

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM

Name of Debtor:
The Cliffs Club & Hospitality Group, Inc.

Case Number:
12-01220

NOTE: See reverse and attached for List of Debtors/Case Numbers/important details. Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

Name of Creditor (the person or other entity to whom the debtor owes money or property) :

Name and address where notices should be sent:
29347867011447
LSSC, LLC
1414 East Washington Street
Greenville, SC 29607

RECEIVED
'MAY 31 2012
BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number (803) 451-6636 email: rdg@spinx.com

Name and address where payment should be sent (if different from above):

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number (if known):

Filed on: 5/31/12

Payment Telephone Number () email:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 70,653.77

If all or part of your claim is secured, complete item 4.
If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: Option agreement
(See instruction #2)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

3a. Debtor may have scheduled account as:
(See instruction #3a)

3b. Uniform Claim Identifier (optional):
(See instruction #3b)

4. SECURED CLAIM: (See instruction #4)

Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:

Describe:

Real Estate Motor Vehicle Other _____

Value of Property: \$ _____

Annual Interest Rate: _____ % Fixed or Variable
(when case was filed).

Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ _____

Basis for Perfection: _____

Amount of Secured Claim: \$ _____

Amount Unsecured: \$ 70,653.77

5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the administrative expense or priority and state the amount.

Amount entitled to priority: \$ _____

Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ _____

You MUST specify the priority of the claim:

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- 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).
- Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____).
- Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).

* 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.

Cliffs POC
01127

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. DOCUMENTS: *Attached are redacted copies of documents that support the claim*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and definition of "redacted").
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
 If the documents are not available, please explain:

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

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

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

BY MESSENGER OR OVERNIGHT DELIVERY TO:
 BMC Group, Inc
 Attn: Cliffs Claims Processing
 18675 Lake Drive East
 Chanhassen, MN 55317

8. SIGNATURE: (See instruction #8)

Check the appropriate box.

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

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

Print Name: L. Stewart Spinks
 Title: Member
 Company: LOSSAC, LLC



5-30-12

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

(Signature)

(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.

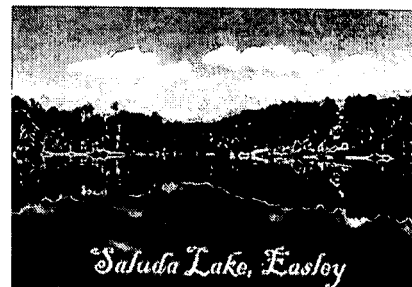
LIST OF DEBTORS:

Case Name	Case Nbr
The Cliffs Club & Hospitality Group, Inc.	12-01220
CCHG Holdings, Inc.	12-01223
The Cliffs at Mountain Park Golf & Country Club, LLC	12-01225
The Cliffs at Keowee Vineyards Golf & Country Club, LLC	12-01226
The Cliffs at Walnut Cove Golf & Country Club, LLC	12-01227
The Cliffs at Keowee Falls Golf & Country Club, LLC	12-01229
The Cliffs at Keowee Springs Golf & Country Club, LLC	12-01230
The Cliffs at High Carolina Golf & Country Club, LLC	12-01231
The Cliffs at Glassy Golf & Country Club, LLC	12-01234
The Cliffs Valley Golf & Country Club, LLC	12-01236
Cliffs Club & Hospitality Service Company, LLC	12-01237

Bankruptcy Claim filing:

backtaxes 573 Leaning Pine	\$5,539.79
backtaxes 886 Club House	\$18,995.21
backtaxes 325 Piney Woods	\$14,597.76
2011 taxes 573 Leaning Pine	\$3,900.72
2011 taxes 886 Club House	\$13,131.81
2011 taxes 325 Piney Woods	\$10,401.92
886 Club House CAM fees	\$2,361.56
Keowee Falls Owners Special Assessment	\$1,725.00

\$70,653.77



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LSSS&C LLC
183 FARIS CIRCLE
GREENVILLE SC296050000

