




UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA		PROOF OF CLAIM		
Name of Debtor: The Cliffs at Mountain Park Golf & Country Club, LLC		Case Number: 12-01225		Your Claim is Scheduled As Follows: Schedule/Claim ID: s14952 AMOUNT/CLASSIFICATION: \$100,000.00 UNSECURED (CONTINGENT) OK ✓ + \$15,000 dues credit (Highlighted)
<small>NOTE: See reverse and attached for List of Debtors/Case Numbers/important details. Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).</small>				
Name of Creditor (the person or other entity to whom the debtor owes money or property): MOUNTAIN PARK PARTNERSHIP LLC		The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.		
Name and address where notices should be sent:  29347866005873 Vanderheyden, George 281 Cape St. John Road 1255 Seminole Drive Annapolis, MD 21401 FORT LAUDERDALE, FL. 33304		If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed except as provided in the accompanying bar date notice.		
Creditor Telephone Number (410) 948-4425 email: groassens@energy.com		If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.		
Name and address where payment should be sent (if different from above): SAME		THIS SPACE IS FOR COURT USE ONLY		
<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known): _____ Filed on: _____		
Payment Telephone Number () email:				
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>115,000.00</u>				
If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.				
2. BASIS FOR CLAIM: <u>Membership and Dues Credit / Paperwork attached.</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 your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ _____		
Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____		Basis for Perfection: _____ RECEIVED		
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: \$ _____		
MAY 29 2012				
BMC GROUP				
5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or 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 administrative expense or priority and state the amount.				
Amount entitled to priority: \$ _____		Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ _____		
You MUST specify the priority of the claim:				
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).		
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).		
<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____).		
		<input type="checkbox"/> Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).		
<small>* 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.</small>				
 Cliffs POC 00976				
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 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 definition of "redacted").
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
 If the documents are not available, please explain:

DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES OR EMAIL NOT ACCEPTED) so that it is actually received on or before 4:00 pm prevailing Eastern Time on May 31, 2012 for Non-Governmental Claimants OR on or before 4:00 pm prevailing Eastern Time on August 27, 2012 for Governmental Claimants.

BY MAIL TO:

BMC Group, Inc
 Attn: Cliffs Claims Processing
 PO Box 3020
 Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:

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

8. SIGNATURE: (See instruction #8)

Check the appropriate box.

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

GEORGE VANDERHEYDEN

Title:

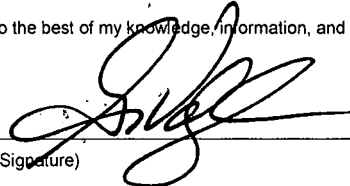
MANAGER

Company:

MOUNTAIN PARK PARTNERSHIP, LLC

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

1255 Seminole Drive
FORT LAUDERDALE, FL 33304



(Signature)

5/22/12

(Date)

Telephone number:

(410) 948-4425

email:

gvc@assensusenergy.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.

LIST OF DEBTORS:

Case Name	Case Nbr
The Cliffs Club & Hospitality Group, Inc.	12-01220
CCHG Holdings, Inc.	12-01223
The Cliffs at Mountain Park Golf & Country Club, LLC	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
Cliffs Club & Hospitality Service Company, LLC	12-01237

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its heirs, and assigns forever.

AND THE GRANTOR does hereby bind Grantor heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors, and assigns, against Grantor and Grantor heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

AND THE GRANTOR does hereby acknowledge that payment of any rollback taxes that may become due on the property by reason of their subdivision /change of use of the larger tract of land shall be the sole responsibility of Grantor.

WITNESS my Hand and Seal this 6th day of April, 2007.

Signed, Sealed and Delivered
in the Presence of:

Maria Owens
Witness #1

La J. Field
Witness #2

THE CLIFFS AT MOUNTAIN PARK, LLC
By: Timothy J. Hanney
Its Authorized Representative

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2007089506 Book: DE 2288 Page: 309-310
September 05, 2007 03:13:47 PM

Timothy J. Hanney

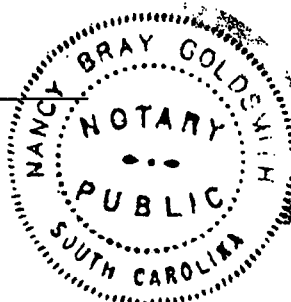
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me the undersigned and made oath that she saw the within named Grantor, by it's duly authorized officer, sign, seal and as its act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that she with the other witness subscribed aboved witnessed the execution thereof.

SWORN to before me this
6th day of April, 2007.

