

<b>UNITED STATES BANKRUPTCY COURT</b>		<b>District of South Carolina</b>	<b>PROOF OF CLAIM</b>
Name of Debtor: <b>The Cliffs at Keowee Vineyards Golf &amp; Country Club, LLC</b>		Case Number: <b>12-01226</b>	<p><b>COURT USE ONLY</b></p> <p><input type="checkbox"/> Check this box if this claim amends a previously filed claim.</p> <p>Court Claim Number: _____ (If known)</p> <p>Filed on: _____</p> <p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.</p>
NOTE: <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): <b>Deere Credit, Inc.</b>			
Name and address where notices should be sent: <b>Robert A. Kerr, Jr. 40 Calhoun Street, Suite 300 Charleston, SC 29401</b>		<p><b>RECEIVED</b></p> <p><b>MAY 24 2012</b></p> <p><b>BMC GROUP</b></p>	<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.</p>
Telephone number: <b>(843) 579-7000</b> email: <b>robertkerr@mvalaw.com</b>			
Name and address where payment should be sent (if different from above):			<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.</p>
Telephone number: _____ email: _____			
1. Amount of Claim as of Date Case Filed: \$ <u>see attachment</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>equipment lease</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: <b>3 0 0 5</b>	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 checked="" type="checkbox"/> Other Describe: <b>See Attached</b>		Basis for perfection: <u>UCC 1</u>	
Value of Property: \$ _____ <u>see attached</u>		Amount of Secured Claim: \$ _____	
Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).		<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	
<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).		<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: Robert A. Kerr, Jr.

Title: Attorney

Company: Moore & Van Allen, PLLC

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

40 Calhoun St., Ste. 300

Charleston, SC 29401

 05/23/2012  
(Signature) (Date)

Telephone number: (843) 579-7000 email: robertkerr@mvalaw.com

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

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

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

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

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

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

**Creditor's Name and Address:**

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

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

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

**2. Basis for Claim:**

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

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

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

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

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

**3b. Uniform Claim Identifier:**

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

**4. Secured Claim:**

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

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

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

**6. Credits:**

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

**7. Documents:**

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

**8. Date and Signature:**

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

**DEFINITIONS****INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

**Claim**

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. § 506 (a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

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

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of 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.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Addendum to Proof of Claim of Deere Credit, Inc.  
In Re The Cliffs at Keowee Vineyards Golf & Country Club, LLC  
Case No. 12-01226

Deere Credit, Inc. is a creditor of Debtor by virtue of the attached documents.

As of the petition date, the Debtor was past due in the amount of \$3,625.61.

As of the petition date, the buyout for the equipment was \$35,750.23 consisting of:

- a. \$32,850.31 for remaining payments under the contract;
- b. \$ 2,299.53 for sales tax;
- c. \$ 435.87 for property tax; and
- d. \$ 164.52 for late charges.

Attachments:

Lease Schedule  
Lease Settlement & Bill of Sale  
Equipment Return Provisions  
Delivery and Acknowledgement  
Property Tax Acknowledgement  
UCC Financing Statement

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**JOHN DEERE  
CREDIT**

**Lease Schedule**

Lease Schedule No	-005
Master Lease Agreement No.	

<b>Lessee:</b> (Name & Address)	THE CLIFFS AT KEOWEE VINEYARDS GOLF & COUNTRY CLUB, LLC 221A CLUB HOUSE DR., SUNSET, SC 29685
<b>Lessor:</b>	DEERE CREDIT, INC. 8400 NW 88 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6800

**LEASE TERM**

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	Property Tax	Sales/Use Tax	Total Lease Payment	Purchase Option Price
06/01/2011	06/01/2016	60	\$643.70	\$41.80	\$47.99	\$733.49	\$1.00

**PAYMENT TERMS**

**PAYMENT DUE AT SIGNING**

Due Date	1 <sup>st</sup> Payment Due Date		Advance Lease Payment **	\$733.49
01	06/01/2011		Origination Fee	\$0.00
<b>Billing Period</b>	Irregular Payments		Security Deposit	\$0.00
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$ 733.49
				**Advance Lease Payment includes the first (1) 1 Lease Payment(s).

"Master Agreement" shall mean the above referenced Master Lease Agreement "Schedule" shall mean this Lease Schedule "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Maintenance Addendum are hereby incorporated into and made a part of this Schedule.

