

UNITED STATES BANKRUPTCY COURT District of South Carolina		PROOF OF CLAIM
Name of Debtor: The Cliffs at Keowee Falls Golf & Country Club, LLC	Case Number: 12-01229	
<small>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.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Kevin McCabe		COURT USE ONLY
Name and address where notices should be sent: 42 Whipoorwill Crossing Armonk, NY 10504 Telephone number: (917) 861-2780 email: kmccabe@quarrygrp.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<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.
1. Amount of Claim as of Date Case Filed: \$ <u>100,000.00</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>Membership Deposit for Club Membership</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 0 5 1 9	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. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ 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: \$ _____
<small>*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.</small>		
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, I am a guarantor, surety, indorser, or other codebtor.
 (Attach copy of power of attorney, if any.) or their authorized agent. (See Bankruptcy Rule 3005.)
 (See Bankruptcy Rule 3004.)

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: Kevin McCabe
 Title: _____
 Company: _____
 Address and telephone number (if different from notice address above): _____

 2/5/12
 (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. 11 U.S.C. §§ 1152 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.

SIGNED BY COMMUNITY CONCEPTS

THE CLIFFS AT KEOWEE FALLS SOUTH

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (this "Contract") dated effective the 28th day of June, 2006, is executed by Camp Keowee, LLC, a South Carolina limited liability company, and/or its assigns ("Seller") and _____, ("Purchaser," whether one or more).

1. PURCHASE.

(1) Property. Seller hereby agrees to sell and Purchaser hereby agrees to buy for the price, and on the terms and conditions set forth in this Contract, the lot depicted as Residential Unit # 5 on the site plan attached as Exhibit A (the "Lot") within The Cliffs at Keowee Falls South (the "Project") located in the planned community known as "The Retreat" (the "Community"), in Oconee County, South Carolina, together with a dwelling unit to be constructed on the Lot (the "Residence") (the Lot and Residence sometimes collectively referred to as the "Property").

Purchaser acknowledges and agrees that Seller reserves the right to modify the lot lines and dimensions of the Lot in accordance with a plat to be recorded in the office of the Register of Deeds of Oconee County, South Carolina depicting the Lot (the "Plat").

(2) Plans and Specifications. Seller shall construct the Residence substantially in accordance with Seller's plans and specifications applicable to the Residence. Complete copies of the floor plans, elevations and specifications for the Residence are attached hereto as Exhibits B and C (the "Plans and Specifications"). Purchaser hereby acknowledges that Purchaser has approved the Plans and Specifications applicable to the Residence.

(3) Title in Purchaser. If Purchaser is comprised of two or more individuals, Purchaser will take title to the Property as (check one) _____ joint tenants with right of survivorship, or _____ tenants in common or _____.

2. PURCHASE PRICE AND METHOD OF PAYMENT.

(i) Purchase Price. The total purchase price of the Property (the "Purchase Price") shall be Nine Hundred Forty Five Thousand Dollars (\$ 945,000), which amount is itemized as follows:

Purchase Price	<u>\$ 945,000</u>
Earnest Money Deposit (20%) due at Contract Signing	<u>\$ 189,000</u>
Balance Due at Closing	<u>\$ 756,000</u>

EXHIBIT E

AMENITIES INFORMATION SUPPLIED BY MASTER DEVELOPER

THIS ADDENDUM is executed by and between The Cliffs Golf & Country Club, Inc. in behalf of The Cliffs Club (the "Club") and the "Seller" and the "Purchaser" of a single-family property in the Cliffs community, and is an amendment of and addition to that certain Real Estate Sale and Purchase Agreement between the Seller and Purchaser. Purchaser hereby acknowledges that the amenities of the Cliffs Communities are not owned or controlled by the Seller, and therefore this contract is not inclusive of Membership Privileges and does not give any rights to the amenities located on or near the Cliffs Communities. The Purchaser does have the rights of any other Cliffs Property owner in that the Purchaser is guaranteed the availability of a Cliffs Membership if the application and the membership deposit for said Cliffs Membership are received within thirty (30) days of the date following the Closing of the Residence. The privileges associated with said Cliffs Membership are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify such privileges at its discretion. The Purchase price of The Retreat Unit 5 includes a \$25,000 Membership contribution to be applied to Purchaser's total Membership deposit for either a Full Golf Membership or Family Membership as defined below. Purchase price also includes either a \$15,000 dues credit towards a Full Golf Membership or a \$5,000 dues credit towards a Family Membership, depending on which Membership is applied for by Purchaser. If Purchaser chooses not to apply for a Cliffs Membership or is not accepted by The Cliffs for Membership, any and all Membership contributions shall be retained by Seller. Purchase Price also includes a One Year Pinnacle Care Membership.

