

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
CORNERSTONE INVESTMENTS, INC.

PROOF OF CLAIM

In re
Cornerstone Ministries Investments, Inc

Case Number
08-20355-reb

NOTE See Reverse for List of Debtors/Case Numbers/ important details This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503

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

Name of Creditor and Address the person or other entity to who the debtor owes money or property

14327826003261
RICHARD D BARRETT
101 SANTEE RIVER RD
MYRTLE BEACH SC 29588

Check box if you have never received any notices from the bankruptcy court or BMC Group in this case

Check box if this address differs from the address on the envelope sent to you by the court

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file again
THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number (843) 650-6179

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

Check this box if you are the debtor or trustee in this case

Check here replaces a previously filed claim dated _____ or amends claim number (see reverse) _____

Payment Telephone Number ()

1 AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 31,588.55

If all or part of your claim is secured complete item 4c below however if all of your claim is unsecured do not complete item 4c
If all or part of your claim is entitled to priority complete item 4b

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

2 BASIS FOR CLAIM

(See instructions #2 and #3a on reverse side)

3 LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR Bond# 8819

3a Debtor may have scheduled account as

4 CLASSIFICATION OF CLAIM

4a UNSECURED NONPRIORITY CLAIM

Total unsecured nonpriority claim \$ 31,588.55

DO NOT include the priority portion of your unsecured claim here

4b UNSECURED PRIORITY CLAIM

Total unsecured priority claim \$

Include ONLY the priority portion of your unsecured claim here

Check this box ONLY if you have an unsecured claim all or part of which is entitled to priority

You MUST specify the priority of the claim

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)
- Wages salaries or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier 11 U.S.C. § 507(a)(4)
- Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5)

- Up to \$2,425 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U.S.C. § 507(a)(7)
- Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8)
- Other Specify applicable paragraph of 11 U.S.C. § 507(a)()

Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

4c SECURED CLAIM (See instruction #4c on reverse side)

Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information

Total secured claim \$

DO NOT include the priority or unsecured portion of your claim here

Nature of property or right of setoff

- Real Estate Motor Vehicle
- Other

Value of Property \$ Annual Interest Rate %

Amount of arrearage and other charges at time case filed included in secured claim if any \$ Basis for Perfection

5 CREDITS The amount of all payments on this claim has been credited for the purpose of making this proof of claim

6 SUPPORTING DOCUMENTS Attach redacted copies of supporting doc such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements You may also attach a summary Attach redacted copies of evidence of perfection of a security interest (See definition of redacted on reverse side) If the documents are not available please explain

7 DATE-STAMPED COPY

DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING

To receive an acknowledgment of the filing of your claim enclose a stamped self addressed envelope and copy of this proof of claim

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before the Bar date

THIS SPACE FOR COURT

FILED

JUN 06 2008

BMC

BY MAIL TO
Cornerstone Ministries Investments Inc
c/o BMC Group
PO Box 900
El Segundo CA 90245 0900

BY HAND OR OVERNIGHT DELIVERY TO
Cornerstone Ministries Investments Inc
c/o BMC Group
1330 East Franklin Ave
El Segundo CA 90245

DATE
5-23-08

SIGNATURE The person filing this claim must sign it Sign and print name and title if any of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above Attach copy of power of attorney if any

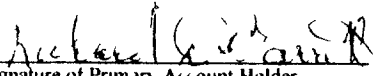
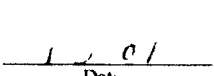
Richard D Barrett Richard D Barrett



Wellstone Securities, LLC Member NASD & SIPC
6030 Bethelview Road, Suite 101, Cumming, GA 30040
New Account Form