Maria Owens

Nancy Bray Goldsmith
Notary Public for the State of South Carolina
My Commission Expires: 11/29/2015



FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2007035934 Book: DE 2261 Page: 1807-1808
April 12, 2007 02:59:23 PM

Timothy J. Hanney

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

RESOLUTION OF LIMITED
LIABILITY COMPANY

WHEREAS, Mountain Park Properties, LLC (the "LLC") has entered into the following Election to Purchase Agreement, providing for the sale and purchase of Lot 198, Section I, Cliffs at Mountain Park.

WHEREAS, the undersigned are the sole Members of Mountain Park Properties, LLC (the "LLC").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned Manager of the LLC has adopted the following resolution:

RESOLVED that the LLC shall be bound to perform the duties and obligations under the Election to Purchase Agreement, which is hereby ratified. John B. Hosmer, the Manager of the LLC shall execute and deliver all documents necessary to consummate the transactions contemplated by the Contracts, including but not limited to the Settlement Statement, note, mortgage, and any other necessary documents.

Witnesses:

Patricia Hosmer
Patricia Hosmer

Mountain Park Properties, LLC

By:

John B. Hosmer
John B. Hosmer, Manager-Member

Witnesses:

Kristi A. Vanderheyden
Kristi Vanderheyden

Mountain Park Properties, LLC

By:

George Vanderheyden
George Vanderheyden, Member

**AMENDMENT TO THE OPERATING AGREEMENT OF
MOUNTAIN PARK PARTNERSHIP, LLC**

THIS AMENDMENT TO THE OPERATING AGREEMENT OF MOUNTAIN PARK PARTNERSHIP, LLC ("*Amendment*") is made as of the 20th day of May, 2011, by George Vanderheyden (the "*Member*").

EXPLANATORY STATEMENTS

A. Mountain Park Partnership, LLC (the "*Company*") was formed as a South Carolina limited liability company pursuant to the filing of Articles of Organization with the Secretary of State on November 6, 2006.

B. The affairs of the Company and the conduct of its business are governed by and subject to the Operating Agreement of the Company dated November 6, 2006 (the "*Operating Agreement*").

C. On May 20, 2011, John B. Hosmer resigned as the Manager of the Company.

D. In addition, on May 20, 2011, John B. Hosmer assigned his entire fifty percent (50%) membership interest in the Company to George Vanderheyden.

E. George Vanderheyden, as sole Member of the Company, now desires to enter into this Amendment to appoint a Manager of the Company and to amend the record of the membership interests in the Company.

NOW, THEREFORE, in consideration of the above premises, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. George Vanderheyden is hereby appointed as the Manager of the Company.

2. The Operating Agreement is hereby amended by deleting Exhibit A in its entirety and inserting in its place the Exhibit A attached hereto. The Operating Agreement is further amended by deleting the name John B. Hosmer wherever it appears and by making such additional modifications as may be necessary to reflect George Vanderheyden's ownership of a one hundred percent (100%) Membership Interest.

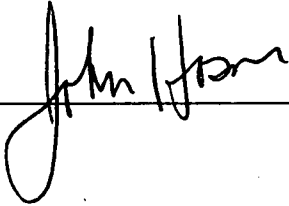
3. Any term used in this Amendment which has initial capital letters and which is not defined herein shall have the meaning attributed to it in the Operating Agreement.

4. This Amendment may be executed in counterparts, each of which shall constitute one and the same agreement.

5. As hereby amended, the Operating Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, George Vanderheyden has caused this Amendment to be duly executed as of the date first above written.

WITNESS:



MEMBER:


_____ (SEAL)
GEORGE VANDERHEYDEN

MOUNTAIN PARK PARTNERSHIP, LLC

EXHIBIT A

Names, Addresses and Membership Interests of Members

<u>Name and Address</u>	<u>Membership Interest</u>
George Vanderheyden 281 Cape St. John Road Annapolis, Maryland 21401	100%
TOTAL:	100.0%

MOUNTAIN PARK PARTNERSHIP, LLC
LLC INTEREST PURCHASE AGREEMENT

THIS LLC INTEREST PURCHASE AGREEMENT ("**Agreement**") is made this 20th day of May, 2011 by JOHN B. HOSMER ("**Seller**") and GEORGE VANDERHEYDEN ("**Buyer**").

EXPLANATORY STATEMENTS

A. Seller owns a fifty percent (50%) membership interest in Mountain Park Partnership, LLC, a South Carolina limited liability company (the "**Company**").

B. Upon the terms and conditions contained herein, Seller desires to sell his entire fifty percent (50%) membership interest in the Company (the "**Interest**") to Buyer, and Buyer desires to purchase the Interest from Seller.

