

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA/COLUMBIA DIVISION		PROOF OF CLAIM
Name of Debtor: The Cliffs Club & Hospitality Group, Inc. et al, d/b/a The Cliffs Golf & Country Club		Case Number: 12-01220
<p><i>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.</i></p>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): NewLife Turf, Inc.		COURT USE ONLY
Name and address where notices should be sent: NewLife Turf, Inc. P.O. Box 212 Norway, SC 29113-0212		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____
Telephone number: (803)263-4231	email:	
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
<p>RECEIVED</p> <p>MAY 31 2012</p> <p>BMC GROUP</p>		
Telephone number:	email:	
1. Amount of Claim as of Date Case Filed: <u>\$223,684.45</u> If all or part of the claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if 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>Goods sold</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <u>xxxxxxx Park</u>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: _____
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>Setoff/Recoupment</u>	Basis for perfection: <u>Setoff/recoupment claim</u>	
Value of Property: <u>\$230,296.43</u>	Amount of Secured Claim: <u>\$223,684.45</u>	
Annual Interest Rate: _____ <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)	Amount Unsecured: <u>\$0.00</u>	
5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). Amount entitled to priority: _____
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(____).
* 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 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. (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: **Nancy E. Johnson**

Title:

Company: **Law Office of Nancy E. Johnson, LLC**

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

**2201 Greene Street
Columbia, SC 29205**

Telephone number: **(803) 343-3424** email: **nej@njohnson-bankruptcy.com**

(Handwritten Signature) 3/30/12
(Signature) (Date)

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all 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 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 claims 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 servicers as the company. Criminal penalties apply for making a false statement on a proof of claim.

The Cliffs Club & Hospitality Group, Inc., et al; Case No. 12-01220 – Jointly Administered

Explanation of Proof of Claim filed by NewLife Turf, Inc.

In October 2006, the Debtor and NewLife Turf (“NLT”) entered into an agreement whereby NLT would grow and install Diamond and Palisades Zoysia sod at the Cliffs at Mountain Park Golf Course. Because of the cost associated with setting aside the acreage and growing the grass, Debtor pre-paid \$453,024.00 for the Diamond sod and \$230,868.00 for the Palisades sod. As NLT would sell and install the sod, the pre-paid amounts would be reduced as per the agreement.

Attached hereto are the following documents:

Exhibit A - October 12, 2006, letter agreement between the Debtor and NLT;

Exhibit B – A breakdown of each invoice and the reduction in the prepaid amounts as sod was delivered, with a pre-paid balance of \$21,049.63 for the Diamond sod and \$209,246.80 for the Palisades sod; and

Exhibit C – A/R Aging Summary showing the amounts owed by the Debtor, totaling \$223,684.45.

NewLife Turf, Inc.
2024 Willow Swamp Road
P.O. Box 212
Norway, S. C. 29113-0212

Phone (803)263-4231

Fax (803)263-4886

October 12, 2006

Mr. Daniel Brazinski
Cliffs at Mountain Park
3598 Hwy. 11
P.O. Box 1549
Travelers Rest, SC 29690

Re: Mountain Park Project

Dear Mr. Brazinski:

This letter is intended to set forth the terms of a contract (the "Agreement") between NewLife Turf, Inc. ("NewLife") and Cliffs at Mountain Park ("Buyer") pertaining to the above referenced project as follows:

- 1) TURF GRASS AND/OR OTHER SERVICES TO BE PROVIDED BY NEWLIFE - NewLife shall provide turf grass and/or other services as set forth below:

NewLife Turf agrees to provide Diamond and Palisades sod for Mountain Park project. Estimated total acreage for each variety is 40 acres Diamond and 40 acres Palisades. Diamond - \$.56 per sq. ft. or \$.52 per sq. ft. if prepaid by 01/10/07. Palisades - \$.285 per sq. ft. or \$.265 per sq. ft. if prepaid by 01/10/07. These prices are FOB the farm.

If requested, NewLife Turf will install sod for \$.07 per sq. ft. installation cost.

