


UNITED STATES BANKRUPTCY COURT District of South Carolina		PROOF OF CLAIM
Name of Debtor: The Cliffs Club & Hospitality Group, Inc.		Case Number: 12-01220
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): Urbana Fund I, LLC, its successors and assigns		COURT USE ONLY
Name and address where notices should be sent: c/o Andrew J. White Jr., Haynsworth Sinkler Boyd, P.A. P.O. Box 2048 Greenville, SC 29602 Telephone number: (864) 240-3288 email: awhite@hsblawfirm.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<div style="text-align: center;">  MAY 23 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.
1. Amount of Claim as of Date Case Filed: <u>§ Unknown</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>See Addendum to Proof of Claim attached hereto</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	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.		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"/> 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: Andrew J. White Jr.
Title: Attorney for Creditor
Company: Haynsworth Sinkler Boyd, P.A.
Address and telephone number (if different from notice address above):

Telephone number: _____ email: _____

(Signature)

(Date)

05/22/2012

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.

ADDENDUM TO PROOF OF CLAIM

Description of Claim: all liabilities of Debtor to Creditor of every kind and nature, if any, arising from or in connection with the Access Fee Agreement dated April 30, 2012 (Exhibit A attached to this Addendum) and/or the Access Fee Subordination Agreement dated April 30, 2010 (Exhibit B attached to this Addendum), and including without limitation all damages sustained by Creditor as a consequence of Debtor's breach of any term or condition of the Access Fee Agreement and/or the Access Fee Subordination Agreement or Debtor's breach of any duty or obligation owed to Creditor thereunder. Creditor is assignee of Synovus Bank (formerly known as The National Bank of South Carolina) as to all Synovus Bank's rights and interests in the Access Fee Agreement and the Access Fee Subordination Agreement.

Creditor presently has no actual knowledge of any breach by Debtor of any of the above agreements and files this claim for precautionary reasons.

Documents substantiating Creditor's status as the aforesaid assignee of Synovus Bank will be furnished upon request of Debtor and upon Debtor's entering into a nondisclosure and confidentiality agreement as to such documents.

EXHIBIT A

THE PARTIES AGREE THAT THE PROVISIONS OF THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, § 15-48-10, ET SEQ., OF THE CODE OF LAWS OF SOUTH CAROLINA FOR 1976 (AS AMENDED) SHALL BE APPLICABLE TO THIS AGREEMENT, EXCEPT THAT WHERE THE TERMS OF THIS AGREEMENT CONFLICT WITH THE UNIFORM ARBITRATION ACT, THEN THE TERMS OF THIS AGREEMENT SHALL PREVAIL

ACCESS FEE AGREEMENT

THIS ACCESS FEE AGREEMENT (this "Agreement"), dated and effective as of April 30, 2010, is made by and among The Cliffs Communities, Inc., a South Carolina corporation ("CCI") and The Cliffs Club & Hospitality Group, Inc., a South Carolina corporation ("ClubCo").

WHEREAS, CCI has developed eight separate communities as indicated on Exhibit A (collectively, "The Cliffs Communities", and individually, a "Cliff Community") that offer core amenities, including but not limited to golf courses, clubhouses, and dining and wellness facilities (collectively, the "Clubs", and individually, a "Club"), to the Clubs' members;

WHEREAS, eight separate limited liability companies have been formed for the purpose of owning the Clubs' assets and a limited liability company has been formed for the purpose of providing services to the Clubs' members (collectively the "Subsidiaries"; and individually, a "Subsidiary") as indicated on Exhibit A;

WHEREAS, ClubCo has been formed to wholly own the Subsidiaries and CCHG Holdings, Inc. ("CCHG") has been formed to wholly own ClubCo (the "Transition Plan") to ensure cohesion of and continued access to the Clubs' assets by the Clubs' members;

WHEREAS, CCI's subsidiary, The Cliffs Management Services, LLC, intends to continue to provide sales and marketing services, construction services, and engineering and maintenance services to The Cliffs Communities through a management services agreement and to transfer the remainder of the services related to The Cliffs Communities, including the Clubs, to The Cliffs Club & Hospitality Service Company, LLC ("Hospitality Services"), a subsidiary of ClubCo;