Record Type: Property
Receipt No.: 001780115
Tax Year: 2011

Balance Due: \$0.00

Payment Status: Paid
Paid Date: 12/30/2011
Paid Amount: \$10,401.92

Penalty Date	Amount Due
January 16	3%
February 2	10%
March 17	15%

Map No.: 4141-00-11-3868
District: A21
Assessed Value: \$38,400
Fair Market Value: \$640,000

Description: 325 PINEY WOODS TRL

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↑
Cliffs @ Keowee Spgs.

paid 12-30-11 LSS #4577



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LSSS&C LLC
183 FARIS CIRCLE
GREENVILLE SC296050000

Record Type: Property
Receipt No.: 001779115
Tax Year: 2011

Balance Due: \$0.00

Payment Status: Paid
Paid Date: 12/30/2011
Paid Amount: \$13,131.81

Penalty Date	Amount Due
January 16	3%
February 2	10%
March 17	15%

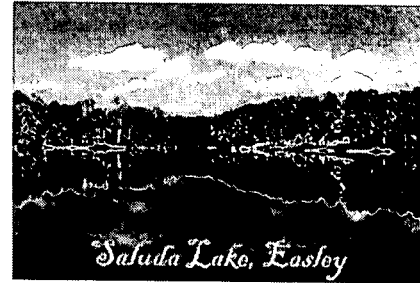
Map No.: 4133-00-25-6780
District: A20
Assessed Value: \$51,990
Fair Market Value: \$866,500

Description: 886 CLUB HOUSE DR

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886 Club House ↑

paid 12-30-11 LSS# 4577



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LSSS&C LLC
183 FARIS CIRCLE
GREENVILLE SC296050000

Balance Due: \$0.00

Penalty Date	Amount Due
January 16	3%
February 2	10%
March 17	15%

Description: 573 LEANING PINE TRL



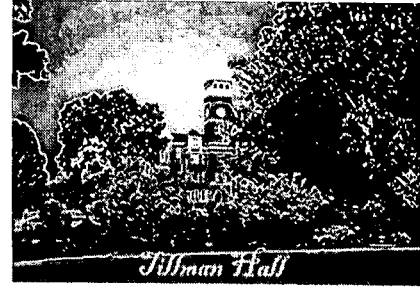
Record Type: Property
Receipt No.: 001778115
Tax Year: 2011

Payment Status: Paid
Paid Date: 12/30/2011
Paid Amount: \$3,900.72

Map No.: 4130-00-45-3908
District: A21
Assessed Value: \$14,400
Fair Market Value: \$240,000

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LSSS&C LLC
183 FARIS CIRCLE
GREENVILLE SC296050000

Balance Due: \$5,539.79

Penalty Date	Amount Due
January 16	3%
February 2	10%
March 17	15%

Description: 573 LEANING PINE AD#11-01667



Record Type: Property
Receipt No.: 044809103
Tax Year: 2010

Payment Status: Sold At Tax Sale
Paid Date: 10/8/2011
Paid Amount: 0.00

Map No.: 4130-00-45-3908
District: A21
Assessed Value: \$18,000
Fair Market Value: \$300,000

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LSSS&C LLC
183 FARIS CIRCLE
GREENVILLE SC296050000

Balance Due: \$18,995.21

Penalty Date	Amount Due
January 16	3%
February 2	10%
March 17	15%

Description: 886 CLUB HOUSE DR AD#11-01668

Record Type: Property
Receipt No.: 044810103
Tax Year: 2010

Payment Status: Sold At Tax Sale
Paid Date: 10/8/2011
Paid Amount: 0.00

Map No.: 4133-00-25-6780
District: A20
Assessed Value: \$64,990
Fair Market Value: \$1,083,100

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LSS&C LLC
183 FARIS CIRCLE
GREENVILLE SC296050000

Balance Due: \$14,597.76

Penalty Date	Amount Due
January 16	3%
February 2	10%
March 17	15%

Description: 325 PINEY WOODS T AD#11-01669

Record Type: Property
Receipt No.: 044811103
Tax Year: 2010

Payment Status: Sold At Tax Sale
Paid Date: 10/11/2011
Paid Amount: 0.00

Map No.: 4141-00-11-3868
District: A21
Assessed Value: \$48,000
Fair Market Value: \$800,000