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is conclusively acknowledged by the parties, each of the parties, intending to be legally bound hereby, covenants and agrees as follows:

1. **Agreement to Sell.** At the Closing (as defined below), Seller shall sell and assign the Interest to Buyer, and Buyer shall purchase and accept the Interest, at the price and upon the terms and conditions hereinafter set forth.

2. **Purchase Price.** The aggregate purchase price for the Interest shall be Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the "**Purchase Price**"), payable in two equal installments of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) each. Seller acknowledges that he received the first installment from Buyer in May, 2010 and that the remaining balance of the Purchase Price due from Buyer is One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

3. **Transfer Taxes.** It is Buyer's and Seller's understanding that no transfer taxes or recordation taxes will be due upon the sale of the Interest to Buyer. In the event that it is later determined that any such taxes are due, Buyer and Seller agree that each of them shall be responsible for fifty percent (50%) of such taxes.

4. **Other Expenses.** Buyer and Seller agree that each of them shall be responsible for fifty percent (50%) of the accounting fees associated with the Company's federal and state tax returns for 2011.

5. **Encumbrances.** Buyer and Seller affirm that there are no encumbrances on the real estate owned by the Company which have not been disclosed to either party.

6. Closing. The consummation of the transaction described herein (the "Closing") shall occur simultaneously with the execution hereof. At the Closing, Buyer shall deliver to Seller cash in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), and Seller shall deliver an Assignment of Limited Liability Company Interest to Buyer.

7. Entire Agreement. This Agreement and the other agreements, documents and instruments contemplated hereunder contain the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior oral and written agreements pertaining to the subject matter hereof. All exhibits, schedules, documents and other instruments incorporated by reference or attached hereto are hereby made a part of this Agreement as if fully restated herein.

8. Governing Law. This Agreement has been executed and shall be governed and construed in accordance with the laws of the State of South Carolina, without regard to principles of the conflicts of law.

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, personal and legal representatives, as the case may be, of the parties hereto.

10. Explanatory Statements. The explanatory statements contained in the preamble to this Agreement are expressly incorporated herein and are made a part of this Agreement.

11. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed under seal for or on behalf of each of them effective as of the date first above written.

WITNESS:

Patricia Hosmer

SELLER:

John B. Hosmer (SEAL)
JOHN B. HOSMER

Kristal Vanderheyden

BUYER:

George Vanderheyden (SEAL)
GEORGE VANDERHEYDEN

MOUNTAIN PARK PARTNERSHIP, LLC

ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST

THIS ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST (this "*Assignment*") is made this 20th day of May, 2011, by JOHN B. HOSMER ("*Assignor*") to GEORGE VANDERHEYDEN ("*Assignee*").

EXPLANATORY STATEMENTS

A. Assignor holds a fifty percent (50%) membership interest in Mountain Park Partnership, LLC, a South Carolina limited liability company (the "*Company*").

B. Assignor desires to transfer and assign his entire fifty percent (50%) membership interest in the Company (the "*Interest*") to Assignee.

NOW, THEREFORE, in consideration of the mutual premises herein contained, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor is the owner of the Interest and is authorized to transfer the Interest to Assignee.
2. For and in consideration of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) paid by Assignee to Assignor in one installment of One Hundred Fifty Thousand Dollars (\$150,000) in May 2010 and another installment of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) on the date of the execution of this Agreement, Assignor hereby assigns, transfers and sets over the Interest to Assignee, together with all rights, privileges and incidents thereto.
3. Assignee hereby accepts the assignment of the Interest and agrees to be bound by all of the terms of the Operating Agreement of the Company (the "*Agreement*"), and to assume all obligations under the Agreement, with respect to the Interest received.
4. The notice address of Assignee is 281 Cape St. John Road, Annapolis, Maryland 21401.
5. As a result of this Assignment, Assignee's total interest in the Net Profits, Net Losses and capital of the Company shall be one hundred percent (100%).
6. Any term used in this Assignment which has initial capital letters and which is not defined herein shall have the meaning attributed to it in the Agreement.

7. Assignor and Assignee hereby agree to execute, acknowledge and deliver such other documents and instruments and take such other actions as any party, or counsel to any party, may reasonably request to complete and perfect the assignment of the Interest from Assignor to Assignee contemplated hereby.

8. This Assignment has been made in accordance with all applicable laws and regulations, and it shall be construed and enforced in accordance with the laws of the State of South Carolina.

9. Assignor and Assignee each currently own a fifty percent (50%) membership interest in the Company. As both are signatories to this Assignment, indicating their consent thereto, the Assignment meets the requirements of Paragraph 3.3B of the Agreement.

