

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM



Your Claim is Scheduled As Follows:
Schedule/Claim ID: S13755
AMOUNT/CLASSIFICATION:
\$31,020.00 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) :

JOHN C. LIGHTFOOT

Name and address where notices should be sent:

29347866011912
Lightfoot, John
404 N Palm Island Circle
Vero Beach, FL 32963.

828 743-4380 FROM
5/25/12 TO ABOUT
10/23/12
FOOT

Creditor Telephone Number () 231-3207 email: FOOT@MINDSPRING.COM

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.

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

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

Court Claim Number (if known):
513755
Filed on:

Payment Telephone Number () email:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 37,020 (31,020 + 6,000)

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: \$6,000 SOCIAL ATHLETIC MEMBERSHIP - SEE ATTACHED
(See instruction #2)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
0058

3a. Debtor may have scheduled account as:
SEE ATTACHED
(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: \$ _____

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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: JOHN C. LIGHTFOOT
Title: _____
Company: _____

John C. Lightfoot 5/3/12
(Signature) (Date)

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

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 AT KEOWEE VINEYARDS GOLF CLUB, LLC
MEMBERSHIP AGREEMENT**

I have received and reviewed official club documents, specifically The Cliffs at Keowee Vineyards Golf Club, LLC constitution and by-laws, rules and regulations (as modified June 1, 1999), outlining the Keowee Membership Program. I agree to participate and become enrolled as a member of The Cliffs at Keowee Vineyards Golf Club, LLC., which is managed and operated by The Cliffs Golf and Country Club, Inc. and agree to pay the applicable membership fees in the amount(s) indicated below:

<u>Membership Classification</u>	<u>Membership Fees</u>
X Keowee Social Athletic	\$6,000
X Keowee A Golf	\$35,000
___ Keowee Sports	\$ _____

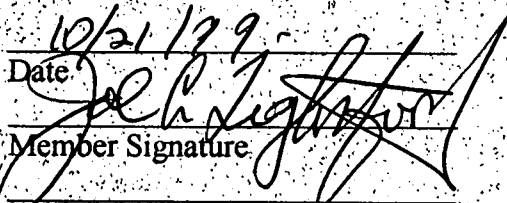
My rights and privileges as a member shall be governed by the plan documents and the club's by-laws, rules and regulations. Membership in the club does not convey any ownership, stock or equity certificate or other rights of ownership. As a member, I cannot be assessed as a matter of contract with the 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.

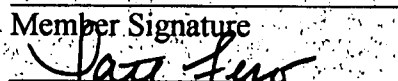
I hereby agree to release and discharge the Club, its ownership, affiliates, employees and agents from any and all claims and causes of actions that I may have against any of them regarding the Club membership program and facilities, except claims and causes of action arising from misrepresentations or omissions in the club documents.

10/21/13
Date: _____
Member Signature: 

William Boyd, Vice President
Club Operations
The Cliffs Golf & CC, Inc.

Date: _____

Member Signature: _____


Patt Fero, Club Representative
Membership Department
The Cliffs Golf & CC, Inc.

(over)

**THE CLIFFS AT KEOWEE VINEYARDS GOLF CLUB, LLC
SOCIAL ATHLETIC MEMBERSHIP ENROLLMENT FORM**

This is to certify that **John Lightfoot** has purchased a Keowee Social Athletic Membership, in conjunction with purchase of property at The Cliffs at Keowee Vineyards Community. It is acknowledged that he/she has submitted membership fees in the amount of **Six thousand dollars (\$6,000)**. It is further agreed that the member(s) understand the membership classification purchased, its privileges and benefits, and refund values associated with a resignation from the club, as outlined in the Cliffs Golf and Country Clubs constitution and by-laws, rules and regulations as modified June 1, 1999.

