


UNITED STATES BANKRUPTCY COURT		District of South Carolina	PROOF OF CLAIM
Name of Debtor: The Cliffs Club & Hospitality Group, Inc., et. al.		Case Number: 12-01220	<p style="text-align: center;">COURT USE ONLY</p> <p><input type="checkbox"/> Check this box if this claim amends a previously filed claim.</p> <p>Court Claim Number: _____ (If known)</p> <p>Filed on: _____</p> <p><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.</p>
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): Rodolfo Stern and Tania Stern			
Name and address where notices should be sent: c/o Crawford & von Keller PO Box 4216 Columbia SC 29240		Telephone number: (803) 790-2626 email: wayne@crawfordvk.com	<div style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 1.5em;">MAY 17 2012</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">BMC GROUP</div>
Name and address where payment should be sent (if different from above): c/o Landstar Development Group 550 Biltmore Way, Ste. 1110 Coral Gables FL 33134		Telephone number: (305) 447-7494 email:	
1. Amount of Claim as of Date Case Filed: \$ <u>100,000.00</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>Golf Club membership/Contract of Sale</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor:		3a. Debtor may have scheduled account as: <u>Rudy Stern</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:		Basis for perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).		<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).	
<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).		<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	
<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).		<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).	
		Amount entitled to priority: \$ _____	
 Cliffs POC 00731			
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			

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

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

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

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

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

Print Name: B. Lindsay Crawford, III
 Title: Attorney for Rodolfo and Tania Stern
 Company: Crawford & von Keller LLC
 Address and telephone number (if different from notice address above): _____

/s/ B. Lindsay Crawford, III 05/16/2012
 (Signature) (Date)

Telephone number: (803) 790-2626 email: wayne@crawfordvk.com

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.

Revised 3-7-06



**Cliffs Club Golf Membership Addendum
(Resale Transaction)**

THIS CLIFFS CLUB GOLF MEMBERSHIP ADDENDUM is executed by and among The Cliffs Golf & Country Club, Inc. in behalf of The Cliffs Club (the "Club") and the below identified "Seller" (the "Seller") and below identified "Purchaser" (the "Purchaser") of the below identified single-family property (the "Property") in the Cliffs community also identified below (the "Community"), and is an amendment of and addition to that certain Board of Reseller form of contract (the "Contract") between the Seller and Purchaser to which this Addendum is attached and of which it is a part by this reference.

Purchaser: _____ Community: Falls South
 _____ Section: Emerald Bay
 Agreement Date: _____ Property #: 33

1. Cliffs Club Membership.

The Seller acknowledges that the seller:
 has a _____ membership;
 does not have a membership.

Seller acknowledges that they must submit a written resignation letter to Cliffs Country Club Inc. for their membership effective the date of closing. PA 3 (Seller Initial)

The Buyer: (Check only one)
 will purchase seller's full golf membership for \$ 100,000;
 will purchase family membership for \$ _____;
 will not purchase any membership.
 _____ (Buyer Initial)

(a) If Seller Has Golf Membership to Resign that Buyer is repurchasing. If the preceding is checked indicating that the Seller has a Cliffs Golf Membership that Seller will resign, the Club will release the Cliffs Golf Membership to the Purchaser following Seller's resignation in exchange for the current membership deposit amount if, but only if, the Seller's resignation and the re-issuance to Purchaser are completed at Closing.

(b) If Seller Does Not Have a Golf membership to Resign. If the Seller does not have a Cliffs Golf Membership that will be resigned back to the Club, the Purchaser has no guarantee that a Club membership will be offered or made available to the Purchaser, which will be, if at all, in the sole discretion of the Club.

