UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

In re:	**CHAPTER 11**
The Cliffs Club & Hospitality Group, Inc., *et al.*,[1] *d/b/a* The Cliffs Golf & Country Club,	**Case No. 12-01220**
	Jointly Administered
Debtors.	

STATEMENT OF CHANGES MADE BY AMENDMENT TO THE FIRST AMENDED AND RESTATED JOINT CHAPTER 11 PLAN FILED BY THE DEBTORS AND THE PLAN SPONSOR DATED JUNE 30, 2012

The Cliffs Club & Hospitality Group, Inc. and its affiliated debtors in the above-captioned Chapter 11 cases, as debtors and debtors-in-possession (collectively, the "Debtors"), hereby give notice of the following amendments to the First Amended and Restated Joint Chapter 11 Plan Filed by the Debtors and the Plan Sponsor dated June 30, 2012 (the "Plan"). The Plan, as modified in accordance with the amendments below, is attached hereto as **Exhibit A**. A "redline" showing such amendments to the Plan as originally filed is attached hereto as **Exhibit B**.

I. PLAN INTRODUCTION

1. The following clause:

"(vi) otherwise cooperate fully with the consummation of the Plan"

is amended to read:

"(vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement"

[1] The Debtors, followed by the last four digits of their respective taxpayer identification numbers and Chapter 11 case numbers, are as follows: The Cliffs Club & Hospitality Group, Inc. (6338) (12-01220); CCHG Holdings, Inc. (1356) (12-01223); The Cliffs at Mountain Park Golf & Country Club, LLC (2842) (12-01225); The Cliffs at Keowee Vineyards Golf & Country Club, LLC (5319) (12-01226); The Cliffs at Walnut Cove Golf & Country Club, LLC (9879) (12-01227); The Cliffs at Keowee Falls Golf & Country Club, LLC (3230) (12-01229); The Cliffs at Keowee Springs Golf & Country Club, LLC (2898) (12-01230); The Cliffs at High Carolina Golf & Country Club, LLC (7576) (12-01231); The Cliffs at Glassy Golf & Country Club, LLC (6559) (12-01234); The Cliffs Valley Golf & Country Club, LLC (6486) (12-01236); and Cliffs Club & Hospitality Service Company, LLC (9665) (12-01237).

The following "redline" comparison shows the changes to the Plan as originally filed:

"(vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement"

2. The following sentence:

"The New Clubs will operate the Clubs and complete the Mountain Park golf course. The Plan Sponsor pursuant to the Mountain Park Facility will provide funds for that completion."

is amended to read:

"The New Clubs will operate the Clubs and complete the Mountain Park golf course. The Plan Sponsor pursuant to the Mountain Park Facility will provide the balance of the funds for that completion."

The following "redline" comparison shows the changes to the Plan as originally filed:

"The New Clubs will operate the Clubs and complete the Mountain Park golf course. The Plan Sponsor pursuant to the Mountain Park Facility will provide the balance of the funds for that completion."

II. PLAN ARTICLE I: DEFINITIONS, INTERPRETATION AND EXHIBITS

1. The following definitions are added:

(a) "Acquired Golf Property" means all real property and improvements thereon constituting part of a golf course not constituting Real Property Collateral, inclusive of property popularly known as Keowee Springs and Walnut Cove, but not including property popularly known as High Carolina.

(b) "Amenity Access Rights" means a license or other right to use property or amenities popularly known as the Mountain Park driving range, the Glassy Chapel and the Glassy Overlook, which properties shall not constitute part of the Real Property Collateral or the Acquired Golf Property.

(c) "IT Percentage Of New ClubCo Net Cash Flow" means fifty percent (50%) of New ClubCo Net Cash Flow equal to or below one hundred ten percent (110%) of the annual projected New ClubCo Net Cash Flow set forth on the Plan Sponsor's Projections attached as Exhibit E to the Disclosure Statement and seventy-five percent (75%) of all New ClubCo Net Cash Flow in excess of one hundred ten percent (110%) of the annual projected New ClubCo Net Cash Flow set forth on the Plan Sponsor's Projections attached as Exhibit E.

2. The following definitions are amended:

(a) "Imputed Tax Amount" is amended to read:

"Imputed Tax Amount" shall mean, with respect to each calendar year, an amount equal to forty percent (40%) of all ordinary business income and all separately stated items of New ClubCo and its subsidiaries (without consolidating with New ClubCo's parent or other affiliates) for such calendar year.