WHEREAS, as part of the Transition Plan, on December 30, 2009, CCI transferred ownership of the Subsidiaries to ClubCo, which will enable ClubCo to raise funds through the offering (the "Offering") of senior fixed notes (the "Notes") to certain members of the Clubs that will be secured by the Clubs' assets and that will be repaid with revenues generated by the Subsidiaries through operation of the Clubs and through access fees paid by CCI, which are intended to make available access to the Clubs for the benefit of current members and future purchasers of lots and lot/shelter products within The Cliffs Communities;

WHEREAS, CCI desires to transfer ownership in ClubCo to CCHG to further protect the Clubs' assets from creditors and CCI, Other Sellers, and ClubCo desire that the assets which consist of real and personal property that will be part of each Club are properly transferred (to the extent not already owned by each Club), and will be transferred on a going forward basis, from CCI or its respective affiliates (which for the purposes of this Agreement shall include any company under the control of CCI except for ClubCo, CCHG, and the Subsidiaries) (the "Seller") or from Other Sellers to the appropriate Subsidiary that is to own the assets of a specific Club;

WHEREAS, CCI, Other Sellers, CCHG, ClubCo and the Subsidiaries desire to make certain representations, warranties, covenants, and agreements in connection with, and to prescribe various conditions to, the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained in this Agreement, the parties hereto agree as follows:

Access Fee. Until the earliest of Legal Defeasance or Covenant Defeasance in accordance with Article 8 of the Indenture, the Satisfaction and Discharge of the Indenture in accordance with Article 11 of the Indenture, or payment in full in cash of all of the then outstanding Note Obligations, CCI hereby agrees and covenants that CCI will provide for the payment of an access fee from CCI to Hospitality Services equal to 8% of the gross purchase price paid to CCI at the closing of the sale of any company-owned lot or the company owned portion of the lot in the case of the sale of a lot/shelter product to any third party (the "Access Fee").

For purposes of this Agreement, "Indenture" shall mean that certain Indenture, among The Cliffs Club & Hospitality Group, Inc., the Guarantors that are parties thereto, and Wells Fargo Bank, National Association, as trustee, that concerns the Series A Notes due 2017 and Series B Notes due 2017, as amended or supplemented from time to time. Any other capitalized terms not defined herein shall have the meanings ascribed to them in the Indenture.

MISCELLANEOUS

Confidentiality. CCI and ClubCo acknowledge and agree that the matters covered in this Agreement are confidential and no party shall disclose or release any information concerning the negotiations and discussions pertaining to this Agreement to any other person or entity, other than the party's legal, financial, and tax advisors without the prior written consent of the other party. CCI and ClubCo acknowledge and agree to maintain as confidential all information received from each other in connection with this Agreement.

Entire Agreement; Amendments; Waivers. This Agreement and the other documents referred to herein and to be delivered pursuant hereto constitute the entire agreement of the parties hereto pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision or breach of this Agreement, whether or not similar, unless or otherwise expressly provided.

Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or sent by overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

if to CCI, to:

Cliffs Communities, Inc.
ATTN: Tim Cherry
Corporate Office
3598 Highway 11
Travelers Rest, SC 29690
Telephone: 864.371.1013
E-mail: tcherry@cliffscommunities.com

if to ClubCo, to:

The Cliffs Club & Hospitality Group, Inc.
ATTN: Scott Carlton
Corporate Office
3598 Highway 11
Travelers Rest, SC 29690
Telephone: 864.371.1003
E-mail: scarlton@cliffscommunities.com

with a copy to:

Nelson Mullins Riley & Scarborough LLP
104 South Main Street
Greenville, SC 29601
Attention: Mr. Neil E. Grayson, Esq.
Telephone: 864-250-2235
Fax: 864-250-2359

Any party may designate a change in address at any time upon written notice to the other party.