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paid 12-30-11 LSS#4576

Vineyard Club Point Cottages Neighborhood
 PO Box 3805
 Greenville SC 29608

Statement

Date
4/23/2012

To:	
LSSS&C LLC KIG Club Point #008 c/o Mr. Greg Saad 183 Faris Circle Greenville SC 29605	<i>886 Clubhouse</i>

Please direct your questions to

Phone #	E-mail
864.238.2557	scarlton@carltonpropertyservices.net

Date	Description	Amount	Balance		
12/31/2011	Balance forward		345.60		
01/08/2012	INV #19. --- Dues \$960.00	960.00	1,305.60		
04/01/2012	INV #30. --- Dues \$960.00	960.00	2,265.60		
04/01/2012	INV #FC 2. Finance Charge --- Fin Chg \$70.96 --- Invoice #6 for 345.60 on 10/01/2011 --- Invoice #19 for 960.00 on 01/08/2012 --- Late Fee \$25.00	95.96	2,361.56		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	1,055.96	0.00	0.00	1,305.60	\$2,361.56

DETACH HERE

Remittance Advice Please enclose with your payment			
Account #	Date	Amount Due	Amount Enc.
CKV-Club Point - 008	4/23/2012	\$2,361.56	

Make all checks payable to Vineyards Club Cottges Neighborhood Association
 PO Box 3508
 Greenville SC 29608-3508

Thank you for your payment!

at Keowee Falls South Owners Assoc. Inc.
Box 3508
Spartanburg SC 29608-3508

Invoice # 576
Invoice Date 1/8/2012

Mrs. Stewart Spinks
River Place

Spartanburg, SC 29601

Mr. at
154 Riv
302
Spartanburg, SC

Description	Amount
2012 Annual Assessment	1,725.00
<i>What's this for? see attached</i>	
<i>1/24/12</i>	
Total	1,725.00

6554594
1-24-12

A \$25 LATE FEE AND 1.5% INTEREST WILL BE ASSESSED ON ALL UNPAID BALANCES AFTER 30 DAYS

Please email your questions to Scott Carlton at scarlton@carltonpropertyservices.net
or call 864-238-2557

decreasing expenses by 13% and increasing the dues by 11.5%. Annual dues for 2012 will be mailed in January. We will continue our practice of assessing a late fee plus monthly interest charges beginning thirty days from the date of the invoice for late payments.

In addition, we are asking for nominations to serve on The Cliffs at Keowee Falls Advisory Board. Please forward any names to me no later than December 31, 2011 via email at scarlton@carltonpropertyservices.net. If you are not currently receiving electronic communications from the Association, please forward your current email address to me so that we may update our database.

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF PICKENS)

) **OPTION TO PURCHASE**
) **REAL ESTATE**

THIS OPTION TO PURCHASE REAL ESTATE (the "Option Agreement") is executed the *9th* day of September, 2009, by and between LSS&C, LLC, a South Carolina limited liability company (the "Optionor") and **Cliffs Construction, LLC and The Cliffs at Keowee Springs, LLC**, a South Carolina limited liability company (the "Optionee"),

RECITALS:

WHEREAS, Optionor desires to grant and extend Optionee the exclusive option (the "Option") to purchase the parcels of real estate, together with the improvements thereon and including all easements, appurtenances and fixtures belonging or appertaining thereto (the "Property") described on Exhibit A-2 attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Optionor and Optionee do hereby agree as follows:

1. Grant of Option. Optionor does hereby grant and extend unto Optionee the Option for the period commencing on the date hereof and expiring at midnight, September 9, 2011, as that date may be extended pursuant to the terms of this Option Agreement (the "Option Term") to purchase all, but not less than all, of the Property; provided, however, that this Option may lapse upon a default by Optionee as described hereunder.