Exhibit A

2) SERVICES AND/OR OTHER MATTERS TO BE PROVIDED BY BUYER -
Buyer shall provide the following services and/or other matters as set forth below:

- a. Buyer is responsible for watering and maintaining all sprigs and sod immediately after planting.
- b. NewLife Turf is not responsible for rolling sod.

3) Payment - Buyer agrees to pay NewLife for the turf grass and/or other services set forth in paragraph 1 above as follows: Invoices will be billed on the 15th and 30th of each month once work starts, and due and payable upon receipt.

NewLife Turf agrees to a discount price for January 10, 2007 prepayment on 50% of the Diamond and Palisades sod for Mountain Park. Estimated total acreage for each variety is 40 acres Diamond and 40 acres Palisades.

Diamond Zoysia FOB Farm
List Price January 10, 2007..... \$.65 per sq. ft.
Mountain Park price..... \$.56 per sq. ft.
January 10, 2007 prepayment price..... \$.52 per sq. ft.

January 10, 2007 prepayment on 50% Diamond - 20 acres
x 43,560 sq. ft. per acre
871,200 sq. ft.
x .52
\$453,024.00

(Prepayment savings 871,200 sq. ft. x \$.04 = \$34,848.00)

Palisades Zoysia FOB Farm
List price January 10, 2007..... \$.34 per sq. ft.
Mountain Park price..... \$.285 per sq. ft.
January 10, 2007 prepayment price..... \$.265 per sq. ft.

January 10, 2007 prepayment on 50% Palisades - 20 acres
x 43,560 sq. ft.
871,200.00 sq. ft.
x .265
\$230,868.00

(Prepayment savings 871,200 sq. ft. x \$.02 = \$17,424.00)

Total prepayment savings - \$52,272.00

Total prepayment due by January 10, 2007 - \$683,892.00

All turf prices are guaranteed for the extent of the project expected to start late summer of 2007 and to be completed summer of 2008.

The freight price is estimated to be \$.055 per sq. ft. or \$550.00 per 10,080 sq. ft. truck load delivered to the Mountain Park project. This price is based on a fuel price of no more than \$2.85 per gallon. Freight will be billed as sod is delivered.

4) ESTIMATED SCHEDULE - WEATHER PERMITTING :

Summer of 2007 to Summer 2008

5) WARRANTIES AND DISCLAIMERS - the following warranties and disclaimers are applicable to the turf grass and / or other services pertaining thereto to be provided by NewLife pursuant to this Agreement:

- a. NewLife warrants to Buyer that the turf grass being sold by NewLife pursuant to this Agreement will meet or exceed South Carolina Certification standards, upon delivery to the project site.
- b. If Buyer is installing the turf grass being provided by NewLife, it shall be Buyer's obligation to inspect all turf grass when delivered. Unless Buyer timely rejects any delivery of turf grass as being non-conforming in regard to NewLife's obligations pursuant to this Agreement, Buyer shall be conclusively presumed to have accepted the turf grass as being in conformity with NewLife's agreed upon obligation's and warranties.
- c. If NewLife is installing the turf grass to be provided by NewLife, NewLife warrants only that the turf grass will be installed in a proper and workmanlike manner given the circumstances existing at the project site.
- d. Under no circumstances shall NewLife be held responsible for any problems or damages resulting from improper or inadequate site preparation for turf grass as performed by others.
- e. Buyer specifically assumes all risks of and agrees that NewLife will not be responsible for any problems with turf grass provided due to improper placement or installation of turf grass by parties other than NewLife,

and inadequate or excessive watering, freezing and / or other problems with turf grass after delivery and inspection of same by Buyer.

- f. EXCEPT AS PROVIDED ABOVE, NEWLIFE MAKES NO GUARANTY OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE TURF GRASS, GOODS AND/OR SERVICES AS PROVIDED BY NEWLIFE.

If the above - referenced terms and conditions of the Agreement are acceptable, please sign this letter on behalf of Buyer confirming same and return a faxed signed copy to NewLife at (803)-263-4886 with the original fully signed Agreement to be returned by mail. Unless the original or a faxed fully signed copy of this letter is returned to NewLife within 10 days of the date hereof, any obligations of NewLife hereunder shall be deemed null and void at the option of NewLife.