The following "redline" comparison shows the changes to the Plan as originally filed:

"Imputed Tax Amount" shall mean, with respect to each calendar year, an amount equal to forty percent (40%) of all ordinary business income and all separately stated items of ~~NewCo~~New ClubCo and its subsidiaries (without consolidating with ~~NewCo~~New ClubCo's parent or other affiliates) for such calendar year.

(b) "Mountain Park Facility" is amended to read:

"Mountain Park Facility" means a facility of up to $7.5 million (with an expected maximum of $5 million) secured by all assets of New ClubCo, Indenture Trustee SPE and each of their respective subsidiary entities associated with ownership of assets or operation of the New Clubs, the documents relating to which will evidence the obligation to pay to NewCo all amounts provided by NewCo, either prior to or after the Effective Date, for the purpose of funding golf course and amenity construction on what was Debtor owned property on the Effective Date at the Mountain Park golf course, which facility will be secured by liens senior to all liens other than those securing the Exit Facility and which will be payable in full without interest from cash flow of New ClubCo prior to any allocation of New ClubCo Net Cash Flow to payments under the Lease other than the

Guaranteed Minimum Lease Payment.

The following "redline" comparison shows the changes to the Plan as originally filed:

"Mountain Park Facility" means a facility of up to $7.5 million (with an expected maximum of $5 million) secured by all assets of New ClubCo, Indenture Trustee SPE and each of their respective subsidiary entities associated with ownership of assets or operation of the New Clubs, ~~to be~~the documents relating to which will evidence the obligation to pay to NewCo all amounts provided by NewCo, either prior to or after the Effective Date, for the purpose of funding golf course and amenity construction on what was Debtor owned property on the Effective Date at the Mountain Park golf course, which facility will be secured by liens senior to all liens other than those securing the Exit Facility and which will be payable in full without interest from cash flow of New ClubCo prior to any allocation of New ClubCo Net Cash Flow to payments under the Lease other than the Guaranteed Minimum Lease Payment.

(c) "New ClubCo Net Cash Flow" is amended to read:

"New ClubCo Net Cash Flow" means all New ClubCo Revenues minus all disbursements (including, but not limited to, all personnel costs, general and administrative costs, utilities, leases, property taxes, maintenance, supplies, materials, payment of the Exit Facility, payment of the Mountain Park Facility, overhead-related and all other costs, Plan payments not the subject of a NewCo Equity Infusion, the Management Fee and capital expenditures for any purpose other than construction of new facilities); provided, however, distributions to NewCo or its parent in excess of the Imputed Tax Amount shall not be considered disbursements for purposes hereof.

The following "redline" comparison shows the changes to the Plan as originally filed:

"New ClubCo Net Cash Flow" means all New ClubCo Revenues minus all disbursements (including, but not limited to, all personnel costs, general and administrative costs, utilities, leases, property taxes, maintenance, supplies, materials, payment of the Exit Facility, payment of the Mountain Park Facility, overhead-related and all other costs, Plan payments not the subject of a NewCo Equity Infusion, the Management Fee and capital expenditures for any purpose other than construction of new facilities); provided, however, distributions to NewCo~~'s~~ or its parent in excess of the Imputed Tax Amount shall not be considered disbursements for purposes hereof.

(d) "New ClubCo Revenues" is amended to read:

"New ClubCo Revenues" means all revenues of New ClubCo, all Access Fees received by New ClubCo, as well as revenues of affiliated lessees and sublessees New ClubCo engaged in operation of the Clubs (including, but not limited to, Access Fees, net Membership Initiation Fees, Annual Dues (net of Dues Credits), food & beverage, rental, golf, tennis, wellness, merchandise, and all other revenues).

The following "redline" comparison shows the changes to the Plan as originally filed:

"New ClubCo Revenues" means all revenues of New ClubCo, all Access Fees received by ~~NewCo~~New ClubCo, as well as revenues of affiliated lessees and sublessees New ClubCo engaged in operation of the Clubs (including, but not limited to, Access Fees, net Membership Initiation Fees, Annual Dues (net of Dues Credits), food & beverage, rental, golf, tennis, wellness, merchandise, and all other revenues).

(e) The following clause in the definition of "Releasees":

"(vi) otherwise cooperate fully with the consummation of the Plan"

is amended to read:

"(vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement."