Descriptive Headings. The descriptive headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute a single agreement.

No Third Party Beneficiaries. This Agreement, together with the Exhibits and Schedules hereto, is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

Arbitration. ANY DISPUTE, CONTROVERSY OR CLAIM, INCLUDING WITHOUT LIMITATION ANY DISPUTES FOR WHICH A DERIVATIVE SUIT COULD OTHERWISE BE BROUGHT, ARISING OUT OF OR IN CONNECTION WITH, OR RELATING TO, THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH HEREOF SHALL, UPON THE REQUEST OF ANY PARTY INVOLVED, BE SUBMITTED TO, AND SETTLED BY, ARBITRATION IN THE CITY OF GREENVILLE, STATE OF SOUTH CAROLINA, PURSUANT

TO THE COMMERCIAL ARBITRATION RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION (OR AT ANY TIME OR AT ANY OTHER PLACE OR UNDER ANY OTHER FORM OF ARBITRATION MUTUALLY ACCEPTABLE TO THE PARTIES SO INVOLVED). ANY AWARD RENDERED SHALL BE FINAL AND CONCLUSIVE UPON THE PARTIES AND A JUDGMENT THEREON MAY BE ENTERED IN THE HIGHEST COURT OF THE FORUM, STATE OR FEDERAL, HAVING JURISDICTION. THE EXPENSES OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES TO THE ARBITRATION, PROVIDED THAT EACH PARTY SHALL PAY FOR AND BEAR THE COST OF ITS OWN EXPERTS, EVIDENCE, AND COUNSEL FEES; EXCEPT THAT IN THE DISCRETION OF THE ARBITRATOR, ANY AWARD MAY INCLUDE THE COST OF A PARTY'S COUNSEL IF THE ARBITRATOR EXPRESSLY DETERMINES THAT THE PARTY AGAINST WHOM SUCH AWARD IS ENTERED HAS CAUSED THE DISPUTE, CONTROVERSY, OR CLAIM TO BE SUBMITTED TO ARBITRATION AS A DILATORY TACTIC.

Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of South Carolina (without regard to conflict of laws principles thereof) as to all matters, including, but not limited to, matters of validity, construction, effect, performance, and remedies.

Publicity. The parties to this Agreement shall consult with each other prior to issuing any press release or making any other public announcement with respect to the transactions contemplated by this Agreement and shall not issue any such press release or make any such public announcement prior to such consultation and execution of this Agreement, except as may be required by applicable law.

Assignment. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

Severability of Provisions. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank -- Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly signed as of the date first written above.

CCI:

THE CLIFFS COMMUNITIES, INC., a
South Carolina corporation

By:  _____

Name: James B. Anthony
Title: President

ClubCo:

**THE CLIFFS CLUB & HOSPITALITY
GROUP, INC.,** a South Carolina corporation

By:  _____

Name: J. Scott Carlton
Title: President

Exhibit A

List of Subsidiaries and State of Organization

Name of Subsidiary	State of Organization
The Cliffs at High Carolina Golf & Country Club, LLC	North Carolina
The Cliffs at Mountain Park Golf & Country Club, LLC	South Carolina
The Cliffs at Walnut Cove Golf & Country Club, LLC	South Carolina
The Cliffs at Keowee Springs Golf & Country Club, LLC	South Carolina
The Cliffs at Keowee Falls Golf & Country Club, LLC	South Carolina
The Cliffs at Keowee Vineyards Golf & Country Club, LLC	South Carolina
The Cliffs at Glassy Golf & Country Club, LLC	South Carolina
The Cliffs Valley Golf & Country Club, LLC	South Carolina
The Cliffs Club & Hospitality Service Company, LLC	South Carolina

EXHIBIT B

Execution Version

ACCESS FEE SUBORDINATION AGREEMENT

THIS ACCESS FEE SUBORDINATION AGREEMENT (this "Agreement") is made and entered into this 30th day of April, 2010, by and among THE CLIFFS COMMUNITIES, INC., for itself and on behalf of certain Loan Parties under and as defined in the below-referenced Restructuring Agreement that constitute Sellers under and as defined in the below-referenced Transition Agreement ("CCI"); THE CLIFFS CLUB & HOSPITALITY GROUP, INC. ("ClubCo"); THE CLIFFS CLUB & HOSPITALITY SERVICES COMPANY, LLC, for itself and on behalf of the Subsidiaries under the Transition Agreement referenced below ("CCHSC"); and THE NATIONAL BANK OF SOUTH CAROLINA ("Lender").

