


<b>UNITED STATES BANKRUPTCY COURT</b> _____ <b>DISTRICT OF</b> <u>South Carolina</u>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>The Cliffs at Walnut Cove Golf &amp; Country Club, LLC</b>		Case Number: <b>12-01227</b>
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): <b>DuBose Enterprises, LTD.</b>		<b>COURT USE ONLY</b>
Name and address where notices should be sent: <b>W. Andrew Gowder, Jr.</b> <b>PO Drawer 22247</b> <b>Charleston, SC 29413-2247</b>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Telephone number: _____ email: <b>wag@p-tw.com; 843.727.2229</b>		
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: _____		
<b>RECEIVED</b> <b>MAY 24 2012</b> <b>BMC GROUP</b>		
<b>1. Amount of Claim as of Date Case Filed:</b> _____ § Certificate of Special Membership or §614.573 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.		
<b>2. Basis for Claim:</b> <u>Certificate of Special Membership</u> (See instruction #2)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____	<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)
<b>4. Secured Claim (See instruction #4)</b> 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.		<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____
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: \$ _____
<b>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.</b>		
<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: \$ _____
		Cliffs POC  00869
*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.		
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

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

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

If the documents are not available, please explain:

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

Check the appropriate box.

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

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

Print Name: David Dubois  
 Title: Trustee  
 Company: Trustee  
 Address and telephone number (if different from notice address above):  
P.O. Box 1201  
MARION, N.C. 28752  
 Telephone number: 708-442-5778 email:

David Dubois 5-20-12  
 (Signature) (Date)

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

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

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

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

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

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

**1. Amount of Claim as of Date Case Filed:**  
 State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

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

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**  
 State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**  
 Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**3b. Uniform Claim Identifier:**  
 If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

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

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).**  
 If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

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

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

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

**CERTIFICATE OF SPECIAL MEMBERSHIP PRIVILEGES**  
**THE CLIFFS AT WALNUT COVE GOLF & COUNTRY CLUB, LLC**

The undersigned, The Cliffs At Walnut Cove Golf & Country Club, LLC, a South Carolina limited liability company authorized to do business in North Carolina, does hereby ratify, confirm and deliver this Certificate of Special Membership Privileges:

**Background**

DuBose Enterprises, LTD ("DuBose"), and Joan DuBose Schelly ("Schelly"), collectively referred to as Sellers, and Waterfall Investment Group, LLC, a North Carolina limited liability company as Buyer, entered into that certain Purchase And Sale Agreement dated January 14, 2002, as the same has been amended to date (the "Acquisition Agreement"). All capitalized persons and terms provided in this Certificate of Special Membership Privileges shall have the same meanings as are provided therefor in the Acquisition Agreement, unless otherwise defined herein, and shall include both the singular and plural thereof. The Acquisition Agreement provided, in part, that at the closing under the Acquisition Agreement, written documentation would be provided ratifying and confirming the issuance of special Membership privileges in the private golf and country club to be formed and operated at the Walnut Cove development (the "Special Membership Privileges").

To satisfy the condition that written documentation of the Special Membership Privileges would be executed and delivered at the Closing of the Acquisition Agreement, The Cliffs At Walnut Cove Golf & Country Club, LLC executes and delivers, for the benefit of Sellers, but no other person not a party to the Acquisition Agreement, this Certificate of Special Membership Privileges.

**Agreement**

1. Undertaking of The Cliffs at Walnut Cove Golf & Country Club. The Cliffs at Walnut Cove Golf & Country Club, LLC does hereby agree that the Membership Plan adopted for the golf and country club facilities developed by it at Walnut Cove and to be operated as a commercial, private Membership club (the "Club"), shall be subject to the following Special Membership privileges, which shall take precedence over any conflicting Membership right or privilege set forth in the Membership Plan and applicable to other Members thereunder:

