

UNITED STATES BANKRUPTCY COURT		District of South Carolina	PROOF OF CLAIM
Name of Debtor: The Cliffs Club & Hospitality Group, Inc.		Case Number: 12-01220	<p style="text-align: center;">COURT USE ONLY</p> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
NOTE: <i>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.</i>			
Name of Creditor (the person or other entity to whom the debtor owes money or property): IPFS Corporation fdba Imperial Credit Corporation			
Name and address where notices should be sent: Imperial IPFS 101 Hudson Street - 34th Floor Jersey City, NJ 07302		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED MAY 18 2012 BMC GROUP </div>	<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.
Telephone number: (800) 221-3450 email: _____			
Name and address where payment should be sent (if different from above):			<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.
Telephone number: _____ email: _____			
1. Amount of Claim as of Date Case Filed: \$ <u>1,019.87</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>Money Loaned / Breach of Contract</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: 3 8 7 5		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 checked="" type="checkbox"/> Other Describe: <u>Insurance Return Premium</u> Value of Property: \$ <u>14,766.70</u> 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: \$ <u>14,766.70</u> 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"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<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"/> 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: \$ _____
*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: Joan Stratton

Title: Director of Litigation Recovery

Company: Imperial PFS

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


(Signature)

05/10/2012
(Date)

Telephone number: _____ email: _____

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

3b. Uniform Claim Identifier:

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

4. Secured Claim:

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

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

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

6. Credits:

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

7. Documents:

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

8. Date and Signature:

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

15.004.104387.5

**PREMIUM FINANCE AGREEMENT
DISCLOSURE STATEMENT
AND SECURITY AGREEMENT**
SC License 170299

Premium Funding Associates, Inc.

(hereinafter referred to as "Lender")

(Licensed Address)

1 World Financial Center, 200 Liberty Street, New York, NY 10281

(Servicer Address)

1001 Winstead Drive, Ste 500, Cary, NC 27513

Phone: (800) 791-7901

Fax: (919) 234-2760

A	TOTAL PREMIUMS	\$	41,832.00	BORROWER / INSURED (The "Insured") (Name, Address and Telephone Number) The Cliffs Communities Inc The Cliffs Club & Hospitality Group Inc Attention: Steve Seman P O Box 1549 Travelers Rest SC 29690 E-Mail Address (optional): 864-371-1037	Acct. No.
B	CASH DOWN PAYMENT REQUIRED	\$	6,274.80		
C	AMOUNT FINANCED (The Amount of Credit Provided to Insured or on Its behalf)	\$	35,557.20		
D	FINANCE CHARGE (Dollar amount credit will cost)	\$	1,175.70	ANNUAL PERCENTAGE RATE <u>6.99</u> % (Cost of Credit figured as a yearly rate)	
PAYMENT SCHEDULE					
E	FLORIDA DOCUMENTARY STAMP TAX	\$	0.00	Amount of Each Payment	Number of Payments Annual Qtrly Mthly
F	TOTAL PAYMENTS (Amounts which will have been paid after making all scheduled payments)	\$	36,732.90	3,673.29	10
					1st Payment Due 10/30/2011
					Final Payment Due 08/01/2012

SEE PAGE 3 FOR SCHEDULE OF FINANCED POLICIES

**AGREEMENT OF INSURED (JOINT AND SEVERAL, IF MORE THAN ONE)
THE UNDERSIGNED INSURED:**

- In consideration of the premium payments being financed and, if applicable, the down payment being advanced by LENDER to the Insurance companies listed on the SCHEDULE OF FINANCED POLICIES, or their representative, agrees to pay LENDER the TOTAL OF PAYMENTS to be made in accordance with the PAYMENT SCHEDULE, and if applicable, the amount of any down payment advanced by LENDER, subject to the provisions set forth in this Agreement.
- a. Irrevocably appoints LENDER Attorney-in-Fact with full authority, in the event of default, to (i) cancel the said Policies in accordance with the provisions herein, (ii) receive all sums assigned to LENDER and (iii) execute and deliver on behalf of the Undersigned Insured all documents, forms and notices relating to the insurance policies listed on the SCHEDULE OF FINANCED POLICIES in furtherance of this Agreement (Clauses (i) and (ii) not applicable in Florida).
- b. If there is an amount listed as "Brokers Fee" in the Schedule of Policies, this fee is charged under Section 2119 of the New York Insurance Law or the Law, if any, of the state in which Insured lives. This fee is charged for obtaining and servicing the Policy for where the risk to be insured under the Policy resides (Not applicable in Florida, Virginia, Maryland, Massachusetts or North Carolina).
- c. A fee of \$ none, which is not being financed, has been charged under the provisions of these Laws. If none has been charged, the word "none" is shown (Not applicable in Florida, Virginia, Maryland, Massachusetts or North Carolina).