2. Exercise of Option.

a) This Option shall not be exercisable before August 30, 2011. After said date, the Option shall be exercisable at any time and from time to time before its expiration by depositing in the regular course of the United States mail a written notice thereof addressed to Optionor, attention L. S. Spinks, Authorized Member, or by delivering to Optionor personally written notice of such exercise. Upon giving of such notice and from and after the date such notice is given (the "Exercise Date"), this Option Agreement shall be deemed for all purposes a legally enforceable contract between Optionor and Optionee for the sale and purchase of the Property upon the terms and conditions herein provided, with the closing of the purchase of the Property to occur on a date to be selected by the Optionee, on a date not less than ten (10) days after such notice to Optionor, but in no event later than September 9, 2011 or as that date may be extended pursuant to Paragraph 2b below.

- b) Optionee may extend the expiration date of this Option for four (4) one hundred eighty (180) day periods upon advance payment by Optionee of a non-refundable extension fee of Ten Thousand and No/100 Dollars (\$10,000.00) for each one hundred eighty (180) day extension; said extension fee shall not be credited against the Purchase Price. Upon each extension, Optionee also agrees to pay Optionor an additional One Hundred Twenty Three Thousand Seven Hundred Fifty and No/100 Dollars (\$123,750.00) in Purchase Price in six (6) monthly installments of Twenty Thousand Six Hundred Twenty Five and No/100 Dollars (\$20,625.00) ("Additional Option Payment") on a monthly basis during the extension period, simultaneously with the payment of the Extension Fee.
- c) With respect to Parcels 2 and 3, Optionor and Optionee agree that Optionee may sell either Parcel and Optionor agrees to convey said parcels to Optionee so that Optionee may consummate the sale of said Parcels, upon the conveyance by Optionee to Optionor of a substitute parcel(s) of equal or greater value, in the sole discretion of Optionor, but not unreasonably withheld. All costs associated with said conveyance(s) shall be at the sole expense of Optionee.

3. Purchase Price.

Optionor and Optionee agree that if Optionee purchases the Property pursuant to the Option Agreement, the Purchase Price to be paid to Optionor by Optionee for the Property shall be Two Million One Hundred Forty Five Thousand and No/100 Dollars (\$2,145,000.00), unless the Option Period is extended pursuant to subparagraph 2(b), then the Purchase Price shall be adjusted pursuant to said paragraph.

4. Conveyance of Property. Optionor will convey to Optionee marketable fee simple title to the Property, by general warranty deed, subject only to those exceptions in existence as of the date of the conveyance of the respective portions of the Property from Optionee to Optionor. Optionor agrees to execute the general warranty deed and such other documents, including without limitation, documents requested by a nationally recognized title insurance company, reasonably requested by Optionee to close the transactions contemplated by this Option Agreement.

During the term of this Option Agreement, Optionor shall keep and maintain the Property in good condition and repair and Optionor shall pay for the cost of any repairs or damage resulting from the negligence or the unlawful or willful acts of Optionor.

5. Continuing Obligations of Optionee. The obligations of Optionor hereunder are subject to the following conditions:

- (a) Option Payment. During the Option Term, and at all times prior to the Exercise Date, the Optionee shall be required to pay to Optionor: (i) on a

monthly basis, Twenty Thousand Six Hundred Twenty Five and 00/100 Dollars (\$20,625.00) (the "Option Payment"), which shall be due on a monthly basis beginning October 9, 2009 and continuing on the 9th day of each month thereafter through and including the Exercise Date; **ALL OPTION PAYMENTS AND ADDITIONAL OPTION PAYMENTS (IF APPLICABLE) SHALL BE CREDITED AGAINST THE PURCHASE PRICE;** and (ii) a payment on or before December 15, 2009 and December 15, 2010 (and during any extensions pursuant to Paragraph 2b hereinabove), equal to the ad valorem property taxes and any fees or assessments imposed by Pickens County, South Carolina with respect to the Property (and any substituted properties pursuant to Paragraph 2c hereinabove), for the taxable year. **NO PAYMENTS MADE PURSUANT TO THIS SUBPARAGRAPH SHALL BE CREDITED AGAINST THE PURCHASE PRICE.**

