

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM



Your Claim is Scheduled As Follows:
Schedule/Claim ID: s13148
AMOUNT/CLASSIFICATION:
\$150,000.00 UNSECURED
(CONTINGENT)

Name of Debtor:
The Cliffs Valley Golf & Country Club, LLC

Case Number:
12-01236

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:
29347866900943
Zebek, Ronald
4658 Carlton Dunes Drive #14
Amelia Island, FL 32034

RECEIVED

APR 26 2012

BMC GROUP

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.

Creditor Telephone Number () email: RONALD_ZEBEK@VIA10.COM

THIS SPACE IS FOR COURT USE ONLY

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

- SAMZ

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 \$ 150,000

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)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
8277

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: \$ 150,000

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)

Form ID No. **0200**

4 Express Package Service *To most locations.
NOTE: Service order has changed. Please select carefully.
Packages up to 150 lbs.
For packages over 150 lbs, use the new FedEx Express freight US Airbill.

1 From: **Wells**
Date: **4/26/12**

Senders Name: **Low 2 Labord** Phone: **612-588-1784**

Company: **RECEIVED**

Address: **MISZ 10000000000** **APR 26 2012**

City: **San Diego, CA** State: **CA** ZIP: **92161**

2 Your Internal Billing Reference: **BMC GROUP**

3 To Recipients Name: **ANTONIS GROUP INC** Phone: **1**

Company: **BMC GROUP INC**

Address: **11175 ONE DRIVE SW** Dept./Room/Building Room: **53317**

Address: **11175 ONE DRIVE SW** City: **San Diego** State: **CA** ZIP: **92161**

Address: **11175 ONE DRIVE SW** City: **San Diego** State: **CA** ZIP: **92161**



8001 4042 9557

Next Business Day

FedEx First Overnight
FedEx First Overnight delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Priority Overnight
FedEx Priority Overnight delivery to select locations. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Standard Overnight
FedEx Standard Overnight delivery to select locations. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

2 or 3 Business Days

NEW FedEx 2Day AM
FedEx 2Day AM delivery to select locations. Saturday Delivery NOT available.

FedEx 2Day
FedEx 2Day delivery to select locations. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Express Saver
FedEx Express Saver delivery to select locations. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

5 Packaging *Declared value limit \$500.

FedEx Envelope* **FedEx Pak*** **FedEx Box** **FedEx Tube** **Other**

6 Special Handling and Delivery Signature Options

SATURDAY Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day AM, or FedEx Express Saver.

No Signature Required
Package may be left without obtaining a signature for delivery. **Free option.**

Direct Signature
Someone at recipients address obtains a signature for delivery. **Free option.**

Does this shipment contain dangerous goods?
One box must be marked as dangerous.

No **Yes**
As per attached Shipper's Declaration, Shipper's Declaration not required.

Indirect Signature
If no one is available at recipient's address, a signature for delivery for residential deliveries only. **Free option.**

Signature Required **Signature Not Required** **Signature Required** **Signature Not Required**

7 Payment Bill to:

Sender: **Account No. in Section** **Recipient** **Third Party** **Credit Card** **Cash/Check**

Total Packages: **1** Total Weight: **1.00** Total Declared Value: **100** Credit Card Auth. **612**

Terms and Conditions Summary

For the current FedEx Service Guide, which contains the complete Terms and Conditions, go to fedex.com.

Definitions On this Airbill, "we," "our," "us," and "FedEx" refer to Federal Express Corporation, its employees, and agents. "You" and "you" refer to the sender, its employees, and agents.

Agreement to Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in the current FedEx Service Guide, which is available at fedex.com or at a FedEx location. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the current FedEx Service Guide and this Airbill, the current FedEx Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility for Packaging and Compensating Airbill You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility for Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition.

Limitations on Our Liability and Damages Not Assumed

- o Unless a higher value is declared and paid for, our liability for each package is limited to US\$100. You may pay an additional charge for each additional US\$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.
- o In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not FedEx had knowledge that such damages might be incurred, including but not limited to loss of income or profits.

o We won't be liable:

- for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
- if you or the recipient violates any of the terms of our Agreement.
- for loss of or damage to shipments of prohibited items.
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- o The maximum declared value allowed for a FedEx Envelope or FedEx Pak shipment is US\$500.
- o For other shipments, the maximum declared value allowed is US\$50,000 per package, unless your package contains items of extraordinary value, in which case the maximum declared value allowed is US\$1,000 per package.
- o Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in the current FedEx Service Guide.
- o You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the US\$500, US\$1,000, or US\$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to US\$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing a Claim YOU MUST MAKE ALL CLAIMS IN WRITING or online at fedex.com and notify us of your claim within strict time limits set out in the current FedEx Service Guide.

You may call our Customer Service department at 1.800.GoFedEx 1.800.463.3339 to report a claim; however, you must still file a timely written claim. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel; or if the shipment is prohibited by law; or if the shipment would violate any terms of our Airbill or the current FedEx Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL. If C.O.D. Service is required, please use a FedEx C.O.D. Airbill.

Air Transportation Tax Inclusion A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us.

Energy-Back Guarantee In the event of untimely delivery, FedEx will, at your request and with some limitations, refund or credit all transportation charges. See the current FedEx Service Guide for more information.