INSURANCE PREMIUM FINANCE AGREEMENT NOTICE

NOTICE: 1. Do not sign this Agreement before you read it or if it contains any blank spaces. 2. You are entitled to a complete filled-in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions obtain a partial refund of the service charge. 4. Keep your copy of this Agreement to protect your legal rights.

**AGENT OR BROKER Willis Insurance Services of Atlanta, Inc.
BUSINESS ADDRESS**

One Glenlake Parkway
11th Floor

Atlanta GA 30328

TEL NO/E-MAIL ADDRESS 404-942-5100

The Undersigned Agent or Broker:

- Represents and warrants as follows: (a) to the best of the undersigned's knowledge and belief, the Insured's signature is genuine or, to the extent permitted by applicable Law, the undersigned Agent or Broker has been authorized by the Insured to sign this Agreement on their behalf, (b) the Insured has received a copy of this Agreement, (c) the scheduled Policies are in full force and effect and the premiums indicated therefore are correct, (d) the Insured may cancel all scheduled Policies immediately upon request, (e) none of the Policies scheduled in the Agreement are non-cancelable, and (f) the down payment as indicated in Box "B" and installments totaling _____ have been collected and are being retained by us.
- Upon cancellation of any of the scheduled Policies, the undersigned Agent or Broker agrees upon demand to pay to LENDER or its assigns their commission on any unearned premiums applicable to the cancelled Policies.

**THE AGENT OR BROKER AGREES TO THE
PROVISIONS ABOVE AND ON PAGE 3**

THE INSURED AGREES TO THE PROVISIONS ABOVE AND ON PAGES 2 AND 3

10/26/11
DATE

Steve Seman
SIGNATURE (AND TITLE) OF INSURED(S) OR AGENT OR
BROKER ON THEIR BEHALF (to extent permitted by Law)

10/26/11
DATE
David M. ...
SIGNATURE AND TITLE OF AGENT OR BROKER

ICEAST (M10)

RECEIVED IFPS Corporation
Connie Todd

Page 1 of 3

OCT 07 11

ADDITIONAL AGREEMENTS OF INSURED (JOINT AND SEVERAL, IF MORE THAN ONE)