WHEREAS, CCHSC and CCI are parties, among others, to that certain Restructuring and Transition Services Agreement, dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Transition Agreement"), pursuant to which CCI and certain Loan Parties, as Sellers under the Transition Agreement, will owe to CCHSC the Access Fee that is payable from time to time on the terms and conditions set forth in the Transition Agreement;

WHEREAS, CCI and ClubCo are parties, among others, to that certain Access Fee Agreement, dated as of the date hereof (the "Access Fee Agreement"), which shall evidence the obligation to pay the Access Fee pursuant to the terms thereof (the Access Fee referenced in the Transition Agreement and the Access Fee referenced in the Access Fee Agreement collectively referred to herein as the "Access Fee");

WHEREAS, Lender has agreed to restructure certain existing obligations owed by CCI and certain other Loan Parties (the "Existing Obligations") and extend additional financing to CCI and such Loan Parties, pursuant to the terms and conditions of that certain Restructuring Agreement, dated as of April 30, 2010, by and among Lender, CCI and the other parties thereto (as the same may be amended, restated or otherwise modified from time to time, the "Restructuring Agreement"); capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Restructuring Agreement or in the Transition Agreement, as applicable); and

WHEREAS, to induce Lender to: (i) restructure the Existing Obligations and extend additional financing to CCI and certain other Loan Parties pursuant to the Restructuring Agreement, and (ii) consent to the transactions contemplated by the Transition Agreement, CCHSC is willing to subordinate and suspend all payments of the Access Fee on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and in order to induce Lender to extend additional financing to CCI and certain other Loan Parties, CCHSC agrees as follows:

1. Subordination.

(a) General. CCHSC, for itself and on behalf of the Subsidiaries under the Transition Agreement, hereby agrees that:

(i) upon the occurrence of a Suspension Event, and notwithstanding the terms of the Transition Agreement, no Access Fee shall be payable by CCI or any Seller to CCHSC upon the Disposition of a lot or lot/shelter product in The Cliffs Communities;

(ii) upon the occurrence of a Suspension Event described in Section 1(c)(v)(B) hereof, no Access Fee shall be payable to CCHSC by the Lender upon the Disposition of a lot or lot/shelter product in The Cliffs Communities by the Lender or an agent or representative thereof;

(iii) the failure of CCI or any Seller (or the Lender) to pay the Access Fee in accordance with this Agreement shall not constitute a default or breach of contract by CCI or such Seller under the Transition Agreement or any other agreement by or between CCI or any Seller and CCHSC and/or CCHG, ClubCo or its Subsidiaries and CCI or any Seller;

(iv) the failure of CCI or any Seller (or the Lender) to pay the Access Fee in accordance with this Agreement shall not extinguish, suspend, alter or modify the right of CCI or any Seller (or the Lender) to offer to purchasers of lots or lot/shelter products in The Cliffs Communities the opportunity to purchase a Membership at the Clubs at the posted initiation fees and dues at the time of such sale and, in this connection, ClubCo and CCHSC, on behalf of itself and the Subsidiaries under the Transition Agreement, agree that such initiation fees and dues applicable to any such purchaser of lots or lot shelter products shall be for amounts that do not exceed those that are generally applicable to all members of the Clubs).