The following "redline" comparison shows the changes to the Plan as originally filed:

"(vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement"

(f) "Sale Consideration" is amended to read:

"Sale Consideration" means the following consideration to be provided by a Plan Sponsor: (a) payment in full, in Cash, of the DIP Loan at the Closing, (b) payment in full, in Cash, of the Bridge Loan at the Closing; (c) payment in full, in Cash, of all Professional Fees and Administrative Claims at

Closing, or, to the extent any such Claim is Allowed after the Closing, as soon as practicable thereafter, (d) payment in full, in Cash, of all Priority Claims at Closing, or, to the extent any such Claim is Allowed after the Closing, as soon as practicable thereafter, (e) payment in full, in Cash, on the Effective Date of all claims that are Allowed, exclusive of interest and attorneys' fees, and that are secured by Mechanic's Liens, except that no installment will be paid earlier than the day after each such Mechanic's Lien is Allowed, (f) to the Liquidation Trustee, for the Pro Rata benefit of General Unsecured Claims, the General Unsecured Claims Plan Sponsor Funding, (g) payment of Accepting Club Member Claims as to those holders of Member Claims that elect the New Membership Option in accordance with the Vesting Schedule, (h) to the Liquidation Trustee, for the Pro Rata benefit of Rejecting Club Member Contingent Claims, a single aggregate cash payment to the Liquidation Trustee of $100,000 to be paid at the Closing, (i) to the Liquidation Trustee, for post-Effective Date case administration the Post-Effective Date Administration Plan Sponsor Funding, (j) commitment by the Plan Sponsor, or an Affiliate of the Plan Sponsor, of up to eighty five million dollars ($85,000,000) to acquire, joint venture, land bank or otherwise gain control of lots, (k) advance the balance of up to $7.5 million dollars ($7,500,000) in funding not advanced prior to the Effective Date pursuant to the Mountain Park Facility, (l) satisfaction of the Cure Amounts, (m) establishment of the Reserve Account; (n) payment in full in Cash of the Administrative Convenience Class Claims by paying the sum of $56,000 for the Administrative Convenience Claims Fund to the Liquidation Trustee for Distribution to the holders of Allowed Administrative Convenience Class Claims; (o) enter into the Lease(s) and (p) commitment by the Plan Sponsor, or an Affiliate of the Plan Sponsor to fund negative operating cash flow of New ClubCo, including, but not limited to, amounts necessary to satisfy the Minimum Lease Payment

The following "redline" comparison shows the changes to the Plan as originally filed:

"Sale Consideration" means the following consideration to be provided by a Plan Sponsor: (a) payment in full, in Cash, of the DIP Loan at the Closing, (b) payment in full, in Cash, of the Bridge Loan at the Closing; (c) payment in full, in Cash, of all Professional Fees and Administrative Claims at Closing, or, to the extent any such Claim is Allowed after the Closing, as soon as practicable thereafter, (d) payment in full, in Cash, of all Priority Claims at Closing, or, to the extent any such Claim is Allowed after the Closing, as soon as practicable thereafter, (e) payment in full, in Cash, on the Effective Date of all claims that are Allowed, exclusive of interest and

attorneys' fees, and that are secured by Mechanic's Liens, except that no installment will be paid earlier than the day after each such Mechanic's Lien is Allowed, (f) to the Liquidation Trustee, for the Pro Rata benefit of General Unsecured Claims, the General Unsecured Claims Plan Sponsor Funding, (g) payment of Accepting Club Member Claims as to those holders of Member Claims that elect the New Membership Option in accordance with the Vesting Schedule, (h) to the Liquidation Trustee, for the Pro Rata benefit of Rejecting Club Member Contingent Claims, a single aggregate cash payment to the Liquidation Trustee of $100,000 to be paid at the Closing, (i) to the Liquidation Trustee, for post-Effective Date case administration the Post-Effective Date Administration Plan Sponsor Funding, (j) commitment by the Plan Sponsor, or an Affiliate of the Plan Sponsor, of up to eighty five million dollars ($85,000,000) to acquire, joint venture, land bank or otherwise gain control of lots, (k) advance the balance of up to $7.5 million dollars ($7,500,000) in funding not advanced prior to the Effective Date pursuant to the Mountain Park Facility, (l) satisfaction of the Cure Amounts, (m) establishment of the Reserve Account; (n) payment in full in Cash of the Administrative Convenience Class Claims by paying the sum of $56,000 for the Administrative Convenience Claims Fund to the Liquidation Trustee for Distribution to the holders of Allowed Administrative Convenience Class Claims; (o) enter into the Lease(s) and (p) commitment by the Plan Sponsor, or an Affiliate of the Plan Sponsor to fund negative operating cash flow of New ClubCo, including, but not limited to, amounts necessary to satisfy the Minimum Lease Payment.