Copy

Account Information								
Account Name <input type="checkbox"/> Dr <input checked="" type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Institutional <i>Richard D Barrett</i>					Social Security or Tax ID Number [REDACTED] <i>ccc1</i>			
Joint Account Name/Name of Minor if Custodial Account () Joint Custodial <input type="checkbox"/> Dr <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Institutional					Joint Account Holder or Minor's Social Security #			
Primary DOB <i>11-27-31</i>	Primary Citizenship	Joint/Minor's DOB	Joint/Minor's Citizenship	Joint or Minor's Relationship to Primary				
Home Telephone Number <i>813 696 6119</i>	Business/Cell Phone Number <i>11/a</i>		Email Address					
Legal Address of Primary Account Holder <i>Richard D Barrett</i>	City <i>101 Myrtle Beach</i>	State <i>SC</i>	Zip Code <i>29585 119</i>					
Mailing Address (if different from Legal Address)	City	State	Zip Code					
Legal Address of Joint Account Holder	City	State	Zip Code					
Marital Status			Dependents					
<input checked="" type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed			Total Dependents <i>1</i>	Ages of Dependents <i>75</i>				
Employment Information (for personal accounts only. If self-employed, state nature of business)								
Employed By <i>Retired</i>		Occupation (or Retired/Student)		Business Address				
Joint Account Holder Employed By		Joint Occupation (or Retired/Student)		Business Address				
Are you or a member of your family affiliated with work for or retired from a member firm of a stock exchange or the NASD Inc. or are you a senior officer of a bank, S&L, insurance company, registered advisory firm, or other like account or a person in the securities department of any of the above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, list company name and relationship</i>								
Investment Profile (This information is mandatory. Please use combined figures if joint account)								
Investment Objectives (check one)								
<input type="checkbox"/> Preservation of Capital. Indicates that investor values being able to receive the return of principal over potential income or capital appreciation. Investor is willing to accept opportunity risks. Long term rates of return are expected to be significantly lower than general market returns in equity or fixed income markets.								
<input checked="" type="checkbox"/> Income. Seeks a regular return on investments in the form of interest and/or dividend payments with a secondary need to preserve the amount of principal invested. Risks include loss of principal particularly if the investment must be liquidated upon short notice.								
<input type="checkbox"/> Capital Appreciation/Growth. Indicates that investor wants to grow investment portfolio over a period of five or more years. Investing for growth involves risk of loss of principal due to market fluctuation as well as market appreciation. Should be able to accept both financially and emotionally short term declines in the value of positions while seeking long term gains.								
<input type="checkbox"/> Speculation. Seeks realized gains on short-term movements in securities prices. Has a very high tolerance for risk. The speculative investor needs to understand that there is a significant risk of loss of principal from day to day and needs to be able to accept this both financially and emotionally.								
Risk Tolerance (check one)								
<input checked="" type="checkbox"/> Conservative. Low tolerance for risk. Preservation of capital is often a major consideration. Investor should be willing to limit or forego capital appreciation opportunities or higher income returns in order to protect investment capital.								
<input type="checkbox"/> Moderate. Investor has the financial resources and investment experience to accept a modest amount of risk in order to achieve capital appreciation or higher income returns. Investor should be able to accept some loss of capital in seeking to meet investment goals.								
<input type="checkbox"/> Aggressive. Investor seeks the most capital appreciation or a higher income return and who is financially able and willing to risk losing a substantial portion of investment capital to achieve investment objectives. Investment experience and knowledge of investment and strategies are important factors.								
Knowledge & Experience		<input checked="" type="checkbox"/> None	<input type="checkbox"/> Limited	<input type="checkbox"/> Average	<input type="checkbox"/> Extensive	Number of Years	Tax Bracket	%
Stocks/Bonds		<input checked="" type="checkbox"/>					Do you have accounts at other Brokerage Firms? (if yes please indicate what firms)	
Mutual Funds		<input type="checkbox"/>		<input checked="" type="checkbox"/>				
UII's		<input checked="" type="checkbox"/>						
Annuities		<input type="checkbox"/>		<input checked="" type="checkbox"/>				
Commodities		<input type="checkbox"/>	<input checked="" type="checkbox"/>					
Check Appropriate Boxes		\$0-\$49,999	\$50-\$99,999	\$100-\$199,999	\$200-\$499,999	\$500-\$999,999	Over \$1,000,000 Enter Amnt	
Annual Income		<input checked="" type="checkbox"/>						
Liquid Net Worth								
Net Worth (excl. residence)								
Source of Funds for this investment		<input checked="" type="checkbox"/> Cash Savings	<input type="checkbox"/> Earned Income	<input type="checkbox"/> Gift	<input type="checkbox"/> Life Insurance/Annuity	<input type="checkbox"/> Liquidation of Securities	<input checked="" type="checkbox"/> Other <i>101k</i>	
Bank/Branch		City			State		Account Number	
<p><i>Please have the client(s) sign and date the following statement should any part of the Investment Profile be declined to be completed</i></p> <p><input type="checkbox"/> Client declines to provide financial data. <input checked="" type="checkbox"/> Client acknowledges and accepts responsibility for the fact that failure to provide such data will impair broker-dealer's ability to make recommendations that it believes are suitable for client based on client's financial situation and needs.</p>								
<i>Richard D Barrett</i>		<i>11/21</i>						
Primary Account Holder		Date		Joint Account Holder		Date		
(I decline to provide financial data)				(I decline to provide financial data)				
THE SECOND PAGE OF THIS APPLICATION MUST BE SIGNED BY ALL ACCOUNT HOLDERS								