3. Cancellation. LENDER may cancel the insurance Policies listed in the schedule after providing at least 10 days written notice of intent to cancel (13 days in New York, 15 days in Pennsylvania) if the Insured does not pay any installment or transfers any of the scheduled policies to a third party, provided said default is not cured within such period, and LENDER may proceed to collect the entire unpaid balance due hereunder or any part thereof by appropriate legal proceedings. If any default results in the cancellation of the Policy, Insured agrees to pay a cancellation charge in accordance with applicable law North Carolina - None; Florida - None).
4. Money Received After Cancellation. Any payment received after Policy cancellation may be credited to the indebtedness due hereunder without any liability or obligation on the part of LENDER to request reinstatement of such cancelled Policy. Any sum received from an insurance company shall be credited to the balance due hereunder; any surplus shall be paid over to the Insured; in case of deficiency, the Insured shall pay the same. In the event that LENDER does request a reinstatement of the Policy on behalf of the Insured, such a request does not guarantee that coverage under the Policy will be reinstated or continued. Only the insurance company has authority to reinstate the Policy. The Insured agrees that LENDER has no liability to the Insured if the Policy is not reinstated.
5. Application of Payments. If applicable law permits, all payments received by LENDER will be applied to the oldest invoice first. Any remaining amounts will be applied to late fees and other charges (if applicable), the remainder will be applied to any other outstanding amounts.
6. Returned Check Charge. If any payment made by check or electronic funding is dishonored for any reason, Insured will be charged the maximum fee, if any, permitted under applicable law (Florida - \$15).
7. Default. If any of the following happens: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to keep any promise the Insured makes in this Agreement; Insured will be in default provided, however, that, to the extent required by applicable law, Insured may be held to be in default only upon the occurrence of an event described in clause (a) above. Clauses (b) and (c) not applicable in Florida or North Carolina.
8. Security. To secure payment of all amounts due under this Agreement, Insured assigns LENDER a security interest in all right, title and interest to the Policy, including (but only to the extent permitted by applicable law): (a) all money that is or may be due Insured because of a loss under the Policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any return of the premium for the Policy, and (c) dividends which may become due Insured in connection with the Policy.
9. Right to Demand Immediate Payment in Full. At any time after default, LENDER can demand and have the right to receive immediate payment (except to the extent otherwise provided by applicable law, in which case LENDER will have the right to receive such payment in accordance with such law) of the total unpaid balance due under this Agreement even if LENDER has not received any refund of unearned premium.
10. Warranties. Insured warrants to LENDER (a) to have received a copy of this Agreement and (b) if the Insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the Insured. The Insured represents that it is not presently the subject of or in contemplation of a proceeding in bankruptcy, receivership, or insolvency, or if it is a debtor in bankruptcy, the Bankruptcy Court has authorized this transaction.
11. Early Payment. At any time, Insured may pay the whole amount still unpaid. If Insured pays the full amount before it is due, Insured will be given a refund for the unearned Finance Charge computed by the method of refund as required by applicable law.
12. Assignments. Insured may not assign the Policy or this Agreement without LENDER's written consent. However, Insured does not need LENDER's written consent to add mortgagees or other persons as loss payees. LENDER may transfer its rights under this Agreement to anyone without Insured's consent. All of LENDER's rights shall inure to the benefit of LENDER's successors and assigns.
13. Collection. If money is due and Insured fails to pay, LENDER may collect the unpaid balance from Insured without recourse to the security interest granted under this Agreement.
14. Late Charges. Upon default in payment of any installments for not less than five days (or such greater number of days required by applicable law), Insured agrees to pay a late charge in accordance with applicable law. In no event shall such late charge exceed a maximum of 5% of such installment (greater of \$25 or 1.5% in New Jersey; 5% in Massachusetts; greater of \$10 or 5% in Florida).
15. Finance Charge. The finance charge begins to accrue from the effective date of this Agreement or the earliest inception date of the insurance Policy(ies) listed on the Schedule of Policies, whichever is earlier. If LENDER terminates this Agreement due to a default, Insured will pay interest on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation and from said date until Insured pays the outstanding indebtedness in full to LENDER. To the extent permitted by applicable law, the Finance Charge may include a nonrefundable agreement charge not to exceed \$20 (\$10 in DE, PA and NY; \$12 in NJ; \$15 in NC, RI and VA; \$16 in MA; \$20 in FL).
16. Attorney's Fees. If LENDER hires an attorney to collect any money Insured owes under this Agreement, Insured will pay such attorney fees and other collection costs if and to the extent permitted by applicable law (20% of amount due in Florida).
17. Agent or Broker. The Agent or Broker named on the front of this Agreement is neither authorized by LENDER to receive installments payable under this Agreement nor is authorized to make any representations to Insured on LENDER's behalf, either orally or in writing (except to the extent expressly required by applicable law).
18. Amendments. If the insurance contract has not been issued at the time of the signing of this Agreement, and if the Policies being financed are assigned risk policies or policies listed in a state fund, the policy numbers, if omitted herein, may be inserted in this Agreement after it has been signed.
19. Effective Date. This Agreement will not go into effect until it is accepted by LENDER in writing.
20. Limitation of Liability. Insured recognizes and agrees that LENDER is a lender and not an insurance company and that LENDER assumes no liability as an insurer hereunder. LENDER's liability for breach of any of the terms of this Agreement or the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of LENDER's gross negligence or willful misconduct.
21. Governing Law. The law of the State of the Insured's residence shall govern this Agreement, except, for Maine Insureds this contract is governed by the laws of the State of Missouri.
22. Signature and Acknowledgement. Insured has signed and received a copy of this Agreement. If the Insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of the Insured. All the Insureds listed in any Policy have signed. Insured acknowledges and understands that insurance premium financing law does not require an Insured to enter into a premium financing agreement as a condition of the purchase of any Policy.
23. Additional Insured. There is no term or provision in any Policy that would require LENDER to notify or get the consent of any third party to effect cancellation of such Policy.
24. Classification of Agreement. This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes.
25. Formation of Agreement: Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the Insured and Agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy.

Place (X) If Not Authorized (See #3 below)		SCHEDULE OF POLICIES (Continue Schedule on Attachment if Necessary)								
Policy Number and Prefix (Itemized)	X	Full Name of Insurance Company and Name and Address of Policy Issuing Agent or Company Office To Which Premium is Paid and Notices are Sent	Type of Policy Premium	Audit Info*	Earn % Minimum	Term in Mos. Cov. By Prem.	Effective Date			Policy Premiums
							W	D	Y	
68011925		C: Federal Insurance Co	FDL :0		0.00	12	09	30	2011	10,320.00
68011925		C: Federal Insurance Co	CRI :0		0.00	12	09	30	2011	1,550.00
012105299		C: National Union Fire Ins Co PA	FDL :0		0.00	12	10	01	2011	12,918.00
NHS643392		C: RSUI Indemnity Company	FDL :0		0.00	12	10	01	2011	17,046.00
<p>"For value received, the above-named premium finance company (Seller) pursuant to a Purchase and Sale Agreement between Seller and Buyer, hereby sells, transfers, assigns and otherwise conveys this insurance Premium Finance Contract and all agreements and documents relating thereto Buyer and, in each case, all rights and interests related thereto."</p>										
<small>(AR=ASSIGNED RISK), (A=AUDITABLE), (LS=LOSS SENSITIVE)</small>							TOTAL PREMIUMS (Record in "A")			41,832.00