The Optionee shall have a ten (10) business day grace period for the payment of the monthly Option Payment as referenced hereinabove without being deemed to be in default. Thereafter, Optionee shall be deemed in default and shall have the right to cure such default by causing payment of the monthly Option Payment plus the payment of a default option payment (hereinafter "Default Option Payment"), in the amount of Two Thousand Sixty Two and 50/100 (\$2,062.50), to be paid on or before the thirtieth (30th) day after the original due date. No notice of non-payment shall be required from Optionor to Optionee. The Purchase Price shall not be reduced by the payment of any Default Option Payments.

Time is of the essence in each Paragraph of this Agreement. If Optionee fails to perform any covenant of this Agreement that is not cured as provided for herein, such occurrence shall be deemed an "Event of Default" and Optionor may elect to terminate this Agreement and seek any available legal or equitable remedy.

IF OPTIONEE DEFAULTS AND OPTIONOR ELECTS TO TERMINATE THIS AGREEMENT, OPTIONEE AND ANY AFFILIATED COMPANIES OF OPTIONEE SHALL CONTINUE TO PAY ALL CLUB MEMBERSHIP DUES FOR THE PROPERTY (AND ANY SUBSTITUTED PROPERTY PURSUANT TO PARAGRAPH 2C HEREINABOVE), AND ALL OTHER COSTS, INCLUDING BUT NOT LIMITED TO, HAZARD/HOMEOWNER'S INSURANCE, PROPERTY OWNER'S ASSOCIATION DUES, AND ANY AND ALL OTHER COSTS BEING PAID BY OPTIONEE AND ITS AFFILIATED COMPANIES AS REFERENCED IN THAT CERTAIN AGREEMENT OF PURCHASE AND SALE OF REAL ESTATE EXECUTED SIMULTANEOUSLY HEREWITH, UNTIL SUCH TIME AS A CANCELLATION OF MEMORANDUM OF OPTION HAS BEEN EXECUTED BY OPTIONOR AND OPTIONEE, THE EXECUTION OF WHICH SHALL NOT BE UNREASONABLY DENIED BY EITHER PARTY. UPON THE EXECUTION OF THE CANCELLATION OF MEMORANDUM OF OPTION, OPTIONOR AND OPTIONEE AGREE THAT THE CANCELLATION OF THE MEMORANDUM OF OPTION SHALL BE RECORDED IN PICKENS COUNTY, SC THE NEXT BUSINESS DAY.

6. Delivery of Possession. Optionor will, upon payment of the purchase price herein provided, deliver possession of the Property at Closing, free of debris and in a clean condition, ordinary wear and tear excepted.

7. Closing Expenses. At the closing under this Option Agreement, Optionee or any of its affiliated companies shall pay all reasonable closing costs, including, but not limited to, deed preparation, the statutory deed recording fee, reasonable attorney's fees of Optionor/Seller's related to the sale of the Property and of Optionee/Purchaser's attorneys, title abstract fees, title insurance binders, title insurance premiums, bank fees, and any and all closing costs typically paid by a Seller and/or a Purchaser in a South Carolina real estate transaction. There shall be no proration of county taxes, municipal taxes (if applicable), applicable water and sewer charges, maintenance assessments, property owner's association dues, rent payments, or other applicable taxes and charges, as all charges are the responsibility of the Optionee.

8. Miscellaneous.

- (a) This Option Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between them respecting such matters.
- (b) This Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.
- (c) This Option Agreement shall be enforced and construed in accordance with the laws of the State of South Carolina.
- (d) This Option Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, representatives, successors and assigns.
- (e) Any amendment of this Option Agreement must be made in writing and signed by both parties. Any attempted oral modifications will not be valid.
- (f) Any failure by either party to enforce any right arising under this Option Agreement shall not be deemed a waiver of the ability to later enforce that right. Any waiver must be in writing and signed by the person waiving the right in order to be enforceable.
- (g) This Option Agreement shall be assignable, and the provisions hereof shall be binding upon and inure to the benefit of Optionor and Optionee, and their respective heirs, executors, administrators, successors and assigns.

