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| UNITED STATES BANKRUPTCY COURT | | District of South Carolina | PROOF OF CLAIM |
| Name of Debtor: The Cliffs Club & Hospitality Group, Inc. | | Case Number: 12-01230 | |
| 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): TCF Equipment Finance, Inc. | | | |
| Name and address where notices should be sent: Diane P. Furr, Esq. 301 S. College St., Suite 2300 Charlotte, NC 28202 Telephone number: (704) 342-5338 email: dfurr@poynerspruill.com | | RECEIVED MAY 31 2012 BMC GROUP | COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ |
| Name and address where payment should be sent (if different from above): TCF Equipment Finance, Inc. 11100 Wayzata Boulevard, Suite 801 Minnetonka, MN 55305 Telephone number: (866) 311-2755 email: workouts@tcfef.com | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. | |
| 1. Amount of Claim as of Date Case Filed: \$ <u>685,614.03</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 checked="" 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>Lease Agreement</u> (See instruction #2) | | | |
| 3. Last four digits of any number by which creditor identifies debtor: | 3a. Debtor may have scheduled account as: (See instruction #3a) | 3b. Uniform Claim Identifier (optional): (See instruction #3b) | |
| 4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>turf & irrigation equipment</u> Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed) | | Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ <u>53,316.48</u> Basis for perfection: <u>Lease Agreement, UCC</u> Amount of Secured Claim: \$ <u>685,614.03</u> Amount Unsecured: \$ _____ | |
| 5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. | | | |
| <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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"/> 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"/> 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: Diane P. Furr, Esq.

Title: Attorney for TCF Equipment Finance, Inc.

Company: Poyner Spruill LLP

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

(Signature)

05/30/2012

(Date)

Telephone number: _____ email: _____

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

3b. Uniform Claim Identifier:

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

4. Secured Claim:

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

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

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

6. Credits:

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

7. Documents:

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

8. Date and Signature:

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

Summary of TCF Equipment Finance, Inc. Proof of Claim

The Cliffs Club & Hospitality Group, Inc., d/b/a The Cliffs Golf & Country Club

Case No. 12-01220

In the United States Bankruptcy Court
for the District of South Carolina

The Debtor entered into six separate Guaranty and Security Agreements with VGM Financial Services, a division of TCF Equipment Finance, Inc., pursuant to which it guaranteed all of the indebtedness to VGM Financial Services incurred by six of its affiliates that are also Debtors in their own name in different bankruptcy cases pending in the District of South Carolina. A description of the guaranteed debt of each of the affiliates is detailed below:

1. The Cliffs at Keowee Vineyards Golf & Country Club, LLC – 12-01226

- 1.1 Guaranty and Security Agreement, executed by The Cliffs Club & Hospitality Group, Inc. in favor of VGM Financial Services, a division of TCF Equipment Finance, Inc., pursuant to which The Cliffs Club & Hospitality Group, LLC guaranteed all of the indebtedness that The Cliffs at Keowee Vineyards Golf & Country Club, LLC owes to VGM Financial Services under the Master Lease Agreement bearing account number ending in 6219.
- 1.2 UCC 1 Financing Statement file number 120119-1015458 filed with the South Carolina Secretary of State with The Cliffs Club & Hospitality Group, Inc. as Debtor and VGM Financial Services, a division of TCF Equipment Finance, Inc. as the Secured Party.

As of Petition Date, the amount owed by the Debtor to TCF Equipment Finance, Inc. under the Lease is \$15,469.21. This amount is comprised of \$13,742.37 for scheduled lease payments remaining due under the Lease; \$1.00 purchase option under the Lease; \$824.60 in sales tax due under the Lease; \$639.17 in past due lease payments; \$223.72 in late charges; and \$38.35 in sales tax due on the past due lease payments.

2. The Cliffs at Walnut Cove Golf & Country Club, LLC – 12-01227

- 2.1 Guaranty and Security Agreement, executed by The Cliffs Club & Hospitality Group, Inc. in favor of VGM Financial Services, a division of TCF Equipment Finance, Inc., pursuant to which The Cliffs Club & Hospitality Group, LLC guaranteed all of the indebtedness that The Cliffs at Walnut Cove Golf & Country Club, LLC owes to VGM Financial Services under the Master Lease Agreement bearing account number ending in 6218.
- 2.2 UCC 1 Financing Statement file number 102119-1012342 filed with the South Carolina Secretary of State with The Cliffs Club & Hospitality Group, Inc. as Debtor and VGM Financial Services, a division of TCF Equipment Finance, Inc. as the Secured Party.

As of Petition Date, the amount owed by The Cliffs at Walnut Cove & Country Club, LLC to TCF Equipment Finance, Inc. under the Lease is \$36,215.69. This amount is comprised of \$32,129.58 for scheduled lease payments remaining due under the Lease; \$1.00 purchase option

under the Lease; \$1,927.83 in sales tax due under the Lease; \$1,529.98 in past due lease payments; \$535.50 in late charges; and \$91.80 in sales tax due on the past due lease payments.

3. The Cliffs at Keowee Falls Golf & Country Club, LLC – 12-01229

- 3.1 Guaranty and Security Agreement, executed by The Cliffs Club & Hospitality Group, Inc. in favor of VGM Financial Services, a division of TCF Equipment Finance, Inc., pursuant to which The Cliffs Club & Hospitality Group, LLC guaranteed all of the indebtedness that The Cliffs at Keowee Falls Golf & Country Club, LLC owes to VGM Financial Services under the Master Lease Agreement bearing account number ending in 6215.
- 3.2 UCC 1 bearing file number 120119-1028099, filed January 19, 2012 with the South Carolina Secretary of State with The Cliffs Club & Hospitality Group, Inc. as Debtor and VGM Financial Services, a division of TCF Equipment Finance, Inc. as the Secured Party.

As of Petition Date, the total amount owed under the Lease from the Debtor to TCF Equipment Finance, Inc. is \$166,772.78. This amount is comprised as follows:

Schedule 100 the total amount owed is \$27,881.65. This amount is comprised of \$15,524.40 for scheduled lease payments remaining due under the Lease; \$8,762.28 purchase option under the Lease; \$1,457.20 in sales tax due under the Lease; \$1,552.44 in past due lease payments; \$362.25 in late charges; \$129.93 in property taxes due; and \$93.15 in sales tax due on the past due lease payments.

Schedule 300 the total amount owed is \$138,891.13. This amount is comprised of \$120,524.46 for scheduled lease payments remaining due under the Lease; \$1.00 purchase option under the Lease; \$7,231.53 in sales tax due under the Lease; \$8,608.89 in past due lease payments; \$2,008.72 in late charges; and \$516.53 in sales tax due on the past due lease payments.

4. The Cliffs at Keowee Springs Golf & Country Club, LLC – 12-01230

- 4.1 Guaranty and Security Agreement, executed by The Cliffs Club & Hospitality Group, Inc. in favor of VGM Financial Services, a division of TCF Equipment Finance, Inc., pursuant to which The Cliffs Club & Hospitality Group, LLC guaranteed all of the indebtedness that The Cliffs at Keowee Springs Golf & Country Club, LLC owes to VGM Financial Services under the Master Lease Agreement bearing account number ending in 6211.
- 4.2 UCC 1 bearing file number 120119-1018224, filed January 19, 2012 with the South Carolina Secretary of State with The Cliffs Club & Hospitality Group, Inc. as Debtor and VGM Financial Services, a division of TCF Equipment Finance, Inc. as the Secured Party.

As of Petition Date, the amount owed by The Cliffs at Keowee Springs Golf & Country Club, LLC to TCF Equipment Finance, Inc. under the Lease is \$42,335.11. This amount is comprised of \$36,736.14 for scheduled lease payments remaining due under the Lease; \$1.00 purchase

option under the Lease; \$2,204.23 in sales tax due under the Lease; \$2,624.01 in past due lease payments; \$612.29 in late charges; and \$157.44 in sales tax due on the past due payments.

5. The Cliffs at Glassy Golf & Country Club, LLC – 12-01234

- 5.1 Guaranty and Security Agreement, executed by The Cliffs Club & Hospitality Group, Inc. in favor of VGM Financial Services, a division of TCF Equipment Finance, Inc., pursuant to which The Cliffs Club & Hospitality Group, LLC guaranteed all of the indebtedness that The Cliffs at Glassy Golf & Country Club, LLC owes to VGM Financial Services under the Master Lease Agreement bearing account number ending in 6221.
- 5.2 UCC 1 Financing Statement filed number 120119-1023298 filed with the South Carolina Secretary of State with The Cliffs Club & Hospitality Group, Inc. as Debtor and VGM Financial Services, a division of TCF Equipment Finance, Inc. as the Secured Party.

As of Petition Date, the total amount owed by the Debtor to TCF Equipment Finance, Inc. under the Lease Agreement is \$96,525.47. This amount is comprised as follows:

Schedule 100 the total amount owed is \$15,739.01. This amount is comprised of \$8,753.70 for scheduled lease payments remaining due under the Lease; \$4,940.78 purchase option under the Lease; \$821.67 in sales tax due under the Lease; \$875.37 in past due lease payments; \$204.26 in late charges; \$90.71 in property taxes due; and \$52.52 in sales tax due on the past due lease payments.

