

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM



Your Claim is Scheduled As Follows:
Schedule/Claim ID: s15468
AMOUNT/CLASSIFICATION:
\$5,000.00 UNSECURED

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

Case Number:
12-01230

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:
29347866012143
Mutalipassi, Lisa
511 South East 5th Ave #1817
Fort Lauderdale, FL 33301

RECEIVED
APR 27 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 (817) 658-4137 email: lisapassi@aol.com

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 \$

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: In addition to \$5,000 due from closing - see addendum for CRS-134, we had a full golf membership - see resale transaction and are due balance on membership fee.

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

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.

Cliffs POC
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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: LISA PASSI FKA LISA MUTALIPASSI

Title: _____

Company: _____

Lisa Passi 4/24/12
(Signature) (Date)

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

511 SE 5th Ave #1817
Fort Lauderdale FL 33301

Telephone number: _____ email: _____

817-658-4137 lisapassi@aol.com

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 Club Membership Addendum (Resale Transaction)

THIS CLIFFS CLUB GOLF MEMBERSHIP ADDENDUM is executed by and among The Cliffs Golf & Country Club, Inc. on behalf of The Cliffs Club (the "Club") and the below identified "Seller" (the "Seller") and below identified "Purchaser" (the "Purchaser") of the below identified single-family property (the "Property") in the Cliffs community also identified below (the "Community"), and is an amendment of and addition to that certain Contract of Sale for Improved and Unimproved Property (the "Contract") between the Seller and Purchaser to which this Addendum is attached and of which it is a part by this reference.

Purchaser: Kevin Tolbert Community: Keowee Springs Section: 1 Property #: 34 Agreement Date: 5/9/11

1. Cliffs Club Membership.

The Seller acknowledges that the above referenced property:

- has a Golf membership;
does not have a membership.

Seller acknowledges that they must submit a written resignation letter to Cliffs Country Club Inc. for their membership effective the date of closing. (Seller initial)

The Buyer: (Check only one)

- will purchase seller's full golf membership for \$100,000;
will purchase family membership for \$ 50,000;
will purchase wellness membership for \$ 25,000;
will not purchase any membership. (Membership availability not guaranteed - see section 2(a) and 2(b). (Buyer Initial)

(a) If Seller Has Golf Membership to Resign that Buyer is repurchasing. If the preceding is checked, indicating that the Seller has a Cliffs Golf Membership that Seller will resign, the Club will reissue the Cliffs Golf Membership to the Purchaser following Seller's resignation in exchange for the current membership deposit amount if, but only if, the Seller's resignation and the re-issuance to Purchaser are completed at Closing.

(b) If Seller Does Not Have a Golf Membership to Resign. If the Seller does not have a Cliffs Golf Membership that will be resigned back to the Club, the Purchaser has no guarantee that a Club membership will be offered or made available to the Purchaser, which will be, if at all, in the sole discretion of the Club.

2. The Cliffs Golf & Country Club. Purchaser acknowledges that the Club operates a commercial, private golf and country club facility within or in proximity to the boundaries of the Community; that the Club's recreational facilities are owned by the Club as a commercial business, and not as a non-profit enterprise; that Purchaser will have a license to use the facilities only if Purchaser acquires a membership to do so; and that neither Purchaser nor any property owners' association of which Purchaser may be a member has or will receive any ownership interest in the Club's facilities by virtue of Purchaser's acquisition of the property under the Contract or membership in any such property owners' association.

The Club may, but will not be required to, add additional recreational facilities in the future.

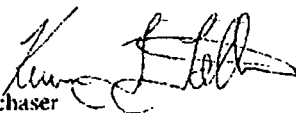
The Club operates and offers membership opportunities pursuant to a published Membership Plan, which the Club may supplement, amend, delete and change in its sole discretion at any time. If Purchaser wishes to become

Buyer Buyer Seller Seller Broker

Membership Addendum to purchase agreement for CKS-1-34

The Purchaser (Kevin Tolbert) and Sellers (David S. Briskie and Lisa P Briskie) agree to the following stipulations pertaining to the purchase of a Family Membership:

- Purchaser will submit a deposit of \$40,000 to Keowee Springs Golf & Country Club, LLC at the time of closing. Seller agrees that the refund of the membership deposit will not exceed \$40,000 until the final payment of \$10,000 is made by Purchaser.
- Purchaser agrees to pay the balance of \$10,000 within 60 days of the closing date. Seller will receive the balance of their refund at this time, net of any funds owed to Keowee Springs Golf and Country Club, LLC.
- Purchaser agrees that failure to pay the balance of the membership deposit by the agreed upon date will result in forfeiture of membership privileges and the initial deposit.


Purchaser

5-7-2011
Date


Seller

5-7-11
Date

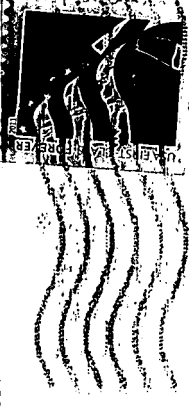

Seller

5-10-11
Date

Keowee Springs Golf & Country Club LLC

Date

Mr. Passi
511 SE 5th Ave #1817
Fort Lauderdale, FL 33301



WEST PALM BEACH, FL 33411
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BMC GROUP

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

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