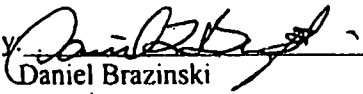
Sincerely,
NEWLIFE TURF, INC.

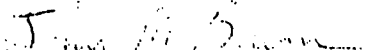
John M. Brown
Officer of NewLife Turf, Inc.
Authorized Agent

AGREED :

Cliffs Group (Buyer)
Mountain Park
3598 Hwy. 11, P.O. Box 1549
Travelers Rest, Sc 29690

NewLife Turf, Inc.
P.O. Box 212
Norway, S.C. 29113

By: 
Daniel Brazinski
Its: Authorized Agent

BY: 
John M. Brown
Its: Authorized Agent

Mt. Park Golf Course Prepaid Diamond\$453,024.00
Sq. Ft. @ .565

8/28/08	Inv. 48834 (1/2)	4,095	(2,313.68)
	Inv. 48835 (1/2)	4,095	(2,313.68)
8/29/08	Inv. 48837 (1/2)	4,095	(2,313.68)
	Inv. 48838 (1/2)	4,095	(2,313.68)
9/01/08	Inv. 48839 (1/2)	4,095	(2,313.68)
	Inv. 48840 (1/2)	4,095	(2,313.68)
9/02/08	Inv. 48848 (1/2)	4,095	(2,313.68)
	Inv. 48849 (1/2)	4,095	(2,313.68)
9/03/08	Inv. 48852 (1/2)	4,095	(2,313.68)
	Inv. 48853 (1/2)	4,095	(2,313.68)
9/08/08	Inv. 48861 (1/2)	4,095	(2,313.68)
	Inv. 48867 (1/2)	4,095	(2,313.68)

\$425,259.84

9/08/08	Inv. 48862 (1/2)	4,410	(2,491.65)
	Inv. 48868 (1/2)	4,095	(2,313.68)
9/09/08	Inv. 48873 (1/2)	4,095	(2,313.68)
	Inv. 48874 (1/2)	4,095	(2,313.68)
	Inv. 48875 (1/2)	4,095	(2,313.68)
9/10/08	Inv. 48877 (1/2)	4,095	(2,313.68)
	Inv. 48879 (1/2)	4,095	(2,313.68)
	Inv. 48880 (1/2)	4,095	(2,313.68)
	Inv. 48881 (1/2)	4,095	(2,313.68)
	Inv. 48882 (1/2)	4,095	(2,313.68)
9/11/08	Inv. 48886 (1/2)	4,095	(2,313.68)
	Inv. 48888 (1/2)	4,095	(2,313.68)
9/22/08	Inv. 48909 (1/2)	4095	(2,313.68)
9/23/08	Inv. 48913 (1/2)	4095	(2,313.68)

\$392,690.35

Exhibit B

9/11/08	Inv. 48887 (1/2)	4095 (@ \$.70)	(2,866.50)
9/19/08	Inv. 48904 (1/2)	4095 (@ \$.70)	(2,866.50)
9/22/08	Inv. 48905 (1/2)	4095 (@ \$.70)	(2,866.50)
	Inv. 48908 (1/2)	4095	(2,313.68)
	Inv. 48910 (1/2)	4095	(2,313.68)
9/23/08	Inv. 48912 (1/2)	4095	(2,313.68)
	Inv. 48914 (1/2)	4095	(2,313.68)
9/24/08	Inv. 48918 (1/2)	4095	(2,313.68)
	Inv. 48919 (1/2)	4095	(2,313.68)
	Inv. 48920 (1/2)	4095	(2,313.68)
	Inv. 48921 (1/2)	4095	(2,313.68)
9/25/08	Inv. 48926 (1/2)	4095	(2,313.68)
	Inv. 48927 (1/2)	4095	(2,313.68)
	Inv. 48924 (1/2)	4095	(2,313.68)
	Inv. 48925 (1/2)	1,575 (@ \$.70)	(1,102.50)
	Inv. 48925 (1/2)	2,520	(1,423.80)
9/29/08	Inv. 48934 (1/2)	4095	(2,313.68)
	Inv. 48935 (1/2)	4095	(2,313.68)