- (a) Full Golf Membership. The ability to acquire permanent golf privileges is reserved to those who elect to acquire a Cliffs Full Golf Membership. Acquisition of a Cliffs Full Golf Membership is subject to availability at the time Purchaser may wish to acquire one, but Purchaser is guaranteed the availability of a Cliffs Full Golf Membership if the application and Membership deposit of \$100,000 is received within thirty (30) days following the Residence closing. If the Purchaser wants its resale buyer of the Property in a re-sale transaction to be guaranteed the ability to acquire a Cliffs Membership, following the Purchaser's membership resignation and the Club's re-issuance of the resigned Membership to its resale buyer at the resale closing pursuant to the requirements of the Club's Membership Plan, the Purchaser must acquire the Cliffs Membership. A Full Golf membership is subject to availability at all times as determined by the Club. Purchaser's monthly membership dues will commence with the issuance of the Membership (upon receipt of application and deposit), and the monthly dues may change at the Club's sole discretion.
- (b) Family Membership. Upon making application and funding the required deposit of \$50,000 within thirty (30) days following the Residence closing, Purchaser will be issued a Cliffs Family Membership in the Club. Monthly membership dues will commence with the issuance of the membership to the Purchaser, and the monthly dues may change at the Club's sole discretion.
- (c) Club's Membership Plan. The governing documents of the Club require that upon resale of the Property, all of Purchaser's membership privileges in the Club must be resigned. When Purchaser sells the Property, and so long as Purchaser is a Club member in good standing, Purchaser will be entitled to a refund equal to one hundred percent (100%) of the initiation deposit made for membership in the Club. If the resale buyer of the property wishes a Membership, s/he will have to acquire a membership directly from the Club at the then prevailing rates.

March 5, 2012

BMC Group, Inc.
Attn: The Cliffs Club & Hospitality Group, Inc.
Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

Ladies and Gentlemen:

I enclose claim relating to the Cliffs Clubs bankruptcy process. I am a club member at Keowee Falls South and be in their records with respect to my membership deposit. However, for you records, I also enclose the cover page and Exhibit E from my real estate purchase contract. Please let me know if you need additional information to substantiate my claim.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'K. McCabe', with a long horizontal flourish extending to the right.

Kevin A. McCabe

From: (917)861-2780
Kevin McCabe
The Quarry Group, Inc.
42 Whippoorwill Crossing

Origin ID: ANIA



012101112190225

Amonk, NY 11054

Ship Date: 05MAR12
Act/Wgt: 1.01LB
CAD: 8785408/NET:3250

Delivery/Address Bar Code



RECEIVED

MAR 06 2012

BMC GROUP

SHIP TO: (952) 404-5700

BILL SENDER

Cliffs Club Claims Processing
BMC Group, Inc.
18675 LAKE DR E

CHANHASSEN, MN 55317

Ref.# Cliffs
Invoice#
PO#
Dept#

TUE - 06 MAR A1
STANDARD OVERNIGHT

TRK# 7981 2896 6712

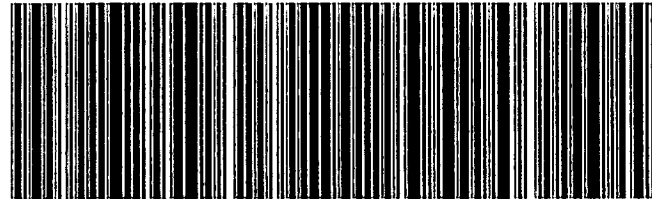
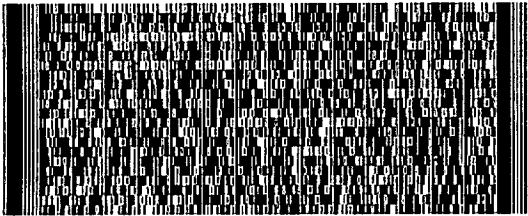
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After printing this label:

1. Use the "Print" button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.