III. PLAN ARTICLE III

1. Section 3.07(b) is amended to read:

Treatment: Class 1 Indenture Trustee – Note Holder Claims are Impaired. The Indenture Trustee shall have an Allowed Claim in the amount of $64,050,000, which shall be treated as follows: on the Effective Date, (i) the Allowed Secured Claims of the Note Holders represented by the Indenture Trustee will be satisfied through a combination of (x) a modification of the payment obligations under the Notes to provide for repayment of $64,050,000, without interest, to the Indenture Trustee in twenty (20) annual payments beginning on the fifth business day of the second full calendar month following the one year anniversary of the Effective Date in the amount of the greater of $1 million or the IT Percentage Of New ClubCo Net Cash Flow and with a balloon payment of the remaining principal, if any, at maturity, and (y) the modification of the Prepetition Facility Documents, including without limitation, the Pledge and Security Agreement and the Collateral Trust Agreement to subordinate

the Liens of the Indenture Trustee to the Exit Facility and the Mountain Park Facility, after which the Debtors will transfer the Real Property Collateral and substantially all other property of the Debtors to the Plan Sponsor, subject only to the Permitted Liens and otherwise free and clear of all liens, claims and encumbrances, and the Plan Sponsor will assume the payment obligations under the modified Notes until the Indenture Trustee SPE assumes the payment obligations under the modified Notes, as described below, followed by the Plan Sponsor's and/or Indenture Trustee SPE's execution of the Exit Facility and the Mountain Park Facility, and then the Plan Sponsor will contribute the Real Property Collateral, the Acquired Golf Property and provide the Amenity Access Rights to the Indenture Trustee SPE, subject to the Permitted Liens, in return for a 100% economic and managing membership interest in the Indenture Trustee SPE (the Indenture Trustee will hold a 0% non-economic membership interest in the Indenture Trustee SPE), and the Indenture Trustee SPE will assume the payment obligations under the modified Notes, all in satisfaction of the Note Holder Claims against the Debtors and the Guarantors of the Note Holder Claims (provided, however, that James B. Anthony will not receive a release without satisfaction of the following: (a) he becomes a D&O Releasee; and (b) he and any non-Debtor affiliates he directly or indirectly owns or controls: (i) waive and release any and all claims of any kind against the Debtors; (ii) transfer and convey to the Debtors or to the Plan Sponsor all real property, personal property and other assets used by the Debtors, or necessary to operate the businesses of the Debtors, or which is necessary to satisfy any condition precedent under the Plan or the Asset Purchase Agreement; (iii) fully cooperate with the transfer of the Acquired Assets, the Sale and the orderly transition of the Debtors' businesses to the Plan Sponsor; (iv) do not object to or oppose confirmation of the Plan; (v) vote to accept the Plan to the extent he or any of them hold a Claim entitled to vote, and (vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement) as well as against NewCo or New ClubCo arising under the Notes or the Notes as modified and amended. Then, the Indenture Trustee SPE will enter into the Lease(s) with New ClubCo (or its subsidiary entities, at the sole option and in the sole discretion of New ClubCo) and New ClubCo, in turn, shall enter into subleases with its subsidiaries or affiliates. From and after the Effective Date, the Debtors will have no liability to the Indenture Trustee or to the Note Holders. Upon receipt of title to the Real Property Collateral, the Acquired Golf Property and the Amenity Access Rights, the Indenture Trustee SPE will execute such documents as are required to evidence its assumption of the payment obligations under the modified Notes and underlying security interest(s) as