Schedule 300 the total amount owed is \$80,786.45. This amount is comprised of \$70,103.04 for scheduled lease payments remaining due under the Lease; \$1.00 purchase option under the Lease; \$4,206.24 in sales tax due under the Lease; \$5,007.36 in past due lease payments; \$1,168.37 in late charges; and \$300.44 in sales tax due on the past due lease payments.

6. The Cliffs at Valley Golf & Country Club, LLC – 12-01236

- 6.1 Guaranty and Security Agreement, executed by The Cliffs Club & Hospitality Group, Inc. in favor of VGM Financial Services, a division of TCF Equipment Finance, Inc., pursuant to which The Cliffs Club & Hospitality Group, LLC guaranteed all of the indebtedness that The Cliffs at Valley Cove Golf & Country Club, LLC owes to VGM Financial Services under the Master Lease Agreement bearing account number ending in 6207.
- 6.2 UCC 1 bearing file number 100803-1226187, filed August 3, 2010 with the South Carolina Secretary of State with The Cliffs Club & Hospitality Group, Inc. as Debtor and VGM Financial Services, a division of TCF Equipment Finance, Inc. as the Secured Party.
- 6.3 UCC 1 bearing file number 110128-1005343, filed January 28, 2011 with the South Carolina Secretary of State with The Cliffs Club & Hospitality Group, Inc. as Debtor TCF Equipment Finance, Inc. as the Secured Party and UCC 2 bearing file number 120119-1031016 filed with the South Carolina Secretary of State.

As of Petition Date, the total amount owed under the Lease Agreements from the Debtor to TCF

Equipment Finance, Inc. is \$328,295.77. This amount is comprised as follows:

Schedule 100 the total amount owed is \$144,019.22. This amount is comprised of \$80,099.40 for scheduled lease payments remaining due under the Lease; \$45,209.34 purchase option under the Lease; \$7,518.52 in sales tax due under the Lease; \$8,009.94 in past due lease payments; \$1,869.00 in late charges; \$832.42 in property taxes due; and \$480.60 in sales tax due on the past due lease payments.

Schedule 101 the total amount owed is \$9,136.68. This amount is comprised of \$7,049.40 for scheduled lease payments remaining due under the Lease; \$946.29 purchase option under the Lease; \$479.74 in sales tax due under the Lease; \$469.96 in past due lease payments; \$163.09 in late charges; and \$28.20 in sales tax due on the past due lease payments.

Schedule 300 the total amount owed is \$175,139.87. This amount is comprised of \$151,979.94 for scheduled lease payments remaining due under the Lease; \$1.00 purchase option under the Lease; \$9,118.86 in sales tax due under the Lease; \$10,855.71 in past due lease payments; \$2,533.02 in late charges; and \$651.34 in sales tax due on the past due lease payments.

TOTAL DUE

The total amount due from The Cliffs Club & Hospitality Group, Inc., d/b/a The Cliffs Golf & Country Club to TCF Equipment Finance, Inc. under the six Guaranty and Security Agreements described above is \$685,614.03.



GUARANTY AND SECURITY AGREEMENT

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|---|
| "Obligor" |
| The Cliffs at Keowee Vineyards Golf & Country Club, LLC, 824 Club House Dr., Sunset, SC 29685 |
| "Lessor" |
| VGM Financial Services, 1111 West San Marnan Dr., Waterloo, IA 50701 |

RECITALS

- A. The above-named Obligor and Lessor desire to enter into one or more lease agreements or other financing agreements or arrangements for Obligor's lease or purchase of certain goods from or through Lessor.
 - B. As a condition of contracting with Obligor, Lessor requires a guaranty of Obligor's performance from one or more of Obligor's related parties, including the undersigned company (the "Undersigned").
 - C. Lessor desires to obtain a security interest in certain property of the Undersigned as security for performance of this guaranty.
 - D. The Undersigned desires to enter this Guaranty and Security Agreement (the "Agreement") as an inducement for Lessor to make new or additional financing available to the Obligor.
- For consideration received, the Undersigned agrees as follows:

I. GUARANTY

- 1.1 **Guaranty.** The Undersigned unconditionally guarantees to Lessor the full and prompt performance by Obligor, its successors, assigns, heirs and personal representatives, of all obligations which Obligor presently or hereafter may have to Lessor and payment when due of all sums presently or hereafter owed by Obligor to Lessor and agrees to indemnify Lessor against any losses it may sustain and expenses it may incur, including but not limited to attorneys' fees and expenses, as a result of any default by Obligor. The guaranty set forth in this paragraph is referred to as the "Guaranty."
- 1.2 **Effectiveness.** For purposes of this Agreement, all sums owing to Lessor by Obligor shall be deemed to become immediately due and payable if Obligor is in default under any agreement with Lessor.
- 1.3 **Durability of Guaranty.** This shall be a continuing Guaranty and, irrespective of the lack of any notice to or consent of the Undersigned, its obligations hereunder shall not be impaired in any manner whatsoever by any: (a) new agreements or obligations of Obligor with or to Lessor; amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Obligor or third parties with or to Lessor; or extensions of credit by Lessor to Obligor; (b) adjustments, compromises or releases of any obligations of Obligor, the Undersigned or any other parties, or exchanges, releases or sales of any security of Obligor, the Undersigned or any other parties; (c) falsity, incorrectness, invalidity or unenforceability, for any reason, of any instrument, or acts or omissions by Lessor or Obligor; (d) composition, extensions, moratoria, or other relief granted to Obligor pursuant to any statute presently in force or hereafter enacted; or (e) interruptions in the business relations between Lessor and Obligor. This Guaranty is severable as to one or more obligations of Obligor to Lessor. If Lessor assigns to other parties its interest relating to an obligation of Obligor, this Guaranty may be assignable in part to such parties without impairing the effectiveness of this Guaranty as to any of Lessor's interests relating to an obligation of Obligor that Lessor has not assigned.
- 1.4 **WAIVERS.** The Undersigned waives notice of Lessor's acceptance hereof, or default and non-payment by Obligor or any other parties, of presentment, protest, and demand, and of all other matters to which the undersigned otherwise might be entitled. **THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.**
- 1.5 **Independent Guaranty.** The Undersigned's obligations hereunder are independent and several. The failure of any guarantor to sign this or a substantially similar guaranty and indemnity shall not affect the liability hereunder of any other signer hereof. The death or release from liability hereunder of any guarantor shall not relieve the others from liability hereunder.
- 1.6 **Subrogation.** If Obligor should default in the performance of any of Obligor's obligations to Lessor, and if any third party makes any payment to Lessor with respect hereto, such third party shall, to the extent thereof, be subrogated to all of Lessor's rights against the Undersigned hereunder. If the Undersigned becomes subrogated to Lessor's rights against Obligor, the subject goods, or any third party as a result of making any payment to Lessor, the Undersigned agrees not to enforce or exercise any of such rights unless and until Lessor has received payment and performance in full of all Obligor's obligations under its agreement(s) with Lessor.

II. SECURITY AGREEMENT

- 2.1 **Scope.** To secure fulfillment of Obligor's performance to Lessor under any lease agreements and/or other financing agreements and the Undersigned's performance under this Agreement, the Undersigned hereby grants to Lessor a security interest in all of its accounts, money, general intangibles, instruments, documents, and chattel paper (the "Collateral").

EXHIBIT

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2.2 Appointment of Attorney in Fact. The Undersigned authorizes Lessor or its agent to file or record this or any other instrument showing the interest of Lessor in the Collateral, including but not limited to Uniform Commercial Code financing statements, and grants Lessor the right to sign the Undersigned's name thereto.

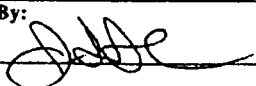
III. GENERAL PROVISIONS

- 3.1 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Iowa. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED AGREES TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA AND HEREBY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. However, Lessor at its sole discretion may enforce this Agreement in any state or federal court having lawful jurisdiction thereof.
- 3.2 Assignment. The Undersigned acknowledges that Lessor may sell and/or assign, in whole or in part, its interests in this Agreement and/or any obligation the Obligor has to Lessor to one or more third parties without notice to the Undersigned. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations of Obligor assigned to such assignee. Any such assignment shall not impair the effectiveness or enforceability of this Agreement or any obligation of Obligor to Lessor with respect to any interest that Lessor does not assign. The Undersigned may not assign or delegate its duties hereunder.
- 3.3 Modification. Neither Lessor nor the Undersigned may amend, modify, or terminate this Agreement unless in writing and signed by both parties, provided, however, that Lessor is authorized to make nonsubstantive changes to this Agreement, including but not limited to Obligor's legal name and the Undersigned's legal name. In addition Lessor may modify the terms and conditions of Obligor's lease(s) and/or financing agreements without notice to or consent of the Undersigned.
- 3.4 Enforcement. No delay in exercising any right or remedy by Lessor shall operate as a waiver of any right or remedy or modify the terms of this Agreement. The Undersigned shall reimburse Lessor, on demand, for all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement or attempted enforcement of any of its rights hereunder against the Undersigned and shall pay interest on all amounts owing at the rate of 18% per annum, compounded monthly, but in no event more than the maximum rate permitted by law, until paid in full.
- 3.5 Severability. Any provision of this Agreement which is deemed unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed deleted and ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Unenforceability of a provision hereof in a given jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 3.6 General. This Agreement shall inure to the benefit of Lessor and is binding on the Undersigned's successors, assigns, heirs and personal representatives. Wherever the name VGM Financial Services or the acronym VGMFS is used in this Agreement, a Lease, or any documents relating thereto, said name refers to VGM Financial Services, a division of TCF Equipment Finance, Inc. The undersigned agree that Lessor may accept a facsimile copy of this document bearing facsimile signatures which shall be deemed an original for all purposes. Time is of the essence with respect to performance under this Agreement.