(b) Accrued Access Fee. Upon the occurrence of a Suspension Event, CCI or any Seller shall not pay, and CCHSC, for itself and on behalf of the Subsidiaries under the Transition Agreement, shall not accept or receive, any Access Fee that has accrued and remains unpaid on or prior to the Suspension Event ("Accrued Access Fee"). The payment of such Accrued Access Fee shall be subordinated to the indefeasible payment in full in cash of all Obligations under the Restructuring Agreement. Accordingly, upon the distribution of proceeds of the liquidation or sale of any assets of CCI or any Seller, or of any Bankruptcy Collateral Payment, or of any Enforcement Action or other payment with respect to, or in satisfaction of, claims against CCI or any Seller, such distribution shall be applied: *first*, to the payment in full of all then outstanding Obligations under the Restructuring Agreement until all such Obligations are indefeasibly paid in full in cash; and *second*, to the payment in full of the outstanding Accrued Access

Fee until all of the Accrued Access Fee is paid in full in cash.

(c) Definitions. For purposes of this Agreement, the following terms shall have the following meaning:

(i) "Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy", as now and hereinafter in effect, or any succession statute.

(ii) "Bankruptcy Collateral Payment" shall mean any adequate protection payment or other distribution of monies paid by CCI or any Seller, as debtor-in-possession, or by a trustee of CCI or any Seller, in any Bankruptcy Proceeding of CCI or any Seller.

(iii) "Bankruptcy Proceeding" shall mean any actions taken by or against any CCI or a Seller whereby such party shall: (a) file with any bankruptcy court of competent jurisdiction, or be the subject of any petition, under the Bankruptcy Code; (b) be the subject for any order for relief issued under the Bankruptcy Code; (c) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors; (d) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator or liquidator; or (e) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or act relating to bankruptcy, insolvency or relief for debtors.

(iv) "Enforcement Action" means: (a) the commencement of any action or proceeding, whether judicial or otherwise, for the enforcement of such party's rights and remedies with respect to any collateral security securing any obligation or indebtedness, and including commencement of any receivership, foreclosure proceedings or other actions against, or any other sale of, collection on, or disposition of, any collateral, or any exercise of remedies with respect to the collateral; (b) notifying any third-party account debtors of CCI or any Seller to make payment directly to a lender or other obligee; or (c) the exercise of any right of set-off against CCI or any Seller.

(v) "Suspension Event" shall mean the occurrence of any one or more of the following events:

(A) the occurrence of an Event of Default under the Restructuring Agreement by reason of the failure of CCI or another Borrower thereunder to pay an Obligation thereunder when due;

(B) the foreclosure by Lender upon any Collateral securing the Obligations under the Restructuring Agreement (the "Restructuring Agreement Collateral") or the conveyance by CCI or any Seller to Lender of any assets comprising the Restructuring Agreement Collateral in any deed-in-lieu or other conveyance transaction by which Lender obtains outright title to such Restructuring Agreement Collateral, including pursuant to a Bankruptcy Proceeding;

(C) the taking by Lender of any other Enforcement Action against CCI or any Seller under the Restructuring Agreement; or

(D) the commencement of Bankruptcy Proceeding with respect to CCI or any Seller.

(d) Construction. In the event Lender takes title to any lots or lot/shelter products in The Cliffs Communities, whether pursuant to foreclosure or by deed-in-lieu or any other conveyance transaction, including pursuant to any Bankruptcy Proceeding, the reference to a "Seller" in paragraph (a) above shall be deemed to include Lender and Lender shall be entitled to the benefits afforded by such paragraph.

2. Representations and Warranties. CCHSC hereby warrants and represents to Lender that (a) it has neither given nor executed any prior subordination, security agreement or assignment which is presently effective with respect to the Access Fee, (b) the payment of the Access Fee is, and will remain, an unsecured obligation, (c) attached hereto as Exhibit A is a true and complete copy of the Transition Agreement, (d) other than the Transition Agreement, there are no other agreements between CCHSC and any Loan Party relating to the subject matter thereof, (e) it has the requisite power and authority to execute and deliver and to perform its obligations under, and that it has duly authorized by all necessary action the execution, delivery and performance of, this Agreement, and (f) this Agreement is the legally valid and binding obligation of CCHSC and the Subsidiaries under the Transition Agreement, enforceable against each such party in accordance with its terms.