2. The Cliffs Golf & Country Club. Purchaser acknowledges that the Club operates a commercial, private golf and country club facility within or in proximity to the boundaries of the Community; that the Club's recreational facilities are owned by the Club as a commercial business, and not as a non-profit enterprise; that Purchaser will have a license to use the facilities only if Purchaser acquires a membership to do so; and that neither Purchaser nor any property owners' association of which Purchaser may be a member has or will receive any ownership interest in the Club's facilities by virtue of Purchaser's acquisition of the property under the Contract or membership in any such property owners' association.

* Buyer [Signature] Seller [Signature] have read this page

Revised 2-9-00


The Club may, but will not be required to, add additional recreational facilities in the future. The Club operates and offers membership opportunities pursuant to a published Membership Plan, which the Club may supplement, amend, delete and change in its sole discretion at any time. If Purchaser wishes to become a member, Purchaser should take the time to read the Membership Plan prior to acquiring a membership.

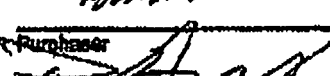
(a) Golf Membership. The ability to acquire permanent golf privileges is reserved to those who acquire a Cliffs Golf Membership. Acquisition of a Cliffs Golf Membership by Purchaser is subject to the availability of a resigned Golf Membership by the Seller, and if Seller's membership resignation and Purchaser's application for membership and payment of the then required deposit upon Closing between Seller and Purchaser. If the Purchaser wants its resale buyer of the Property in a resale transaction to also be guaranteed the ability to acquire a Cliffs Golf Membership, following the Purchaser's membership resignation and the Club's re-issuance of Purchaser's resigned membership to a resale buyer at the resale closing pursuant to the requirements of the Club's Membership Plan, the Purchaser must acquire a resigned Cliffs Golf Membership from Seller within the period of time above provided. A Cliffs Golf Membership is subject to availability at all times as determined by the Club. If Purchaser acquires a Cliffs Golf Membership, the Purchaser's monthly membership dues will commence with the issuance of the membership, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time.

(b) Cliffs Family Membership. If Purchaser elects only to acquire a Cliffs Family Membership after Seller's Golf Membership resignation, then upon making application and funding the required deposit at the Purchaser's Property closing with Seller, Purchaser will be issued a Cliffs Family Membership in the Club, but Purchaser's future resale buyer will have no guarantee of the availability and issuance of any membership. Monthly membership dues will commence with the issuance of the membership to Purchaser, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time. Furthermore, if Seller resigns a Cliffs Golf membership and Purchaser only acquires a Cliffs Family Membership, Seller will receive a refund of Seller's membership deposit only following its re-issuance when it comes to the top of the waiting list and in accordance with the Membership Plan.

(c) Club's Membership Plan. If Purchaser acquires a Club membership, the governing documents of the Club require that upon resale of the Purchaser's property to a resale buyer, all of Purchaser's membership privileges in the Club must be resigned. So long as Purchaser is a Club member in good standing, Purchaser will be entitled to a refund equal to one hundred percent (100%) of the initiation deposit made for membership in the Club upon Purchaser's Club membership resignation. In addition, the Membership Plan does not permit assignment by Purchaser of Club membership or assignment of privileges thereunder. If Purchaser's resale buyer wishes a membership, he or she will have to acquire a membership directly from the Club at the then prevailing rates, which may be more or less than the deposit Purchaser made. As previously indicated, a Cliffs Golf Membership is not guaranteed to be available to Purchaser's resale buyer if Purchaser does not acquire one resigned by Seller pursuant to subparagraph (a) above.

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

*  8/24/06
Purchaser _____ Date Time SSN

 _____ Date Time SSN

 8-24-06
Seller _____ Date Time SSN

Date Time SSN

For The Cliffs Club:
By _____
The Cliffs Country Club, Inc. _____ Date Time SSN

Revised 2-4-06

8. **POSSESSION:** Possession of said Property will be given to Purchaser at the time of closing, provided any net proceeds of the sale have been dispersed. The Property will be maintained in the same condition from the Effective Date until possession is delivered.

9. **ADJUSTMENTS:** Taxes, rent, home owner association fees and other fees associated with rentals and any assessments will be adjusted as of the date of closing. Tax proration pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis. Prorations at closing shall be final.

10. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of Section 12-6-680 of the Code of Laws of South Carolina, 1976, as amended, regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute.

11. **ROLL-BACK TAXES:** Any rollback/deferred taxes that apply to the subject property will be either paid by the Seller at closing or, at the option of the Purchaser, will be credited at closing from Seller to Purchaser, or will be assumed by Purchaser at closing, or N/A

12. **SPECIAL STIPULATIONS, CONTINGENCIES AND ENVIRONMENTAL PROTECTION MATTERS:** Stipulations concerning zoning, restrictions and easements affecting desired use, drainage, hazardous waste, availability of water and sewer, soil test, wetlands study, subordination, lot releases, etc. should be included here.

N/A

Purchaser will have the right and responsibility to inspect or select an inspector(s) at Purchaser's expense, to make any inspections, tests, surveys or investigations as desired by the Purchaser. The Seller agrees to make the property available and accessible for all inspections, tests, surveys and investigations. Purchaser will indemnify and hold Seller harmless from any damages to the property resulting from any such tests or inspections.

13. **HAZARDOUS SUBSTANCES:** Unless otherwise specified herein, Seller represents to the best of Seller's knowledge; the property and any improvements thereon have not been used and are not presently being used for the handling, storage, transportation or disposal of hazardous or toxic materials. Seller and Purchaser expressly acknowledge the Brokers have not made an investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, lead or any other toxic, hazardous or contaminated substances or underground storage tanks, in, on, or about the property. Any such investigation or determination will be the responsibility of Purchaser, and Brokers will not be held responsible therefore.

14. **DEFAULT:** If Purchaser or Seller fails to perform any covenant of this Contract, the other may elect to seek any remedy provided by law or terminate this Contract. If terminated, both parties will execute a written release of the other from this Contract and both will agree to hold the Escrow Agent harmless. If termination is due to default by Purchaser, Seller will have the option of pursuing any remedy provided by law. If termination is due to default by Seller, the Seller will pay or reimburse the Purchaser the Actual Cost incurred (defined below) and the Purchaser will have the option of pursuing any remedy provided by law. If either Purchaser or Seller refuses to execute a release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition. If either Purchaser or Seller has refused to execute a written release when requested to do so in writing and a court finds that they should have executed the release, the party who so refused to execute a release of earnest money will pay the expenses, including without limitation, reasonable attorney's fees incurred by the other in litigation. For the purposes of this Contract "Actual Costs Incurred" by the Purchaser will include all documented costs and expenses incurred or obligated for or by the Purchaser or Broker in an effort to consummate this sale. Such costs will include, but are not limited to cost of credit report, appraisal, survey, inspections, reports, title examination, and Broker's fee or commission for this sale.

15. **DISCLAIMER:** The Purchaser acknowledges that the Seller, except as may be otherwise expressly provided in this Contract, gives no guarantee or warranty of any kind, expressed or implied, as to the physical or other condition of the Property, or to the conditions of or existence of improvements, services, or systems thereon, or as to merchantability or fitness for a particular purpose as to the Property or improvements thereon, and any implied warranty is hereby disclaimed by the Seller. Neither Purchaser nor Seller will hold Listing and/or Selling Brokers and their Agents responsible for any act of negligence or intent by any inspection company employed by Seller or Purchaser for the purposes of this Contract.

Buyer [Signature] Seller [Signature] have read this page

Revised 7-4-05

16. MEBAN'S LAW: The Purchaser and Seller agree the Listing and Selling Brokers and their agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. This information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

17. ENTIRE CONTRACT; BINDING CONTRACT; TIME: This written Contract expresses the entire agreement between parties, unless there is a written addendum or modification signed by Purchaser and Seller. Both Purchaser and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their Agents which are not expressly stipulated herein. This Contract shall be binding on Purchaser, Seller and their heirs, personal representatives, successors and assigns. This is a legally binding Contract; Purchaser and Seller should seek legal advice if the contents are not understood. TIME IS OF THE ESSENCE IN EACH PARAGRAPH OF THIS CONTRACT WHERE A PERFORMANCE TIME IS STIPULATED.

