

UNITED STATES BANKRUPTCY COURT District of South Carolina

PROOF OF CLAIM

Name of Debtor: **Stephen & Marie Pasternack** Case Number: **12-01220**

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**BMC GROUP
COURT USE ONLY**

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):
The Cliffs Club & Hospitality Group, Inc., et.al.

Check this box if this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Name and address where notices should be sent:
**131 Chastain Road
Taylors, SC 29687**

Filed on: _____

Telephone number: **864-895-4503** email: **SGPASTY@GMAIL.COM**

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

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: _____

1. Amount of Claim as of Date Case Filed: \$ 100,000.00

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.

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: Attached as Exhibits 1, 2 & 3
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have restructured 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: Real Estate Motor Vehicle Other Describe: _____

Basis for perfection: _____

Value of Property: \$ _____

Amount of Secured Claim: \$ _____

Annual Interest Rate _____ % Fixed or 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.

Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

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).

Contributions to an employee benefit plan 11 U.S.C. § 507 (a)(5).

Amount entitled to priority: \$ _____

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).

Taxes or penalties owed to governmental units 11 U.S.C. § 507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)().

\$ _____

*Amounts are subject to adjustment on 4/1/13 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, 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.)

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: Stephen Pasternack & Marie Pasternack

Title: _____

Company: _____

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

Step P. C. Marie Pasternack
(Signature) 3/29/12 (Date) 3/29/12

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.

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.

SUMMARY OF CLAIM

EXHIBIT 1

Debtor: The Cliffs Club & Hospitality Group, Inc., et. al.

Primary Case Docket #: 12-01220

Creditor: Stephen & Marie Pasternack

On August 17, 2006 we acquired a Cliffs Full Golf Membership in the Cliffs Golf & Country Club, Inc (Club) as evidenced by the attached copy of the Membership Addendum (Exhibit 2).

The terms proposed by all parties presently interested in acquiring the Club, include substantial transfer fees to be charged to current members for a right to obtain a membership in the new Club. Because we are unable to meet this transfer fee requirement, our membership in the Club will be terminated through no fault or action of our own.

In accordance with the Cliffs Clubs Membership Plan (Plan) in effect at the time of our acquisition of the membership noted in the attached section 17B(i), (Exhibit 3) of the Plan, we hold a membership and are entitled to a refund of our Full Golf Membership fee of \$100,000.



Please retain for your records

Exhibit #2

The Cliffs

Debtor: The Cliffs Club & Hospitality Group, Inc., et. al.
Primary Case Docket #: 12-01220
Creditor: Stephen & Marie Pasternack

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

This document shall serve as official record of membership agreement Stephen and Marie Pasternack (buyer), and John and Martha Burtis (seller) in conjunction with property transfer identified as Section 7 Lot 225, **The Cliffs at Glassy Community**.

It is understood that Stephen and Marie Pasternack have purchased said property from John and Martha Burtis and have elected to re-purchase the Glassy Full Golf Membership held by John and Martha Burtis. Stephen and Marie Pasternack will pay at closing the fee of one hundred thousand dollars (\$100,000.00) to the club to re-purchase the Glassy Full Golf Membership. Of the \$100,000.00 membership fees collected, John and Martha Burtis are due a refund in the amount of eighty thousand dollars (\$80,000.00) or 80% 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 Glassy Full Golf Membership re-purchased shall retain all rights, benefits and privileges as provided for in The Master Membership Program, current edition published September, 2004.

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

8-17-06
Date

Nate Weyand
Nate Weyand
Membership Director
The Cliffs Golf & Country Clubs

8/28/06
Date

Steve P. L.
Member Signature
Marie Pasternack
Member Signature

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

Exhibit #3

Debtor: The Cliffs Club & Hospitality Group, Inc., et. al.
Primary Case Docket #: 12-01220
Creditor: Stephen & Marie Pasternack



The Cliffs Golf and Country Club, Inc.
The Cliffs at Keowee Vineyards Golf Club, LLC
The Cliffs at Walnut Cove Golf and Country Club, LLC
The Cliffs at Keowee Falls Golf and Country Club, LLC
The Cliffs at Keowee Falls South Golf and Country Club, LLC
Keowee Springs Wellness and Spa, LLC

**THE CLIFFS CLUBS
MEMBERSHIP PLAN**

First Edition	May, 1992
Revised	January, 1993
Revised	June, 1995
Revised	January, 1999
Revised	January, 2001
Revised	September, 2004

The Cliffs Clubs
250 Knightsridge Road
Travelers Rest, South Carolina 29690
(864) 660.1100

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The Cliffs Clubs reserves the right to require Members to provide a credit card, check or cash deposit as security for payment of a Club account. All club charges which are outstanding after the required payment period, may be processed against the credit card, check or cash deposits

TRANSFER, CHANGE OF MEMBER DESIGNEE, RESIGNATION OR REVOCATION OF MEMBERSHIP

**17. Transfers Prohibited;
Membership Resignation
Only**

A Member may not transfer his/her membership to any person, including a purchaser of the Member's Cliffs property in a resale transaction. Such prohibited transfer includes a prohibition upon any sale, pledge, hypothecation, assignment, transfer or encumbrance of a membership except in accordance with this Membership Plan. A Cliffs Charter or Cliffs Golf Member (previously known as "A" or Full Golf Memberships) may resign the membership and the Cliffs Clubs may reissue the membership as a Cliffs Golf Membership in accordance with the following provisions:

A. Upon the sale of the Member's Cliffs property in a resale transaction, a Cliffs Charter or Cliffs Golf Member may resign the membership and the Cliffs Clubs may reissue the membership as a Cliffs Golf Membership to the resale purchaser at the closing of said property. The resale purchaser must first, however, be approved for membership.