(For office use only)

MEMBERSHIP CLASSIFICATION:
MEMBERSHIP ACCOUNT NUMBER:
INITIATION DEPOSIT PAID:
TOTAL FEES PAID:
DATE:

**Keowee Social Athletic
L58
\$6,000
\$6,000
October 19, 1999**

10/21/99
Date

Member Signature

William Boyd, Vice President
Club Operations
The Cliffs Golf & CC, Inc.

Date

Member Signature

Patt Fero, Club Representative
Membership Department
The Cliffs Golf & CC, Inc.

**THE CLIFFS GOLF AND COUNTRY CLUBS
MEMBERSHIP CLASSIFICATIONS & FEES**

**THE CLIFFS AT KEOWEE VINEYARDS
September 1999**

<u>MEMBERSHIP CLASSIFICATION</u>	<u>MEMBERSHIP FEE</u>
KEOWEE A MEMBERSHIP	\$ 35,000.00 *
KEOWEE SPORTS MEMBERSHIP	\$ 12,000.00 *
KEOWEE CORPORATE	\$ 45,000.00
KEOWEE SOCIAL ATHLETIC	\$ 6,000.00 *
KEOWEE MARINA (Add-on) (offered to Cliffs & Valley Members)	\$ 3,500.00

GUEST AND CART FEE SCHEDULE

MEMBER DAY GUEST - \$ 75.00	DUES TWO GREENS FEE - \$ 20.00
SPORTS GREENS FEE - \$ 20.00	HOUSEGUEST FEE - \$ 45.00
MEMBER RECIPROCAL FEE - \$34.00	
EXTENDED FAMILY GREENS FEE - \$37.00	
EXTENDED FAMILY DUES ADDON - \$100.00 MONTHLY	
CART FEES: 18 HOLE - \$14.00	9 HOLE - \$10.50

* All cart, greens fees and guest fees listed are without tax. Add 5% state sales tax to cart fees. A 5% state admissions tax is included in the quoted greens fees and guest fees. Member Day Guest refers to a guest playing with a Member. The houseguest fee applies to a guest staying in residence with the Member, whose residence is within the Cliffs at Keowee Vineyards community. Member reciprocal fee applies to a Keowee Member playing the Cliffs or Valley courses. The extended family privilege program applies to a Member's adult children ages 24 to 30 yrs. old (Keowee A - dues one program)

* A Keowee Social Athletic Membership is a prerequisite to the purchase of a Keowee A membership or a Keowee Sports Membership

* Keowee Marina privilege is included in the Keowee Social Athletic Membership.

* Membership classifications and fees, guest and cart fees are subject to change upon proper determination at the sole discretion of the Club ownership. All memberships are subject to availability at all times. See Club By-laws, Rules and regulations.

(over)

THE CLIFFS AT KEOWEE VINEYARDS GOLF CLUB, LLC MEMBERSHIP CLASSIFICATIONS



KEOWEE A MEMBERSHIP...

A full and permanent golf membership offered to property owners within The Cliffs at Keowee Vineyards community, which entitles the Member and his/her family to unlimited use of all club and course facilities located at The Cliffs at Keowee Vineyards. A Keowee A Membership is available to individuals who purchase previously unsold property and said membership is purchased within thirty days of the real estate closing, or purchase property from a seller who has a Keowee A Membership available for transfer. The ability to purchase a Keowee A Membership is contingent upon the property owner having first purchased a Keowee Social Athletic Membership at the time of the real estate closing. The Keowee A Membership is considered transferable with the exchange of property ownership in a resale. The Keowee A Membership also provides for use of all recreational and social amenities located at The Cliffs at Glassy community and the Cliffs Valley community, excepting golf privilege, which is acquired through separate membership purchase, based on availability. Some reciprocal golf privileges at the Cliffs course and Valley Course are also provided. Keowee A Members have a 14 day advance tee time.



KEOWEE SPORTS MEMBERSHIP...