Account Type			
Individual Joint TWR0S Joint TIC Keogh Custodian	Individual IRA Roth Contributory IRA Roth Conversion IRA SEP IRA Simple IRA	Estate (include estate papers) Trust (include copy of trust) Corporation (include resolution) Partnership (include agreement) Investment Club (include agreement)	Pension/Profit Sharing Advisor or Outside Managed Other _____
Name(s) and Title(s) of person authorized to open this account		Name(s) and Title(s) of person authorized to enter orders	
State Issued ID Information		Institutional Verification	
Type of Government Picture ID <input checked="" type="checkbox"/> Drivers License License Number _____ Passport Military ID State of Issue _____ Other _____	Type of documentation provided Registered Articles of Incorporation Trust Instrument Valid Business License Certified Copy of Corporate Resolution Partnership Agreement		
ARBITRATION AGREEMENT			
<p>Any controversy arising out of or relating to my/our accounts to transactions with or for me/us or to this agreement or breach thereof shall be settled by arbitration pursuant to the law of the State of Georgia to be held at a location in Georgia in accordance with the rules of the Board of Governors of the National Association of Securities Dealers then in effect. Notice preliminary to in conjunction with or by the arbitrators may be entered in any court having jurisdiction thereof without notice to me/us. Neither this arbitration agreement nor any provision thereof can be amended or waived except by a writing signed by both myself and a principal executive officer of Wellstone Securities LLC. No person shall bring a punitive class who has not opted out of the class with respect to any claims encompassed by the punitive class who has not opted out of the class with respect to any claims encompassed by the punitive class action until (i) the class certification is denied or (ii) the class is decertified or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.</p> <p>a) All parties to this agreement are giving up the right to sue each other in court including the right to a trial by jury except as provided by the rules of the arbitration forum in which a claim is filed</p> <p>b) Arbitration awards are generally final and binding a party's ability to have a court reverse or modify an arbitration award is very limited</p> <p>c) The ability of the parties to obtain documents witness statements and other discovery is generally more limited in arbitration than in court proceedings.</p> <p>d) The arbitrators do not have to explain the reason(s) for their award</p> <p>e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry</p> <p>f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases a claim that is ineligible for arbitration may be brought in court</p> <p>g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement</p>			
CUSTOMER AGREEMENT and DISCLOSURE STATEMENT			
<p>To Wellstone Securities LLC In consideration of Wellstone opening one or more accounts on my behalf I warrant and agree to be bound by all of the following representatives and disclosures: 1) I understand Wellstone is a Broker/Dealer registered with the National Association of Securities Dealers (NASD) and is a member of the Securities Investor Protection Corporation (SIPC) 2) I possess the required legal capacity and I am authorized to enter into this Customer Agreement and Disclosure Statement (Agreement) and I further represent that unless otherwise disclosed to Wellstone by separate written notice I am not an officer director or ten (10) percent or more shareholder or employee of any securities firm exchange bank trust company insurance company or any corporate firm or individual acting as a securities broker or dealer nor am I an officer director or ten (10) percent or more shareholder of any publicly traded company 3) I appoint Wellstone my agent for the purpose of carrying out my directions with respect to the purchase or sale of securities and as such Wellstone is authorized to open or close brokerage accounts place and withdraw orders and take such other steps as are reasonable to carry out my directions 4) I understand my Registered Representative (Rep) who is shown below has engaged Wellstone solely to make offers to buy or sell securities and Rep has no express implied or apparent authority to contract on behalf of Wellstone 5) I warrant that Rep will only be empowered to place an order for my account upon my direction or the direction of my authorized delegate who shall be a Wellstone Rep unless I have signed a Wellstone Power of Attorney form giving the Rep specified authority Before any securities order is placed I or my authorized delegate will review my financial condition and objective shown on page one of the New Account Form Should an order be placed for a security in a greater relative risk category than I marked for pre approval please accept such order as an automatic amendment of my objectives 6) I understand securities contain risks and that many variable conditions including but not limited to market and economic fluctuations may have a substantial negative effect on the value of my securities positions Furthermore I represent to Wellstone that I am willing to assume these risks and I am in fact financially able to bear these risks I also understand I have an affirmative obligation to notify Wellstone in writing should my financial condition adversely change or should my objectives become more conservative from what is shown on the above New Account Form</p> <ul style="list-style-type: none"> I understand that Wellstone Securities, LLC will be verifying my identity as federal law requires under Section 326 of the USA Patriot Act I have read and understand the Wellstone Securities LLC predispute arbitration agreement as outlined above I have received a copy of the privacy policy for Wellstone Securities LLC 			
 Signature of Primary Account Holder		 Signature of Joint Account Holder	
Date		Date	
Registered Representative Name		Representative Number	
Jayme S Sickert		SJ03	
Registered Representative Signature		Date	
Principal Approval Name		Representative Number	
Principal Signature		Date	

