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| UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF <u>South Carolina</u> | | PROOF OF CLAIM |
| Name of Debtor: <u>The cliffs club + Hospitality Group, Inc., et al. d/b/a The cliffs country club</u> | | Case Number: <u>12-01220</u> |
| 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): <u>Guillermo Rodriguez + Jeffrey Crawford</u> | | COURT USE ONLY |
| Name and address where notices should be sent: <u>Douglas J. Tate PO Box 3180, Asheville, NC 28802</u> | | <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ |
| Telephone number: <u>828-254-8800</u> | email: <u>dtate@mwbart.com</u> | |
| Name and address where payment should be sent (if different from above): <u>same as above</u> | | <input checked="" 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. |
| Telephone number: | email: | |
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 5px;">RECEIVED</div> <div style="border: 1px solid black; padding: 5px;">JUN 01 2012</div> <div style="border: 1px solid black; padding: 5px;">BMC GROUP</div> </div> | | |
| 1. Amount of Claim as of Date Case Filed: <u>\$ 384,954</u> | | |
| If all or part of the claim is secured, complete item 4. | | |
| If all or part of the claim is entitled to priority, complete item 5. | | |
| <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. | | |
| 2. Basis for Claim: <u>Agreement of Purchaser and Sale</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. | | 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 type="checkbox"/> Other Describe: | | Basis for perfection: _____ |
| Value of Property: \$ _____ | | Amount of Secured Claim: \$ _____ |
| Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed) | | Amount Unsecured: \$ _____ |
| 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). |
| <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)(). |
| | | 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:

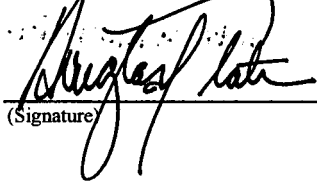
8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (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: DOUGLAS J. TATE
 Title: ATTORNEY
 Company: MCQUARRIE, WOOD & BLOTTIE, P.A.
 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.

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.

STATE OF NORTH CAROLINA)
)
COUNTY OF BUNCOMBE)

AGREEMENT OF PURCHASER AND SALE

THIS AGREEMENT OF PURCHASE AND SALE is made and entered into this 16th day of December, 2010 by and between Guillermo C. Rodriguez and Jeffery B. Crawford , 42 Prayer Ridge Road, Fairview, N.C. intending to bind Seller, Seller's Heirs, Successors and Assigns, hereinafter called the "SELLER" and Longview Land Co. , LLC, 3598 Highway 11, Travelers Rest, S.C. 29690, intending to bind Purchaser, Purchasers Heirs, Successors and Assigns, hereinafter called "PURCHASER", the exclusive right to purchase all of that certain parcel herein described in property description.

WITNESSETH:

In consideration of the mutual promises contained in this Agreement, PURCHASER agrees to purchase and SELLER agrees to sell, on the terms and conditions set forth below, the property as described:

1. **PROPERTY DESCRIPTION.** The real property, which is the subject of this contract, is one parcels of land, with all improvements on it, and any interested appurtenant to it, situated in Fairview, North Carolina and being described as follows: Parcel Number 9698.03-20-8983-Deed Book 2804 , Page 0378 as identified by Buncombe County, North Carolina Tax Property Record. The conveyance shall be made subject to applicable restrictions and covenants of record in the Office of the Register of Deeds for Buncombe County, North Carolina.
2. **PURCHASER PRICE.** The purchase price is ONE MILLION THREE HUNDRED THIRTEEN THOUSAND THREE HUNDRED THIRTY THREE(\$1,313,333) DOLLARS.
 - a. \$ 935,000 earnest money previously deposited with the SELLERS.
 - b. An additional payment of \$2,207 due January 28,2011 which is not credited to the Purchase Price.
 - c. An additional payment of \$2,207 due February 28,2011 which is not credited to the Purchase Price .

AmA

- d. An additional payment of \$2,207 due March 28,2011 which is not credited to the Purchase Price.
- e. \$ 378,333 cash due at closing.
- f. \$ 1,313,333.00 total purchase price.

3. **ENVIRONMENTAL**. Other terms and conditions of this contract are: SELLER warrants that to the best of its knowledge the property does not contain any toxic or hazardous substances or waste or underground storage tanks and, that there is no existing violation of any environmental law or regulation with respect to the property, and that subsequent to the date of this contract, SELLER will not place or permit to be placed in or upon the property any toxic or hazardous substances or underground storage tanks as those terms are defined in any applicable state or federal laws or regulations.

4. **DATE AND PLACE OF CLOSING**. The parties to this contract agree that the terms of this contract shall be complied with and the closing of this transfer shall take place on or before March 28, 2011, TIME IS OF THE ESSENCE. The closing shall take place at the offices of PURCHASER'S attorney, John Rose, Goosman Rose, P.A. , Asheville, N.C. at time during normal working hours or at any other place and time, as SELLER and PURCHASER shall agree on.

5. **CONVEYANCE OF PROPERTY**. SELLER shall convey marketable title to the property to PURCHASER in fee simple by general warranty deed, free from encumbrances except those that PURCHASER agrees under this contract to assume. If an owner's title commitment can be issued by an ALTA title insurance company, without any unusual or extraordinary exceptions, this shall constitute evidence of marketable title.

6. **TITLE**. PURCHASER agrees to notify SELLER in writing of any defects in title as soon as reasonably possible. In case legal steps are necessary to perfect the title, the action must be taken by SELLER promptly at SELLER'S own expense. If there is found to be any defect in the title which cannot be correct within thirty (30) days, the earnest money deposited by PURCHASER is to be returned to PURCHASER.

