

UNITED STATES BANKRUPTCY COURT District of South Carolina		PROOF OF CLAIM
Name of Debtor: The Cliffs at Keowee Falls South Golf and Country Club, LLC		Case Number: 12-01229
NOTE: <i>Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Guy S. Fasciana and Jane V. Gwinn		COURT USE ONLY
Name and address where notices should be sent: 104 Barksdale Greene Greenville, SC 29607		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(if known)</i> Filed on: _____
Telephone number: (864) 616-9470 email: quyfasciana@gmail.com		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: _____ email: _____ <div style="text-align: center; font-size: 24px; font-weight: bold;">RECEIVED</div> <div style="text-align: center; font-size: 24px; font-weight: bold;">MAR 15 2012</div> <div style="text-align: center; font-size: 24px; font-weight: bold;">BMC GROUP</div>		
1. Amount of Claim as of Date Case Filed: \$ <u>75,000.00</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 Golf Club Membership</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. (See Bankruptcy Rule 3005.)
 (Attach copy of power of attorney, if any.) (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: Guy S. Fasciana and Jane V. Gwinn
 Title: _____
 Company: _____
 Address and telephone number (if different from notice address above): _____

 Telephone number: _____ email: _____

Guy S. Fasciana 3-10-12
 (Signature) (Date)
Jane V. Gwinn 3-10-12

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.

DEFINITIONS

INFORMATION

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of 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.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

A. Settlement Statement

U.S. Department of Housing and Urban Development

B. Type of Loan			
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case #
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins. 6. <input type="checkbox"/> Construction	CLO-03-446	0326001012	

C. Note: This is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Purchaser JGGF, LLC 104 Barksdale Greene Greenville, SC 29607	E. Name and Address of Seller Keowee Falls Investment Group, LLC 1712 Highway 11 Landrum, SC 29356	F. Name and Address of Lender Wachovia Bank, N.A. P.O. Box 969 Greenville, SC 29602
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G. Property Location Lot 55, Timberbluff Way, Section: Azalea Ridge, Keowee Falls South, Oconee County	H. Settlement Charles G. Hofstra, Attorney at Law Place of Settlement 1212 Haywood Rd., Suite 400-A Greenville, SC 29615	I. Settlement Date 9/30/03
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J. Summary of Purchaser's Transaction	K. Summary of Seller's Transaction
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100. Gross Amount Due From Purchaser		400. Gross Amount Due To Seller	
101. Contract sales price	169,000.00	401. Contract sales price	169,000.00
102. Cliffs KFS Golf & Country Club Membership	75,000.00	402. Cliffs KFS Golf & Country Club Membership	75,000.00
103. Settlement charges to Purchaser (line 1400)	1,895.90	403.	
104.		404.	
105.		405.	

Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110. 2003 County Taxes paid by seller @ year end		410. 2003 County Taxes paid by seller @ year end	
111. Prorated 9/30/03 to 12/31/03	25.21	411. Prorated 9/30/03 to 12/31/03	25.21
112.		412.	

120. Gross Amount Due From Purchaser	245,921.11	420. Gross Amount Due To Seller	244,025.21
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200. Amounts Paid By Or In Behalf Of Purchaser		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money	2,500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	64,320.00	502. Settlement Charges to seller (line 1400)	116,591.17
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Release of mortgage loan to NBSC	92,950.00
205. Prepaid Finance Charge - POC by Lender	(320.00)	505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	

Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1/1/03 to 9/30/03		511. County taxes 1/1/03 to 9/30/03	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Purchaser	66,500.00	520. Total Reduction Amount Due Seller	209,541.17

300. Cash At Settlement From/To Purchaser		600. Cash At Settlement To/From Seller	
301. Gross Amount due from Purchaser (line 120)	245,921.11	601. Gross amount due to seller (line 420)	244,025.21
302. Less amounts paid by/for Purchaser (line 220)	66,500.00	602. Less reductions in amount due seller (line 520)	209,541.17
303. Cash XX From To Purchaser	179,421.11	603. Cash XX To From Seller	34,484.04

SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in Blocks E, G, H, and I, and on line 401 (or, if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