18. MEDIATION CLAUSES: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or services provided in relation to this Contract, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS. Disputes shall include representations made by Purchaser(s), Seller(s) or any Real Estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosures or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; or (d) any matter which is within the jurisdiction of a probate court. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

19. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it will survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

20. EXPIRATION OF OFFER: The original offer is deemed revoked if not accepted and a signed acceptance communicated by delivery to Purchaser or Purchaser's Agent by August 26, 2005 at AM 5:00 PM

21. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree the offer, any counter offer and/or acceptance of any offer, may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

22. OTHER ADDENDA: No Yes 2 Pages, covering Cliffs Golf Membership
Cliffs Resale Membership Addendum attached and made a part hereof by reference.

23. UTILITY INSTALLATION FEE: The utility installation fee of \$1250 has or has not been paid. If it has not been paid, then the fee will be paid by the seller or the purchaser at closing. (Applicable for CAG, CV, CKV, CKP, and CVN. Not applicable for KPS or CKS.) N/A

24. EFFECTIVE DATE: The Effective Date will be the last date upon which the Purchaser or Seller signs or initials and delivers this Contract as evidenced by the date beside the name or initials of the last party to sign or initial.

* Buyer [Signature] Seller [Signature] have read this page PAGE 3 OF 4

Form 134-06

25. REMARKS: A. Purchaser will will not purchase Seller's Golf Membership at closing for the fee of \$100,000.00. See Clinic Recale Membership Addendum attached hereto and made a part hereof by reference.

26. ACKNOWLEDGEMENT OF AGENCY DISCLOSURE: Purchaser and Seller acknowledge receipt of a copy of the South Carolina Agency Disclosure Brochure and acknowledge that agency relationships have been explained by the respective agents involved in the transaction. For the purpose of this transaction:

(Initial applicable choice) ~~BUYER~~
PURCHASER is a client of or customer of The C.I.P.G.
(Brokerage)

(Initial applicable choice) ~~SELLER~~
SELLER is a client of or customer of _____
(Brokerage)

_____	<u>7/24/06</u>			
Purchaser	Date	Time	SSN	

Purchaser	Date	Time	SSN	
_____	<u>8-29-06</u>			
Seller	Date	Time	SSN	

Seller	Date	Time	SSN	

Listing Agent & Company	Telephone Number
_____	_____
Selling Agent & Company	Telephone Number
_____	_____



CONTRACT OF SALE FOR UNIMPROVED LAND OR LOT FOR RESIDENTIAL USE

1. OFFER AND DESCRIPTION: Rudy & Tania Stern (Purchaser) agree to buy and [Signature] (Seller) agree to sell all that lot or parcel of land, with any buildings and improvements thereon, if any, located in Greenville County, South Carolina. (the "Property") and being described as follows:
 Street _____ City _____ Zip _____
 Community Falls South Tax Map # _____ Section # Erzold Legal Lot # 33

THE BUYER SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE. (Place an "X" in the appropriate blank.)

2. PRICE: The purchase and sale price is: nine hundred fifty thousand \$ 950,000 P.A.S. 997,000 P.A.S.
 to be paid as follows: \$ 5,000 to be held in trust by Clara Smith, Broker & Co. Escrow Agent, as a deposit of earnest money and the balance upon delivery of the deed. At closing the balance must be paid by certified funds or wire transfer to complete this transaction.