10. This Assignment may be executed in several counterparts, and all so executed shall constitute one Assignment, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

WITNESS:

Patricia Hosmer

ASSIGNOR:

John Hosmer (SEAL)
JOHN B. HOSMER

ASSIGNEE:

Kristi A. Vanderheyden


George Vanderheyden (SEAL)
GEORGE VANDERHEYDEN

MOUNTAIN PARK PARTNERSHIP, LLC

RESIGNATION OF MANAGER

Pursuant to Section 6.6 of the Operating Agreement of Mountain Park Partnership, LLC dated November 6, 2006, I hereby resign as the Manager of Mountain Park Partnership, LLC, effective immediately.

Date: May 20, 2011



JOHN B. HOSMER

ELECTION TO PURCHASE

SECTION I, LOT: 198, COMMUNITY: Cliffs at Mountain Park
LIST PRICE: 775,000.00 DISCOUNT: 25,000.00
AGREEMENT DATE: 10/28/06

For and in consideration of the Purchase Price set forth below, and the mutual covenants and agreements set forth in the Agreement dated as set forth above, to which this Election to Purchase will be attached upon execution by the undersigned Developer, as "Seller," and the undersigned Prospective Purchaser, as "Purchaser," and the covenants and agreements set forth herein which will be incorporated in and become a part of the Agreement, the Developer and the Purchaser agree as follows:

1. The List Price of the Lot does not include a membership in the Golf and Country Club (the "Club"), which is reserved solely to its members in accordance with the use rights conferred by the Club Membership Plan for the categories and classifications of membership offered. Seller does not operate the Club. The Club is operated by The Cliffs Golf & Country Club, Inc. Seller will, however, discount the List Price of the Lot by the above "Discount" if Purchaser agrees to acquire a membership, and Purchaser will pay that amount at Closing toward a membership.

Check one of the following:



If checked and initialed, Purchaser wishes to acquire a membership in the Club, either a Cliffs Family Membership or a Cliffs Golf Membership, and wishes to receive the property discount to the right (the "Discount"), and apply it toward the required membership deposit, and has attached hereto a signed Club Membership Addendum. While Purchaser is guaranteed the availability of a Club membership under the Membership Plan only if Purchaser acquires one within 30 days following Purchaser's Closing, Purchaser will receive the Discount only if the membership is acquired at the Closing. If this paragraph is checked and initialed, the Purchase Price in Paragraph 2 below is net of the Discount.



If checked and initialed, Purchaser does not wish to acquire a membership in the Club at this time. Purchaser understands that membership is subject to availability at the time Purchaser may wish to acquire one, and is not guaranteed. Purchaser will NOT receive any discount off the listed price of the Lot because Purchaser elects not to receive a membership.

(Initial)

2. Purchase Price. The "Purchase Price" is calculated and payable as follows:

Total Purchase Price: \$ 750,000.00

- (a) Discount Applied to Membership Deposit. If checked and initialed, Purchaser has checked the first box in A above and wishes to acquire Full Family Membership privileges, paying at the Closing: \$ 50,000.00
- (b) Golf Membership, Initiation Deposit Add-on. If checked and initialed, Purchaser has checked the first box in A above and wishes to upgrade to a Golf Membership by paying at the Closing an additional sum of: \$ 50,000.00
- (c) **SUB-TOTAL**, Purchase Price of Lot plus Membership Deposit Due at Closing \$ 850,000.00
- (d) **Initial Earnest Money Deposit**. The Escrow Deposit paid under Part I of the Agreement \$ 10,000.00
- (e) **Additional Deposit Due**. An additional Earnest Money Deposit due Escrow Agent within 0 days of the Effective Date hereof. \$ 0.00
- (f) **Balance at Closing**. The balance required at Closing in cash or certified funds (not including all of Purchaser's closing costs, prepaids, and escrow deposits) \$ 840,000.00

3. Purchaser's Acknowledgments Concerning Representations. The Purchaser understands that any person representing the Developer does not have the authority to make any statements in conflict with or in addition to the information contained in the Agreement and this Election to Purchase, and any other documents received from the Developer, including without limitation, any representation made regarding the resale of Purchaser's Lot or its rental or investment potential, and that Seller, for itself and in behalf of any such agent, specifically disclaims any responsibility for such statements. Further, if any such statements were made, the Purchaser acknowledges that the Purchaser may cancel the transaction now by not executing this Election to Purchase. By execution of this Election to Purchase, the Purchaser affirms that the Purchaser has not relied upon any such statements, if any, and waives any rights that the Purchaser might have as a result of such statements unless they are incorporated into this Election to Purchase or in the Agreement to which a form of this Election to Purchase is attached as Exhibit A.