3. Amendments; Waivers. No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by any Loan Party, CCHSC or any Subsidiary under the Transition Agreement therefrom, shall in any event be effective unless the same shall be in writing and signed by all parties hereto. This Agreement shall not be affected or impaired by any extension, renewal, release, arrangement or composition which may become effective between Loan Parties and Lender. No delay or failure on Lender's part in the exercise of any right or remedy shall constitute course of dealing or future waiver of such right or remedy or preclude other or further exercises thereof or the exercise of any other right or remedy.

4. Notices. Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telexed or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile or telex, or three (3) business days after

depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the address of each party hereto shall be as set forth under such party's name on the signature pages hereof or, as to any party, such other address as shall be designated by such party in a written notice delivered to the other parties hereto.

5. **Successors and Assigns.** Lender's rights and privileges hereunder shall inure to the benefit of its successors and assigns, and this Agreement shall be binding upon CCHSC's successors and assigns. For the avoidance of doubt, any reference to Lender hereunder shall include any assignee of Lender under the Restructuring Agreement or any lender or group of lenders that refinances or replaces the Obligations under the Restructuring Agreement, in whole or in part (a "**Refinancing**"). In this connection, any indebtedness incurred in connection with such Refinancing and all other obligations under or in connection with the loan documents evidencing or securing such Refinancing (the "**Refinancing Obligations**") shall automatically be afforded the benefits hereby as if such Refinancing Obligations constituted Obligations under the Restructuring Agreement. Further, CCHSC, for itself and on behalf of the Subsidiaries under the Transition Agreement, agrees to enter into such agreements and documents (including, without limitation, amendments or supplements to this Agreement) as the lender or group of lenders providing such Refinancing Obligations (the "**Refinancing Lenders**") shall reasonably request in order to provide the Refinancing Lenders the rights, remedies, powers and authorities contemplated hereby, in each case consistent with this Agreement.

6. **Conflict.** In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of the Transition Agreement, the Restructuring Agreement or any other document executed in connection therewith, the provisions of this Agreement shall control and govern. For purposes of this Section 6, to the extent that any provisions of any of the Transition Agreement, the Restructuring Agreement or any other document executed in connection therewith provide rights, remedies and benefits to Lender that exceed the rights, remedies and benefits provided to Lender under this Agreement, such provisions of the Transition Agreement, the Restructuring Agreement or any other document executed in connection therewith shall be deemed to supplement (and not to conflict with) the provisions hereof.

7. **Expenses.** CCHSC and CCI agree, jointly and severally, to pay Lender on demand all expenses of every kind, including reasonable attorney's fees, that Lender may incur in enforcing any of the rights of Lender under this Agreement.

8. **Defects Waived.** This Agreement is effective notwithstanding any defect in the validity or enforceability of any instrument or document at any time evidencing or securing the whole or any part of the Obligations or Refinancing Obligations, as applicable.

9. **Termination.** This Agreement shall terminate upon the indefeasible payment in full in cash of the Obligations pursuant to the Restructuring Agreement.

10. **Severability.** In the event that any provision of this Agreement is deemed to be invalid, illegal or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court or governmental authority, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or

impaired thereby, and the affected provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Agreement.

11. **Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts (any of which may be delivered via facsimile or other electronic transmission), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

12. **Headings.** The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

13. **GOVERNING LAW.** THE VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF SOUTH CAROLINA APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE.