7. **PERSONAL PROPERTY**. No personal property included with sale.

8. **SPECIAL STIPULATIONS**. None

9. **WOOD INFESTATION REPORT**. Not applicable.

10. **RISK OF LOSS OR DAMAGE.** Property is to remain in substantially the same condition.

11. **PRORATIONS.** All taxes, municipal taxes (if applicable), applicable water and sewer charges, maintenance assessments, regime fees, rent payments, and other applicable taxes and charges shall be prorated as of closing date.

12. **CLOSING EXPENSES.** SELLER will provide deed and pay document stamps and any attorney fees associated with any loans currently against property. PURCHASER will pay title insurance, attorney fees to close loan, and survey.

13. **BROKERAGE FEES.** SELLER shall be responsible for and shall pay the real estate commission due any brokers to which SELLER has a contractual obligation. PURCHASER represents that it has not dealt with any real estate company, agent, or broker. SELLER shall indemnify and hold PURCHASER harmless from all claims made by any other person or entity for any real estate commission with whom SELLER may have dealt.

14. **DEFAULT.** In the event of failure of Purchaser to comply with the terms of this Agreement, Seller's sole remedy shall be to retain any and all funds paid by the Purchaser as liquidated damages. In the event of a failure of the Seller to comply with terms of this Agreement, Purchaser's sole remedies shall be to either 1) terminate this agreement and receive a refund of the Earnest Money Deposit or 2) seek specific performance of the Agreement.

15. **ESCROW AGENT.** N/A

16. **MISCELLANEOUS.** The invalidity or unenforceability of any provision of this contract shall not affect the other provisions of this contract, which shall be construed in all respects as if the invalid and unenforceable provision were omitted. For the convenience of the parties, duplicate originals of this contract may be executed and each original shall be deemed to be an original instrument. This agreement shall be governed and construed in accordance with the laws of the State of North Carolina . Titles of the paragraphs and subparagraphs included in this contract have been inserted as a matter of convenience for provisions. This contract and all documents and instruments incorporated in this contract by specific reference are intended by the parties to be the final and entire expression of their agreement and constitute a complete and exclusive statement of the terms of this contract notwithstanding any representations or statements to the contrary previously

made. This contract may not be amended, modified, altered, or changed in any respect whatsoever, except by a further written agreement duly executed by the parties.

This contract shall be binding on and inure to the benefit of the parties and their respective heirs, devisees, personal representatives, successors, and assigns.

17. **FACSIMILE AS COUNTERPART.** PURCHASER and SELER agree that receipt of a signed contract by facsimile will be the same as a receipt of an original signed contract.

18. **MANNER OF TRANSFERRING TITLE.** PURCHASER requests that SELLER prepare the deed of conveyance to vest title as follows: Longview land Co. ,LLC

19. **INSPECTION.** SELLER gives the PURCHASER the right to access the property for purposes of surveying, testing, or other studies to facilitate the use of the property.

20. **CONFIDENTIALITY CLAUSE.** SELLER and PURCHASER agree that the terms of this agreement are to remain confidential and each party agrees not to disclose any relevant information contained herein to any third party or make use of this information without the other party's express written consent.


21. **CONTINGENCY 1 .** This agreement is contingent upon a simultaneous closing with the owners of the following parcels on Prayer Ridge Road: Bowers Parcel 9698.03-11-6379, Rodriguez-Crawford Parcels 9698.03-21-6112 and Parcel 9698.03-21-5252 and 9698.03-20-8983, Frieden-Hamm Parcel 9698.03-11-9374, Petteway-White Parcel 9698.03-21-7023 and Wilson Parcel 9698.03-21-3326.

22. **CONTINGENCY 2.** This agreement is contingent upon The Fairview Homeowners Association, Inc. extending the deadline to with draw from covenants and restrictions certain previously identified parcels from December 28,2010 until March 28, 2011.


[See Signature Page Attached]

The SELLER has executed this agreement on DECEMBER 26, 2010 [date].

SELLER(S):



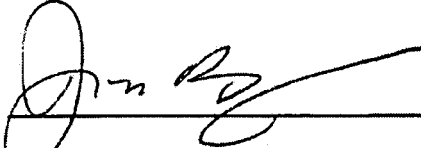
Guillermo C. Rodriguez



Jeffery B. Crawford

The PURCHASER has executed this agreement on 11-28-10 [date].

PURCHASER:



Longview Land Co. LLC
By JAMES B. Anthony

FedEx

Express

From: (828)254-8800
 Douglas J. Tate/sir
 McGuire, Wood & Bissette, PA
 48 Patton Ave
 Asheville, NC - 28801



Ship Date: 30MAY12
 Actual Wgt: 1.00 LB MAIN-WGT
 System#: 103483901/MS062010
 Account#: S *****1025

REF: 777



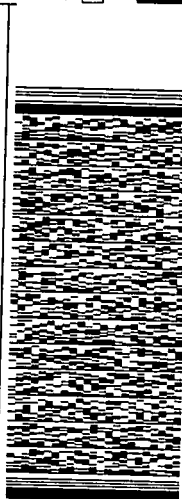
Delivery Address Bar Code

RECEIVED

JUN 01 2012

BMC GROUP

TO: (828)254-8800
 BMC Group, Inc.
 Attn: Cliff Claims Processing
 18675 Lake Drive East
 Chanhassen, MN - 55317



STANDARD OVERNIGHT
 FRI - 01 JUN A1
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NA FBLA
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