L. Settlement Charges

700. Total Sales/Broker's Commission based on price \$ 169,000.00 @ 10.0 % = \$ 16,900.00			
Division of Commission (line 700) as follows:			
701. \$ 16,900.00	to Cliffs Real Estate Inc.		
702. \$	to		
703. Commission paid at Settlement			
704.			16,900.00
800. Items Payable In Connection With Loan			
801. Loan Origination Fee	% to		
802. Loan Discount	% to		
803. Appraisal Fee (conventional)	to Marie Looper - Upstate Appraisal		
804. Credit Report	to	325.00	
805. Wire Transfer Fee			
806. Mortgage Insurance Application Fee to (VA & FHA)			
807. Flood Cert. Fee to			
808. Tax Service Fee to			
809. Commitment Fee			
810. Prepaid Finance Charge	\$320.00 / POC by Lender		
811.			
900. Items Required By Lender To Be Paid In Advance			
901. Interest from	to @ \$ /day		
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for	One (1) years to		
904.			
1000. Reserves Deposited With Lender			
1001. Hazard Insurance	months @ \$ per month		
1002. Mortgage Insurance	months @ \$ per month		
1003. City property taxes	months @ \$ per month		
1004. County property taxes	months @ \$ per month		
1005. Annual assessments	months @ \$ per month		
1006.			
1007.			
1008. Aggregate Adjustment			
1100. Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to Charles G. Hofstra for R.E.I.S., Inc.	186.00	
1103. Document Preparation (Deed) to Olson, Smith, Jordan & Cox, P.A.			125.00
1104. Title Insurance Binder to Charles G. Hofstra as Agent for Chicago Title Insurance Co.		95.00	
1105. Document Preparation (Partial Mortgage Release) to Charles G. Hofstra, P.A.			125.00
1106. Document Preparation (Limited Power of Attorney) to Charles G. Hofstra, P.A.		75.00	
1107. Attorney's fees	to Charles G. Hofstra, P.A.	475.00	
(includes above items numbers:)			
1108. Title Insurance	to Chicago Title Insurance Company	549.90	
(includes above items numbers:)			
1109. Lender's Coverage	\$ 64,320 (\$187.50)		
1110. Owner's Coverage	\$169,000 (\$362.40)		
1111. Postage, copies, faxing		45.00	
1112. Overnight Courier: Partial Mtg. Release to NBSC			15.00
1113. Overnight Courier to Olson, Smith, Jordan & Cox, P.A.			15.00
1200. Government Recording and Transfer Charges			
1201. Recording fees: Deed \$ 10.00 ; Mortgage \$ 20.00 ; Release \$		30.00	
1202. City/county/tax/stamps: Deed \$; Mortgage \$			
1203. State tax/stamps: Deed \$ 625.30 ; Mortgage \$			625.30
1204. Recording Fee: Partial Release			10.00
1205. Recording Fee: Limited Power of Attorney		15.00	
1300. Additional Settlement Charges			
1301. Prepaid Club Dues Credit to Cliffs at Keowee Falls South Golf & Country Club			15,000.00
1302. 1% Charitable Contribution to Cliffs Charity Fund (based on lot sales price of \$169,000)			1,690.00
1303. Membership to Cliffs KFS Golf and Country Club			75,000.00
1304. Working Capital to Keowee Falls Property Owners Association	100.00		
1305. Infrastructure Escrow to Nixon, Pruitt, Jacob & Pollard			7,085.87
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		1,895.90	116,591.17

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

JGGF, LLC
 By: Greg S. Fascian (Member)
 By: Janice V. Guerin (Member)
 Purchasers Greg S. Fascian, POA

Keowee Falls Investment Group, LLC
 By: Sandra Dyer
 Title: Authorized Agent
 Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.



**THE CLIFFS AT KEOWEE FALLS SOUTH GOLF & CLUNTRY CLUB
KEOWEE FALLS SOUTH GOLF ENROLLMENT FORM**

This is to certify that **Guy Fasciana & Jane Gwinn** have made application for membership in the CLIFFS GOLF AND COUNTRY CLUB. The membership classification applied for is Keowee Falls South Golf membership. It is acknowledged that the applicant has submitted a payment of **Seventy-five thousand dollars (\$75,000)**.