3. EARNEST MONEY: All cash monies or certified funds will be deposited within 48 hours of receipt. All other monies will be deposited within 48 hours after the Effective Date. If a binding Contract is not executed by all parties, the earnest money will be returned to Purchaser after the deposit of funds has cleared. The Listing and Selling Brokers and their Agents do not guarantee payment of check(s) accepted as earnest money. If this Contract is not closed for any reason, notwithstanding any other provisions in this Contract, the parties agree that the Escrow Agent may require (a) both parties to execute a form authorizing the disbursement of funds (including execution after a resolution of any disagreement by mediation), or (b) both parties to wait for a decision directing disbursement by a mediator or court of competent jurisdiction.

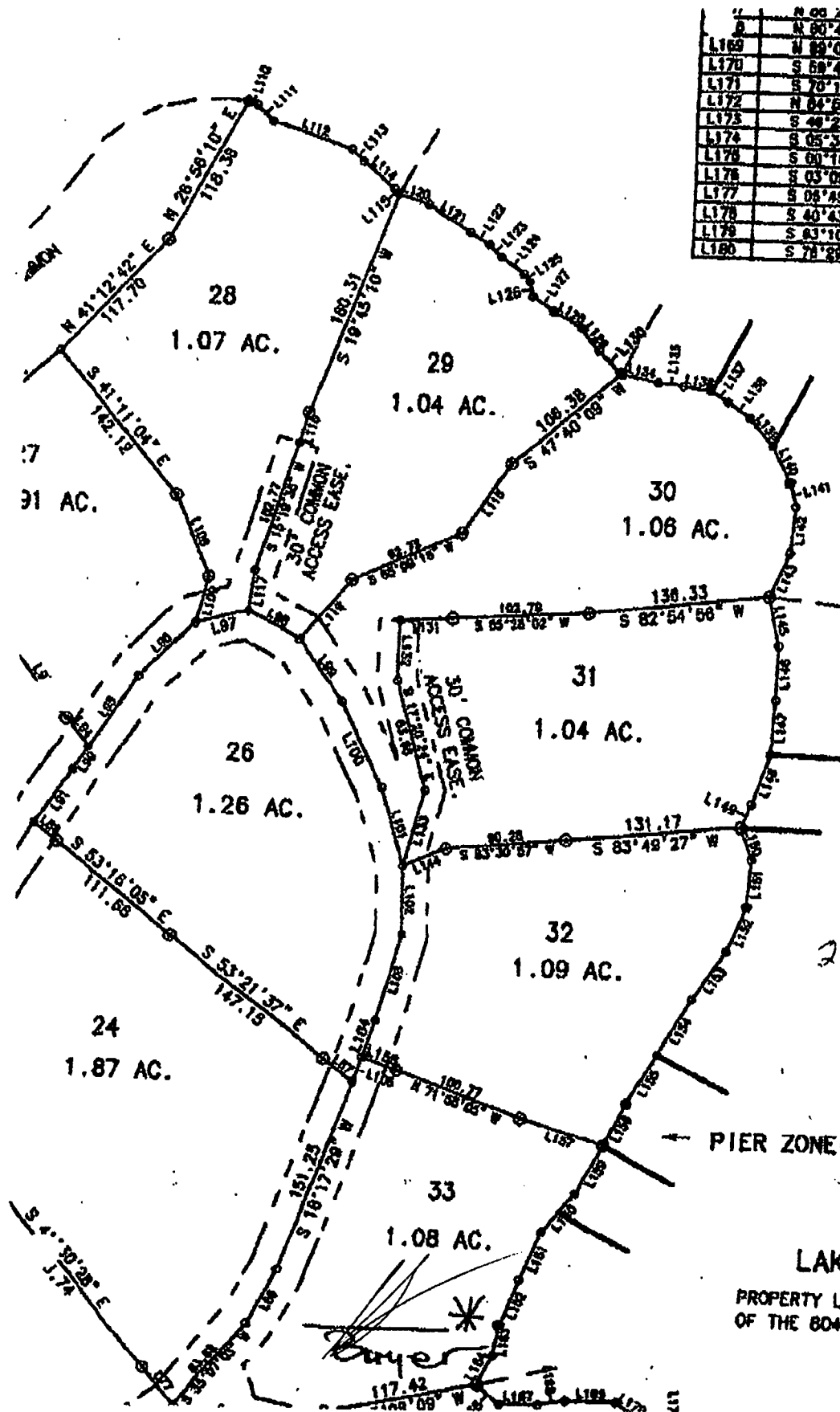
4. FINANCING: The obligation of Purchaser to purchase the Property is contingent upon the Purchaser obtaining a loan in an amount equal to NA % of the purchase price, (this contingency is not applicable unless the preceding blank is completed) of the following type: Conventional Other _____ Addendum Attached _____