IN WITNESS WHEREOF, the Undersigned has caused this Agreement to be executed by its duly authorized officers as of the date set forth above.

824 Clubhouse Drive Sunset, SC 29685
Address

Federal I.D.

| | | |
|--|---|--|
| Guarantor: The Cliffs Club & Hospitality Group, Inc. | By:  | Print Name and Title: J. Scott Carlton President |
|--|---|--|

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| | |
|--|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] Corporation Service Company 1-800-858-5294 | |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) 63829329 - 346850 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: South Carolina (S.O.S.) | |

SC Secretary of State

File ID: 120119-1015458

Lapse Date: 01/19/2017

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 CLUB & HOSPITALITY GROUP, INC | | | | | |
| OR | 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 1c. MAILING ADDRESS 250 KNIGHTSRIDGE ROAD | | CITY TRAVELERS REST | STATE SC | POSTAL CODE 29690 | COUNTRY USA |
| 1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION Corp. | 1f. JURISDICTION OF ORGANIZATION SC | 1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> 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 <input type="checkbox"/> 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 VGM Financial Services a Division of TCF Equipment Finance, Inc. | | | | | |
| OR | 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 3c. MAILING ADDRESS 1111 W. San Maman Drive | | CITY Waterloo | STATE IA | POSTAL CODE 50701 | COUNTRY USA |

4. This FINANCING STATEMENT covers the following collateral:

ANY AND ALL OF DEBTOR'S ACCOUNTS, MONEY, GENERAL INTANGIBLES, INSTRUMENTS, DOCUMENTS AND CHATTEL PAPER.

| | | | | | | |
|---|--|---------------------|---------------|--------------|----------|----------------|
| 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 [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] | | All Debtors | Debtor 1 | Debtor 2 | |
| 8. OPTIONAL FILER REFERENCE DATA 576218 | | | | | | |

83829329

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

EXHIBIT

tabbies

1,2



GUARANTY AND SECURITY AGREEMENT

| |
|--|
| "Obligor" |
| The Cliffs at Walnut Cove Golf & Country Club, LLC, 268 Walnut Valley Parkway, Arden, NC 28704 |
| "Lessor" |
| VGM Financial Services, 1111 West San Marnan Dr., Waterloo, IA 50701 |

RECITALS

- A. The above-named Obligor and Lessor desire to enter into one or more lease agreements or other financing agreements or arrangements for Obligor's lease or purchase of certain goods from or through Lessor.
- B. As a condition of contracting with Obligor, Lessor requires a guaranty of Obligor's performance from one or more of Obligor's related parties, including the undersigned company (the "Undersigned").
- C. Lessor desires to obtain a security interest in certain property of the Undersigned as security for performance of this guaranty.
- D. The Undersigned desires to enter this Guaranty and Security Agreement (the "Agreement") as an inducement for Lessor to make new or additional financing available to the Obligor.

For consideration received, the Undersigned agrees as follows:

I. GUARANTY

- 1.1 **Guaranty.** The Undersigned unconditionally guarantees to Lessor the full and prompt performance by Obligor, its successors, assigns, heirs and personal representatives, of all obligations which Obligor presently or hereafter may have to Lessor and payment when due of all sums presently or hereafter owed by Obligor to Lessor and agrees to indemnify Lessor against any losses it may sustain and expenses it may incur, including but not limited to attorneys' fees and expenses, as a result of any default by Obligor. The guaranty set forth in this paragraph is referred to as the "Guaranty."
- 1.2 **Effectiveness.** For purposes of this Agreement, all sums owing to Lessor by Obligor shall be deemed to become immediately due and payable if Obligor is in default under any agreement with Lessor.
- 1.3 **Durability of Guaranty.** This shall be a continuing Guaranty and, irrespective of the lack of any notice to or consent of the Undersigned, its obligations hereunder shall not be impaired in any manner whatsoever by any: (a) new agreements or obligations of Obligor with or to Lessor; amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Obligor or third parties with or to Lessor; or extensions of credit by Lessor to Obligor; (b) adjustments, compromises or releases of any obligations of Obligor, the Undersigned or any other parties, or exchanges, releases or sales of any security of Obligor, the Undersigned or any other parties; (c) falsity, incorrectness, invalidity or unenforceability, for any reason, of any instrument, or acts or omissions by Lessor or Obligor; (d) composition, extensions, moratoria, or other relief granted to Obligor pursuant to any statute presently in force or hereafter enacted; or (e) interruptions in the business relations between Lessor and Obligor. This Guaranty is severable as to one or more obligations of Obligor to Lessor. If Lessor assigns to other parties its interest relating to an obligation of Obligor, this Guaranty may be assignable in part to such parties without impairing the effectiveness of this Guaranty as to any of Lessor's interests relating to an obligation of Obligor that Lessor has not assigned.
- 1.4 **WAIVERS.** The Undersigned waives notice of Lessor's acceptance hereof, or default and non-payment by Obligor or any other parties, of presentment, protest, and demand, and of all other matters to which the undersigned otherwise might be entitled. **THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.**
- 1.5 **Independent Guaranty.** The Undersigned's obligations hereunder are independent and several. The failure of any guarantor to sign this or a substantially similar guaranty and indemnity shall not affect the liability hereunder of any other signer hereof. The death or release from liability hereunder of any guarantor shall not relieve the others from liability hereunder.
- 1.6 **Subrogation.** If Obligor should default in the performance of any of Obligor's obligations to Lessor, and if any third party makes any payment to Lessor with respect hereto, such third party shall, to the extent thereof, be subrogated to all of Lessor's rights against the Undersigned hereunder. If the Undersigned becomes subrogated to Lessor's rights against Obligor, the subject goods, or any third party as a result of making any payment to Lessor, the Undersigned agrees not to enforce or exercise any of such rights unless and until Lessor has received payment and performance in full of all Obligor's obligations under its agreement(s) with Lessor.

II. SECURITY AGREEMENT

- 2.1 **Scope.** To secure fulfillment of Obligor's performance to Lessor under any lease agreements and/or other financing agreements and the Undersigned's performance under this Agreement, the Undersigned hereby grants to Lessor a security interest in all of its accounts, money, general intangibles, instruments, documents, and chattel paper (the "Collateral").

EXHIBIT

201

2.2 Appointment of Attorney in Fact. The Undersigned authorizes Lessor or its agent to file or record this or any other instrument showing the interest of Lessor in the Collateral, including but not limited to Uniform Commercial Code financing statements, and grants Lessor the right to sign the Undersigned's name thereto.

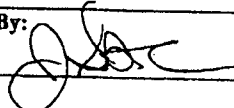
III. GENERAL PROVISIONS

- 3.1 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Iowa. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED AGREES TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA AND HEREBY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. However, Lessor at its sole discretion may enforce this Agreement in any state or federal court having lawful jurisdiction thereof.
- 3.2 Assignment. The Undersigned acknowledges that Lessor may sell and/or assign, in whole or in part, its interests in this Agreement and/or any obligation the Obligor has to Lessor to one or more third parties without notice to the Undersigned. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations of Obligor assigned to such assignee. Any such assignment shall not impair the effectiveness or enforceability of this Agreement or any obligation of Obligor to Lessor with respect to any interest that Lessor does not assign. The Undersigned may not assign or delegate its duties hereunder.
- 3.3 Modification. Neither Lessor nor the Undersigned may amend, modify, or terminate this Agreement unless in writing and signed by both parties, provided, however, that Lessor is authorized to make nonsubstantive changes to this Agreement, including but not limited to Obligor's legal name and the Undersigned's legal name. In addition Lessor may modify the terms and conditions of Obligor's lease(s) and/or financing agreements without notice to or consent of the Undersigned.
- 3.4 Enforcement. No delay in exercising any right or remedy by Lessor shall operate as a waiver of any right or remedy or modify the terms of this Agreement. The Undersigned shall reimburse Lessor, on demand, for all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement or attempted enforcement of any of its rights hereunder against the Undersigned and shall pay interest on all amounts owing at the rate of 18% per annum, compounded monthly, but in no event more than the maximum rate permitted by law, until paid in full.
- 3.5 Severability. Any provision of this Agreement which is deemed unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed deleted and ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Unenforceability of a provision hereof in a given jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 3.6 General. This Agreement shall inure to the benefit of Lessor and is binding on the Undersigned's successors, assigns, heirs and personal representatives. Wherever the name VGM Financial Services or the acronym VGMFS is used in this Agreement, a Lease, or any documents relating thereto, said name refers to VGM Financial Services, a division of TCF Equipment Finance, Inc. The undersigned agree that Lessor may accept a facsimile copy of this document bearing facsimile signatures which shall be deemed an original for all purposes. Time is of the essence with respect to performance under this Agreement.