modified pursuant to the Plan and to secure the obligations thereunder. In the event the Indenture Trustee SPE defaults under the Note Restructuring Agreement subsequent to the Effective Date, the Indenture Trustee will have a number of remedies, including without limitation, the following: (i) the right to foreclose on the assets subject to its liens; (ii) the right to record deeds in lieu of foreclosure which will be executed by Indenture Trustee SPE providing for the transfer of the Real Property Collateral and the Acquired Golf Property to the IT Representative, LLC and delivered to an escrow agent on the Effective Date; and (iii) the right to acquire the 100% economic member interest of the Plan Sponsor in the Indenture Trustee SPE for one dollar ($1.00). The enforceability of the aforementioned remedies upon a default or subsequent bankruptcy of the Indenture Trustee SPE is not absolute. The foregoing will be effectuated and governed by the terms of certain operative documents, which will include but will not be limited to: Note Restructuring Agreement by and between the Debtors and the Indenture Trustee; Assumption Agreement by and between Cliffs Club Partners and the Indenture Trustee; Assumption Agreement by and between Indenture Trustee SPE and the Indenture Trustee; Master Lease by and between Indenture Trustee SPE and Cliffs Club Partners; Mortgages/Deeds of Trust by and between Indenture Trustee SPE and the Indenture Trustee; Security Agreement by and between Indenture Trustee SPE and the Indenture Trustee; Collateral Assignment of IP/License Agreement by and between Indenture Trustee SPE and the Indenture Trustee; Deeds in Lieu/Escrow Agreement by and between Indenture Trustee SPE and the Indenture Trustee; Amendment to Indenture; Indenture Trustee SPE Operating Agreement; Establishment of IT Representative, LLC; and Subleases by and between Cliffs Club Partners and the golf operating subsidiaries. Each of the Note Holders by voting its Class 1 Claim to accept the Plan is deemed to consent to the use of the Indenture Trustee's cash collateral by the Debtors to fund Distributions under the Plan, to the subordination of its Liens to those of the Exit Facility and the Mountain Park Facility and to all other provisions of the Plan that affect the Note Holders. By accepting the Plan, the Note Holders and the Indenture Trustee will be deemed to waive the right: (i) to any dues credits or club credits; (ii) the right to any subordinate lien securing their Membership Deposit obligations; and (iii) the right to any deficiency claim against the Debtors and Guarantors of the Note Holder Claims (but not their Membership Deposit Obligations that are treated under Plan Class 7).

The following "redline" comparison shows the changes to the Plan as originally filed:

Treatment: Class 1 Indenture Trustee – Note Holder Claims are Impaired.

The Indenture Trustee shall have an Allowed Claim in the amount of $64,050,000, which shall be treated as follows: on the Effective Date, (i) the Allowed Secured Claims of the Note Holders represented by the Indenture Trustee will be satisfied through a combination of (x) a modification of the ~~terms of~~payment obligations under the Notes to provide for repayment of $64,050,000, without interest, to the Indenture Trustee in twenty (20) annual payments beginning on the fifth business day of the second full calendar month following the one year anniversary of the Effective Date in the amount of the greater of $1 million or ~~50% of~~the IT Percentage Of New ClubCo Net Cash Flow and with a balloon payment of the remaining principal, if any, at maturity, ~~all paid through the Indenture Trustee to the Note Holders subject to the terms of the Notes and Indenture, as may be modified and amended,~~ and (y) the modification of the Prepetition Facility Documents, including without limitation, the Pledge and Security Agreement and the Collateral Trust Agreement to subordinate the Liens of the Indenture Trustee to the Exit Facility and the Mountain Park Facility, after which the Debtors will transfer the Real Property Collateral and substantially all other property of the Debtors to the Plan Sponsor, subject only to the Permitted Liens and otherwise free and clear of all liens, claims and encumbrances, and the Plan Sponsor will assume the payment obligations under the modified Notes until the Indenture Trustee SPE assumes the payment obligations under the modified Notes, as described below, followed by the Plan Sponsor's and/or Indenture Trustee SPE's execution of the Exit Facility and the Mountain Park Facility, and then the Plan Sponsor will contribute ~~these assets~~the Real Property Collateral, the Acquired Golf Property and provide the Amenity Access Rights to the Indenture Trustee SPE, subject to the Permitted Liens, in return for a 100% economic and managing membership interest in the Indenture Trustee SPE (the Indenture Trustee will hold a 0% non-economic membership interest in the Indenture Trustee SPE), and the Indenture Trustee SPE will assume the payment obligations under the modified Notes, all in satisfaction of the Note Holder Claims against the Debtors and the Guarantors of the Note Holder Claims (provided, however, that James B. Anthony will not receive a release without satisfaction of the following: (a) he becomes a D&O Releasee; and (b) he and any non-Debtor affiliates he directly or indirectly owns or controls: (i) waive and release any and all claims of any kind against the Debtors; (ii) transfer and convey to the Debtors or to the Plan Sponsor all real property, personal property and other assets used by the Debtors, or necessary to operate the businesses of the Debtors, or which is necessary to satisfy any condition precedent under the Plan or the Asset Purchase Agreement; (iii) fully cooperate with the transfer of the Acquired Assets, the Sale and the orderly transition of the Debtors' businesses to the Plan Sponsor; (iv) do not object to or oppose confirmation

