

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

PROOF OF CLAIM

Name of Debtor:

Case Number:

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:

 29347868009800
Spirit Magazine
1301 carolina Street Greensboro
Greensboro, NC 27401

RECEIVED
APR 27 2012
BMC GROUP

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

Creditor Telephone Number () email:

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

Pace Communications
Same address

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 \$ 14,941.00

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: Services performed
(See instruction #2)

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

3a. Debtor may have scheduled account as:
The Cliff's Communities
(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: \$ 14,941.00

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. I am a guarantor, surety, indorser, or other codebtor.
(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: Michelle Kearney
Title: Credit Manager
Company: Pace Communications

Michelle Kearney 4-23-12
(Signature) (Date)

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

Telephone number: email:
336-383-5430

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

**ADVERTISING CONTRACT /
INSERTION ORDER**



Today's Date: 19-Feb-11

Sales Rep: Erin O'Brien

This is your authorization to run the following advertising space in *Spirit Magazine*.

Issue Date(s): May-11

Rate: \$14,941

Ad Size: FP4C and eblast

Position: Within the DPG Greenville Section

(Approved credit or cash with order for first-time advertisers). 15% Commission to recognized agencies. No commission on mechanical services.
All accounts due and payable upon receipt.

ADVERTISER

AGENCY

Name: The Cliffs Communities

Name: n/a

Contact Person: Laurie Kent

Contact Person: _____

Address: 3851 Highway 11

Address: _____

City/St/Zip: Travelers Rest, SC 29690

City/St/Zip: _____

Phone: 864.371-3006

Phone: _____

MATERIALS TO COME FROM:

Billing E-Mail: lkent@cliffscommunities.com

23-Mar

Billing Address: _____

BY DEADLINE OF:

15-Mar

Send all materials to: Spirit Magazine, Production Dept., 1301 Carolina Street, Greensboro, NC 27401

Terms and Conditions

Invoices are due upon receipt. Interest is assessed at 1.5% per month on invoices more than 30 days past due. A contract period consists of a 12 consecutive month period. Publisher reserves the right to limit amount of advertising and to reject any advertising which, in their opinion, does not conform to the standards of the publications. All advertisements are published upon the representation that the agency and/or advertiser is authorized to publish the entire contents and subject matter thereof. In consideration of the publisher's acceptance of such advertisements, the agency and/or advertiser will indemnify and hold the publisher harmless from and against any loss or expense resulting from claims or suits based on the contents or subject matter of such advertisements, including, without limitations claims or suits for libel, violations of right of privacy, plagiarism and copyright infringement. Cancellations not accepted unless received in writing prior to space reservation closing date. Covers are not cancelable. Options on cover positions must be exercised at least 30 days prior to space closing date. If order is not received by such date, cover options automatically lapse. All orders are accepted subject to provisions of our current rate card. Rates are subject to change upon notice from publisher. Should a change in rates be made, space orders may be cancelled by the advertiser or its agency at the time the change becomes effective without incurring short-rate charges. All other cancelled space orders are subject to short-rate charges based on actual frequency and volume. Conditions other than rates are subject to change by publisher without notice. Publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to publisher for advertising which advertiser or its agent ordered and which advertising was published. No amendment to the credit terms shall be effective unless the amendment is in writing and signed by the CFO of Pace Communications. If a past due balance is placed with an outside collection service or attorney, advertiser/agency agrees to reimburse all costs of collection. When a contract for advertising or frequency is cancelled, the advertiser will be billed at the open rate or frequency rate applicable to the quantity of space used. Orders which contain rates and/or conditions which vary from the rates and conditions listed herein, shall not be binding on Spirit Magazine. Publisher does not assume any liability for error in key number or reader service listings or names/addresses or persons receiving reader service fulfillment labels. Publisher shall not be subject to any liability whatsoever for any failure to publish or circulate all or any part of any issue or issues of the magazines (or for any failure to provide reference or access to all or any part of the advertising on the Web sites) because of strikes, work stoppages, accidents, fires, acts of God, war or terrorism, or any other circumstances not within the control of the publisher. Publisher shall not be subject to any liability whatsoever for any failure to provide reference or access to all or any part of the advertising on the Web sites due to systems failures or other technological failures of the Web sites or the Web. Bonnie McElveen-Hunter, President

Authorized Signature

Date

3/15/11

Pace Communications, 1301 Carolina Street, Greensboro, NC 27401 336.383.5599 FAX 336.383.5575

Creative Must be Approved by Southwest Airlines

Publishers Of: MEET

Date: 5/1/2011

Invoice Number: 3239491

Direct Questions And Correspondence To:

Pace Communications

1301 Carolina Street

Greensboro, NC 27401

336-378-6065 Fax 336-383-5438

Attn : Laurie Kent
The Cliffs Communities
3851 Highway 11
Travelers Rest SC 29690

Advertiser : The Cliffs Communities

**Terms: Due upon receipt. Interest at 1½%
per month after 30 days.**

MEET May 2011

Size: Full Page
Frequency: 1
Color: 4 Color

Page: 135
Tear Sheets: 0
Checking Copies :
PO # :

Gross Cost: \$14,941.00

Production Charge: \$0.00

Net Cost : \$14,941.00

Prepayment : \$0.00

Total Amount Due : **\$14,941.00**

Comments:

Please Return This Portion With Your Remittance

Date: 5/1/2011

Invoice Number: 3239491

Remit To:
Pace Communications
P.O. Box 60014
Charlotte, NC 28260

Total Amount Due
Payable in U.S. Dollars

\$14,941.00

Attn : Laurie Kent
The Cliffs Communities
3851 Highway 11
Travelers Rest SC 29690

Wire Transfer Information:
Wachovia Bank
Charlotte, NC
USA
Bank ABA# 053000219
Account# 2072088220812

PACEmmunications

1301 Carolina Street / Greensboro / North Carolina 27401
336.378.6065 / pacecommunications.com

GREENSBORO NC 27401
FEDERAL EXPRESS
RECEIVED APR 24 2012

APR 27 2012

BMC GROUP

BMC Group, Inc.

Attn: Cliffs Claims Processing

P.O. Box 3020

Chanhassen, MN

55317-3020

55317302020

