

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: The Cliffs Club and Hospitality Group	Case Number: 12-01220	
<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): Miles W and Kim M Barrett		COURT USE ONLY
Name and address where notices should be sent: Miles and Kim Barrett 5515 Durham Dr. New Orleans, LA 70131		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.
Telephone number: (504) 393-2840 email: mileswb@bellsouth.net		Court Claim Number: _____ <i>(If known)</i>
Name and address where payment should be sent (if different from above):		Filed on: _____
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>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>Refund of Golf Membership</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: B 3 4 5	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"/> 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"/> 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"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <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)		

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BMC GROUP



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:

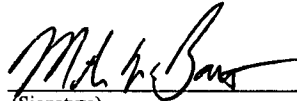
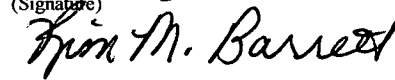
8. Signature: (See instruction #8)

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: Miles W. Barrett, Kim M. Barrett
 Title: _____
 Company: _____
 Address and telephone number (if different from notice address above): _____

 3/26/12
 (Signature) (Date)
 3/26/12
 (Signature) (Date)

Telephone number: (504) 393-2840 email: mileswb@bellsouth.net

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.



October 23, 2008

Mr. and Mrs. Miles Barrett
5515 Durham Drive
New Orleans, LA 70131

Dear Mr. and Mrs. Barrett,

It is with regret we write at this time to confirm acknowledgment of your resignation of your **Cliffs Valley Golf Membership** with The Cliffs Golf and Country Club. Your resignation is effective with the receipt of your written resignation notice and will be effective October 20, 2008. You are obligated for payment of dues for the month in which we received the notice. Your refund will be processed in accordance with the refund policies and procedures as outlined in the Master Membership Plan. If you need a copy of this document, please let us know. In summary, the refund is processed as follows:

- Your Valley Golf Membership refund of \$75,000 is placed in a priority waiting list based on the classification and location of your membership; you are currently 31st in line. The Master Membership Plan outlines the refund procedure and explains that such refund will be paid within a reasonable period of time following such re-issuance of the original membership, consistent with the Cliffs Clubs processing of accounts payable, and will be processed only on the basis of one (1) refund for every five (5) memberships issued by the Club from its previously unissued memberships within the same classification as the original membership.

As part of the acknowledgment of your resignation, the club requires the following conditions to be met prior to the issue of any refund:

- Your Member account needs to be paid in full and show a zero balance.
- Please return any membership card(s) by mail.

It is important to mention that the Club bylaws do not provide for this resigned membership to be reactivated in the future. Specifically, Section 20 (I) states, "A Member that voluntarily resigns his/her membership may not reactivate the resigned membership in order to have the membership available to the resale purchaser of the resigned Member's property." Please consider this bylaw as it may impact you going forward.

I wish you the best in your future endeavors. If you have any questions regarding the procedures as outlined above, please call the Membership Office at 864-660-1160.

Kind regards,

Nate Weyand
Membership Director

The Cliffs Golf and Country Clubs
Membership Office
3598 Highway 11, Travelers Rest, South Carolina 29690
(864) 660-1100
www.cliffscommunities.com



Cliffs Valley Membership Inclusion Addendum

THIS ADDENDUM is executed by and between The Cliffs at Glassy, Inc. (the "Seller" and generally referred to as "we" and "us") and the below identified "Purchaser" (generally referred to as "you") of a Lot in Cliffs Valley and is an amendment of and addition to that certain Agreement ("Agreement") between both of us.

Purchaser: Miles W. Barrett Cliffs Valley Section: Stone Creek, Lot: 11
Ben M. Barrett Agreement Date: 11/26/03
Membership Deposit Included in Purchase Price: \$ 75,000

1. **Purchase Price Inclusive of Memberships.** The Purchase Price of the Lot under the Agreement includes the membership amount for either Full Golf Membership, or for a Social Athletic Membership. If you wish to acquire a membership, you must elect to do so below and submit the required membership deposit as below provided. See the membership check boxes below and Paragraph 2 regarding membership privileges in the Clubs' facilities.

- Box #1. YOU ELECT TO RECEIVE A FULL GOLF MEMBERSHIP. THE DEPOSIT FOR A FULL GOLF MEMBERSHIP IS \$ 75,000. By checking this box and initialing below, you acknowledge that you have read Paragraph 2 below. You hereby understand that, the Full Golf Membership will not be issued and activated until we have received from you the required deposit for the membership. You must deliver your membership deposit and complete the Club's required forms not later than thirty (30) days following your closing. If the Club does not receive such funding on or before the expiration of the aforesaid period, you will forfeit the right of guaranteed availability of a Full Golf Membership and shall only be able to acquire one if, and only if, one becomes available pursuant to the Club's Membership Plan, which neither we nor the Club guarantees. Please remember, that when you go to sell your Cliffs property, your buyer is only guaranteed the ability to get a Full Golf Membership if you have one to resign back to the Club (and receive a refund of your initiation deposit) so the Club can immediately re-issue it to your buyer at your re-sale closing (subject to your buyer completing an application and paying the required membership deposit at the closing) without your buyer having to be placed on a waiting list and perhaps never having one become available.

mmB
For Purchaser

Seller:

THE CLIFFS AT GLASSY, INC.