IN WITNESS WHEREOF, the Undersigned has caused this Agreement to be executed by its duly authorized officers as of the date set forth above.

268 Walnut Valley Parkway, Arden, NC 28704
Address

Federal I.D.

| | | |
|--|---|--|
| Guarantor: The Cliffs Club & Hospitality Group, Inc. | By:  | Print Name and Title: J. Scott Carlton President |
|--|---|--|

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| | |
|---|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] Corporation Service Company 1-800-858-5294 | |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) 63829406 - 346850 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 | |
| Filed In: South Carolina (S.O.S.) | |

SC Secretary of State

File ID: 120119-1012342

Lapse Date: 01/19/2017

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 CLUB & HOSPITALITY GROUP, INC | | | | | |
| OR | | | | | |
| 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | | MIDDLE NAME SUFFIX | |
| 1c. MAILING ADDRESS 250 KNIGHTSRIDGE ROAD | | CITY TRAVELERS REST | | STATE SC | POSTAL CODE 29690 COUNTRY USA |
| 1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION Corp. | 1f. JURISDICTION OF ORGANIZATION SC | 1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> 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 <input type="checkbox"/> 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 VGM Financial Services a Division of TCF Equipment Finance, Inc. | | | | | |
| OR | | | | | |
| 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | | MIDDLE NAME SUFFIX | |
| 3c. MAILING ADDRESS 1111 W. San Maman Drive | | CITY Waterloo | | STATE IA | POSTAL CODE 50701 COUNTRY USA |

4. This FINANCING STATEMENT covers the following collateral:

ANY AND ALL OF DEBTOR'S ACCOUNTS, MONEY, GENERAL INTANGIBLES, INSTRUMENTS, DOCUMENTS AND CHATTEL PAPER.

| | | | | | | |
|---|--|---|--|--------------|----------|----------------|
| 5. ALTERNATIVE DESIGNATION (if applicable) | LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-LCC FILING |
| 6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) | 8. OPTIONAL FILER REFERENCE DATA 576219 | 9. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) | All Debtors | Debtor 1 | Debtor 2 |

63829406

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

EXHIBIT

tabbies

2, 2



GUARANTY AND SECURITY AGREEMENT

| |
|--|
| "Obligor" |
| The Cliffs at Keowee Falls Golf & Country Club, LLC, 770 S. Cherry Laurel Way, Salem, SC 29676 |
| "Lessor" |
| VGM Financial Services, 1111 West San Marcan Dr., Waterloo, IA 50701 |

RECITALS

- A. The above-named Obligor and Lessor desire to enter into one or more lease agreements or other financing agreements or arrangements for Obligor's lease or purchase of certain goods from or through Lessor.
- B. As a condition of contracting with Obligor, Lessor requires a guaranty of Obligor's performance from one or more of Obligor's related parties, including the undersigned company (the "Undersigned").
- C. Lessor desires to obtain a security interest in certain property of the Undersigned as security for performance of this guaranty.
- D. The Undersigned desires to enter this Guaranty and Security Agreement (the "Agreement") as an inducement for Lessor to make new or additional financing available to the Obligor.

For consideration received, the Undersigned agrees as follows:

I. GUARANTY

- 1.1 **Guaranty.** The Undersigned unconditionally guarantees to Lessor the full and prompt performance by Obligor, its successors, assigns, heirs and personal representatives, of all obligations which Obligor presently or hereafter may have to Lessor and payment when due of all sums presently or hereafter owed by Obligor to Lessor and agrees to indemnify Lessor against any losses it may sustain and expenses it may incur, including but not limited to attorneys' fees and expenses, as a result of any default by Obligor. The guaranty set forth in this paragraph is referred to as the "Guaranty."
- 1.2 **Effectiveness.** For purposes of this Agreement, all sums owing to Lessor by Obligor shall be deemed to become immediately due and payable if Obligor is in default under any agreement with Lessor.
- 1.3 **Durability of Guaranty.** This shall be a continuing Guaranty and, irrespective of the lack of any notice to or consent of the Undersigned, its obligations hereunder shall not be impaired in any manner whatsoever by any: (a) new agreements or obligations of Obligor with or to Lessor; amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Obligor or third parties with or to Lessor; or extensions of credit by Lessor to Obligor; (b) adjustments, compromises or releases of any obligations of Obligor, the Undersigned or any other parties, or exchanges, releases or sales of any security of Obligor, the Undersigned or any other parties; (c) falsity, incorrectness, invalidity or unenforceability, for any reason, of any instrument, or acts or omissions by Lessor or Obligor; (d) composition, extensions, moratoria, or other relief granted to Obligor pursuant to any statute presently in force or hereafter enacted; or (e) interruptions in the business relations between Lessor and Obligor. This Guaranty is severable as to one or more obligations of Obligor to Lessor. If Lessor assigns to other parties its interest relating to an obligation of Obligor, this Guaranty may be assignable in part to such parties without impairing the effectiveness of this Guaranty as to any of Lessor's interests relating to an obligation of Obligor that Lessor has not assigned.
- 1.4 **WAIVERS.** The Undersigned waives notice of Lessor's acceptance hereof, or default and non-payment by Obligor or any other parties, of presentment, protest, and demand, and of all other matters to which the undersigned otherwise might be entitled. **THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.**
- 1.5 **Independent Guaranty.** The Undersigned's obligations hereunder are independent and several. The failure of any guarantor to sign this or a substantially similar guaranty and indemnity shall not affect the liability hereunder of any other signer hereof. The death or release from liability hereunder of any guarantor shall not relieve the others from liability hereunder.
- 1.6 **Subrogation.** If Obligor should default in the performance of any of Obligor's obligations to Lessor, and if any third party makes any payment to Lessor with respect hereto, such third party shall, to the extent thereof, be subrogated to all of Lessor's rights against the Undersigned hereunder. If the Undersigned becomes subrogated to Lessor's rights against Obligor, the subject goods, or any third party as a result of making any payment to Lessor, the Undersigned agrees not to enforce or exercise any of such rights unless and until Lessor has received payment and performance in full of all Obligor's obligations under its agreement(s) with Lessor.

II. SECURITY AGREEMENT

- 2.1 **Scope.** To secure fulfillment of Obligor's performance to Lessor under any lease agreements and/or other financing agreements and the Undersigned's performance under this Agreement, the Undersigned hereby grants to Lessor a security interest in all of its accounts, money, general intangibles, instruments, documents, and chattel paper (the "Collateral").

EXHIBIT

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3.1

2.2 Appointment of Attorney in Fact. The Undersigned authorizes Lessor or its agent to file or record this or any other instrument showing the interest of Lessor in the Collateral, including but not limited to Uniform Commercial Code financing statements, and grants Lessor the right to sign the Undersigned's name thereto.

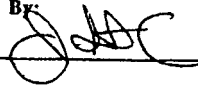
III. GENERAL PROVISIONS

- 3.1 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Iowa. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED AGREES TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA AND HEREBY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. However, Lessor at its sole discretion may enforce this Agreement in any state or federal court having lawful jurisdiction thereof.
- 3.2 Assignment. The Undersigned acknowledges that Lessor may sell and/or assign, in whole or in part, its interests in this Agreement and/or any obligation the Obligor has to Lessor to one or more third parties without notice to the Undersigned. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations of Obligor assigned to such assignee. Any such assignment shall not impair the effectiveness or enforceability of this Agreement or any obligation of Obligor to Lessor with respect to any interest that Lessor does not assign. The Undersigned may not assign or delegate its duties hereunder.
- 3.3 Modification. Neither Lessor nor the Undersigned may amend, modify, or terminate this Agreement unless in writing and signed by both parties, provided, however, that Lessor is authorized to make nonsubstantive changes to this Agreement, including but not limited to Obligor's legal name and the Undersigned's legal name. In addition Lessor may modify the terms and conditions of Obligor's lease(s) and/or financing agreements without notice to or consent of the Undersigned.
- 3.4 Enforcement. No delay in exercising any right or remedy by Lessor shall operate as a waiver of any right or remedy or modify the terms of this Agreement. The Undersigned shall reimburse Lessor, on demand, for all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement or attempted enforcement of any of its rights hereunder against the Undersigned and shall pay interest on all amounts owing at the rate of 18% per annum, compounded monthly, but in no event more than the maximum rate permitted by law, until paid in full.
- 3.5 Severability. Any provision of this Agreement which is deemed unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed deleted and ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Unenforceability of a provision hereof in a given jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 3.6 General. This Agreement shall inure to the benefit of Lessor and is binding on the Undersigned's successors, assigns, heirs and personal representatives. Wherever the name VGM Financial Services or the acronym VGMFS is used in this Agreement, a Lease, or any documents relating thereto, said name refers to VGM Financial Services, a division of TCF Equipment Finance, Inc. The undersigned agree that Lessor may accept a facsimile copy of this document bearing facsimile signatures which shall be deemed an original for all purposes. Time is of the essence with respect to performance under this Agreement.

