

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM



Your Claim is Scheduled As Follows:  
Schedule/Claim ID: s13440  
AMOUNT/CLASSIFICATION:  
\$125,000.00 UNSECURED  
(CONTINGENT)

Name of Debtor:  
The Cliffs at Keowee Vineyards Golf & Country Club, LLC

Case Number:  
12-01226

NOTE: See reverse and attached for List of Debtors/Case Numbers/important details. Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

Name of Creditor (the person or other entity to whom the debtor owes money or property) :

Name and address where notices should be sent:

29347866003203  
Sommer, Blane  
589 Tall Ship Dr  
Salem, SC 29676

RECEIVED

APR 26 2012

BMC GROUP

864-784-4187 Sommer44903@yahoo.com

Creditor Telephone Number ( ) email:

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed except as provided in the accompanying bar date notice.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

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

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number (if known):

Filed on: \_\_\_\_\_

Payment Telephone Number ( ) email:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 125,000.00

If all or part of your claim is secured, complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: (See instruction #2) Resigned Club/Golf Membership

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 5414

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 your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:

Describe:

Real Estate  Motor Vehicle  Other \_\_\_\_\_

Value of Property: \$ \_\_\_\_\_

Annual Interest Rate: \_\_\_\_\_ %  Fixed or  Variable  
(when case was filed)

Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ \_\_\_\_\_

Basis for Perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_

Amount Unsecured: \$ \_\_\_\_\_

5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or 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 administrative expense or priority and state the amount.

Amount entitled to priority: \$ \_\_\_\_\_

Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ \_\_\_\_\_

You MUST specify the priority of the claim:

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- 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).
- Wages, salaries, or commissions (up to \$11,725\*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( \_\_\_\_\_ ).
- Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).

\* 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 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 definition of "redacted").

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

**DATE-STAMPED COPY:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES OR EMAIL NOT ACCEPTED) so that it is actually received on or before 4:00 pm prevailing Eastern Time on May 31, 2012 for Non-Governmental Claimants OR on or before 4:00 pm prevailing Eastern Time on August 27, 2012 for Governmental Claimants.

**BY MAIL TO:**

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

**BY MESSENGER OR OVERNIGHT DELIVERY TO:**

BMC Group, Inc  
Attn: Cliffs Claims Processing  
18675 Lake Drive East  
Chanhassen, MN 55317

**8. SIGNATURE:** (See instruction #8)

Check the appropriate box.

- I am the creditor.       I am the creditor's authorized agent.  
(Attach copy of power of attorney, if any.)       I am the trustee, or the debtor, or their authorized agent.  
(See Bankruptcy Rule 3004.)       I am a guarantor, surety, indorser, or other codebtor.  
(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: Blane Sommer

Title: Pres

Company: Creative Carolina, LLC

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

Blane Sommer      4/23/12  
(Signature)      (Date)

Telephone number:      email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**LIST OF DEBTORS:**

Case Name	Case Nbr
The Cliffs Club & Hospitality Group, Inc.	12-01220
CCHG Holdings, Inc.	12-01223
The Cliffs at Mountain Park Golf & Country Club, LLC	12-01225
The Cliffs at Keowee Vineyards Golf & Country Club, LLC	12-01226
The Cliffs at Walnut Cove Golf & Country Club, LLC	12-01227
The Cliffs at Keowee Falls Golf & Country Club, LLC	12-01229
The Cliffs at Keowee Springs Golf & Country Club, LLC	12-01230
The Cliffs at High Carolina Golf & Country Club, LLC	12-01231
The Cliffs at Glassy Golf & Country Club, LLC	12-01234
The Cliffs Valley Golf & Country Club, LLC	12-01236
Cliffs Club & Hospitality Service Company, LLC	12-01237



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

This document shall serve as official record of membership agreement between ~~Blane Sommer~~ <sup>Blane Sommer</sup> (buyer), and Jim and Shan Lipscomb (seller) in conjunction with property transfer identified as Section E Lot 20, **The Cliffs at Keowee Vineyards Community**.

It is understood ~~Blane Sommer~~ <sup>Blane Sommer</sup> has purchased said property from Jim and Shan Lipscomb, and has elected to re-purchase the Keowee Golf Membership held by Jim and Shan Lipscomb. ~~Blane Sommer~~ <sup>Blane Sommer</sup> will pay at closing the fee of one hundred and twenty five thousand dollars (\$125,000.00) to the club to re-purchase the Keowee Golf Membership. Of the \$125,000.00 membership fees collected, Jim and Shan Lipscomb are 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 Master Membership Plan. The Keowee Golf Membership re-purchased shall retain all rights, benefits and privileges as provided for in the Master Membership Plan, current edition published January, 2007.