2. Honorary Memberships. Attached hereto as Exhibit "A" are the names of persons who, pursuant to the Acquisition Agreement, are permitted to be named by Sellers to be issued "Honorary Memberships," hereinafter described, in the Club (the "Honorary Members"). Schelly shall be allowed to name two (2) persons to receive Honorary Memberships, and DuBose shall be allowed to name three (3) persons to receive Honorary Memberships. Until a person is named to receive an Honorary membership, that person shall not be entitled to exercise an privileges of membership in the Club. Once issued to the person named to receive same, the person shall hold the Honorary Membership pursuant to the Membership Plan of the Club, from time to time existing, and to the following terms and conditions, which shall take precedence over any conflicting provision of the Membership Plan:

2.1 Holders of Honorary Memberships hereunder will be accorded the highest category or categories of family membership privileges for use of and access to the Club facilities, and full reciprocal rights at other Cliffs Clubs facilities ("Full Family Membership") " The Honorary Memberships shall be lifetime memberships, issued to a named individual and such individual's spouse, and shall terminate at the death of the survivor of such named individual and such individual's spouse. All Honorary Memberships shall include full Club privileges including golf. As to Schelly's Honorary Memberships

and two (2) of DuBose's Honorary Memberships, all initiation and membership fees shall be waived, and no up-front charges or special assessments shall be assessed, no Club dues shall be required, and the annual food and beverage minimum requirement shall be waived. Such memberships are collectively referred to as "Dues-free Honorary Memberships."

2.2 One (1) of the Honorary Memberships issued to DuBose will be subject to periodic dues and food minimums, as charged to other Members from time to time, but only upon activation of such membership by the holder of such membership ("Dues-paying Honorary Membership"). An Honorary Member will be responsible for the payment of all pro shop charges, bar and restaurant charges, guest green fees and cart fees incurred by such Honorary Member.

2.3 An Honorary Membership shall be non-transferable. If an Honorary Member owns property in the Development, and desires to sell such property to a third party ("Retail Buyer"), the Honorary Member may resign his or her Honorary Membership and warrant to the Retail Buyer that the Club will issue to the Retail Buyer a Full Family Membership, in accordance with the then existing Membership Plan of the Club, contingent upon the Retail Buyer's payment to the Club of the refundable deposit required by the Plan, the Retail Buyer's completion of all Club-required forms and applications, and agreement of the Retail Buyer to abide by all terms and conditions of the Membership Plan, including payment of all dues, charges and minimums becoming due and payable from and after the date of membership issuance. Honorary Membership resignation, the Retail Buyer's payment to the Club of the required, refundable deposit and completion of all Club-required forms, applications and agreements as aforesaid, and issuance of the Full Family Membership to the Retail Buyer must occur within six (6) months following the Retail Buyer's closing with the Honorary Member. The Honorary Member shall, on or before the closing with the Retail Buyer, provide the Club the name of the Retail Buyer. DuBose shall also identify the Honorary Membership to be resigned with issuance of the Full Family Membership to his Retail Buyer as either a Dues-free Honorary Membership or the one (1) Dues-paying Honorary Membership.

2.4 Upon resignation from the Club of an Honorary Member or the death of the last survivor of the named member and spouse, the Honorary Membership will be terminated and the privileges appurtenant thereto cancelled. In the case of a terminated Dues-free Honorary Membership, neither the former Honorary Member nor his or her heirs, successors or assigns shall be entitled to the payment of any sum in exchange for such terminated membership and cancelled privileges. In the case of the Dues-paying Honorary Membership, upon issuance of the Full Family Membership, the Club shall pay an amount equal to the Retail Buyer's refundable, initiation deposit paid by the Retail Buyer to the Club (which shall not be less than the published amount therefor) in exchange for the terminated Dues-paying Honorary Membership. Neither the Dues-free Honorary Memberships nor the one (1) Dues-paying Honorary Membership shall be terminated by an assignment from Buyer or its assigns to some other entity in which it has no ownership interest.

3. Undertaking Binding Upon Club. The Club agrees that its undertakings herein agreed to be kept and performed shall be binding upon and inure to the benefit of the Club and the Club's facilities, and their successors and assigns.

4. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Certificate of Special Membership Privileges shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

In witness whereof The Cliffs at Walnut Cove Golf & Country Club, LLC does execute and deliver the within Certificate of Special Membership Privileges this 30<sup>th</sup> day of September, 2002.

THE CLIFFS AT WALNUT COVE GOLF & COUNTRY CLUB, LLC

BY: THE CLIFFS COMMUNITIES, INC.  
ITS: Sole Member and Manager

By: [Signature]  
[Signature]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for the said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he is \_\_\_\_\_ of The Cliffs Communities, Inc., a corporation, the sole Member of The Cliffs at Walnut Cove Golf & Country Club, LLC, a limited liability company, and that he as \_\_\_\_\_, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
[NOTARY SEAL]

**Exhibit "A"**

**Persons Permitted to be Honorary Members**

The following persons are permitted to be named by Sellers to be issued "Honorary Memberships:"

David DuBose  
Suc Ann DuBose  
Jason DuBose  
Max DuBose  
Joan DuBose Schelly  
Andrea Schelly

NPMB1 51043-CA-(BFK) 021723-00041

CERTIFICATE OF LLC AUTHORIZATION

GRANTING OF SPECIAL MEMBERSHIP PRIVILEGES AT THE CLIFFS AT WALNUT COVE GOLF & COUNTRY CLUB

The undersigned sole Member and sole Manager (sometimes referred to as, the "Member" and sometimes referred to as, the "Manager") of The Cliffs At Walnut Cove Golf & Country Club, LLC (the "Company"), a South Carolina limited liability company, does hereby certify the following resolutions have been adopted and remain in full force and effect:

RESOLVED, that, the Company is a member managed limited liability company and the sole Member of the Company is The Cliffs Communities, Inc.; and

RESOLVED FURTHER, that any and all acts of the Officers of the Member, pursuant to the authority hereby presented and directed be, are, and the same shall continue until such authorities are revoked by the Member, hereby approved, ratified and accepted as the actions of the Member of the Company; and

RESOLVED FURTHER, that the Officers of the Member are

James B. Anthony President & Chief Executive Officer.

Darrell E. Whitaker Chief Operating Officer, Vice President of Finances, and Secretary of the Corporation.

RESOLVED FURTHER, that the execution and delivery of that certain Certificate of Special Membership Privileges in the name of the Company and the obligations of the Company therein to be kept and performed, are hereby ratified, confirmed, approved and adopted as acts of the Company; and

RESOLVED FURTHER, that the officers of the Member of the Company who are authorized and directed to act on behalf of the Company shall include such successors to said offices as shall be set forth in a certificate of such succession executed and delivered by the Secretary of such corporation; and

RESOLVED FURTHER, that James B. Anthony and Darrell E. Whitaker, or either of them, are specifically authorized and directed to execute and deliver in the name of The Cliffs Communities, Inc., as either the Member or the Manager, in behalf of the Company the attached form of Certificate of Special Membership Privileges.

MEMBER and MANAGER:

THE CLIFFS COMMUNITIES, INC.

By: [Signature]  
Its: President

Date: 9 30 2002

NPMB1 5104.3-CA-(BPK) 021723-00041

**Replacement Value of Honorary Membership**

Current non-refundable initiation fee	\$	50,000
Current monthly full golf dues	\$	865
Dues Growth Rate		2.0%
Discount Rate		5.0%