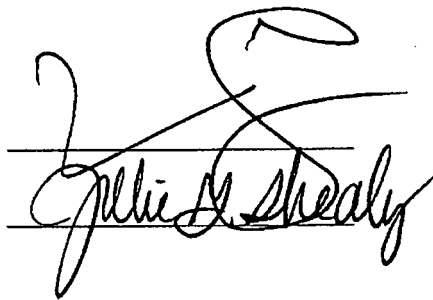
(h) During the term of this Option Agreement, Optionee shall not have access to Parcel 1, without the written consent of Optionor.

9. Optionor Notice Address. The address of the Optionor for the purposes of notice pursuant to this Option Agreement shall be as follows:

LSSS&C, LLC
c/o L. S. Spinks
1414 E. Washington Street
Greenville, SC 29607

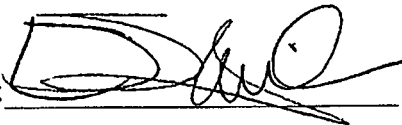
IN WITNESS WHEREOF, this Option Agreement is executed this 9th day of September, 2009.

Witnesses:



A handwritten signature in cursive, appearing to read "L. S. Spinks", written over a horizontal line.

LSSS&C, LLC
a South Carolina limited liability company

By: 

Name: L. S. Spinks
Its: Authorized Member

Cliffs Construction, LLC
a South Carolina limited liability company

By: _____

Name: Timothy P. Cherry
Its: Authorized Officer

The Cliffs at Keowee Springs, LLC

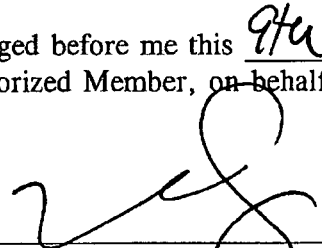
By: _____

Name: Timothy P. Cherry
Its: Authorized Officer

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 9th day of September 2009 by LSS&C, LLC, by L. S. Spinks, Authorized Member, on behalf of the said limited liability company.


_____(SEAL)
Notary Public State of South Carolina
My Commission Expires: 10/10/10

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of September, 2009 by Cliffs Construction, LLC and The Cliffs at Keowee Springs, LLC, by Timothy P. Cherry, Authorized Officer, on behalf of the said limited liability companies.

_____(SEAL)
Notary Public State of South Carolina
My Commission Expires: _____

(h) During the term of this Option Agreement, Optionee shall not have access to Parcel 1, without the written consent of Optionor.

9. Optionor Notice Address. The address of the Optionor for the purposes of notice pursuant to this Option Agreement shall be as follows:

LSSS&C, LLC
c/o L. S. Spinks
1414 E. Washington Street
Greenville, SC 29607

IN WITNESS WHEREOF, this Option Agreement is executed this 24 day of September, 2009.

Witnesses:

LSSS&C, LLC
a South Carolina limited liability company

By: _____

Name: L. S. Spinks
Its: Authorized Member

Cliffs Construction, LLC
a South Carolina limited liability company

By: Timothy P. Cherry

Name: Timothy P. Cherry
Its: Authorized Officer

The Cliffs at Keowee Springs, LLC

By: Timothy P. Cherry

Name: Timothy P. Cherry
Its: Authorized Officer

Walter B. Selzer
Walter B. Selzer

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged before me this _____ day of September 2009 by LSS&C, LLC, by L. S. Spinks, Authorized Member, on behalf of the said limited liability company.

_____(SEAL)
Notary Public State of South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged before me this 9th day of September, 2009 by Cliffs Construction, LLC and The Cliffs at Keowee Springs, LLC, by Timothy P. Cherry, Authorized Officer, on behalf of the said limited liability companies.