14. **CONSENT TO JURISDICTION.** EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT OF THE DISTRICT OF SOUTH CAROLINA, AND OF ANY STATE COURT OF THE STATE OF SOUTH CAROLINA SITTING IN GREENVILLE, SOUTH CAROLINA AND ANY APPELLATE COURT FROM ANY THEREOF, AND IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RESTRUCTURING AGREEMENT AND THE TRANSITION AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OR FORUM NON CONVENIENS. EACH OF THE PARTIES HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON IT BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY AT ITS RESPECTIVE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

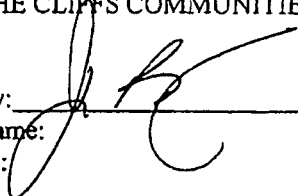
15. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT, THE RESTRUCTURING AGREEMENT OR THE TRANSITION SERVICES AGREEMENT. EACH OF THE PARTIES HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN

INDUCED TO ENTER INTO THIS AGREEMENT AND, WITH RESPECT TO THE LENDER, THE RESTRUCTURING AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

16. **Miscellaneous.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written negotiations, agreements and understandings of the parties with respect to the subject matter hereof, except the agreements embodied in the Restructuring Agreement and the other Loan Documents.

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal the day and year first above written.

THE CLIFFS COMMUNITIES, INC.

By: 
Name: _____
Its:

Address: 3598 Highway 11
Travelers Rest, South Carolina 29690
Attention: Timothy Cherry
Fax: (864) 371-1735
Telephone: (864) 371-1000


with a copy to:

K&L Gates LLP
Hearst Tower
214 North Tryon Street
47th Floor
Charlotte, North Carolina 28202
Attention: Patrick L. Ridinger
Fax: (704) 353-3248
Telephone: (704) 331-7548

[Signatures Continue on the Following Pages]

[Signature Page to Access Fee Subordination Agreement]

THE CLIFFS CLUB & HOSPITALITY GROUP,
INC.

By: 
Name: _____
Its:

Address: Corporate Office
3598 Highway 11
Travelers Rest, South Carolina 29690
Attention: Scott Carlton
Fax: (864) 371-1839
Telephone: (864) 371-1003

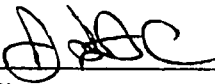
with a copy to:

Wyche Burgess Freeman & Parham
44 East Camperdown Way
Greenville, South Carolina 29601
Attention: Melinda Davis Lux
Fax:
Telephone:

[Signatures Continue on the Following Pages]

[Signature Page to Access Fee Subordination Agreement]

THE CLIFFS CLUB & HOSPITALITY
SERVICES COMPANY, LLC, on behalf of itself
and in its capacity as sole Member of the
Subsidiaries under the Transition Agreement

By: 
Name: _____
Its:

Address: Corporate Office
3598 Highway 11
Travelers Rest, South Carolina 29690
Attention: Scott Carlton
Fax: (864) 371-1839
Telephone: (864) 371-1003

with a copy to:

Wyche Burgess Freeman & Parham
44 East Camperdown Way
Greenville, South Carolina 29601
Attention: Melinda Davis Lux
Fax:
Telephone:


[Signatures Continue on the Following Pages]

[Signature Page to Access Fee Subordination Agreement]

ACKNOWLEDGMENT OF COLLATERAL TRUSTEE

The undersigned, Wells Fargo Bank, National Association, as Collateral Trustee (the "Collateral Trustee"), hereby acknowledges the execution and delivery of this Agreement by the parties hereto and hereby agrees that any mortgage, security deed, lien, encumbrance or security interest in or upon the assets of CCHSC or any Subsidiary thereof in favor of the Collateral Trustee shall be subject and subordinate to the terms and conditions of this Agreement.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Trustee

By:  _____
Title: _____

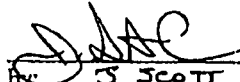
[Signature Page to Access Fee Subordination Agreement]

**ACKNOWLEDGMENT OF SUBSIDIARIES OF
THE CLIFFS CLUB & HOSPITALITY SERVICES COMPANY, LLC**

Each of the undersigned hereby acknowledges the execution and delivery of this Agreement by the parties hereto and hereby agrees to comply with the terms and conditions set forth in Sections 1, 3 and 5 of the Agreement.