Diamond

\$351,486.71

Mt. Park Golf Course – Diamond 2010

Prepaid Balance brought forward ... \$351,486.71

10/12/10	Inv. 51142 (1/2)	4,410	(2,491.65)
	Inv. 51143 (1/2)	4,410	(2,491.65)
	Inv. 51144 (1/2)	4,410	(2,491.65)
	Inv. 51145 (1/2)	4,410	(2,491.65)
10/14/10	Inv. 51150 (1/2)	4,410	(2,491.65)
	Inv. 51151 (1/2)	4,410	(2,491.65)
	Inv. 51152 (1/2)	4,410	(2,491.65)
	Inv. 51153 (1/2)	4,410	(2,491.65)
10/15/10	Inv. 51156 (1/2)	4,410	(2,491.65)
	Inv. 51157 (1/2)	4,410	(2,491.65)
	Inv. 51158 (1/2)	4,410	(2,491.65)
10/20/10	Inv. 51164 (1/2)	4,410	(2,491.65)
	Inv. 51163 (1/2)	4,410	(2,491.65)
	Inv. 51165 (1/2)	4,410	(2,491.65)
	Inv. 51166 (1/2)	4,410	(2,491.65)
10/21/10	Inv. 51169 (1/2)	4,410	(2,491.65)
	Inv. 51170 (1/2)	4,410	(2,491.65)
	Inv. 51171 (1/2)	4,410	(2,491.65)
	Inv. 51172 (1/2)	4,410	(2,491.65)
10/22/10	Inv. 51175(1/2)	4,410	(2,491.65)
	Inv. 51176 (1/2)	4,410	(2,491.65)
	Inv. 51178 (1/2)	4,410	(2,491.65)

Diamond \$296,670.41

Mt. Park Golf Course – Diamond 2010

Prepaid Balance brought forward ... \$296,670.41

10/29/10	Inv. 51177 (1/2)	4,410	(2,491.65)
10/28/10	Inv. 51189 (1/2)	4,410	(2,491.65)
10/29/10	Inv. 51190 (1/2)	4,410	(2,491.65)
	Inv. 51191 (1/2)	4,410	(2,491.65)
	Inv. 51192 (1/2)	4,410	(2,491.65)
11/1/10	Inv. 51194 (1/2)	4,410	(2,491.65)
	Inv. 51195 (1/2)	4,410	(2,491.65)
	Inv. 51196 (1/2)	4,410	(2,491.65)
11/3/10	Inv. 51202 (1/2)	4,410	(2,491.65)
	Inv. 51203 (1/2)	4,410	(2,491.65)
	Inv. 51204 (1/2)	4,410	(2,491.65)
	Inv. 51205 (1/2)	4,410	(2,491.65)
11/12/10	Inv. 51254 (1/2)	4,410	(2,491.65)
11/15/10	Inv. 51270 (1/2)	4,410	(2,491.65)
	Inv. 51271 (1/2)	4,410	(2,491.65)
11/22/10	Inv. 51296 (1/2)	4,410	(2,491.65)
	Inv. 51298 (1/2)	4,410	(2,491.65)
	Inv. 51299 (1/2)	4,410	(2,491.65)

Diamond

\$251,820.71

Mt. Park Golf Course – Diamond 2011

04/25/11	Inv. 51520 (1/2)	4,410	(2,491.65)
04/29/11	Inv. 51551 (1/2)	4,410	(2,491.65)
	Inv. 51552 (1/2)	4,410	(2,491.65)
	Inv. 51553 (1/2)	4,410	(2,491.65)
	Inv. 51554 (1/2)	4,410	(2,491.65)
	Inv. 51555 (1/2)	2,205	(1,246.12)
05/02/11	Inv. 51562 (1/2)	4,410	(2,491.65)
	Inv. 51562 (1/2)	4,410	(2,491.65)
	Inv. 51563 (1/2)	4,410	(2,491.65)
	Inv. 51564 (1/2)	4,410	(2,491.65)
	Inv. 51571 (1/2)	4,410	(2,491.65)
	Inv. 51572 (1/2)	4,410	(2,491.65)
	Inv. 51573 (1/2)	4,410	(2,491.65)