Phyllis N. Bryant (SEAL)
Notary Public State of South Carolina
My Commission Expires: October 22, 2012

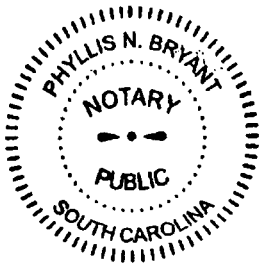


EXHIBIT "A-2"

Parcel 1:

All that piece, parcel or lot of land with all buildings thereon or hereafter constructed thereon, situate, lying and being in the County of Pickens, State of South Carolina, being shown and designated as Lot No. CP-8, The Cliffs at Keowee Vineyards, Club Cottages, as shown on a plat thereof entitled "Survey of The Cliffs at Keowee Vineyards, Club Cottages CP-6 thru CP-13", recorded in the Office of the Register of Deeds for Pickens County, SC in Plat Book 569 at Page 15; reference to said plat is hereby made for a complete metes and bounds description.

Parcel 2:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Pickens, being known and designated as Lot Number Ninety Three (93), Phase 4B, The Cliffs at Keowee Springs, as shown on plat thereof entitled "Survey of The Cliffs at Keowee Springs, Phase 4B, Lots 74 thru 86 and Lots 92 thru 96", dated 7/25/08, and recorded in the Office of the Register of Deeds for Pickens County in Plat Book 592 at Page 223, and having the metes and bounds, courses and distances as upon said plat appear; together with a non-exclusive right of way and easement for the purpose of ingress and egress over and across the right of ways and easement shown on the aforementioned plat.

Parcel 3:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Pickens, being known and designated as Lot Number Ninety Six (96), Phase 4B, The Cliffs at Keowee Springs, as shown on plat thereof entitled "Survey of The Cliffs at Keowee Springs, Phase 4B, Lots 74 thru 86 and Lots 92 thru 96", dated 7/25/08, and recorded in the Office of the Register of Deeds for Pickens County in Plat Book 592 at Page 223, and having the metes and bounds, courses and distances as upon said plat appear; together with a non-exclusive right of way and easement for the purpose of ingress and egress over and across the right of ways and easement shown on the aforementioned plat.

Linda Gysin
Executive Assistant and
Community Development

O: (864) 451-6636
F: (864) 255-5650
ldg@myspinx.com

P.O. Box 8624
Greenville, SC 29604
www.myspinx.com



From: (864) 233-5421
JULIA CARON
THE SPINX COMPANY, INC.
1414 E. WASHINGTON STREET
SUITE N
GREENVILLE, SC 29607

Origin ID: GSPA



J12101112190225

Ship Date: 30MAY12
ActWgt: 1.0 LB
CAD: 9603267/NET3250

Delivery Address Bar Code



SHIP TO: (864) 233-5421 **BILL SENDER**
ATTN: CLIFFS CLAIMS PROCESSING
BMC GROUP, INC.
18675 LAKE DR E

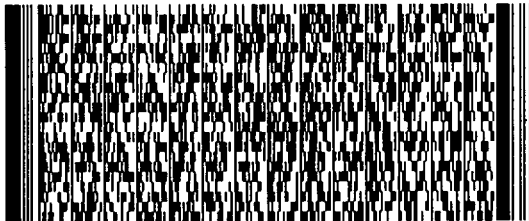
CHANHASSEN, MN 55317

Ref # LINDA GYSIN
Invoice #
PO #
Dept #

RECEIVED
MAY 31 2012
BMC GROUP

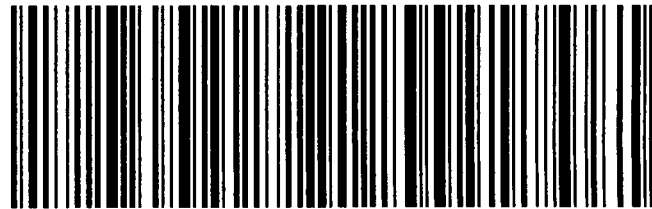
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FIRST OVERNIGHT

TRK# 7984 5122 1195
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