B. At the time of re-issuance of the membership to a resale purchaser of the Member's Cliffs property, the Cliffs Charter or Cliffs Golf Member who is resigning the membership shall be entitled to receive a refund. With respect to Cliffs Golf Memberships (previously known as "A" or Full Golf Memberships) issued on or after June 1, 1999, the amount of the refund shall be the original initiation deposit paid by such Member at the time the Member joined the Club. With respect to Cliffs Charter or Cliffs Golf Memberships (previously known as "A" or Full Golf Memberships) issued prior to June 1, 1999, the refund shall be the greater of:

(i) the original amount of initiation deposit paid by such Member at the time he/she joined the Club, or:

(ii) eighty percent (80%) of the membership deposit being charged at the time of resignation and re-issuance to a new Member for the same membership classification.

C. A Cliffs Charter or Cliffs Golf Member whose membership is not to be reissued to a resale purchaser of the resigning Member's property may tender their resignation to their Home Club and be eligible for a refund as provided for in this Membership Plan.

D. A formal written letter of resignation and/or a membership addendum, which outlines the resignation and re-issuance, must be processed before the re-issuance of any Cliffs Golf Membership is finalized.

E. The new Member of a reissued Cliffs Golf Membership must submit a completed application form and enrollment form with the required initiation deposit before new membership cards and an account number will be processed.

F. All account balances owed by the resigning Cliffs Charter or Cliffs Golf Member must be paid in full before the Cliffs Clubs acts upon the requested membership resignation and re-issuance.

G. Resigning Members must return their membership card(s), and return any locker key(s) before the Cliffs Clubs acts upon the requested membership resignation and re-issuance.

H. Upon return of a resigning Members' cards and locker keys, and upon complete satisfaction of all outstanding account balances, the resigning Member shall be issued the refund due within a reasonable period of time following such resignation and re-issuance, consistent with the Cliffs Clubs processing of accounts payable.

I. A Cliffs Charter or Cliffs Golf Member may not resign the membership and be entitled to have the membership reissued to another Cliffs property owner except in connection with the transfer of the member's property to the new owner requesting membership re-issuance. Neither a resigned Cliffs Charter nor Cliffs Golf Membership will be reissued to an individual who is not a property owner within the Cliffs Communities.

J. A Cliffs Charter or Cliffs Golf Member (previously known as "A" or Full Golf Memberships) who has a Cliffs Golf Membership Add-on privilege must resign the add-on privilege at the same time as the Member resigns his/her Home Club membership. The resigned Member's Cliffs Golf Membership Add-on privileges will be reissued to the Member's resale purchaser requesting such re-issuance. The resignation and re-issuance of the add-on privileges must be processed in the same manner as the resigned Home Club Cliffs Charter or Cliffs Golf Membership (previously known as "A" or Full Golf Memberships). The re-issuance of add-on privileges is, however, contingent upon first having the Cliffs Charter or Cliffs Golf Membership (previously known as "A" or Full Golf Memberships) for the Member's Home Club reissued. In the event the resale purchaser of the property of a Member with add-on privileges does not elect to have the add-on privileges reissued, the resigned add-on privileges will be

processed for refund in accordance with the resignation policies and procedures outlined in this Membership Plan. Upon the re-issuance of add-on privileges to the Cliffs Charter or Cliffs Golf Member's resale purchaser of the Member's Cliffs property, the resigning Member will be entitled to receive a refund for the resigned add-on privileges in addition to the refund due for the resigned Cliffs Charter or Cliffs Golf Membership (previously known as "A" or Full Golf Memberships) in the Member's Home Club set forth in paragraph B above. With respect to any add-on privileges issued on or after June 1, 1999, the amount of the add-on privilege refund will be the initiation deposit paid by such Member at the time he/she acquired the add-on privilege. With respect to add-on privileges issued prior to June 1, 1999 the refund shall be the greater of:

(i) the original amount of the deposit paid by such Member at the time he/she acquired the add-on privilege, or,

(ii) eighty percent (80%) of the membership deposit being charged at the time of resignation and re-issuance to a new Member for the same membership classification.

K. A resigned Cliffs Golf Membership or Cliffs Golf Membership Add-on privilege awaiting a refund cannot reactivate the resigned membership in order to later again resign the membership and have the Cliffs Clubs reissue the membership to a subsequent purchaser of his/her property.

**18. Membership Acquisition
with Purchase of Property
from the Developer**

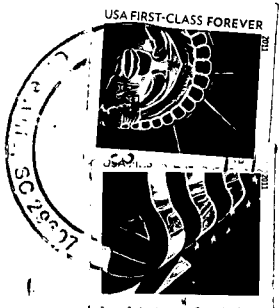
The Club may, and from time to time in its sole discretion, allow a purchaser of previously unsold company inventory wishing to acquire a Membership simultaneously with the property closing, to collaterally assign to its lender such amounts as may be due upon resignation of Membership hereunder, subject to the following conditions:

A. The lender must be a bank, trust company, insurance company, or other recognized lending institution, and the holder of a first lien and encumbrance on the Cliffs property as security for the purchase thereof and the funding of the Membership Deposit.

B. In case the lender forecloses its lien or takes a deed in lieu of foreclosure, dues will abate for no more than 6 months or until the property is transferred to another owner, whichever occurs first. If the lender is still the owner of the property after 6 months, dues will commence with respect thereto, and the membership will be deemed a Cliffs Corporate Membership classification under this Membership Plan.

S. Pasternack
131-Chastain Road
Taylors, SC 29687

|||||
BMC Group, Inc
Attn: Cliffs Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020



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