A permanent golf membership offered to property owners within The Cliffs at Keowee Vineyards, who purchase property which has no Keowee A membership available, and/or who do not purchase the Keowee A membership within thirty days of the real estate closing. The Keowee Sports Membership entitles the Member and his/her family to use of all club and course facilities located at The Cliffs at Keowee Vineyards. The ability to purchase a Keowee Sports Membership is contingent upon the property owner having first purchased a Keowee Social Athletic Membership at the time of the real estate closing. The Keowee Sports Membership is a non-transferable membership in the exchange of property ownership in a resale. A Keowee Sports Membership does provide for a "membership reservation slot" for the buyer in a resale situation. The Keowee Sports Membership also provides for use of all recreational and social amenities located at The Cliffs at Glassy community and Cliffs Valley community, excepting golf privilege, which is acquired through separate membership purchase, based on availability. Purchase of a Keowee Sports Membership is contingent on availability at all times, as determined by the club ownership and management. Some reciprocal golf privileges at The Cliffs Course and the Valley Course are also provided. Keowee Sports Members pay greens fees in addition to cart fees when playing the course and have a 7 day advance tee time.



KEOWEE SOCIAL ATHLETIC MEMBERSHIP...

A recreational membership offered to property owners within The Cliffs at Keowee Vineyards community which entitles the Member and his/her family to use of all recreational, social, and marina facilities at The Cliffs at Keowee Vineyards, excepting golf privilege. Additionally, it includes use of all recreational and social facilities, excepting golf privilege, at The Cliffs at Glassy community and the Cliffs Valley community. Keowee Social Athletic Membership is a prerequisite to the property owner's ability to purchase a Keowee A Golf Membership.



KEOWEE MARINA MEMBERSHIP...

A recreational membership offered to property owners within The Cliffs Communities which entitles the member and his/her family to use all Marina facilities at the Cliffs at Keowee Vineyards. Marina privilege is included in the Keowee Social Athletic Membership. Keowee Marina Membership may be purchased as an add-on membership for Cliffs at Glassy and Cliffs Valley property owners, based on availability.



THE CLIFFS GOLF & COUNTRY CLUB, INC.
CLIFFS VALLEY GOLF & COUNTRY CLUB, INC.
CLIFFS AT KEOWEE VINEYARDS GOLF CLUB, LLC.

The Cliffs Golf & Country Club, Inc., Cliffs Valley Golf & Country Club, Inc., and The Cliffs at Keowee Vineyards Golf Club, LLC. are privately owned. The clubs are operated by The Cliffs Golf Management Group, Inc. The clubs, though structured as separate operating entities, have established some reciprocity agreements that provide for certain club privileges at all three community locations.

JOHN C. LIGHTFOOT
404 North Palm Island Circle
Vero Beach FL 32963
772-231-3207
fax 231-7993

September 3, 2012

BMC Group, Inc.

Sirs:

I hope I have completed this form correctly. If not, kindly contact me and I will respond with whatever you require.

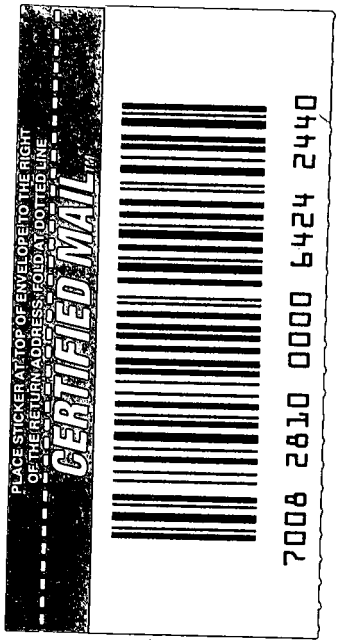
Thank you.

Sincerely,

John C. Lightfoot

P.S. Magan, at the cliffs offices confirmed to me by phone on 12/8/10 that my "refundable amount" was \$41,000 (as of that date).

John C. Lightfoot
404 N. Palm Island Circle
Vero Beach, FL 32963



BMC Group Inc.
attn: Claims Processing
P.O. Box 3020
Chanhassen, MN 55317-3020

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