ADDITIONAL REPRESENTATIONS & WARRANTIES OF BROKER OR AGENT

- Warrants that it is the authorized Policy Issuing agent of the Insurance companies or the broker placing the coverage directly with the Insurance company on all the Policies scheduled except those indicated with an "X" above.
- Warrants that there are no policies included in this Agreement which are subject to audit, report of values, retrospective rating, or minimum earned premium, except as indicated below, and that, if there are any, the deposit or provisional premium thereon is not less than the anticipated premium to be earned for the full term of the Policy.
Policy No.(s): _____ Minimum earned premium, if any: \$ _____
- Warrants that there are no assigned risk policies in the Schedule of Policies except as indicated in the Schedule of Policies.
- The Agent or Broker will hold in trust for LENDER any payments made or credited to the Insured through the Agent or Broker directly, indirectly, actually or constructively, by any of the insurance companies listed in the Schedule of Policies and will pay the monies to LENDER upon demand to satisfy the then outstanding balance hereunder.
- The Agent or Broker will promptly notify LENDER in writing if any information on this Agreement becomes inaccurate.
- Warrants that all material information concerning the Insured and the Policies necessary for LENDER to cancel the Policies and receive the unearned premium has been disclosed to LENDER.
- There is no term or provision in any Policy that would require LENDER to notify or get the consent of any third party to effect cancellation of such Policy.

Loan Assignment and Assumption Notification

IMPERIAL CREDIT CORPORATION

10/07/2011

Premium Funding Associates, Inc.

Agency Fax No: 404-942-5110

The Cliffs Communities Inc
The Cliffs Club & Hospitality Group Inc
Attention: Steve Seman
P O Box 1549
Travelers Rest, SC 29690

Account Number: 15-004-104387-5

Dear Customer:

The premium finance loan you have entered into with **Premium Funding Associates, Inc.** has been assigned to **IMPERIAL CREDIT CORPORATION (IPFS)**. Henceforth, IPFS will service the billing and collection of your account. **Please make all future payments payable to IMPERIAL CREDIT CORPORATION and send them to Box 9045, New York, NY 10087-9045.**

By making a payment to IPFS, you specifically acknowledge the assignment of the premium finance loan to IPFS. Notwithstanding the previous sentence, any payment by you to a party other than IPFS in connection with the assigned premium finance loan will not in any way affect the validity or enforceability of the assignment to IPFS.

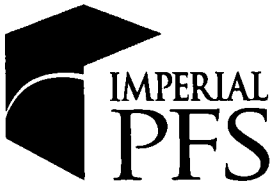
Please review the information below regarding your premium finance agreement. If a discrepancy exists, please call IPFS immediately at 1-800-791-7901.

Cash Price:	\$41,832.00	Payment Amount:	\$3,673.29
Down Payment:	\$6,274.80	First Due Date:	10/30/2011
Amount Financed:	\$35,557.20	Total number Of Payments:	10
Finance Charge:	\$1,175.70		

Thank you for the opportunity to service your premium finance needs.

Sincerely,

Branch Manager



VIA FIRST CLASS MAIL

5/10/2012

BMC Group, Inc.
Attn: Cliffs Claims Processing
P. O. Box 3020
Chanhassen, MN 55317-3020

IN RE: The Cliffs Club & Hospitality Group, Inc.
Case Number: 12-01220

Dear Sir or Madam:

Enclosed please find our Proof of Claim in duplicate for the above captioned matter. Please file our claim and return a date stamped copy in the envelope provided.

Sincerely,

A handwritten signature in black ink, appearing to read "Joan Stratton".

Joan Stratton
Director of Litigation Recovery
Imperial PFS

Enclosure



101 Hudson Street, 33rd Floor
Jersey City, New Jersey 07302

FIRST-CLASS MAIL

Hasler
05/14/2012
US POSTAGE

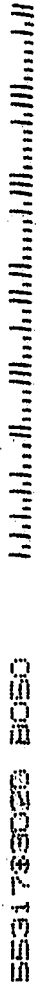
\$00.65⁰



ZIP 07302
011D11617974

RECEIVED
MAY 18 2012
BMC GROUP

BMC Group, Inc.
Attn: Cliffs Claims Processing.
P. O. Box 3020
Chanhassen, MN 55317-3020



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