IN WITNESS WHEREOF, the Undersigned has caused this Agreement to be executed by its duly authorized officers as of the date set forth above.

770 S. Cherry Laurel Way, Salem, SC 29676
Address

Federal I.D.

| | | |
|--|---|--|
| Guarantor: The Cliffs Club & Hospitality Group, Inc. | By:  | Print Name and Title: J. Scott Carlton President |
|--|---|--|

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

63829035 - 348850

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

Filed In: South Carolina (S.O.S.)

SC Secretary of State

File ID: 120119-1028099

Lapse Date: 01/19/2017

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 CLUB & HOSPITALITY GROUP, INC

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

1c. MAILING ADDRESS 250 KNIGHTSRIDGE ROAD CITY TRAVELERS REST. STATE SC POSTAL CODE 29690 COUNTRY USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corp. 1f. JURISDICTION OF ORGANIZATION SC 1g. ORGANIZATIONAL ID #, if any ☒ 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) - insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME VGM Financial Services a Division of TCF Equipment Finance, Inc.

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

3c. MAILING ADDRESS 1111 W. San Maman Drive CITY Waterloo STATE IA POSTAL CODE 50701 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ANY AND ALL OF DEBTOR'S ACCOUNTS, MONEY, GENERAL INTANGIBLES, INSTRUMENTS, DOCUMENTS AND CHATTEL PAPER.

| | | | | | | |
|--|--|---------------------|---------------|--------------|---------|----------------|
| 5. ALTERNATIVE DESIGNATION (if applicable): | LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOC | SELLER/BUYER | AGL UEN | NON-UCC FILING |
| 6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS of the State of (if applicable): | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) | All Debtors | Debtor 1 | Debtor 2 | | |

8. OPTIONAL FILER REFERENCE DATA 6215

63829035

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

EXHIBIT

3, 2

-100



GUARANTY AND SECURITY AGREEMENT

| |
|--|
| "Obligor" |
| The Cliffs at Keowee Springs Golf & Country Club, LLC, 141 Spring Cove Way, Six Mile, SC 29682 |
| "Lessor" |
| VGM Financial Services, 1111 West San Marnan Dr., Waterloo, IA 50701 |

RECITALS

- A. The above-named Obligor and Lessor desire to enter into one or more lease agreements or other financing agreements or arrangements for Obligor's lease or purchase of certain goods from or through Lessor.
- B. As a condition of contracting with Obligor, Lessor requires a guaranty of Obligor's performance from one or more of Obligor's related parties, including the undersigned company (the "Undersigned").
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- D. The Undersigned desires to enter this Guaranty and Security Agreement (the "Agreement") as an inducement for Lessor to make new or additional financing available to the Obligor.

For consideration received, the Undersigned agrees as follows:

I. GUARANTY

- 1.1 **Guaranty.** The Undersigned unconditionally guarantees to Lessor the full and prompt performance by Obligor, its successors, assigns, heirs and personal representatives, of all obligations which Obligor presently or hereafter may have to Lessor and payment when due of all sums presently or hereafter owed by Obligor to Lessor and agrees to indemnify Lessor against any losses it may sustain and expenses it may incur, including but not limited to attorneys' fees and expenses, as a result of any default by Obligor. The guaranty set forth in this paragraph is referred to as the "Guaranty."
- 1.2 **Effectiveness.** For purposes of this Agreement, all sums owing to Lessor by Obligor shall be deemed to become immediately due and payable if Obligor is in default under any agreement with Lessor.
- 1.3 **Durability of Guaranty.** This shall be a continuing Guaranty and, irrespective of the lack of any notice to or consent of the Undersigned, its obligations hereunder shall not be impaired in any manner whatsoever by any: (a) new agreements or obligations of Obligor with or to Lessor; amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Obligor or third parties with or to Lessor; or extensions of credit by Lessor to Obligor; (b) adjustments, compromises or releases of any obligations of Obligor, the Undersigned or any other parties, or exchanges, releases or sales of any security of Obligor, the Undersigned or any other parties; (c) falsity, incorrectness, invalidity or unenforceability, for any reason, of any instrument, or acts or omissions by Lessor or Obligor; (d) composition, extensions, moratoria, or other relief granted to Obligor pursuant to any statute presently in force or hereafter enacted; or (e) interruptions in the business relations between Lessor and Obligor. This Guaranty is severable as to one or more obligations of Obligor to Lessor. If Lessor assigns to other parties its interest relating to an obligation of Obligor, this Guaranty may be assignable in part to such parties without impairing the effectiveness of this Guaranty as to any of Lessor's interests relating to an obligation of Obligor that Lessor has not assigned.
- 1.4 **WAIVERS.** The Undersigned waives notice of Lessor's acceptance hereof, or default and non-payment by Obligor or any other parties, of presentment, protest, and demand, and of all other matters to which the undersigned otherwise might be entitled. **THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.**
- 1.5 **Independent Guaranty.** The Undersigned's obligations hereunder are independent and several. The failure of any guarantor to sign this or a substantially similar guaranty and indemnity shall not affect the liability hereunder of any other signer hereof. The death or release from liability hereunder of any guarantor shall not relieve the others from liability hereunder.
- 1.6 **Subrogation.** If Obligor should default in the performance of any of Obligor's obligations to Lessor, and if any third party makes any payment to Lessor with respect hereto, such third party shall, to the extent thereof, be subrogated to all of Lessor's rights against the Undersigned hereunder. If the Undersigned becomes subrogated to Lessor's rights against Obligor, the subject goods, or any third party as a result of making any payment to Lessor, the Undersigned agrees not to enforce or exercise any of such rights unless and until Lessor has received payment and performance in full of all Obligor's obligations under its agreement(s) with Lessor.

II. SECURITY AGREEMENT

- 2.1 **Scope.** To secure fulfillment of Obligor's performance to Lessor under any lease agreements and/or other financing agreements and the Undersigned's performance under this Agreement, the Undersigned hereby grants to Lessor a security interest in all of its accounts, money, general intangibles, instruments, documents, and chattel paper (the "Collateral").



2.2 Appointment of Attorney in Fact. The Undersigned authorizes Lessor or its agent to file or record this or any other instrument showing the interest of Lessor in the Collateral, including but not limited to Uniform Commercial Code financing statements, and grants Lessor the right to sign the Undersigned's name thereto.

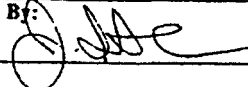
III. GENERAL PROVISIONS

- 3.1 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Iowa. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED AGREES TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA AND HEREBY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. However, Lessor at its sole discretion may enforce this Agreement in any state or federal court having lawful jurisdiction thereof.
- 3.2 Assignment. The Undersigned acknowledges that Lessor may sell and/or assign, in whole or in part, its interests in this Agreement and/or any obligation the Obligor has to Lessor to one or more third parties without notice to the Undersigned. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations of Obligor assigned to such assignee. Any such assignment shall not impair the effectiveness or enforceability of this Agreement or any obligation of Obligor to Lessor with respect to any interest that Lessor does not assign. The Undersigned may not assign or delegate its duties hereunder.
- 3.3 Modification. Neither Lessor nor the Undersigned may amend, modify, or terminate this Agreement unless in writing and signed by both parties, provided, however, that Lessor is authorized to make nonsubstantive changes to this Agreement, including but not limited to Obligor's legal name and the Undersigned's legal name. In addition Lessor may modify the terms and conditions of Obligors lease(s) and/or financing agreements without notice to or consent of the Undersigned.
- 3.4 Enforcement. No delay in exercising any right or remedy by Lessor shall operate as a waiver of any right or remedy or modify the terms of this Agreement. The Undersigned shall reimburse Lessor, on demand, for all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement or attempted enforcement of any of its rights hereunder against the Undersigned and shall pay interest on all amounts owing at the rate of 18% per annum, compounded monthly, but in no event more than the maximum rate permitted by law, until paid in full.
- 3.5 Severability. Any provision of this Agreement which is deemed unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed deleted and ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Unenforceability of a provision hereof in a given jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 3.6 General. This Agreement shall inure to the benefit of Lessor and is binding on the Undersigned's successors, assigns, heirs and personal representatives. Wherever the name VGM Financial Services or the acronym VGMFS is used in this Agreement, a Lease, or any documents relating thereto, said name refers to VGM Financial Services, a division of TCF Equipment Finance, Inc. The undersigned agree that Lessor may accept a facsimile copy of this document bearing facsimile signatures which shall be deemed an original for all purposes. Time is of the essence with respect to performance under this Agreement.