The following is the scheduled due dates and amounts of future payments:

Due at Closing

By signing this form, the Member(s) acknowledges, as a matter of record, the type of Membership classification, and its privileges, and the refund value of initiation deposit paid in the event of resignation or transfer of membership. Furthermore, the Member(s) has received a copy of the club by-laws, rules and regulations, and has an understanding of the same.

MEMBERSHIP CLASSIFICATION:	Keowee Falls South Golf
MEMBERSHIP ACCOUNT NUMBER:	F141
INITIATION DEPOSIT PAID:	\$75,000
TOTAL FEES PAID:	\$75,000
PROPERTY REFERENCE:	Section <u>Azalea Ridge-1</u> Lot <u>55</u>
DATE:	October 1, 2003

10.1.03

Date

Guy Fasciana

Member Signature

Patt M. Fero

Patt M. Fero

VP, Club & Community Relations

The Cliffs at Keowee Falls South Golf Club

10-3-03

Date

Jane Gwinn

Member Signature

Mimsy DeMars

Mimsy DeMars

Manager, Membership Services

The Cliffs at Keowee Falls South Golf Club

~ The Cliffs Clubs ~

The Cliffs at Glassy, Cliffs Valley, The Cliffs at Keowee Vineyards and The Cliffs at Walnut Cove
250 Knightsridge Road, Travelers Rest, South Carolina 29690

864-660-1100

www.cliffscommunities.com

**THE CLIFFS AT KEOWEE FALLS SOUTH GOLF & COUNTRY CLUB
MEMBERSHIP AGREEMENT**

I have received and reviewed official club documents, specifically The Cliffs at Keowee Falls South Golf and Country Club constitution and by-laws, rules and regulations (as modified June 1, 1999), outlining the Keowee Falls South Membership Program. I agree to participate and become enrolled as a member of The Cliffs at Keowee Falls South Golf and Country Club, which is managed and operated by The Cliffs Golf and Country Club, Inc. and agree to pay the applicable membership fees in the amount(s) indicated below:

	<u>Membership Classification</u>	<u>Membership Fees</u>
_____	Keowee Falls South Social Athletic	\$ _____
X	Keowee Falls South Golf	\$75,000.00
_____	Keowee Falls South Sports	\$ _____

My rights and privileges as a member shall be governed by the plan documents and the club's by-laws, rules and regulations. Membership in the club does not convey any ownership, stock or equity certificate or other rights of ownership. As a member, I cannot be assessed as a matter of contract with the Club, and I assume no liability whatsoever in connection with the membership other than the payment of an applicable membership fee, dues and charges incurred by myself, my family and guests.

The Club reserves the right to set membership classification limitations. The Club has the plenary power to modify classes of memberships, their definitions, privileges, requirements and availability.

I shall be bound by the terms and conditions of the plan documents, as they may be amended from time to time in accordance with their terms and this membership purchase agreement.

I agree to pay the dues, fees and charges applicable to my membership classification(s) set forth by the club ownership, as it may be amended from time to time.

I hereby agree to release and discharge the Club, its ownership, affiliates, employees and agents from any and all claims and causes of actions that I may have against any of them regarding the Club membership program and facilities, except claims and causes of action arising from misrepresentations or omissions in the club documents.

Date 10-1-03

 Member Signature

Patt M. Fero
 Patt M. Fero
 VP, Corporate Relations
 The Cliffs at Keowee Falls South Golf & Country Club

Date 10-3-03

 Member Signature

Mimsy DeMars
 Mimsy DeMars
 Manager, Membership Services
 The Cliffs at Keowee Falls South Golf & Country Club

**THE CLIFFS GOLF & COUNTRY CLUBS
MEMBERSHIP CLASSIFICATIONS
JUNE, 2003**

FULL GOLF MEMBERSHIP...