Mt. Park Golf Course – Diamond 201

Prepaid Balance brought forward ... \$220,674.79

05/03/11	Inv. 51576 (1/2)	4,410	(2,491.65)
	Inv. 51577 (1/2)	4,410	(2,491.65)
	Inv. 51578 (1/2)	4,410	(2,491.65)
	Inv. 51579 (1/2)	4,410	(2,491.65)
05/04/11	Inv. 51590 (1/2)	4,410	(2,491.65)
	Inv. 51591 (1/2)	4,410	(2,491.65)
	Inv. 51592 (1/2)	4,410	(2,491.65)
	Inv. 51593 (1/2)	4,410	(2,491.65)
	Inv. 51594 (1/2)	4,410	(2,491.65)
05/05/11	Inv. 51600 (1/2)	4,410	(2,491.65)
	Inv. 51601 (1/2)	4,410	(2,491.65)
	Inv. 51602 (1/2)	4,410	(2,491.65)
	Inv. 51603 (1/2)	4,410	(2,491.65)
	Inv. 51604 (1/2)	4,410	(2,491.65)
	Inv. 51605 (1/2)	4,410	(2,491.65)

Diamond

\$183,300.04

05/06/2011	Inv. 51613 (1/2)	4,410	(2,491.65)
	Inv. 51614 (1/2)	4,410	(2,491.65)
	Inv. 51615 (1/2)	4,410	(2,491.65)
	Inv. 51616 (1/2)	4,410	(2,491.65)
	Inv. 51617 (1/2)	4,410	(2,491.65)
05/09/2011	Inv. 51619 (1/2)	4,410	(2,491.65)
	Inv. 51620 (1/2)	4,410	(2,419.65)
	Inv. 51621 (1/2)	4,410	(2,419.65)
	Inv. 51622 (1/2)	4,410	(2,419.65)
	Inv. 51623 (1/2)	4,410	(2,419.65)
	Inv. 51624 (1/2)	4,410	(2,419.65)
	Inv. 51626 (1/2)	4,410	(2,491.65)
	Inv. 51627 (1/2)	4,410	(2,491.65)
	Inv. 51628 (1/2)	4,410	(2,491.65)

Mt. Park Golf Course – Diamond 2011

Prepaid Balance brought forward ... \$148,416.94

05/10/2011	Inv. 51639 (1/2)	4,410	(2,491.65)
	Inv. 51640 (1/2)	4,410	(2,491.65)
	Inv. 51641 (1/2)	4,410	(2,491.65)
	Inv. 51642 (1/2)	4,410	(2,491.65)
	Inv. 51643 (1/2)	4,410	(2,491.65)
05/11/2011	Inv. 51649 (1/2)	4,410	(2,491.65)
	Inv. 51650 (1/2)	4,410	(2,491.65)
	Inv. 51651 (1/2)	4,410	(2,491.65)
	Inv. 51652 (1/2)	4,410	(2,491.65)
	Inv. 51653 (1/2)	4,410	(2,491.65)
	Inv. 51654 (1/2)	4,410	(2,491.65)
05/12/2011	Inv. 51664 (1/2)	4,410	(2,491.65)
	Inv. 51665 (1/2)	4,410	(2,491.65)
	Inv. 51666 (1/2)	4,095	(2,313.67)
	Inv. 51667 (1/2)	4,410	(2,491.65)
	Inv. 51668 (1/2)	4,410	(2,491.65)
	Inv. 51669 (1/2)	4,410	(2,491.65)
	Inv. 51670 (1/2)	4,410	(2,491.65)
05/13/2011	Inv. 51681 (1/2)	3,150	(1,779.75)
	Inv. 51682 (1/2)	4,410	(2,491.65)
	Inv. 51683 (1/2)	4,410	(2,491.65)