IN WITNESS WHEREOF, the Undersigned has caused this Agreement to be executed by its duly authorized officers as of the date set forth above.

141 Spring Cove Way, Six Mile, SC 29682
Address

Federal I.D.

| | | |
|--|---|--|
| Guarantor: The Cliffs Club & Hospitality Group, Inc. | By:  | Print Name and Title: J. Scott Carlton President |
|--|---|--|

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| | |
|--|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294 | |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) 63829238 - 346850 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: South Carolina (S.O.S.) | |

SC Secretary of State

File ID: 120119-1018224

Lapse Date: 01/19/2017

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 CLUB & HOSPITALITY GROUP INC | | | | |
| OR | | | | |
| 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 2c. MAILING ADDRESS 250 KNIGHTSRIDGE ROAD | | | | |
| CITY TRAVELERS REST | | STATE SC | POSTAL CODE 29690 | COUNTRY USA |
| 1d. SEE INSTRUCTIONS | ADDL INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION Corp. | 1f. JURISDICTION OF ORGANIZATION SC | 1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> 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 | ADDL INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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 VGM Financial Services a Division of TCF Equipment Finance, Inc. | | | | |
| OR | | | | |
| 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 3c. MAILING ADDRESS 1111 W. San Martin Drive | | | | |
| CITY Waterloo | | STATE IA | POSTAL CODE 50701 | COUNTRY USA |

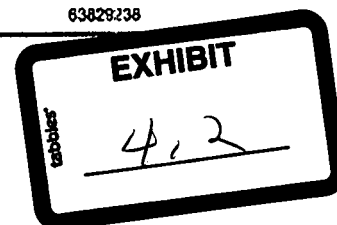
4. This FINANCING STATEMENT covers the following collateral:

ANY AND ALL OF DEBTOR'S ACCOUNTS, MONEY, GENERAL INTANGIBLES, INSTRUMENTS, DOCUMENTS AND CHATTEL PAPER.

| | | | | | | |
|---|---|---------------------|-------------------------------|--------------|----------|----------------|
| 5. ALTERNATIVE DESIGNATION (if applicable): | LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOB | SELLER/BUYER | AG. LIEN | NON-UCC FILING |
| 6. This FINANCING STATEMENT is to be filed (or record) in the REAL ESTATE RECORDS. Attach Addendum if applicable. | 7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (optional) | | All Debtors Debtor 1 Debtor 2 | | | |
| 8. OPTIONAL FILER REFERENCE DATA 6211 | | | | | | |

63829238

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)





GUARANTY AND SECURITY AGREEMENT

| |
|---|
| "Obligor" |
| The Cliffs at Glassy Golf & Country Club, LLC, 200 Fire Pink Way, Landrum, SC 29356 |
| "Lessor" |
| VGM Financial Services, 1111 West San Marnan Dr., Waterloo, IA 50701 |

RECITALS

- A. The above-named Obligor and Lessor desire to enter into one or more lease agreements or other financing agreements or arrangements for Obligor's lease or purchase of certain goods from or through Lessor.
- B. As a condition of contracting with Obligor, Lessor requires a guaranty of Obligor's performance from one or more of Obligor's related parties, including the undersigned company (the "Undersigned").
- C. Lessor desires to obtain a security interest in certain property of the Undersigned as security for performance of this guaranty.
- D. The Undersigned desires to enter this Guaranty and Security Agreement (the "Agreement") as an inducement for Lessor to make new or additional financing available to the Obligor.

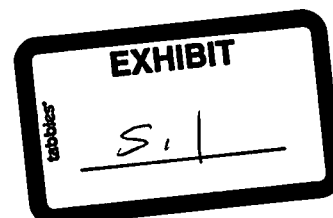
For consideration received, the Undersigned agrees as follows:

I. GUARANTY

- 1.1 **Guaranty.** The Undersigned unconditionally guarantees to Lessor the full and prompt performance by Obligor, its successors, assigns, heirs and personal representatives, of all obligations which Obligor presently or hereafter may have to Lessor and payment when due of all sums presently or hereafter owed by Obligor to Lessor and agrees to indemnify Lessor against any losses it may sustain and expenses it may incur, including but not limited to attorneys' fees and expenses, as a result of any default by Obligor. The guaranty set forth in this paragraph is referred to as the "Guaranty."
- 1.2 **Effectiveness.** For purposes of this Agreement, all sums owing to Lessor by Obligor shall be deemed to become immediately due and payable if Obligor is in default under any agreement with Lessor.
- 1.3 **Durability of Guaranty.** This shall be a continuing Guaranty and, irrespective of the lack of any notice to or consent of the Undersigned, its obligations hereunder shall not be impaired in any manner whatsoever by any: (a) new agreements or obligations of Obligor with or to Lessor; amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Obligor or third parties with or to Lessor; or extensions of credit by Lessor to Obligor; (b) adjustments, compromises or releases of any obligations of Obligor, the Undersigned or any other parties, or exchanges, releases or sales of any security of Obligor, the Undersigned or any other parties; (c) falsity, incorrectness, invalidity or unenforceability, for any reason, of any instrument, or acts or omissions by Lessor or Obligor; (d) composition, extensions, moratoria, or other relief granted to Obligor pursuant to any statute presently in force or hereafter enacted; or (e) interruptions in the business relations between Lessor and Obligor. This Guaranty is severable as to one or more obligations of Obligor to Lessor. If Lessor assigns to other parties its interest relating to an obligation of Obligor, this Guaranty may be assignable in part to such parties without impairing the effectiveness of this Guaranty as to any of Lessor's interests relating to an obligation of Obligor that Lessor has not assigned.
- 1.4 **WAIVERS.** The Undersigned waives notice of Lessor's acceptance hereof, or default and non-payment by Obligor or any other parties, of presentment, protest, and demand, and of all other matters to which the undersigned otherwise might be entitled. **THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.**
- 1.5 **Independent Guaranty.** The Undersigned's obligations hereunder are independent and several. The failure of any guarantor to sign this or a substantially similar guaranty and indemnity shall not affect the liability hereunder of any other signer hereof. The death or release from liability hereunder of any guarantor shall not relieve the others from liability hereunder.
- 1.6 **Subrogation.** If Obligor should default in the performance of any of Obligor's obligations to Lessor, and if any third party makes any payment to Lessor with respect hereto, such third party shall, to the extent thereof, be subrogated to all of Lessor's rights against the Undersigned hereunder. If the Undersigned becomes subrogated to Lessor's rights against Obligor, the subject goods, or any third party as a result of making any payment to Lessor, the Undersigned agrees not to enforce or exercise any of such rights unless and until Lessor has received payment and performance in full of all Obligor's obligations under its agreement(s) with Lessor.

II. SECURITY AGREEMENT

- 2.1 **Scope.** To secure fulfillment of Obligor's performance to Lessor under any lease agreements and/or other financing agreements and the Undersigned's performance under this Agreement, the Undersigned hereby grants to Lessor a security interest in all of its accounts, money, general intangibles, instruments, documents, and chattel paper (the "Collateral").



2.2 Appointment of Attorney in Fact. The Undersigned authorizes Lessor or its agent to file or record this or any other instrument showing the interest of Lessor in the Collateral, including but not limited to Uniform Commercial Code financing statements, and grants Lessor the right to sign the Undersigned's name thereto.

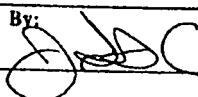
III. GENERAL PROVISIONS

- 3.1 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Iowa. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED AGREES TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA AND HEREBY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. However, Lessor at its sole discretion may enforce this Agreement in any state or federal court having lawful jurisdiction thereof.
- 3.2 Assignment. The Undersigned acknowledges that Lessor may sell and/or assign, in whole or in part, its interests in this Agreement and/or any obligation the Obligor has to Lessor to one or more third parties without notice to the Undersigned. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations of Obligor assigned to such assignee. Any such assignment shall not impair the effectiveness or enforceability of this Agreement or any obligation of Obligor to Lessor with respect to any interest that Lessor does not assign. The Undersigned may not assign or delegate its duties hereunder.
- 3.3 Modification. Neither Lessor nor the Undersigned may amend, modify, or terminate this Agreement unless in writing and signed by both parties, provided, however, that Lessor is authorized to make nonsubstantive changes to this Agreement, including but not limited to Obligor's legal name and the Undersigned's legal name. In addition Lessor may modify the terms and conditions of Obligor's lease(s) and/or financing agreements without notice to or consent of the Undersigned.
- 3.4 Enforcement. No delay in exercising any right or remedy by Lessor shall operate as a waiver of any right or remedy or modify the terms of this Agreement. The Undersigned shall reimburse Lessor, on demand, for all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement or attempted enforcement of any of its rights hereunder against the Undersigned and shall pay interest on all amounts owing at the rate of 18% per annum, compounded monthly, but in no event more than the maximum rate permitted by law, until paid in full.
- 3.5 Severability. Any provision of this Agreement which is deemed unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed deleted and ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Unenforceability of a provision hereof in a given jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 3.6 General. This Agreement shall inure to the benefit of Lessor and is binding on the Undersigned's successors, assigns, heirs and personal representatives. Wherever the name VGM Financial Services or the acronym VGMFS is used in this Agreement, a Lease, or any documents relating thereto, said name refers to VGM Financial Services, a division of TCF Equipment Finance, Inc. The undersigned agree that Lessor may accept a facsimile copy of this document bearing facsimile signatures which shall be deemed an original for all purposes. Time is of the essence with respect to performance under this Agreement.