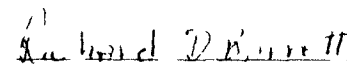
Acknowledgement Form for Cornerstone Ministries Investments, Inc. Bonds

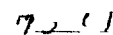
In consideration of my investment in the bond (also called a certificate of indebtedness) offered by Cornerstone Ministries Investments, Inc. (herein referred to as "CMI") I acknowledge the following:

- 1) **I understand that I am buying a corporate bond (certificate of indebtedness) issued by Cornerstone Ministries Investments, Inc.** The bonds are not guaranteed or secured and are general obligations of Cornerstone Ministries Investments, Inc. However, I understand that the loans in the portfolio are secured by first and/or second mortgages on the underlying real property. I am not buying a certificate of deposit (CD) or other types of bank obligations.
- 2) **I have received and read the effective prospectus, including the "Risk Factors" disclosed therein. I understand the following:**
 - a) **CMI lends to churches and other non-profit projects that are dependent on contributions or other income from ministries.** These projects could suffer a decline in contributions. If loan payments to CMI are delayed or uncollectible, CMI may not be able to pay investors on time.
 - b) **CMI could become unable to pay current interest, dividends, or principal repayments to investors if CMI takes over property for nonpayment and resells it.** Each borrower must demonstrate to CMI its ability to pay interest and repay the principal in cash in accordance with the loan terms. However, a loan foreclosure could happen, causing a loss of money because of the time and cost involved in selling the property. In its over nineteen-year history, CMI has not been forced to foreclose on any loans.
 - c) **CMI could lose income, or suffer loss on the sale of a property, if an uninsured event occurs.** CMI requires comprehensive and extended insurance coverage on all buildings that secure their loans. However, insurance is often not available for certain types of losses.
 - d) **As with any company working in real estate, CMI could incur unexpected liability and/or costs due to environmental and regulatory laws or issues.**
 - e) **CMI lends in smaller amounts, to borrowers in earlier stages of development, than conventional lenders.** Therefore, CMI's loans are more costly to administer and may have higher risks of nonpayment than loans made by conventional lenders.
 - f) **A delay or inability to refinance a loan could reduce CMI's cash flow below their ability to pay interest and principal on certificates (bonds) or dividends on common stock.**
 - g) **CMI receives cash from loan repayments, fees earned, and from the sale of common stock and certificates (bonds).** A schedule of the years of maturity and amounts of CMI's certificates outstanding is contained in the prospectus.
 - h) **There is no public market for the bonds in this offering.** There is no secondary trading market for bonds issued by CMI, and it is unlikely that one will develop. It may be difficult to recoup the principal investment in a CMI 8.25% five-year bond.
- 3) **Redemption:** I understand that owners of the five-year bonds may not redeem their bonds for cash before the maturity date. However, Cornerstone may consider a request for early redemption based on hardship or exceptional need for owners of bonds held for more than one year from the purchase date. If I choose to redeem, I would be subject to an early payment fee equal to six months of interest.
- 4) **I understand that any tax advice should come from my accountant, CPA, or tax consultant.** The registered representatives of Wellstone Securities LLC, Wellstone Securities, LLC, the company, nor Cornerstone Ministries Investments, Inc. give tax or legal advice. I will consult with my own tax or legal advisor as I see fit.
- 5) **I have met my needs and objectives.** I fully understand the nature of this investment. I have determined that this investment is appropriate for my needs and objectives.

I have read and understand the disclosures made above. I also acknowledge that my Wellstone Securities representative has explained these disclosures to me prior to my purchase.


Signature of Investor


Printed Name


Date

Signature of Joint Investor

Printed Name

Date

Signature of Representative


Representative Name

Date

CORNERSTONE
Ministries Investments, Inc

2450 ATLANTA HIGHWAY, SUITE 903
CUMMING, GA 30040
(678) 455-1100

Statement
As Of 12/31/2007

Copy

Richard D Barrett
101 Santee River Rd
Myrtle Beach SC 29588

BROKER

BOND #	ISSUE DATE	MAT DATE	INT RATE	INT PAID	PRINCIPAL	UNPAID ACCD INT	VALUE
8819	03/15/2007	01/01/2012	9 00%	Semi-Annually	30,000 00	1,342 50	31,342 50
DEBT TOTALS					30,000 00	1,342 50	31,342 50