Diamond

\$96,982.17

05/24/2011	Inv. 51734 (1/2)	4,095	(2,313.67)
	Inv. 51735 (1/2)	4,095	(2,313.67)
	Inv. 51736 (1/2)	4,095	(2,313.67)
	Inv. 51740 (1/2)	4,095	(2,313.67)
	Inv. 51741 (1/2)	4,095	(2,313.67)
	Inv. 51742 (1/2)	4,095	(2,313.67)
05/25/2011	Inv. 51749 (1/2)	4,095	(2,313.67)
	Inv. 51750 (1/2)	4,095	(2,313.67)
	Inv. 51751 (1/2)	3,780	(2,135.70)
	Inv. 50119 (1/2)	4,420	(2,497.30)
	Inv. 50120 (1/2)	4,420	(2,497.30)

Mt. Park Golf Course – Diamond 2011

Prepaid Balance brought forward ... \$71,342.51

05/26/2011	Inv. 50129 (1/2)	4,095	(2,313.67)
	Inv. 50130 (1/2)	4,095	(2,313.67)
	Inv. 50131 (1/2)	4,420	(2,497.30)
05/31/2011	Inv. 50142 (1/2)	4,080	(2,305.20)
	Inv. 50143 (1/2)	4,080	(2,305.20)
	Inv. 50143 (1/2)	2,380	(1,344.70)
	Inv. 50147 (1/2)	4,420	(2,497.30)

Diamond

\$55,365.47

06/01/2011	Inv. 50148 (1/2)	4,420	(2,497.30)
	Inv. 50150 (1/2)	4,420	(2,497.30)
	Inv. 50153 (1/2)	2,380	(1,344.70)
	Inv. 50154 (1/2)	4,420	(2,497.30)
06/02/2011	Inv. 50163 (1/2)	4,420	(2,497.30)
	Inv. 50164 (1/2)	4,420	(2,497.30)
	Inv. 50157 (1/2)	2,720	(1,536.80)
06/06/2011	Inv. 50174 (1/2)	4,420	(2,497.30)
	Inv. 50175 (1/2)	4,420	(2,497.30)
	Inv. 50183 (1/2)	4,420	(2,497.30)
06/07/2011	Inv. 50187 (1/2)	4,420	(2,497.30)
	Inv. 50188 (1/2)	3,276	(1,850.94)
06/08/2011	Inv. 50186 (1/2)	4,420	(2,497.30)
	Inv. 50198 (1/2)	4,420	(2,497.30)
	Inv. 50199 (1/2)	4,420	(2,497.30)
06/06/2011	Inv. 50210 (1/2)	4,080	(2,305.20)

\$21,049.63

Mt. Park Golf Course Prepaid Palisades\$230,868.00

6/30/08	Inv. 48596 TRC	10,080	(2,671.20)
	Inv. 48597 TRC	10,080	(2,671.20)
	Inv. 48606 TRC	10,080	(2,671.20)
	Inv. 48607 (419 Sod)	10,080 @ .155	(1,562.40)
	Inv. 48627 TRC	8,280	(2,194.20)

\$219,097.80

04/25/11	Inv. 51516 (1/2)	4,680	(1,240.34)
	Inv. 51517 (1/2)	4,680	(1,240.34)
	Inv. 51518 (1/2)	4,680	(1,240.34)
04/26/11	Inv. 51555 (1/2)	2,520	(667.80)
	Inv. 51567 (1/2)	5,040	(1,335.60)
05/03/11	Inv. 51585 (1/2)	5,040	(1,335.60)

\$212,037.78

05/25/11	Inv. 51751 (1/2)	1,260	(359.10)
05/31/11	Inv. 50146 (1/2)	2,520	(718.20)