**Max DuBose**

Net Present Value of Membership \$ 314,727

Age	Year	Initiation	Dues	Total Cost
35	2012	\$ 50,000	\$ 10,380	\$ 60,380
36	2013	\$ -	\$ 10,588	\$ 10,588
37	2014	\$ -	\$ 10,799	\$ 10,799
38	2015	\$ -	\$ 11,015	\$ 11,015
39	2016	\$ -	\$ 11,236	\$ 11,236
40	2017	\$ -	\$ 11,460	\$ 11,460
41	2018	\$ -	\$ 11,690	\$ 11,690
42	2019	\$ -	\$ 11,923	\$ 11,923
43	2020	\$ -	\$ 12,162	\$ 12,162
44	2021	\$ -	\$ 12,405	\$ 12,405
45	2022	\$ -	\$ 12,653	\$ 12,653
46	2023	\$ -	\$ 12,906	\$ 12,906
47	2024	\$ -	\$ 13,164	\$ 13,164
48	2025	\$ -	\$ 13,428	\$ 13,428
49	2026	\$ -	\$ 13,696	\$ 13,696
50	2027	\$ -	\$ 13,970	\$ 13,970
51	2028	\$ -	\$ 14,250	\$ 14,250
52	2029	\$ -	\$ 14,535	\$ 14,535
53	2030	\$ -	\$ 14,825	\$ 14,825
54	2031	\$ -	\$ 15,122	\$ 15,122
55	2032	\$ -	\$ 15,424	\$ 15,424
56	2033	\$ -	\$ 15,733	\$ 15,733
57	2034	\$ -	\$ 16,047	\$ 16,047
58	2035	\$ -	\$ 16,368	\$ 16,368
59	2036	\$ -	\$ 16,696	\$ 16,696
60	2037	\$ -	\$ 17,029	\$ 17,029
61	2038	\$ -	\$ 17,370	\$ 17,370
62	2039	\$ -	\$ 17,717	\$ 17,717
63	2040	\$ -	\$ 18,072	\$ 18,072
64	2041	\$ -	\$ 18,433	\$ 18,433
65	2042	\$ -	\$ 18,802	\$ 18,802
66	2043	\$ -	\$ 19,178	\$ 19,178
67	2044	\$ -	\$ 19,562	\$ 19,562
68	2045	\$ -	\$ 19,953	\$ 19,953
69	2046	\$ -	\$ 20,352	\$ 20,352
70	2047	\$ -	\$ 20,759	\$ 20,759
71	2048	\$ -	\$ 21,174	\$ 21,174
72	2049	\$ -	\$ 21,598	\$ 21,598
73	2050	\$ -	\$ 22,029	\$ 22,029
74	2051	\$ -	\$ 22,470	\$ 22,470
75	2052	\$ -	\$ 22,919	\$ 22,919
76	2053	\$ -	\$ 23,378	\$ 23,378
77	2054	\$ -	\$ 23,845	\$ 23,845
78	2055	\$ -	\$ 24,322	\$ 24,322
79	2056	\$ -	\$ 24,809	\$ 24,809
80	2057	\$ -	\$ 25,305	\$ 25,305
81	2058	\$ -	\$ 25,811	\$ 25,811
82	2059	\$ -	\$ 26,327	\$ 26,327
83	2060	\$ -	\$ 26,854	\$ 26,854
84	2061	\$ -	\$ 27,391	\$ 27,391
85	2062	\$ -	\$ 27,939	\$ 27,939

**David DuBose**

Net Present Value of Membership \$ 199,846

Age	Year	Initiation	Dues	Total Cost
66	2012	\$ 50,000	\$ 10,380	\$ 60,380
67	2013	\$ -	\$ 10,588	\$ 10,588
68	2014	\$ -	\$ 10,799	\$ 10,799
69	2015	\$ -	\$ 11,015	\$ 11,015
70	2016	\$ -	\$ 11,236	\$ 11,236
71	2017	\$ -	\$ 11,460	\$ 11,460
72	2018	\$ -	\$ 11,690	\$ 11,690
73	2019	\$ -	\$ 11,923	\$ 11,923
74	2020	\$ -	\$ 12,162	\$ 12,162
75	2021	\$ -	\$ 12,405	\$ 12,405
76	2022	\$ -	\$ 12,653	\$ 12,653
77	2023	\$ -	\$ 12,906	\$ 12,906
78	2024	\$ -	\$ 13,164	\$ 13,164
79	2025	\$ -	\$ 13,428	\$ 13,428
80	2026	\$ -	\$ 13,696	\$ 13,696
81	2027	\$ -	\$ 13,970	\$ 13,970
82	2028	\$ -	\$ 14,250	\$ 14,250
83	2029	\$ -	\$ 14,535	\$ 14,535
84	2030	\$ -	\$ 14,825	\$ 14,825
85	2031	\$ -	\$ 15,122	\$ 15,122



