Edward D. Robson, voluntary resignation of golf club membership; The Cliffs  
at Walnut Cove Golf & Country Club; Member No.: [REDACTED] 0197

Dear Ms. Blevins:

Please accept this letter as the formal resignation of my golf membership at The Cliffs at Walnut Cove Golf & Country Club effective May 1, 2012.

Sincerely,



Edward D. Robson

Exhibit "E"



April 25, 2012

Mr. Ed Robson  
7136 South Yale  
Suite 208  
Tulsa, OK 74136

Dear Mr. Robson,

It is with regret that we write at this time to confirm acknowledgment of your notice to resign the Golf Membership in conjunction with Section 1, Lot 171 at The Cliffs at Walnut Cove Golf and Country Club. We have recorded your notice of resignation date as May 1, 2012. Since the Club requires a twelve month notice of resignation, the normal dues and fees will continue through April 2013. Your membership privileges and access to The Cliffs Clubs remain unchanged during the notice period. At the end of the twelve month notice period, all membership dues and fees will cease.

Your Walnut Cove Golf Membership deposit is \$60,000. Since the club is currently in Chapter 11 bankruptcy, we are unable to accept or refund initiation deposits. You should be receiving a proof of claim notice in the mail from the court. You should respond to this notice and verify the amount of any monies owed to you by the club. You may also wish to file a claim with the BMC Group who is the claims agent for the bankruptcy. This can be done via the web at [www.bmcgroup.com/cliffs](http://www.bmcgroup.com/cliffs). Their telephone number is 888.909.0100. The website offers a great deal of information relative to the bankruptcy.

I wish you the best for your future and I thank you for all of your years of support for The Cliffs. If you have any questions regarding the procedures as outlined above, please call the Membership Office at 864-660-1160.

Kind regards,

Geoffrey Carey  
Executive Vice President

The Cliffs Club & Hospitality Group, Inc.  
3598 Highway 11  
Travelers Rest, SC 29690  
864.371.1000

**Cindy Burchett**

---

**From:** Mary Campbell <mcampbell@cliffscommunities.com>  
**Sent:** Wednesday, May 02, 2012 7:25 AM  
**To:** 'edrgst@sstelco.com'  
**Subject:** Ed Robson

Ms. Burchett:

The Cliffs Golf & Country Club, Inc. was the manager of the clubs before 4/30/2010. All memberships have always been held by the club the member selected as their home club. Mr. Robson is a member of The Cliffs at Walnut Cove Golf & Country Club, LLC, which is currently managed by and owned 100% by The Cliffs Club & Hospitality Group, Inc.

If you need additional information, please contact me at 864-371-1090.

Thank you,

Mary Campbell

## ROBSON PROPERTIES & INVESTMENTS

Edward D. Robson, President

292 S. Beach Road  
Hobe Sound, FL 33455  
[rpandisst@bellsouth.net](mailto:rpandisst@bellsouth.net)

7136 S. Yale Avenue  
Suite 208  
Tulsa, OK 74136  
[edrgst@sstelco.com](mailto:edrgst@sstelco.com)

May 8, 2012

BMC Group, Inc.  
ATTENTION: Cliffs Claims Processing  
18675 Lake Drive East  
Chanhassen, MN 55317-3020

### **VIA FEDEX**

RE: Consolidated Case No. 12-01220, *The Cliffs Club & Hospitality Group, Inc., et al, d/b/a The Cliffs Golf & Country Club*; In the United States Bankruptcy Court, District of South Carolina

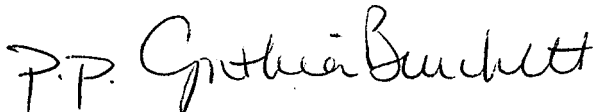
Ladies and Gentlemen:

Enclosed for filing in the above referenced matter are the following Proofs of Claim:

- Original and duplicate Proof of Claim in Case No. 12-01227, The Cliffs at Walnut Cove Golf & Country Club, LLC, d/b/a The Cliffs Golf & Country Club.
- Original and duplicate Proof of Claim in Case No. 12-01220, The Cliffs Club & Hospitality Group, Inc., d/b/a The Cliffs Golf & Country Club.

Please mark the duplicate Proofs of Claim with your file stamp and return both in the enclosed self-addressed and postage paid envelope.

Sincerely,



For  
Edward D. Robson

Enclosures

From: (918) 496-8166  
Ed Robson

Origin ID: TULA

**FedEx**  
Express

Ship Date: 08MAY12  
ActWgt: 1.5 LB  
CAD: 4643121/NET3250

7136 South Yale Avenue, STE 208

Tulsa, OK 74136



J12101112190225

SHIP TO: (952) 404-5700

BILL SENDER

**ATTN: Cliffs Claims Processing**  
**BMC Group Inc.**  
**18675 LAKE DR E**

**CHANHASSEN, MN 55317**

Delivery Address Bar Code



Ref #  
Invoice #  
PO #  
Dept #

RECEIVED

MAY 11 2012

BMC GROUP

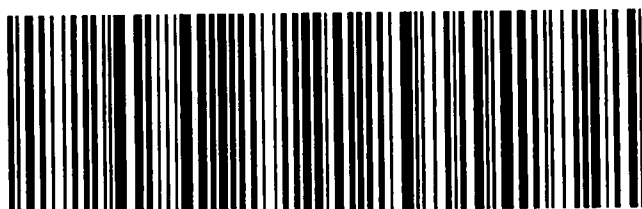
**FRI - 11 MAY A1**  
**EXPRESS SAVER**

TRK# 7935 4380 2935

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MN-US  
MSP



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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.