A full and permanent golf membership offered to property owners within The Cliffs Communities, which entitles the Member and his/her family to use of all club and course facilities located at their respective home community. The golf course located within the members' home community shall be the members' home course. Full golf members also have use of all other dining, and recreational facilities located at all other Cliffs Communities including golf. Golf access is provided through the reciprocal golf program guidelines. Full Golf Membership is available to individuals who purchase previously unsold company property and purchase the Full Golf Membership within thirty days of the real estate closing; or purchase property from a seller who has a Full Golf Membership available for re-purchase by the buyer. If repurchasing a Full Golf membership from a seller in a resale transaction, the membership repurchase must take place at closing. The Full Golf Membership is considered to be guaranteed for repurchase by the buyer with the exchange of property ownership in a resale. Marina privilege is included for Keowee Vineyards and Keowee Falls North and Keowee Falls South members and is available to other property owners through separate membership purchase, based on availability. Full Golf Members have a thirty day advance tee time.

SOCIAL ATHLETIC MEMBERSHIP...

A recreational membership offered to property owners within The Cliffs Communities which entitles the Member and his/her family to use of all recreational, wellness, fitness and social facilities at all Cliffs Clubs locations at all Cliffs Communities. Marina privilege is included for Keowee Vineyards and Keowee Falls North and Keowee Falls South members and is available to other property owners through separate membership purchase, based on availability. Social Athletic Members are provided with five plays per course per year through the payment of additional fees and using a one day advance tee time.

KEOWEE MARINA MEMBERSHIP...

The marina membership is offered to property owners within The Cliffs Communities and entitles the member and his/her family to use all Marina facilities located at The Cliffs at Keowee Vineyards. Marina privileges are included in all Keowee Vineyards, Keowee Falls North and Keowee Falls South Memberships. Keowee Marina Membership may also be purchased as an add-on membership for all members of other Cliffs Communities, based on availability. Additional dues, wet slip rental fees and indoor dry storage fees apply.

Guy Fasciana, DMD, MEd, MS

Health and Performance Associates, INC

Medical, Health, and Performance Consultant

104 Barksdale Greene

Greenville, SC 29607

864-616-9470

March 10, 2012

BMC Group, INC

Attn: The Cliffs Club and Hospitality Group, INC

Claims Processing

18675 Lake Drive East

Chanhassen, MN 55317

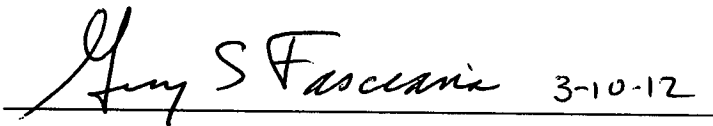
Sir/Madam

I have enclosed a claim relating to the Cliffs Clubs bankruptcy process. My wife and I are full golf members at The Cliffs at Keowee Falls South and are in their records as such and have made a membership deposit in the amount of \$75,000.00.

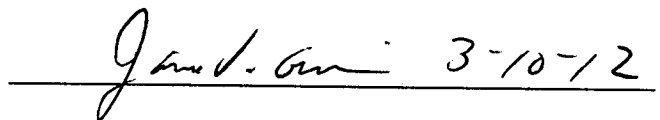
I have also enclosed documentation as proof of purchase of said membership including: Golf Enrollment Form and Membership Agreement.

If you need additional information to substantiate my claim, please contact me at the above address or phone number.

Sincerely,

 3-10-12

Guy S. Fasciana

 3-10-12

Jane V. Gwinn

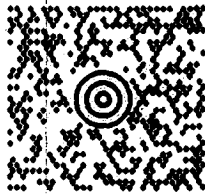
GUY FASCIANA
(864) 220-8000
104 BARKSDALE GREEN
GREENVILLE SC 29607

1 LBS
SHP WT: 1 LBS
DATE: 12 MAR 2012

1 OF 1

SHIP CLIFFS CLUB & HOSPITALITY GROUP
TO: BMC GROUP INC
CLAIMS PROCESSING
18675 LAKE DR E

CHANHASSEN MN 55317-9383

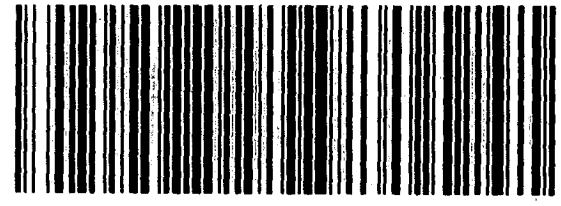


MN 559 9-56



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