THE CLIFFS AT MOUNTAIN PARK GOLF & COUNTRY CLUB, LLC
THE CLIFFS AT KEOWEE VINEYARDS GOLF & COUNTRY CLUB, LLC
THE CLIFFS AT WALNUT COVE GOLF & COUNTRY CLUB, LLC
THE CLIFFS AT KEOWEE FALLS GOLF & COUNTRY CLUB, LLC
THE CLIFFS AT KEOWEE SPRINGS GOLF & COUNTRY CLUB, LLC
THE CLIFFS AT HIGH CAROLINA GOLF & COUNTRY CLUB, LLC
THE CLIFFS AT GLASSY GOLF & COUNTRY CLUB, LLC
THE CLIFFS VALLEY GOLF & COUNTRY CLUB, LLC

By: THE CLIFFS CLUB & HOSPITALITY SERVICES COMPANY, LLC, its sole Member


By: S SCOTT CARLTON
Title: PRESIDENT

[Signature Page to Access Fee Subordination Agreement]

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Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

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FLORENCE
GREENVILLE
MYRTLE BEACH
WASHINGTON, DC

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www.hsblawfirm.com

ANDREW J. WHITE, JR.
SHAREHOLDER
DIRECT DIAL NUMBER 864.240.3288
awhite@hsblawfirm.com

May 22, 2012

VIA FEDERAL EXPRESS

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

Re: The Cliffs Club & Hospitality Group, Inc., 12-01220
The Cliffs at Mountain Park Golf & Country Club, 12-01225
The Cliffs at Keowee Vineyards Golf & Country Club, LLC 12-01226
The Cliffs at Walnut Cove Golf & Country Club, LLC, 12-01227
The Cliffs at Keowee Falls Golf & Country Club, LLC, 12-01229
The Cliffs at Keowee Springs Golf & Country Club, LLC, 12-01230
The Cliffs at High Carolina Golf & Country Club, LLC, 12-01231
The Cliffs at Glassy Golf & Country Club, LLC, 12-01234
The Cliffs Valley Golf & Country Club, LLC, 12-01236
The Cliffs Club & Hospitality Service Company, LLC, 12-01237

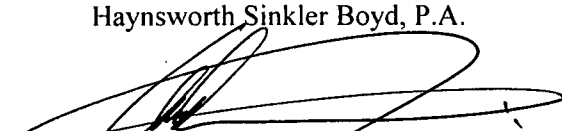
Ladies and Gentlemen:

Enclosed are a total of ten (10) proofs of claim, one for each of the above bankruptcy cases. Please file each proof of claim in its respective bankruptcy case.

Also enclosed are extra copies of each claim. Please clock in and return the extra copies to me in the FedEx envelope provided.

Yours truly,

Haynsworth Sinkler Boyd, P.A.


Andrew J. White, Jr.

AJW:kk
Enclosures (as stated)

From: (864) 240-3275
Kim Karr
Haynsworth Sinkler Boyd
75 Beattie Place
11th Floor
Greenville, SC 29601

Origin ID: LQKA



J12101112190225

Ship Date: 22MAY12
ActWgt: 1.0 LB
CAD: 8172925/NET3250

Delivery Address Bar Code



SHIP TO: (952) 404-5700
Cliffs Claims Processing
BMC Group, Inc.
18675 LAKE DR E

BILL SENDER

Ref # AJW; 35822-0001
Invoice #
PO #
Dept #

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MAY 23 2012

BMC GROUP

CHANHASSEN, MN 55317

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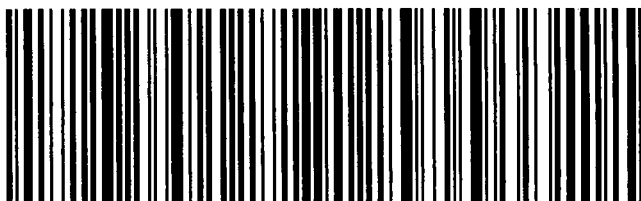
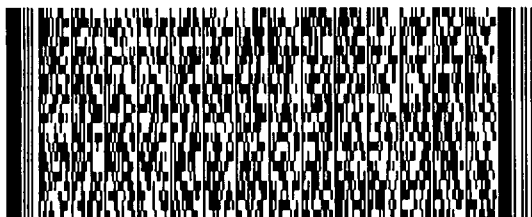
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