By: *Oliver Linnell*

Its: *VP - EOD*

 12 *18* *07*
Month Day Year

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- Box #2. YOU ELECT TO RECEIVE A SOCIAL ATHLETIC MEMBERSHIP. THE DEPOSIT FOR A SOCIAL ATHLETIC MEMBERSHIP IS \$ _____. By checking this box and initialing below, you acknowledge that you have read Paragraph 2 below. You understand that the Social Athletic Membership will not be issued and activated until we have received from you the required deposit for the membership. You further understand that a Social Athletic Membership is subject to availability and that there is no guarantee that a Social Athletic Membership would be available if you delay membership acquisition and later wish to acquire a membership. You must deliver your membership deposit and complete the Club's required forms not later than thirty (30) days following your closing. If the Club does not receive such funding on or before the expiration of the aforesaid period, a Social Athletic Membership will be available to you if, and only if, one is available pursuant to the Club's Membership Plan, which neither we nor the Club guarantees.

For Purchaser

2. **The Golf & Country Club.** You hereby acknowledge the plan of development for Cliffs Valley includes the operation of a commercial, private golf and country club facility within the boundaries of Cliffs Valley (sometimes hereinafter, the "Club"). You further acknowledge that the Club's recreational facilities are owned by a related third party as a commercial business, and not as a non-profit enterprise, that you will have a license to use the facilities as herein described if you acquire a membership to do so, and that neither you nor any property owner association of which you may be a member has or will receive any ownership interest in the Club's facilities by virtue of your acquisition of the Lot or membership in any such property owner association. The Club may, but will not be required to, add additional recreational facilities in the future. The Club operates and offers membership opportunities pursuant to a published membership plan, which the Club may supplement, amend, delete and change in its sole discretion at any time. If you wish to become a member, you should take the time to read the entire membership plan prior to acquiring a membership.

(a) **Golf Membership.** The ability to acquire permanent golf privileges is reserved to those who elect to acquire a Full Golf Membership. Acquisition of a Full Golf Membership is subject to availability at the time you may wish to acquire one, but is guaranteed to be available to you if it is acquired before the expiration of thirty (30) days following your closing. Under the Club membership plan, a buyer is guaranteed the availability of the Full Golf Membership if the buyer purchases from our previously unsold inventory and the buyer's application and membership deposit are received within thirty (30) days following the buyer's closing with; or if the buyer purchases re-sale property from a seller who is the holder of a Full Golf Membership and submits the completed application and required membership deposit at the re-sale closing of the Cliffs property. If you want the buyer of your Cliffs property in a re-sale transaction to be guaranteed the ability to acquire a Full Golf Membership, following your membership resignation and the Club's re-issuance of the resigned membership to your buyer at your closing pursuant to the requirements of the Club's membership plan and subject to your buyer completing an application and paying the required membership deposit at the closing, you will need to acquire the Full Golf Membership. A golf membership is subject to availability at all times as determined by the Club. If you have elected to receive a Full Golf Membership by checking Box #1 on page 1, then upon you making application and funding the required deposit within the period required, you will be issued a Full Golf Membership in the Club. Your monthly membership dues will commence with the issuance of the membership to you, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time.

(b) **Social Athletic Membership.** If you have elected to receive a Social Athletic Membership by checking Box #2 on page 2 of this Addendum, then upon you making application and funding the required deposit, you will be issued a Social Athletic Membership in the Club. Your monthly membership dues will commence with the issuance of the membership to you, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time.

(c) **Club's Membership Plan.** The governing documents of the Club require that upon resale of your Lot, your membership in the Club must be resigned. When you sell your Lot, and so long as you are a Club member in good standing, you will be entitled to a refund equal to one hundred percent (100%) of the initiation deposit you made for memberships in the Club. In addition, if the buyer of your Lot and improvements wishes a membership, he or she will have to acquire a membership directly from the Club at the then prevailing rates for the membership desired, and subject to availability and the rules and regulations of the Club. The membership deposit that your buyer makes for the issuance of a membership may be more or less than the deposit you made. As previously indicated, a Full Golf Membership is not guaranteed to be available to your buyer if you do not acquire a Full Golf Membership within thirty (30) days following your Closing. See subparagraph (a) above.

3. **Effective Date.** This Addendum shall become effective the last date executed by a party to be bound hereby, and is subject to all other terms and conditions of the Agreement.

Purchaser:

Mike A. Barrett
Kim M. Barrett

November 26 2003
Month Day Year

Seller:

THE CLIFFS AT GLASSY, INC.
By: Carrie Linnell
Its: J.P. CEO
12 10 03
Month Day Year

CV-5C-11



ADDENDUM TO SALES AGREEMENT


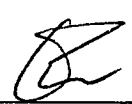
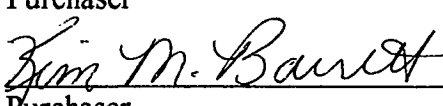
Section Stone Creek, Lot 11

The sales agreement dated November 26th, 2003, between Miles and Kim Barrett, Purchasers, and The Cliffs at Glassy, Inc., Seller, is hereby amended as follows:

Purchase price includes a Cliffs Membership at \$75,000.

Seller to pay on behalf of the buyer, a \$15,000 dues credit on the buyer's club account to be applied at closing.

Club Membership activation to be delayed until 18 months after closing date: June 16th 2005.

	11/26/03		
Purchaser	Date	Seller	Date
	11/26/03		
Purchaser	Date	Seller	Date

5315 Durham Dr.
N.O. LA 70131

NEW ORLEANS LA 700

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RECEIVED
MAR 30 2012
BMC GROUP
BMC Group, Inc.
Inc. et al, Claims Processing
P.O. Box 3020
Chanhassen, MN 55317-3020

Attn: The Cliffs Club; Hospital Group