5. LOAN APPLICATION: Purchaser agrees to apply for financing, as required above, from the institution of his choice within NA calendar days after the Effective Date and to provide all documents or information requested by the Lender in a prompt and timely manner. At the time of application the Purchaser will advance the necessary money to process the loan and will take any reasonable action, which is needed or requested by the Lender to process the loan application. Purchaser hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's credit-worthiness or any other information needed for the loan processing to the Listing or Selling Broker(s) or Agent(s).

6. CLOSING COSTS: All expenses necessary for the consummation of this sale, unless otherwise agreed herein, will be paid as follows: (a) Seller will pay for deed preparation, deed recording fees, costs associated with mortgage payoff and satisfaction; (b) Purchaser will pay discount points, all non-recurring closing costs, and prepaid items, if applicable. Other items: NA

7. CONVEYANCE AND CLOSING DATE: Seller agrees to convey by marketable title and deliver a proper general warranty deed, free of liens and encumbrances, except subject to all reservations, easements, rights of way, and restrictive covenants of record on the Property (provided they do not make the title unmarketable or materially or adversely affect the use and value of the Property) and to all government statutes, rules, ordinances, and regulations. The deed will be prepared in the name(s) of TAS and delivered to the office of the closing attorney Darryl Ballou or stipulated place of closing with the transaction to be closed on or before 5 PM on October 9, 2006. Seller and Purchaser authorize their attorneys and the Settlement Agent to furnish to the Listing Broker and Selling Broker copies of the preliminary and final HUD-1 Settlement Statement for this transaction.

* Buyer [Signature] Buyer [Signature] Seller TAS Seller [Signature] have read this page
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L169	N 08° 29' 01" E	28.58
L170	N 00° 41' 49" E	19.94
L171	N 89° 06' 38" E	37.39
L172	S 59° 42' 30" E	22.87
L173	S 70° 17' 14" E	19.88
L174	N 84° 56' 11" E	14.04
L175	S 49° 22' 24" E	31.07
L176	S 05° 34' 23" E	39.39
L177	S 00° 18' 31" E	48.84
L178	S 03° 08' 02" W	45.72
L179	S 04° 49' 18" W	29.81
L180	S 40° 43' 05" E	25.74
L181	S 83° 10' 57" E	28.36
L182	S 78° 29' 32" E	39.72

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LAKE KEOWEE
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 OF THE 804' ELEVATION CONTOUR

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Indication of Interest Letter

The Cliffs Club & Hospitality Group, Inc.
3598 Highway 11, Travelers Rest, South Carolina 29690
Attention: Timothy P. Cherry

Re: Purchase of Units of a debt facility for The Cliffs Club & Hospitality Group, Inc. (the "Company")

Gentleman:

I would be interested in purchasing units (the "Units") in a debt facility of the Company on the terms to be outlined at a future date. I understand that this Indication of Interest Letter is not a commitment to purchase the Units and that no sales of the Units will be made nor will commitments to purchase such Units be accepted until the Company delivers to me a subscription agreement and the private placement memorandum, including all supplements thereto (collectively, the "private placement memorandum"), for the offering and I have had an opportunity to review these materials and conduct my own due diligence.

I confirm that I am an accredited investor and/or a sophisticated purchaser (each as defined by Federal securities laws) and am familiar with the Company's operations and financial status.