of the Plan; (v) vote to accept the Plan to the extent he or any of them hold a Claim entitled to vote, and (vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement) as well as against NewCo or New ClubCo arising under the Notes or the Notes as modified and amended. Then, the Indenture Trustee SPE will enter into the Lease(s) with New ClubCo (or its subsidiary entities, at the sole option and in the sole discretion of New ClubCo) and New ClubCo, in turn, shall enter into subleases with its subsidiaries or affiliates. From and after the Effective Date, the Debtors will have no liability to the Indenture Trustee or to the Note Holders. Upon receipt of title to the Real Property Collateral, the Acquired ~~Assets~~Golf Property and the Amenity Access Rights, the Indenture Trustee SPE will execute such documents as are required to evidence its assumption of the payment obligations under the modified Notes and underlying security interest(s) as modified pursuant to the Plan and to secure the obligations thereunder. In the event the Indenture Trustee SPE defaults under the Note Restructuring Agreement subsequent to the Effective Date, the Indenture Trustee will have a number of remedies, including without limitation, the following: (i) the right to foreclose on the assets subject to its liens; (ii) the right to ~~require~~record deeds in lieu of foreclosure which will be executed by Indenture Trustee SPE providing for the transfer of the Real Property Collateral and the Acquired Golf Property to the IT Representative, LLC and delivered to an escrow agent on the Effective Date; and (iii) the right to acquire the 100% economic member interest of the Plan Sponsor in the Indenture Trustee SPE for one dollar ($1.00). The enforceability of the aforementioned remedies upon a default or subsequent bankruptcy of the Indenture Trustee SPE is not absolute. The foregoing will be effectuated and governed by the terms of certain operative documents, which will include but will not be limited to: Note Restructuring Agreement by and between the Debtors and the Indenture Trustee; Assumption Agreement by and between Cliffs Club Partners and the Indenture Trustee; Assumption Agreement by and between Indenture Trustee SPE and the Indenture Trustee; Master Lease by and between Indenture Trustee SPE and Cliffs Club Partners; Mortgages/Deeds of Trust by and between Indenture Trustee SPE and the Indenture Trustee; Security Agreement by and between Indenture Trustee SPE and the Indenture Trustee; Collateral Assignment of IP/License Agreement by and between Indenture Trustee SPE and the Indenture Trustee; Deeds in Lieu/Escrow Agreement by and between Indenture Trustee SPE and the Indenture Trustee; Amendment to Indenture; Indenture Trustee SPE Operating Agreement; Establishment of IT Representative, LLC; and Subleases by and between Cliffs Club Partners and the golf operating subsidiaries. Each

of the Note Holders by voting its Class 1 Claim to accept the Plan is deemed to consent to the use of the Indenture Trustee's cash collateral by the Debtors to fund Distributions under the Plan, to the subordination of its Liens to those of the Exit Facility and the Mountain Park Facility and to all other provisions of the Plan that affect the Note Holders. By accepting the Plan, the Note Holders and the Indenture Trustee will be deemed to waive the right: (i) to any dues credits or club credits; (ii) the right to any subordinate lien securing their Membership Deposit obligations; and (iii) the right to any deficiency claim against the Debtors and Guarantors of the Note Holder Claims (but not their Membership Deposit Obligations that are treated under Plan Class 7).

IV. PLAN ARTICLE VII

1. The following clause in Section 7.01:

"(vi) otherwise cooperate fully with the consummation of the Plan"

is amended to read:

"(vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement."

The following "redline" comparison shows the changes to the Plan as originally filed:

"(vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement"

V. PLAN ARTICLE X

1. The following clause in Section 10.01(b):

"(vi) otherwise cooperate fully with the consummation of the Plan"

is amended to read:

"(vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and

complying with any and all conditions of any settlement agreement."

The following "redline" comparison shows the changes to the Plan as originally filed:

"(vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement"

2. The following clause in Section 10.02:

"(vi) otherwise cooperate fully with the consummation of the Plan"

is amended to read:

"(vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement."

