

UNITED STATES BANKRUPTCY COURT District of South Carolina			PROOF OF CLAIM
Name of Debtor: The Cliffs Valley Golf & Country Club, LLC		Case Number: 12-01236	<div style="font-size: 24px; font-weight: bold;">RECEIVED</div> <div style="font-size: 24px; font-weight: bold;">APR 02 2012</div> <div style="font-size: 24px; font-weight: bold;">BMC GROUP</div>
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.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Leon Price		COURT USE ONLY	
Name and address where notices should be sent: 203 Willow Wind Court Easley, SC 29642		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.	
Telephone number: (864) 414-7770 email: leon.price@indysoft.com		Court Claim Number: _____ (If known)	
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>125,000.00</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: 6 4 8 6	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).	Amount entitled to priority: \$ _____
<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)(____).	
*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.
- (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)


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: Leon Price

Title: _____

Company: _____

Address and telephone number (if different from notice address above): _____

 _____ 03/30/2012
(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. 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.



**CLIFFS GOLF & COUNTRY CLUB, INC.
MEMBERSHIP ADDENDUM**

This document shall serve as official record of membership agreement between Leon Price (buyer), and Thomas Siemienik (seller) in conjunction with property transfer identified as Section PMP Lot 24, **The Cliffs Valley Community**.

It is understood that Leon Price has purchased said property from Thomas Siemienik, and has elected to re-purchase the Valley Full Golf Membership held by Thomas Siemienik. Leon Price will pay at closing the fee of one hundred and twenty five thousand dollars (\$125,000.00) to the club to re-purchase the Valley Full Golf Membership. Of the \$125,000.00 membership fees collected, Thomas Siemienik is due a refund in the amount of seventy five thousand dollars (\$75,000.00) or 100% of the total fees collected in accordance with refund policies and procedures as outlined in The Cliffs Golf & Country Clubs by-laws, rules and regulations. The Valley Full Golf Membership re-purchased shall retain all rights, benefits and privileges as provided for in the master membership program, current edition published January, 2007.

As evidenced by signatures below, the parties agree to a full understanding of the Valley Full Golf Membership classification re-purchase and refund procedure.

6-8-07
Date
Nate Weyand
Nate Weyand
Membership Director
The Cliffs Golf & Country Clubs

6-15-07
Date
Thomas Siemienik
Member Signature
Mary Price
Member Signature

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price \$ 235,000.00 @ 10.0000 % 23,500.00				PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:					
701. \$	to				
702. \$ 23,500.00	to Coldwell Banker Caine	Less Deposit Retained	2,000.00		
703. Commission Paid at Settlement					21,500.00
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Mortgage Ins. App. Fee		to			
807. Assumption Fee		to			
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to	@ \$	/day (days %)		
902. MIP Totals for LifeOfLoan	for	months to			
903. Hazard Insurance Premium for	1.0 years to				
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$		per month		
1002. Mortgage Insurance	months @ \$		per month		
1003. City/Town Taxes	months @ \$		per month		
1004. County Taxes	months @ \$		per month		
1005. Assessments	months @ \$		per month		
1006.	months @ \$		per month		
1007.	months @ \$		per month		
1008.	months @ \$		per month		
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to				
1102. Abstract or Title Search	to Barrett's Paralegal Services, Inc.			325.00	
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Document Preparation	to E. Scott Sanders, LLC				175.00
1106. Notary Fees	to				
1107. Attorney's Fees	to E. Scott Sanders, LLC			375.00	
<i>(Includes above item numbers:)</i>					
1108. Title Insurance	to				
<i>(Includes above item numbers:)</i>					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$				
1111. Payoff Processing Fee	to E. Scott Sanders, LLC				20.00
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$ 10.00; Mortgage \$; Releases \$				10.00	
1202. City/County Tax/Stamps: County Recording Fee 258.50; Mortgage					258.50
1203. State Tax/Stamps: State Recording Fee 611.00; Mortgage					611.00
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Full Golf Membership	to Cliffs Golf & Country Club, Inc.			125,000.00	
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				125,710.00	22,564.60

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

E. Scott Sanders, LLC
Settlement Agent

**THE CLIFFS GOLF AND COUNTRY CLUB, INC.
VALLEY GOLF MEMBERSHIP AGREEMENT**

This is to certify that **Leon Price** has made application for membership in The Cliffs Golf and Country Club at The Cliffs Valley. The membership classification applied for is a **Valley Golf Membership**.

It is acknowledged that he/she will submit membership fees in the amount **One Hundred and Twenty Five Thousand Dollars (\$125,000)**. The following is the scheduled due dates and amounts of future payments:

Due at Closing

It is further agreed that the member(s) understand the membership classification purchased, its privileges and benefits, and refund values associated with a resignation from the club, as outlined in The Cliffs Golf & Country Clubs constitution and by-laws, rules and regulations.

MEMBERSHIP CLASSIFICATION:
MEMBERSHIP ACCOUNT NUMBER:
INITIATION DEPOSIT PAID:
PROPERTY REFERENCE:

**Valley Golf
P201
\$125,000.00
Section PMP Lot 24**

I have received and reviewed official club documents, specifically The Cliffs and Country Club, Inc. constitution and by-laws, rules and regulations outlining the Cliffs Membership Program. I agree to participate and become enrolled as a member of The Cliffs Valley Golf and Country Club, Inc., 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 above.

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.

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 Clubs Master Membership Plan, rules and regulations, and has an understanding of the same.

6-8-07
Date
Nate Weyand
Nate Weyand
Membership Director
The Cliffs Golf and Country Clubs

6-15-07
Date
Mary Rice
Member Signature
Mary Rice
Member Signature

Leon Price
203 Willow Wind Ct.
Easley, SC 29642

\$2.10⁰
US POSTAGE
FIRST-CLASS
071V00646626
29607
000002049

RECEIVED

APR 02 2012

BMC GROUP

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