I understand that, upon receipt of this Indication of Interest Letter, the Company will forward to me the subscription agreement and the private placement memorandum as soon as they are available. I also understand that I will have an opportunity to ask questions of and receive answers from representatives of the Company concerning the Company and an investment in the Units and that I will have an opportunity to conduct my own due diligence review of the Company.

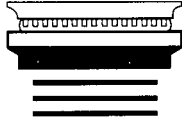
I also understand that, as required by your attorneys, all materials which may be provided to me in connection with my review of the offering are confidential, and I agree not to disclose these materials to any person (other than my attorneys and any other advisers who may assist me in my evaluation of the offering, and only if they also agree to comply with this confidentiality obligation). I also agree to return all such materials to the Company upon request.

If I fail to comply with this confidentiality obligation, I understand that the Company may bring legal action in any court having appropriate jurisdiction in the State South Carolina for return of the property and seek any and all other legal or equitable remedies that the Company may be afforded under relevant law. I hereby acknowledge proper jurisdiction of the South Carolina Courts even if I have left the State of South Carolina. In the event of legal action, I understand that the losing party will pay the prevailing party attorney fees, including any appeals.

By: [Signature]
Print Name: RODELTA STEPHEN
Phone No: 8081 E-Mail: RS@LANE STAR Development
Mailing Address: 550 B. Hmore WAY 1110 Cor of Gables Fl can
Proposed total investment: 100,000 (\$100,000 per Unit) 33134

Return to the Company via facsimile 864.371.1839 or via e-mail to clubs@cliffscommunities.com.
If you have any questions, please call 864.371.1003.

Date: 2/8/10 Time Received: _____ Received By: _____



CRAWFORD & VON KELLER, LLC

May 16, 2012

VIA OVERNIGHT DELIVERY

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

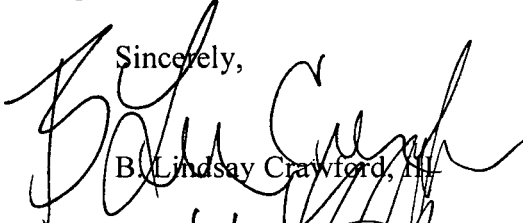
RE: The Cliffs Club & Hospitality Group, Inc., *et. al.*
Chapter 11 Case No. 12-01220-JW

Dear Sir or Madame:


This law firm represents Rodolfo and Tania Stern, creditors of the above debtors. Enclosed please find originals and one copy each of two claims to be filed in the above matter. I would appreciate your returning a copy of each claim, stamped as "filed", in the envelope provided.

If you have any questions, please feel free to contact me.

Sincerely,


B. Lindsay Crawford, Esq.

BLCIII/wb


w/permission

earnSmart

FedEx carbon-neutral
envelope shipping

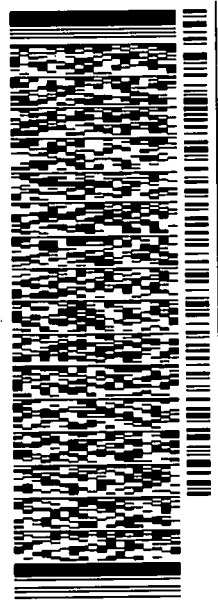
ORIGIN ID: USCR
ZACH SCHEPER
CRAWFORD & VON KELLER, LLC.
1640 ST. JULIAN PLACE
COLUMBIA, SC 292042626
UNITED STATES US
SHIP DATE: 16MAY12
ACTWT: 1.0 LB MAN
CRD: 848704/CRFE2511
BILL SENDER

TO ATTN: CLIFFS CLAIMS PROCESSING
RECEIVED

18675 LAKE DRIVE EAST
MAY 17 2012

CHANHASSEN MN 55317
BMC GROUP

INV: PO: DEPT:



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58DC3/61A4/108C

Express

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