PROFESSIONAL ASSOCIATION

16 CHARLOTTE STREET  
CHARLESTON, SC 29403

PO DRAWER 22247  
CHARLESTON, SC 29413-2247

PHONE: 843.727.2200  
FAX: 843.727.2238

WWW.P-TW.COM

E. DOUGLAS PRATT-THOMAS

G. TRENHOLM WALKER

W. ANDREW GOWDER, JR.

JON L. AUSTEN

LINDSAY K. SMITH-YANCEY (SC, NC)

THOMAS H. HESSE (SC, GA)

IAN W. FREEMAN (SC, CA)

DANIEL S. McQUEENEY, JR.

KATHLEEN FOWLER MONOC

May 23, 2012

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. 12-01227  
Our file number 7322.001

Dear Sir/Madam:

I have enclosed the Proof of Claims and supporting documents for Jason DuBose, Max Dubose, David and Sue Ann DuBose, and DuBose Enterprises, LTD., in the above matter. I would ask that you handle the Claims in accordance with the instructions from the Notice dated April 10, 2012. Upon receipt of these claims, please confirm receipt of them via email to me at wag@p-tw.com.

Thank you. If you have any questions or if there is anything additionally required for filing, please contact me.

Sincerely,

PRATT-THOMAS WALKER, PA



W. Andrew Gowder, Jr.

WAG:cas  
Enclosures as stated

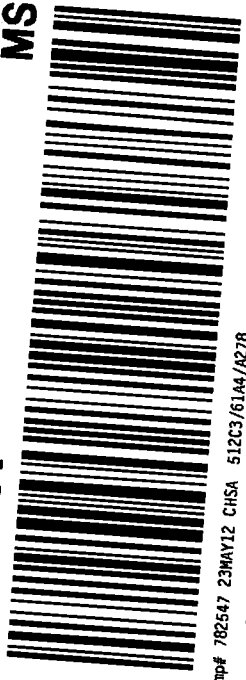
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1 From This portion can be removed for Recipient's records.  
 Date 5-23-12 FedEx Tracking Number 856922040306  
 Sender's Name Cheryl Steadman Phone 843 727-2200  
 Company PRATT-THOMAS EPTING & WALKER  
 Address 16 CHARLOTTE ST  
 City CHARLESTON State SC ZIP 29403-6331  
 2 Your Internal Billing Reference 7322.001 MAY 24 2012  
 3 To Recipient's Name Cliffs Claims Processing  
 Company BMC Group, Inc.  
 Recipient's Address 18675 Lake Drive East  
 We cannot deliver to P.O. boxes or P.O. ZIP codes.  
 Address Dept./Floor/Suite/Room  
 City Chanhasse State MN ZIP 55317

MUR23  
0215  
Recipient's Copy

**4a Express Package Service**  
 FedEx Priority Overnight  
 FedEx Standard Overnight  
 FedEx 2Day  
 FedEx 3Day Freight  
 FedEx 1Day Freight  
 FedEx 2Day Freight  
 FedEx 3Day Freight  
 FedEx 1Day Freight  
 FedEx 2Day Freight  
 FedEx 3Day Freight

**4b Express Freight Service**  
 FedEx 1Day Freight  
 FedEx 2Day Freight  
 FedEx 3Day Freight

**5 Packaging**  
 FedEx Envelope\*  
 FedEx Tube  
 Other

**6 Special Hand**  
 SATURDAY Delivery  
 Signature Required  
 Signature Required - Adult Only  
 Signature Required - Restricted  
 Signature Required - Restricted (Signature Required)

**7 Payment Bill for**  
 Recipient  
 Third Party  
 Credit Card  
 Cash/Check

**8 NEW Residential Delivery Signature Options**  
 Signature Required  
 Signature Required - Adult Only  
 Signature Required - Restricted  
 Signature Required - Restricted (Signature Required)

**9 Total Packages**  
 Total Weight  
 Total Charges  
 Credit Card Auth.

\*Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.  
 \*To nearest location.  
 \*Declared value limit \$500.