**Lease Payments.** You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450

**Discount Rate.** The Discount Rate applicable to this Schedule shall (1) be determined by us in our sole discretion, and (2) not be greater than the Internal Rate of Return minus 4 percent (4%)

**Hourly Charges.** You certify that the hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Hourly Limit indicated above for that item, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item for each hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

**Purchase Option.** If the Purchase Option Price above is "NA" it is not applicable and you have no option to purchase the Equipment. If the Purchase Option Price is other than "NA", you may purchase the Equipment on the Lease Term End Date or Renewal Term End Date (each an "End Date") for the Purchase Option Price (plus all Taxes), provided (1) you're not in default, (2) you give us written notice of intent to purchase the Equipment 60 days before the End Date, and (3) we receive the Purchase Option Price and all other amounts you owe us (the "Total Price") on the End Date. Upon receipt of the Total Price, we will transfer all our right, title and interest in the Equipment to you AS-IS, WHERE-IS, WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER.

**Renewal Term.** If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. If you renew the Lease, you agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice. If you do

not renew the Lease or return the Equipment at the end of the Lease Term, you agree to continue to remit to us the Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period after the Lease Term until the Equipment is returned to us in accordance with Section 9 of the Master Agreement.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you, (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you, (3) the safe operation and the proper servicing of the Equipment were explained to you, (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited, (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use, (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein, (8) except as disclosed to us, neither you nor any person related to you has an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that (1) we did not select, manufacture or supply any of the Equipment, (2) we acquired the Equipment at your direction, (3) you selected the supplier of the Equipment, (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable, (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer, and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

Lease Payments are based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

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JUN 20 2011

DEERE CREDIT, INC.

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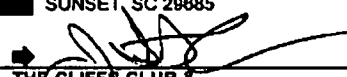
### Lease Schedule - Equipment List

<b>Supplier</b> (Name & Address)		GREENVILLE TURF & TR. INC. 722 MAULDIN RD , GREENVILLE, SC 29607-4267							
EQUIPMENT INFORMATION									
Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Hour Limit	Excess Hour Charge	Payment	Purchase Option
2011	JD	2030A	PROGATOR	1TC203ATVBT050326				\$377 96	\$1 00
2011	JD	HD300	SPRAYER	1TC300GXCBT035059				\$265 74	\$1 00
<b>Equipment Location</b>		221A CLUB HOUSE DR, SUNSET, SC, 29685			OUTSIDE city limits <input checked="" type="checkbox"/>		PICKENS COUNTY		

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

**LESSEE**

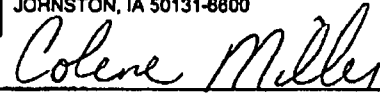
**THE CLIFFS AT KEOWEE VINEYARDS GOLF & COUNTRY CLUB, LLC**  
221A CLUB HOUSE DR  
SUNSET, SC 29685

By:   
 THE CLIFFS CLUB & HOSPITALITY GROUP, INC.  
 MEMBER MANAGER BY:  
 SCOTT CARLTON,  
 PRESIDENT

Date: 6.6.11

**LESSOR**

**DEERE CREDIT, INC.**  
6400 NW 88<sup>th</sup> ST, PO BOX 6800  
JOHNSTON, IA 50131-6800

By: 

Title: Auditor Date: 7/6/11

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DEERE CREDIT, INC.

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Lease Settlement & Bill of Sale

Lease Schedule No.	1005
Master Lease Agreement No.	

<b>Lessor:</b> (Name & Address)	THE CLIFFS AT KEOWEE VINEYARDS GOLF & COUNTRY CLUB, LLC 221A CLUB HOUSE DR., SUNSET, SC 29685		
<b>Supplier:</b>	GREENVILLE TURF & TR. INC. 722 MAULDIN RD., GREENVILLE, SC 29607-4267	<b>Dealer No:</b>	1-6838
<b>Lessor:</b>	DEERE CREDIT, INC. 6400 NW 66 <sup>th</sup> ST., PO BOX 6800, JOHNSTON, IA 50131-6800		

\* Please review the following information carefully. This information reflects the credit to your dealership.\*

1. John Deere Credit Equipment Cost		\$34,333.70
2. Trade - In	-	\$0.00
3. Up-front Sales Tax - Financed	+	\$0.00
4. Preventative Maintenance Financed	+	\$0.00
5. Secure Financed	+	\$0.00
6. Insurance Premium Financed	+	\$0.00
7. Processing Fee Financed	+	\$0.00
8. Official Fees Financed	+	\$0.00
9. Amount Financed (Purchase Price)		\$34,333.70
10. Less: Up-Front Sales Tax Remitted by JDC	-	\$0.00
11. Less: Insurance Premium submitted by JDC	-	\$0.00
12. Less: Processing Fees for JDC	-	\$0.00
13. Less: UCC Fees for JDC	-	\$0.00
14. Less Dealer Subsidy (mandatory program charge)	-	\$0.00
15. Less: Dealer Buy Down (optional)	-	\$0.00
16. Add: Dealer Participation	+	\$0.00
17. Credit to Dealer for Lease		\$34,333.70