\$210,960.48

06/01/2011	Inv. 50153 (1/2)	2,520	(718.20)
06/02/2011	Inv. 50168 (1/2)	1,512	(420.92)
06/07/2011	Inv. 50188 (1/2)	1,764	(502.74)
06/09/2011	Inv. 50210 (1/2)	252	(\$71.82)

\$209,246.80

Total 230,296.43

NewLife Turf, Inc.
A/R Aging Summary
As of March 26, 2012

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Aiken Golf Club	0.00	0.00	0.00	0.00	80.00	80.00
Alex Tyrteos	0.00	0.00	0.00	0.00	442.40	442.40
All Turf	5,120.00	0.00	0.00	3,542.00	3,182.00	11,844.00
Barefoot & Associates, Inc.	0.00	0.00	0.00	0.00	-39.00	-39.00
Carolina Fresh Farms-	0.00	-64.83	0.00	11,478.00	0.00	11,413.17
Carolina Fresh Farms #7	0.00	0.00	0.00	0.00	1,647.00	1,647.00
Carolina Sodding #2	0.00	21,328.48	0.00	0.00	0.00	21,328.48
Carolina Sodding Services	0.00	0.00	0.00	0.00	1,789.88	1,789.88
Chandler Landscaping	0.00	0.00	0.00	0.00	1,300.40	1,300.40
Charwood Golf Club	0.00	0.00	0.00	0.00	5,150.00	5,150.00
Cliffs at Keowee Vineyards	0.00	0.00	0.00	0.00	6,689.20	6,689.20
Cliffs at Mountain Park	0.00	0.00	0.00	0.00	1,322.84	1,322.84
Cliffs at Mountain Park Golf Course	0.00	0.00	0.00	0.00	212,410.45	212,410.45
Cliffs Valley Course	0.00	0.00	0.00	0.00	4,584.80	4,584.80
Country Club of S.C.	0.00	0.00	0.00	0.00	3,583.00	3,583.00
Craig Gasque	0.00	0.00	0.00	0.00	-8.58	-8.58
Crickentree Golf Club	0.00	0.00	0.00	0.00	1,752.00	1,752.00
Cunnane Group Inc.	0.00	1,446.50	0.00	0.00	0.00	1,446.50
Design South Landscape Co.	0.00	0.00	0.00	0.00	0.60	0.60
Gibson Turf Farms, LLC	0.00	0.00	0.00	0.00	14,294.00	14,294.00
Golf Course Services	0.00	7,571.52	0.00	0.00	0.00	7,571.52
Indigo Run	0.00	0.00	5,376.00	0.00	0.00	5,376.00
Jennings Turf Farm	0.00	0.00	0.00	0.00	4,369.00	4,369.00
L. Dalton	0.00	0.00	0.00	0.00	3,483.34	3,483.34
Maplewood Company	0.00	0.00	0.00	0.00	475.00	475.00
Mike Hager	0.00	0.00	0.00	0.00	150.00	150.00
Moorland Course	0.00	0.00	0.00	0.00	-208.86	-208.86
Oconee Country Club	0.00	0.00	0.00	0.00	-5.00	-5.00
Palmetto Dunes Resort	0.00	934.48	0.00	0.00	934.48	934.48
Procure Lawn Services	0.00	0.00	0.00	0.00	1,047.80	1,047.80
Quail Creek Golf Club	0.00	0.00	0.00	0.00	-1,801.20	-1,801.20
RiverTowne Country Club	0.00	0.00	0.00	0.00	674.80	674.80
Sage Valley	0.00	0.00	0.00	0.00	-100.00	-100.00
Shipyard Golf Club	0.00	0.00	0.00	0.00	428.40	428.40
Sodbusters, Inc.	0.00	0.00	0.00	0.00	18,448.60	18,448.60
Southeastern Turf Grass LLC	0.00	416.00	3,168.40	267.10	0.00	3,851.50
Southern Green, Inc.	0.00	22,545.00	5,853.00	0.00	200.00	28,598.00
Spencer	0.00	0.00	0.00	0.00	0.00	0.00
Super Landscape Supply	0.00	20,936.94	12,574.32	6,554.20	80,545.90	120,611.36
Super Turf	0.00	0.00	17,850.00	0.00	0.00	17,850.00
The Creek Golf Club	0.00	0.00	0.00	0.00	625.00	625.00
Turf Pro	0.00	0.00	0.00	0.00	1,767.00	1,767.00
University of S.C.	1,354.50	0.00	0.00	0.00	0.00	1,354.50
Woodlake Country Club	2,746.00	0.00	0.00	0.00	0.00	2,746.00
TOTAL	9,220.50	75,114.09	44,821.72	21,841.30	368,280.77	519,278.38