The following "redline" comparison shows the changes to the Plan as originally filed:

"(vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement"

3. Section 10.03 is amended to read:

(a) Releases by Debtors. (i) Effective as of the Effective Date, and except as otherwise provided in the Plan or the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, each in its individual capacity and as Debtors in possession, will be deemed to have forever released, and waived the Releasees and the D&O Releasees from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of the Debtors or the Liquidation Trustee to enforce the Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder), whether for tort, contract, violations of federal or state securities laws, or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event or other occurrence, including actions in connection with indebtedness for money

borrowed by the Debtors, taking place on or prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, or the Plan; provided, however, that (a) no Releasee or D&O Releasee will be released from any Claims, obligations, suits, judgments, debts or Causes of Action arising out of or in connection with indebtedness for money borrowed by any such person from the Debtors or for acts of gross negligence or willful misconduct; and (b) no Cause of Action against any insurer arising out of or relating to matters for which the Debtors would otherwise be liable or suffer an insurable loss will be released, including without limitation, any Cause of Action against the Debtors' directors and officers insurance carrier(s). For the avoidance of doubt, any releases of James B. Anthony, Lucas Anthony or Timothy Cherry are each conditioned upon the satisfaction by James B. Anthony of the following: (a) he becomes a D&O Releasee; and (b) he and any non-Debtor affiliates he directly or indirectly owns or controls: (i) waive and release any and all claims of any kind against the Debtors; (ii) transfer and convey to the Debtors or to the Plan Sponsor all real property, personal property and other assets used by the Debtors, or necessary to operate the businesses of the Debtors, or which is necessary to satisfy any condition precedent under the Plan or the Asset Purchase Agreement; (iii) fully cooperate with the transfer of the Acquired Assets, the Sale and the orderly transition of the Debtors' businesses to the Plan Sponsor; (iv) do not object to or oppose confirmation of the Plan; (v) vote to accept the Plan to the extent he or any of them hold a Claim entitled to vote, and (vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement.

(b) Releases by Holders of Claims and Interests. Effective as of the Effective Date, and except as otherwise provided in the Plan or the Confirmation Order, to the fullest extent permitted under applicable law, in consideration for the obligations of the Persons set forth below under the Plan and, if applicable, the Cash, securities, contracts, releases and other agreements or documents to be delivered in connection with the Plan, each Holder of a Claim or Interest who votes in favor of the Plan or is presumed to have voted in favor of the Plan pursuant to section 1126(f) of the Bankruptcy Code will be deemed to have forever waived and released (i) the Debtors, (ii) the Liquidation Trustee, (iii) the Liquidating Trust, (iv) the Releasees, and (v) the D&O Releasees from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of such Holders of Allowed Claims under the Plan to enforce the Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder), whether for tort, contract, violations of federal or state securities laws, or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event or other occurrence, including actions in connection with indebtedness for money borrowed by the

Debtors, taking place on or prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, or the Plan; provided, however, that this Section 10.03(b) will not release any Releasees or the D&O Releasees from liability for acts of gross negligence or willful misconduct or any Causes of Action held by a Governmental Unit existing as of the Effective Date based on (i) any criminal laws of the United States or any domestic state, city or municipality or (ii) sections 1104-1109 and 1342(d) of ERISA. For the avoidance of doubt, any releases of James B. Anthony, Lucas Anthony or Timothy Cherry (pursuant to this Plan Section 10.03(b)) are each conditioned upon the satisfaction by James B. Anthony of the following: (a) he becomes a D&O Releasee; and (b) he and any non-Debtor affiliates he directly or indirectly owns or controls: (i) waive and release any and all claims of any kind against the Debtors; (ii) transfer and convey to the Debtors or to the Plan Sponsor all real property, personal property and other assets used by the Debtors, or necessary to operate the businesses of the Debtors, or which is necessary to satisfy any condition precedent under the Plan or the Asset Purchase Agreement; (iii) fully cooperate with the transfer of the Acquired Assets, the Sale and the orderly transition of the Debtors' businesses to the Plan Sponsor; (iv) do not object to or oppose confirmation of the Plan; (v) vote to accept the Plan to the extent he or any of them hold a Claim entitled to vote, and (vi) otherwise cooperate fully with the consummation of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement.

The following "redline" comparison shows the changes to the Plan as originally filed:

(a) Releases by Debtors. (i) Effective as of the Effective Date, and except as otherwise provided in the Plan or the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, each in its individual capacity and as Debtors in possession, will be deemed to have forever released, and waived the Releasees and the D&O Releasees from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of the Debtors or the Liquidation Trustee to enforce the Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder), whether for tort, contract, violations of federal or state securities laws, or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event or other occurrence, including actions in connection with indebtedness for money borrowed by the Debtors, taking place on or prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, or the Plan; provided, however, that (a) no Releasee or D&O Releasee will be released from any Claims, obligations,