Subject to acceptance of the above referenced Schedule by Deere Credit, Inc. ("Deere Credit"), Dealer hereby sells, transfers and assigns to Deere Credit all of Dealer's right, title and interest in and to the Schedule and the equipment described in the Schedule (the "Equipment") for the Purchase Price shown on Line 9. Dealer represents and warrants that (1) the Equipment is free from all security interests, liens, and encumbrances (except those held by Deere & Company or subsidiaries), and (2) the safe operation and proper servicing of the Equipment and the importance of following the instructions in the Operator's Manual were explained to Lessee. All risk of loss to the Equipment shall remain with Dealer until the Equipment is delivered to and accepted by Lessee under the terms of the Schedule. Dealer acknowledges and agrees that (1) Deere Credit's rights, as described in the John Deere Credit Golf & Turf Plan For Lease Financing, to purchase the Equipment may be assigned to John Deere Exchange, Inc. or such other parties as Deere Credit may identify from time to time, and (2) regardless of whether Deere Credit assigns these rights, Dealer acknowledges and agrees that the provisions of Section 1.A of the John Deere Credit Golf & Turf Plan For Lease Financing shall govern Deere Credit's payment of the Purchase Price to Dealer.

By signing below I agree that the proceeds from this lease transaction are accurate and reflect the appropriate credit to my dealership.

<b>DEALER:</b>	GREENVILLE TURF & TR. INC. 722 MAULDIN RD GREENVILLE, SC 29607-4267
By:	AUTHORIZED SIGNER/TITLE
Date:	

Am Mick

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### Lease Settlement & Bill of Sale - Equipment List

Year	Make	Model	Equipment Description	Serial Number	Invoice Date/ Invoice Number	Retail Value
2011	JD	2030A	PROGATOR	1TC203ATVBT050328		\$20,159.02
2011	JD	HD300	SPRAYER	1TC300GXCBT035058		\$14,174.08



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**JOHN DEERE  
CREDIT**

**Delivery and Acknowledgment**

Lease Schedule No.	005
Master Lease Agreement No.	

<b>Lessee:</b> (Name & Address)	<b>THE CLIFFS AT KEOWEE VINEYARDS GOLF &amp; COUNTRY CLUB, LLC</b> 221A CLUB HOUSE DR., SUNSET, SC 29885
<b>Lessor:</b>	<b>DEERE CREDIT, INC</b> 8400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee, (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee, (3) All of the Equipment has been inspected by Lessee and is in good working order, (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease, (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee, (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein, (7) No Event of Default has occurred and is continuing, and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee

Signed by Lessee's duly authorized representative on the date shown below.

<b>LESSEE</b>	<b>THE CLIFFS AT KEOWEE VINEYARDS GOLF &amp; COUNTRY CLUB, LLC</b> 221A CLUB HOUSE DR SUNSET, SC 29885
By	 THE CLIFFS CLUB & HOSPITALITY GROUP, INC. MEMBER MANAGER BY SCOTT CARLTON, PRESIDENT
Date	6.6.11

<b>LESSOR</b>	<b>DEERE CREDIT, INC.</b> 8400 N W 86 <sup>th</sup> STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By	
Title	Auditor
Date	7/6/11

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DEERE CREDIT, INC.

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**JOHN DEERE  
CREDIT**

**Property Tax Acknowledgment**

Lease Schedule No.	005
Master Lease Agreement No.	

<b>Lessee:</b> (Name & Address)	THE CLIFFS AT KEOWEE VINEYARDS GOLF & COUNTRY CLUB, LLC 221A CLUB HOUSE DR., SUNSET, SC 29685
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<b>Lessor:</b>	DEERE CREDIT, INC. 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600
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As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Credit. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule – Equipment Listing will be reported to the following taxing jurisdiction(s).

221A CLUB HOUSE DR  Check here if OUTSIDE city limits  
 Street Address  
 SUNSET SC 29685 PICKENS  
 City State Zip County

**PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:**

Check here if OUTSIDE city limits  
 Street Address  
 City State Zip County

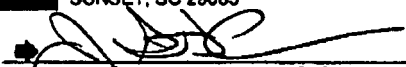
Check here if Sales/Use Tax Exempt  Check here if Property Tax Exempt

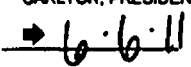
Equipment Usage:

Percentage of Time:

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

**LESSEE**  
 THE CLIFFS AT KEOWEE VINEYARDS GOLF & COUNTRY CLUB, LLC  
 221A CLUB HOUSE DR  
 SUNSET, SC 29685

By   
 THE CLIFFS CLUB & HOSPITALITY GROUP,  
 INC. MEMBER MANAGER BY SCOTT  
 CARLTON, PRESIDENT

Date 

RECEIVED

JUN 20 2011

DEERE CREDIT, INC.