12 01225

12-01226

12-01236

223684.45

Exhibit C

FedEx Express US Airbill

FedEx
Tracking
Number

8750 4382 8990

Form
ID No.

0200

Redeemable Copy

1 From

Date

Sender's
Name

Phone

Company

Address

City

State

ZIP

Day/Floor/Suite/Room

2 Your Internal Billing Reference

3 To

Recipient's
Name

Phone

Company

Address

We cannot deliver to PO boxes or PO ZIP codes.

Day/Floor/Suite/Room

Address

Use this line for the HOLD location address or for continuation of your shipping address.

City

State

ZIP

Day/Floor/Suite/Room

HOLD Saturday
 RETURNED, available ONLY for
FedEx Priority Overnight and
FedEx 2Day select locations.

HOLD Weekday
 RETURNED, available for
FedEx First Overnight.

4a Express Package Service

* To meet deadlines:

Packages up to 150 lbs.

FedEx Priority Overnight

FedEx Standard Overnight

FedEx First Overnight

Next business morning, Friday
assignments will be delivered on Monday
unless SATURDAY Delivery is selected.

Next business afternoon,
Saturday Delivery NOT available.

Earliest next business morning
delivery to select locations.*

FedEx 2Day

FedEx Express Saver

RECEIVED

Saturday Delivery NOT available.

Second business day, Thursday
assignments will be delivered on Monday
unless SATURDAY Delivery is selected.

4b Express Freight Service

** To meet deadlines:

MAY 31 2012
over 150 lbs.

FedEx 1Day Freight

FedEx 1Day Freight
Box

BMC GROUP

Next business day, Friday assignments will
be delivered on Monday unless SATURDAY
Delivery is selected.

Next business day, Saturday Delivery NOT available.

FedEx 2Day Freight

FedEx 2Day Freight

FedEx 3Day Freight

Second business day, Thursday assignments will be delivered
on Monday unless SATURDAY Delivery is selected.

Third business day, Saturday Delivery NOT available.

5 Packaging

* Declared value limit \$500.

FedEx Envelope*

FedEx Pak*

FedEx Box

FedEx Tube

6 Special Handling and Delivery Signature Options

SATURDAY Delivery

NOT available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 2Day Freight.

No Signature Required

Direct Signature

Indirect Signature

Package may be left without
obtaining a signature to deliver.

Someone at recipient address
may sign for delivery, *see options*.

If no one available at recipient's
address, someone at a neighboring
residential address may sign for delivery, *see options*.

Does this shipment contain dangerous goods?

NO YES
Only text must be checked.

Yes per applicable
Departmental, State, or Federal
regulations. (See
www.fedex.com for more information.)
Dangerous goods, including but not limited to
shipped in FedEx packaging
or declared in a FedEx Express Shipping Label.

Yes per applicable
Departmental, State, or Federal
regulations. (See
www.fedex.com for more information.)
Dangerous goods, including but not limited to
shipped in FedEx packaging
or declared in a FedEx Express Shipping Label.

Dry Ice
FedEx 2, UN 1805

Cargo Aircraft Only

7 Payment Bill to:

Shipper
 Add Bill to Station
 I will be billed

Enter FedEx Acct. No. or Credit Card No. below.

Check/REC'D
Acct. No.

Recipient
 Third Party
 Credit Card
 Cash/Check

Total Packages Total Weight Total Declared Value* Credit Card Num.

Your liability is limited to \$100 unless you declare a higher value. See the current FedEx Services Guide for details.

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