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

12-20-07  
Date  
Nate Weyand  
Nate Weyand  
Membership Director  
The Cliffs Golf & Country Clubs

2-8-08  
Date  
Blane Sommer, Cust.  
Member Signature  
\_\_\_\_\_  
Member Signature

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

This is to certify that **Blane Sommer** has requested that their Home Club membership privileges be held at The Cliffs at Keowee Falls South. The membership classification applied for is a **Keowee Falls Golf Membership** and the Club accepts their petition to apply Home Club privileges at The Cliffs at Keowee Falls South.

It is acknowledged that he/she has previously submitted membership fees in the amount of **One Hundred and Twenty Five Thousand Dollars (\$125,000)**. The initiation deposit previously submitted on the property referenced below will remain intact and in accordance with the Cliffs Club Master Membership Plan. This Membership Agreement outlines the election of Home Club status and corresponding privileges at The Cliffs at Keowee Falls South.

It is further acknowledged that the Member(s) understand the membership classification originally acquired, its privileges and benefits, and refund values associated with a resignation from the club, as outlined in The Cliffs Club & Hospitality Group, Inc. Master Membership Plan, Rules and Regulations. The opportunity to change Home Club status is provided at the sole discretion of the Club and available to select Members owning property in The Cliffs at Keowee Falls North Community. Property Owners at The Cliffs at Keowee Falls North may elect Home Club status in The Cliffs at Keowee Falls South Golf & Country Club or The Cliffs at Keowee Vineyards Golf & Country Club.

Effective upon execution of the Membership Agreement, **Blane Sommer** has elected Home Club privileges as follows:

<b>MEMBERSHIP CLASSIFICATION:</b>	<b>Keowee Falls South Golf</b>
<b>MEMBERSHIP ACCOUNT NUMBER:</b>	<b>S593</b>
<b>INITIATION DEPOSIT PAID:</b>	<b>\$125,000.00</b>
<b>PROPERTY REFERENCE:</b>	<b>Section <u>East</u> Lot <u>20</u></b>

I have received and reviewed official club documents, specifically *The Cliffs Club & Hospitality Group, Inc. Master Membership Plan, Rules and Regulations* outlining the Cliffs Membership Program. I agree to participate and become enrolled as a member of The Cliffs at Keowee Falls Golf & Country Club, LLC, which is managed and operated by The Cliffs Club & Hospitality Group, 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 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 Club's Master Membership Plan, rules and regulations, and has an understanding of the same.

5-6-10  
Date  
Nate Weyand  
Nate Weyand  
Membership Director  
The Cliffs Club & Hospitality Group, Inc.

5-10-10  
Date  
Blane Sommer *Creative Carolina, LLC*  
Member Signature  
\_\_\_\_\_  
Member Signature



April 11, 2012

Mr. Blane Sommer  
589 Tall Ship Drive  
Salem, SC 29676

Dear Mr. Sommer,

This letter is confirmation of your notice to resign the Golf Membership in conjunction with Keowee Falls North, Section East, Lot 20 at The Cliffs of Keowee Vineyards Golf and Country Club. We have recorded your notice of resignation date as March 23, 2012. Since the Club requires a twelve month notice of resignation (Notice Period), the normal dues and fees will continue through February 2013. Your membership privileges and access to The Cliffs Clubs remain unchanged during the Notice Period. At the end of the Notice Period, all membership dues and fees will cease.

Your Keowee Vineyards Golf Membership deposit is \$125,000. Since the Club is currently in Chapter 11 bankruptcy, we are unable to accept or refund initiation deposits. You may file a proof of claim with the court. The form may be found on the website [www.bmcgroup.com/cliffs](http://www.bmcgroup.com/cliffs). You should respond to this notice and verify the amount of any monies owed to you by the Club as soon as possible. You call may call 888.909.0100 if you have any questions concerning the bankruptcy.

I thank you for all of your years of support for the Cliffs. If you have any questions regarding the procedures as outlined above, please call the Membership Office at 864-660-1160.

Kind regards,

Geoffrey Carey  
Executive Vice President

The Cliffs Club & Hospitality Group, Inc.  
3598 Highway 11  
Travelers Rest, SC 29690  
864 371 1000

Sommer  
589 Tall Ship Dr.  
Salem, SC 29676

**First Class Mail**  
**First Class Mail**

GREENVILLE PRINT 250  
MON 23 APR 2012 1M

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APR 26 2012

BMC GROUP

BMC Group, Inc

Attn: Cliffs Claims Processing

PO Box 3020

Chanhassen, MN

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