0056

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER [optional]  
**UCC DEPARTMENT 8884278713**

B. SEND ACKNOWLEDGMENT TO (Name and Address)

**JOHN DEERE CREDIT  
6400 NW 86TH STREET  
P.O. BOX 6630  
JOHNSTON, IA 50131**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME  
**THE CLIFFS AT KEOWEE VINEYARDS GOLF & COUNTRY CLUB, LLC**

OR  
1b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**PO BOX 1279 TRAVELERS REST SC 29690 US**

1d SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e TYPE OF ORGANIZATION 1f JURISDICTION OF ORGANIZATION 1g ORGANIZATIONAL ID #, if any  
**LLC SC THECLIFFSATKEOW  NONE**

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR  
2b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e TYPE OF ORGANIZATION 2f JURISDICTION OF ORGANIZATION 2g ORGANIZATIONAL ID #, if any  
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME  
**DEERE CREDIT, INC.**

OR  
3b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**6400 NW 86TH ST JOHNSTON IA 50131 US**

4 This FINANCING STATEMENT covers the following collateral  
**All of Debtor's present and future goods, including equipment and inventory, financed or leased by Secured Party, together with (1) all attachments, accessories, components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.**

5 ALTERNATIVE DESIGNATION (if applicable)  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG LIEN  NON-UCC FILING

6 This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS - Attach Addendum  7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  All Debtors  Debtor 1  Debtor 2  (optional) (ADDITIONAL FEE)

8 OPTIONAL FILER REFERENCE DATA  
**SOS SC REFERENCE NUMBER: 1876531 04/27/2011**

May 23, 2012

**Moore & Van Allen**

Robert A. Kerr, Jr.  
Attorney at Law

T 843 579 7026  
F 843 579 8704  
robertkerr@mvalaw.com

**BY OVERNIGHT DELIVERY**

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

**Moore & Van Allen PLLC**

Suite 300  
40 Calhoun Street  
Charleston, SC 29401-3535

Mailing Address:  
Post Office Box 22828  
Charleston, SC 29413-2828

**Re: The Cliffs Club & Hospitality Group, et al., d/b/a The Cliffs Golf  
& Country Club  
Case No. 12-01220-jw  
The Cliffs at Keowee Vineyards Golf & Country Club, LLC  
Case No. 12-01226**

Dear Sir or Madam:

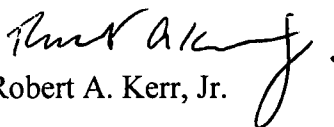
Please find enclosed two (2) original and two (2) copies of the Proofs of Claim of Deere Credit, Inc. in the above referenced matter. We are filings separate claims because Deere and the Debtor in the 12-01226 case have two separate agreements with different account numbers.

Please stamp the enclosed copies "Received" and return to me in the enclosed self-addressed stamped envelope.

Thanks for your assistance in this matter and please call me if you have any questions.

Very truly yours,

Moore & Van Allen PLLC

  
Robert A. Kerr, Jr.

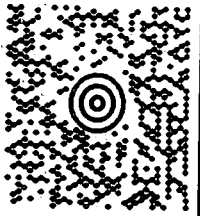
RAK/maa  
Enclosure

JAY LEITCHER  
(843) 579-7097  
POORE & VON ALLEN PLLC  
40 CHILHOUSE STREET  
CHARLESTON SC 29401-3535

0.7 LBS

1 OF 1  
RECEIVED  
MAY 24 2012

SHIP TO:  
CLIFF CLAIMS PROCESSING  
BMC GROUP, INC  
18675 LAKE DRIVE EAST  
CHANHASSEN MN 55317

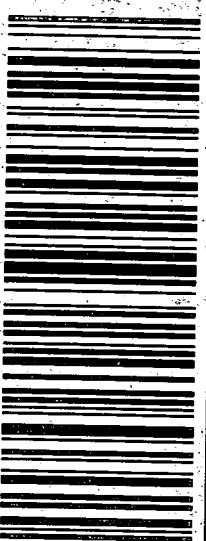


MN 559 9-03

UPS NEXT DAY AIR

TRACKING #: 1Z EDW 561 01 4232 9337

1



BILLING: P/P

REF 1: 037231.2  
REF 2: CMC

HS 15 0 16

LP2844 27.0R 04/2012

NOTICE ON RECEIPT regarding UPS Terms and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and classification. Shipper certifies that the commodities, technology or software were specified from the US in accordance with the Export Administration Regulations. Provided contrary to the above.

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