4. Property Report The Seller shall complete the infrastructure to the Lot pursuant to Section 3.1 of the Agreement to which this Election to Purchase is attached as Exhibit A within the time provided in the Seller's Property Report made effective by the Department of Housing & Urban Development February 20, 2007

YOU HAVE THE OPTION TO CANCEL YOUR CONTRACT OR AGREEMENT OF SALE BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE SEVENTH DAY AFTER YOU HAVE RECEIVED A FULLY SIGNED COPY OF THE CONTRACT OR AGREEMENT.

IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICE OF INTERSTATE LAND SALES REGISTRATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE OF YOUR SIGNING THE CONTRACT OR AGREEMENT, THE CONTRACT OR AGREEMENT OF SALE MAY BE CANCELLED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING.

WITNESS:

Purchaser:

John Hosmer

(Signature)

Month 3 / Day 6 / Year 2007

Print or Type:

Name: John B. Hosmer

Telephone (Work): 410-2060787

Name: _____

Telephone (Home): (864) 836-3374

Address: 128 Kingshead Road

FAX Number: _____

Travelers Rest, SC 29690

E-mail Address: _____

Closing Date: _____

Mountain Park Partnership LLC

(Insert the name or names to which Purchaser wishes title to the Lot to be deeded)

Name of Real Estate Agent(s): Brad Childs

(Insert the name or names of both the Cliff's Real Estate agent representing Seller and any outside agent representing Purchaser)

(BALANCE OF PAGE PURPOSELY BLANK)

Seller:

The Cliffs at Mountain Park, LLC

By:

Its:

Month

Day

Year

3 8 07

Roxanne Rowan

Marty Rowan

TREASURER

Property: Section: I, Lot 198

Lot Purchase Price: \$ 750,000.00

Membership Upgrade: \$ 100,000.00

Sub-total: \$ 850,000.00

(BALANCE OF PAGE PURPOSELY BLANK)

**CLIFFS FULL GOLF MEMBERSHIP
FINANCE ADDENDUM TO SALES AGREEMENT**

The sales agreement by and between Douglas W. and Susan S. Kroske ("Purchaser") and The Cliffs at Mountain Park LLC, ("Seller"), is hereby amended as follows:

- Both Seller and Purchaser acknowledge that it is the intent of the Purchaser to upgrade to a **Full Golf Membership** in The Cliffs Golf and Country Club at *The Cliffs at Mountain Park*. The total initiation deposit for a Full Golf Membership at *The Cliffs at Mountain Park* is One-Hundred Thousand Dollars (\$100,000). Purchasers further acknowledge that they are receiving a Twenty-Five Thousand Dollar (\$25,000) discount on the purchase price of the property and this discount is being applied towards the Full Golf Membership initiation deposit of One-Hundred Thousand Dollars (\$100,000) at *The Cliffs at Mountain Park*. Seller offers and Purchaser accepts this Club Membership Financing Addendum for the balance of Seventy-Five Thousand Dollars (\$75,000) towards the initiation deposit as detailed below:
 1. At closing of Section 1 , Lot 190 at *The Cliffs at Mountain Park*, Purchaser agrees to pay a deposit in the amount of Fifty Thousand Dollars (\$50,000) towards a Full Golf Membership. The aforementioned discount of Twenty-Five Thousand Dollars (\$25,000) on the purchase price of the property will be applied towards this deposit at closing.
 2. Twelve months following the closing date, purchaser agrees to pay an initial installment of Twenty-Five Thousand Dollars (\$25,000).
 3. The final installment of Twenty-Five Thousand Dollars (\$25,000) is due and payable twenty-four months following the closing date.
 4. By subscribing to the payment schedule identified above, Purchaser will incur no financing or interest expenses.
- Purchaser will receive a Fifteen Thousand Dollar (\$15,000) prepaid dues credit to commence with the activation of membership 60 days prior to the opening of *The Cliffs at Mountain Park* golf course.
- Prepaid dues are non-refundable to the purchaser and non-transferable to another purchaser in the event of a resale transaction.

John Hosmer by Brad Childs 10/28/06
Purchaser as Attorney in Fact Date

Purchaser Date
Monty Ritz 10/28/06
Seller Date

Monty Ritz 10/28/06
The Cliffs Golf and Country Club Date

7011 2970 0003 5159 1010

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7011 2970 0003 5159 1010

Mr. George Vanderheyden
1255 Seminole Dr.
Fort Lauderdale, FL 33304

BMC Group, Inc.
Attn: Cliffs Chain Pressing
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