IN WITNESS WHEREOF, the Undersigned has caused this Agreement to be executed by its duly authorized officers as of the date set forth above.

200 Fire Pink Way, Landrum, SC 29356
Address

Federal I.D.

| | | |
|--|---|--|
| Guarantor: The Cliffs Club & Hospitality Group, Inc. | By:  | Print Name and Title: J. Scott Carlton President |
|--|---|--|

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| | |
|---|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] Corporation Service Company 1-800-858-5294 | |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) 63829112 - 346850 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 | |
| Filed In: South Carolina (S.O.S.) | |

SC Secretary of State

File ID: 120119-1023298

Lapse Date: 01/19/2017

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 CLUB & HOSPITALITY GROUP INC | | | | | |
| OR | 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX |
| 1c. MAILING ADDRESS 250 KNIGHTSRIDGE ROAD | | CITY TRAVELERS REST | STATE SC | POSTAL CODE 29690 | COUNTRY USA |
| 1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION Corp. | 1f. JURISDICTION OF ORGANIZATION SC | 1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> 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 <input type="checkbox"/> 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 VGM Financial Services a Division of TCF Equipment Finance, Inc. | | | | | |
| OR | 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX |
| 3c. MAILING ADDRESS 1111 W. San Marnan Drive | | CITY Waterloo | STATE IA | POSTAL CODE 50701 | COUNTRY USA |

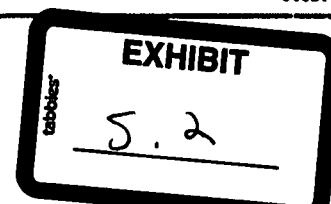
4. This FINANCING STATEMENT covers the following collateral:

ANY AND ALL OF DEBTOR'S ACCOUNTS, MONEY, GENERAL INTANGIBLES, INSTRUMENTS, DOCUMENTS AND CHATTEL PAPER.

| | | | | | | |
|--|--|---|----------------|--------------|----------|----------------|
| 5. ALTERNATIVE DESIGNATION (if applicable) | LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-JCC FILING |
| 6. This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) | 8. OPTIONAL FILER REFERENCE DATA 576221 | 9. All Debtors | Debtor 1 | Debtor 2 | |

63829112

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)





GUARANTY AND SECURITY AGREEMENT

| |
|--|
| "Obligor" |
| The Cliffs Valley Golf & Country Club, LLC, 250 Knightsbridge Road, Travelers Rest, SC 29690 |
| "Lessor" |
| VGM Financial Services, 1111 West San Marnan Dr., Waterloo, IA 50701 |

RECITALS

- A. The above-named Obligor and Lessor desire to enter into one or more lease agreements or other financing agreements or arrangements for Obligor's lease or purchase of certain goods from or through Lessor.
- B. As a condition of contracting with Obligor, Lessor requires a guaranty of Obligor's performance from one or more of Obligor's related parties, including the undersigned company (the "Undersigned").
- C. Lessor desires to obtain a security interest in certain property of the Undersigned as security for performance of this guaranty.
- D. The Undersigned desires to enter this Guaranty and Security Agreement (the "Agreement") as an inducement for Lessor to make new or additional financing available to the Obligor.

For consideration received, the Undersigned agrees as follows:

I. GUARANTY

- 1.1 **Guaranty.** The Undersigned unconditionally guarantees to Lessor the full and prompt performance by Obligor, its successors, assigns, heirs and personal representatives, of all obligations which Obligor presently or hereafter may have to Lessor and payment when due of all sums presently or hereafter owed by Obligor to Lessor and agrees to indemnify Lessor against any losses it may sustain and expenses it may incur, including but not limited to attorneys' fees and expenses, as a result of any default by Obligor. The guaranty set forth in this paragraph is referred to as the "Guaranty."
- 1.2 **Effectiveness.** For purposes of this Agreement, all sums owing to Lessor by Obligor shall be deemed to become immediately due and payable if Obligor is in default under any agreement with Lessor.
- 1.3 **Durability of Guaranty.** This shall be a continuing Guaranty and, irrespective of the lack of any notice to or consent of the Undersigned, its obligations hereunder shall not be impaired in any manner whatsoever by any: (a) new agreements or obligations of Obligor with or to Lessor; amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Obligor or third parties with or to Lessor; or extensions of credit by Lessor to Obligor; (b) adjustments, compromises or releases of any obligations of Obligor, the Undersigned or any other parties, or exchanges, releases or sales of any security of Obligor, the Undersigned or any other parties; (c) falsity, incorrectness, invalidity or unenforceability, for any reason, of any instrument, or acts or omissions by Lessor or Obligor; (d) composition, extensions, moratoria, or other relief granted to Obligor pursuant to any statute presently in force or hereafter enacted; or (e) interruptions in the business relations between Lessor and Obligor. This Guaranty is severable as to one or more obligations of Obligor to Lessor. If Lessor assigns to other parties its interest relating to an obligation of Obligor, this Guaranty may be assignable in part to such parties without impairing the effectiveness of this Guaranty as to any of Lessor's interests relating to an obligation of Obligor that Lessor has not assigned.
- 1.4 **WAIVERS.** The Undersigned waives notice of Lessor's acceptance hereof, or default and non-payment by Obligor or any other parties, of presentment, protest, and demand, and of all other matters to which the undersigned otherwise might be entitled. **THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.**
- 1.5 **Independent Guaranty.** The Undersigned's obligations hereunder are independent and several. The failure of any guarantor to sign this or a substantially similar guaranty and indemnity shall not affect the liability hereunder of any other signer hereof. The death or release from liability hereunder of any guarantor shall not relieve the others from liability hereunder.
- 1.6 **Subrogation.** If Obligor should default in the performance of any of Obligor's obligations to Lessor, and if any third party makes any payment to Lessor with respect hereto, such third party shall, to the extent thereof, be subrogated to all of Lessor's rights against the Undersigned hereunder. If the Undersigned becomes subrogated to Lessor's rights against Obligor, the subject goods, or any third party as a result of making any payment to Lessor, the Undersigned agrees not to enforce or exercise any of such rights unless and until Lessor has received payment and performance in full of all Obligor's obligations under its agreement(s) with Lessor.

II. SECURITY AGREEMENT

- 2.1 **Scope.** To secure fulfillment of Obligor's performance to Lessor under any lease agreements and/or other financing agreements and the Undersigned's performance under this Agreement, the Undersigned hereby grants to Lessor a security interest in all of its accounts, money, general intangibles, instruments, documents, and chattel paper (the "Collateral").

EXHIBIT

tabbies

6-1

2.2 Appointment of Attorney in Fact. The Undersigned authorizes Lessor or its agent to file or record this or any other instrument showing the interest of Lessor in the Collateral, including but not limited to Uniform Commercial Code financing statements, and grants Lessor the right to sign the Undersigned's name thereto.

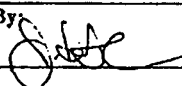
III. GENERAL PROVISIONS

- 3.1 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Iowa. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED AGREES TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA AND HEREBY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. However, Lessor at its sole discretion may enforce this Agreement in any state or federal court having lawful jurisdiction thereof.
- 3.2 Assignment. The Undersigned acknowledges that Lessor may sell and/or assign, in whole or in part, its interests in this Agreement and/or any obligation the Obligor has to Lessor to one or more third parties without notice to the Undersigned. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations of Obligor assigned to such assignee. Any such assignment shall not impair the effectiveness or enforceability of this Agreement or any obligation of Obligor to Lessor with respect to any interest that Lessor does not assign. The Undersigned may not assign or delegate its duties hereunder.
- 3.3 Modification. Neither Lessor nor the Undersigned may amend, modify, or terminate this Agreement unless in writing and signed by both parties, provided, however, that Lessor is authorized to make nonsubstantive changes to this Agreement, including but not limited to Obligor's legal name and the Undersigned's legal name. In addition Lessor may modify the terms and conditions of Obligors lease(s) and/or financing agreements without notice to or consent of the Undersigned.
- 3.4 Enforcement. No delay in exercising any right or remedy by Lessor shall operate as a waiver of any right or remedy or modify the terms of this Agreement. The Undersigned shall reimburse Lessor, on demand, for all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement or attempted enforcement of any of its rights hereunder against the Undersigned and shall pay interest on all amounts owing at the rate of 18% per annum, compounded monthly, but in no event more than the maximum rate permitted by law, until paid in full.
- 3.5 Severability. Any provision of this Agreement which is deemed unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed deleted and ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Unenforceability of a provision hereof in a given jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 3.6 General. This Agreement shall inure to the benefit of Lessor and is binding on the Undersigned's successors, assigns, heirs and personal representatives. Wherever the name VGM Financial Services or the acronym VGMFS is used in this Agreement, a Lease, or any documents relating thereto, said name refers to VGM Financial Services, a division of TCF Equipment Finance, Inc. The undersigned agree that Lessor may accept a facsimile copy of this document bearing facsimile signatures which shall be deemed an original for all purposes. Time is of the essence with respect to performance under this Agreement.