suits, judgments, debts or Causes of Action arising out of or in connection with indebtedness for money borrowed by any such person from the Debtors or for acts of gross negligence or willful misconduct; and (b) no Cause of Action against any insurer arising out of or relating to matters for which the Debtors would otherwise be liable or suffer an insurable loss will be released, including without limitation, any Cause of Action against the Debtors' directors and officers insurance carrier(s). For the avoidance of doubt, any releases of James B. Anthony, Lucas Anthony or Timothy Cherry are each conditioned upon the satisfaction by James B. Anthony of the following: (a) he becomes a D&O Releasee; and (b) he and any non-Debtor affiliates he directly or indirectly owns or controls: (i) waive and release any and all claims of any kind against the Debtors; (ii) transfer and convey to the Debtors or to the Plan Sponsor all real property, personal property and other assets used by the Debtors, or necessary to operate the businesses of the Debtors, or which is necessary to satisfy any condition precedent under the Plan or the Asset Purchase Agreement; (iii) fully cooperate with the transfer of the Acquired Assets, the Sale and the orderly transition of the Debtors' businesses to the Plan Sponsor; (iv) do not object to or oppose confirmation of the Plan; (v) vote to accept the Plan to the extent he or any of them hold a Claim entitled to vote, and (vi) otherwise cooperate fully with the consummation of the Plan~~.~~, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement.

(b) Releases by Holders of Claims and Interests. Effective as of the Effective Date, and except as otherwise provided in the Plan or the Confirmation Order, to the fullest extent permitted under applicable law, in consideration for the obligations of the Persons set forth below under the Plan and, if applicable, the Cash, securities, contracts, releases and other agreements or documents to be delivered in connection with the Plan, each Holder of a Claim or Interest who votes in favor of the Plan or is presumed to have voted in favor of the Plan pursuant to section 1126(f) of the Bankruptcy Code will be deemed to have forever waived and released (i) the Debtors, (ii) the Liquidation Trustee, (iii) the Liquidating Trust, (iv) the Releasees, and (v) the D&O Releasees from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of such Holders of Allowed Claims under the Plan to enforce the Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder), whether for tort, contract, violations of federal or state securities laws, or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event or other occurrence, including actions in connection with indebtedness for money borrowed by the Debtors, taking place on or prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, or the Plan; provided, however, that this Section 10.03(b) will not release any Releasees or the D&O Releasees from liability for

acts of gross negligence or willful misconduct or any Causes of Action held by a Governmental Unit existing as of the Effective Date based on (i) any criminal laws of the United States or any domestic state, city or municipality or (ii) sections 1104-1109 and 1342(d) of ERISA. For the avoidance of doubt, ~~James B. Anthony is not being released by unless: (a) he becomes a D&O Releasee; and (b) he and any non-debtor Affiliates he directly or indirectly owns or controls: (i) waive and release any and all claims of any kind against the Debtors; (ii) transfer and convey to the Debtors or to the Plan Sponsor all real property, personal property and other assets used by the Debtors, or necessary to operate the businesses of the Debtors, or which is necessary to satisfy any condition precedent under the Plan or the Asset Purchase Agreement; and (iii) fully cooperate with the transfer of the Acquired Assets, the Sale and the orderly transition of the Debtors' businesses to the Plan Sponsor. Any~~any releases of James B. Anthony, Lucas Anthony or Timothy Cherry (pursuant to this Plan Section 10.03(b)) are each conditioned upon the satisfaction by James B. Anthony of the following: (a) he becomes a D&O Releasee; and (b) he and any non-Debtor affiliates he directly or indirectly owns or controls: (i) waive and release any and all claims of any kind against the Debtors; (ii) transfer and convey to the Debtors or to the Plan Sponsor all real property, personal property and other assets used by the Debtors, or necessary to operate the businesses of the Debtors, or which is necessary to satisfy any condition precedent under the Plan or the Asset Purchase Agreement; (iii) fully cooperate with the transfer of the Acquired Assets, the Sale and the orderly transition of the Debtors' businesses to the Plan Sponsor; (iv) do not object to or oppose confirmation of the Plan; (v) vote to accept the Plan to the extent he or any of them hold a Claim entitled to vote, and (vi) otherwise cooperate fully with the consumption of the Plan, including without limitation, executing and delivering any settlement agreement and complying with any and all conditions of any settlement agreement.

VI. EXHIBIT 1 TO THE PLAN - SCHEDULE OF ASSUMED CONTRACTS

1. The Schedule of Assumed Contracts has been amended as reflected on Exhibit 1 to the Plan, as modified, attached hereto as Exhibit A.

[*signature follows*]

Dated: July 27, 2012

Respectfully submitted,

/s/ Däna Wilkinson
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-and-

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