IN WITNESS WHEREOF, the Undersigned has caused this Agreement to be executed by its duly authorized officers as of the date set forth above.

250 Knightsridge Rd, Travelers Rest, SC 29690
Address

Federal I.D.

| | | |
|--|---|--|
| Guarantor: The Cliffs Club & Hospitality Group, Inc. | By:  | Print Name and Title: J. Scott Carlton President |
|--|---|--|

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| | |
|--|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294 | |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) 51928004 - 346850 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: South Carolina (S.O.S.) | |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

| | | | | | |
|---|-----------------------------------|--------------------------------|-------------------------------------|---------------------------------|--|
| 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names | | | | | |
| 1a. ORGANIZATION'S NAME THE CLIFFS CLUB & HOSPITALITY GROUP, INC. | | | | | |
| OR | | | | | |
| 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | | MIDDLE NAME SUFFIX | |
| 1c. MAILING ADDRESS 250 KNIGHTSRIDGE ROAD | | CITY TRAVELERS REST | | STATE SC | POSTAL CODE 29690 COUNTRY USA |
| 1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION Corp. | 1f. JURISDICTION OF ORGANIZATION SC | 1g. ORGANIZATIONAL ID #, if any | |
| | | | | | <input checked="" type="checkbox"/> NONE |
| 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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 | |
| | | | | | <input type="checkbox"/> NONE |
| 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b) | | | | | |
| 3a. ORGANIZATION'S NAME VGM Financial Services a Division of TCF Equipment Finance, Inc. | | | | | |
| OR | | | | | |
| 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | | MIDDLE NAME SUFFIX | |
| 3c. MAILING ADDRESS 1111 W. San Marnan | | CITY Waterloo | | STATE IA | POSTAL CODE 50701 COUNTRY USA |

4. This FINANCING STATEMENT covers the following collateral:

ANY AND ALL OF DEBTOR'S ACCOUNTS, MONEY, GENERAL INTANGIBLES, INSTRUMENTS, DOCUMENTS AND CHATTEL PAPER.

100803-1226187

UCC-1 FINANCING STATEMENT

Lapse Date: 08/03/2015 12:26:18 Filing Fee: 8 ORIG



| | | | | | | |
|---|--|---------------------|---------------|--------------|----------|----------------|
| 5. ALTERNATIVE DESIGNATION (if applicable): | LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NO: UCC FILING |
| 6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) | | All Debtors | | Debtor 1 | Debtor 2 |
| 8. OPTIONAL FILER REFERENCE DATA 6207-300 | | | | | | |

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

EXHIBIT

tabbles

G. 2

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

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

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

4. This FINANCING STATEMENT covers the following collateral:

ANY AND ALL OF DEBTOR'S ACCOUNTS, MONEY, GENERAL INTANGIBLES, INSTRUMENTS, DOCUMENTS AND CHATTEL PAPER.

55672982

110128-1005343

UCC-1 FINANCING STATEMENT

Lapse Date: 01/28/2016 10:05:34 Filing Fee: 8 ORIG

2010-05-34 Filing Fee: 8 ORIG

EXHIBIT

Abstract

4, 3

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| | |
|--|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] Corporation Service Company 1-800-858-5294 | |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) 63828909 - 346850 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: South Carolina (S.O.S.) | |

SC Secretary of State

File ID: 120119-1031016

Lapse Date: 01/19/2017

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| | | | | | |
|---|--|-----------------------------------|--|--------------------------|--|
| 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names | | | | | |
| 1a. ORGANIZATION'S NAME THE CLIFFS CLUB & HOSPITALITY GROUP, INC | | | | | |
| OR | | | | | |
| 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | | MIDDLE NAME | |
| | | | | SUFFIX | |
| 1c. MAILING ADDRESS 250 KNIGHTSRIDGE ROAD | | | | | |
| CITY | | STATE | | POSTAL CODE | |
| TRAVELERS REST | | SC | | 29690 | |
| COUNTRY | | USA | | | |
| 1d. SEE INSTRUCTIONS | | ADD'L INFO RE ORGANIZATION DEBTOR | | 1e. TYPE OF ORGANIZATION | |
| | | | | Corp. | |
| 1f. JURISDICTION OF ORGANIZATION | | 1g. ORGANIZATIONAL ID #, if any | | | |
| SC | | | | | |
| <input checked="" type="checkbox"/> NONE | | | | | |
| 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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 | |
| | | | | | |
| 2d. SEE INSTRUCTIONS | | ADD'L INFO RE ORGANIZATION DEBTOR | | 2e. TYPE OF ORGANIZATION | |
| | | | | | |
| 2f. JURISDICTION OF ORGANIZATION | | 2g. ORGANIZATIONAL ID #, if any | | | |
| | | | | | |
| <input type="checkbox"/> NONE | | | | | |
| 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR'S/P) - insert only <u>one</u> secured party name (3a or 3b) | | | | | |
| 3a. ORGANIZATION'S NAME VGM Financial Services a Division of TCF Equipment Finance, Inc. | | | | | |
| OR | | | | | |
| 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | | MIDDLE NAME | |
| | | | | SUFFIX | |
| 3c. MAILING ADDRESS 1111 W. San Maman Drive | | | | | |
| CITY | | STATE | | POSTAL CODE | |
| Waterloo | | IA | | 50701 | |
| COUNTRY | | USA | | | |

4. This FINANCING STATEMENT covers the following collateral:

ANY AND ALL OF DEBTOR'S ACCOUNTS, MONEY, GENERAL INTANGIBLES, INSTRUMENTS, DOCUMENTS AND CHATTEL PAPER.

| | | | | | | | |
|---|--|---|---------------------|---------------|--------------|----------|----------------|
| 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 (if applicable) | | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) (optional) | | All Debtors | | Debtor 1 | Debtor 2 |
| 8. OPTIONAL FILER REFERENCE DATA 576207 | | | | | | | |

63828909

Poyner Spruill^{LLP}

May 30, 2012

Diane P. Furr
Partner
D: 704.342.5338
F: 704.342.5264
dfurr@poynerspruill.com

VIA FEDERAL EXPRESS

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

RE: The Cliffs Club & Hospitality Group, Inc., et al; jointly administered.
United States Bankruptcy Court; District of South Carolina

Dear Sir or Madam:


Enclosed please find for filing, an original and two (2) copies each of the following Proofs of Claim on behalf of TCF Equipment Finance, Inc., a creditor in the following Cliffs bankruptcy cases:

1. The Cliffs Club & Hospitality Group, Inc.; Case No. 12-01230
2. The Cliffs of Keowee Vineyard Golf & Country Club; LLC; Case No. 12-01226
3. The Cliffs at Walnut Cove Golf & Country Club, LLC; Case No. 12-01227
4. The Cliffs at Keowee Falls Golf & Country Club, LLC; Case No. 12-01229
5. The Cliffs at Keowee Springs Golf & Country Club, LLC; Case No. 12-01230
6. The Cliffs at Glassy Golf & Country Club, LLC; Case No. 12-01234
7. The Cliffs Valley Golf & Country Club, LLC; Case No. 12-01236

Kindly file and return stamped copies to me in the enclosed stamped envelope. If you have any questions, please call me at (704) 342-5338.

Very truly yours,

POYNER SPRUILL LLP


Diane P. Furr
DPF:vj

Enclosures

From: (704) 342-5250
 Diane P. Furr, Esq.
 Poyner Spruill
 301 South College Street
 Suite 2300
 Charlotte, NC 28202

Origin ID: QWGA



J12101112190225

Ship Date: 30MAY12
 ActWgt: 5.0 LB
 CAD: 2509971/INET3250

Delivery Address Bar Code



SHIP TO: (704) 342-5250 **BILL SENDER**
Attn: Cliffs Claims Processing
BMC Group, Inc.
18675 Lake Drive East

Chanhassen, MN 55317

Ref # DPF - 021217.00030000
 Invoice #
 PO #
 Dept #

THU - 31 MAY A1
FIRST OVERNIGHT
RECEIVED

TRK# 7984 5316 4235
 0201

N1 FBLA

55317
MAY 31 2012 MN-US
BMC GROUP MSP



512G361A4/A278

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