

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM



Your Claim Is Scheduled As Follows:
Schedule/Claim ID: s15471
AMOUNT/CLASSIFICATION:
\$102,654.00 UNSECURED

Name of Debtor:
The Cliffs at Walnut Cove Golf & Country Club, LLC

Case Number:
12-01227

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) :
William Clear

Name and address where notices should be sent:

29347866003396
Clear, William
3685 Peachtree Road, Unit 10
Atlanta, GA 30319

RECEIVED

MAY 07 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.

THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number () email: bclear@trilliumgmt.com

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

Clear, William
3685 Peachtree Road, Unit 10
Atlanta, GA 30319

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 \$ 102,654.00

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: Refund due upon sale of golf membership - See Attachments
(See instruction #2)

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).

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

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).

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

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).

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: Martha A. Miller

Title: _____

Company: Attorney

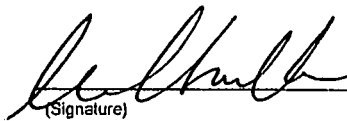
Address and telephone number (if different from notice address above):

Schulten Ward & Turner, LLP

260 Peachtree Street, NW Suite 2700

Atlanta, Georgia 30303

Telephone number: _____
 email: (404) 688-6800 mam@swtlaw.com

 4/30/2012
 (Signature) (Date)

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

**THE CLIFFS CLUB & HOSPITALITY GROUP, INC.
THE CLIFFS AT WALNUT COVE GOLF & COUNTRY CLUB, LLC
MEMBERSHIP ADDENDUM**

This document shall serve as official record of membership agreement between David and Tricia Wyche (buyer), and William and Elaine Clear (seller) in conjunction with property transfer identified as **Section 5 Lot 11, The Cliffs at Walnut Cove**.

It is understood that David and Tricia Wyche have purchased said property from William and Elaine Clear, and have elected to re-purchase the Walnut Cove Golf Membership held by William and Elaine Clear. David and Tricia Wyche will pay at closing the fee of one hundred thousand dollars (\$100,000.00) to the club to re-purchase the Walnut Cove Golf Membership. Of the \$100,000.00 membership fees collected, William and Elaine Clear are due a refund in the amount of one hundred thousand dollars (\$100,000.00) or 100% of the total fees collected in accordance with refund policies and procedures as outlined in The Cliffs Club & Hospitality Group, Inc. Master Membership Plan. The Walnut Cove Golf Membership re-purchased shall retain all rights, benefits and privileges as provided for in the Master Membership Plan, current edition published January, 2009.

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

9-23-11

Date

Nate Weyand
Membership Director
The Cliffs Club & Hospitality Group, Inc.

9-23-11

Date

Member Signature

Member Signature



**Cliffs Club Membership Addendum
(Resale Transaction)**

THIS CLIFFS CLUB GOLF MEMBERSHIP ADDENDUM is executed by and among The Cliffs Club & Hospitality Group, 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: David + Tricia Wyche Community: Walden Cove
 Section: 5
 Property #: 11 Agreement Date: 8/24/11

1. Cliffs Club Membership.

The Seller acknowledges that the above referenced property:

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

Seller acknowledges that they must submit a written resignation letter to Cliffs Club & Hospitality Group, Inc. for their membership effective the date of closing. _____ (Seller Initial)

The Purchaser: (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). _____ (Purchaser initial)

(a) If Seller Has Golf Membership to Resign that Purchaser 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.

Purchaser DW Purchaser PW Seller _____ Seller _____ have read this page
(ResaleAdd-105.doc)

3. Effective Date. This Cliffs Club Golf Membership Addendum shall become effective the last date executed by a party to be bound hereby, and is subject to all other terms and conditions of the Agreement.

<u>David Wyche</u>	<u>8/31/11</u>	<u>8:00 AM</u>	
Purchaser	Date	Time	SSN
<u>Tricia Wyche</u>	<u>8/31/11</u>	<u>8:00 AM</u>	
Purchaser	Date	Time	SSN
<u>[Signature]</u>	<u>9-6-11</u>	<u>10:00 AM</u>	
Seller	Date	Time	SSN
Seller	Date	Time	SSN
For The Cliffs Club by:			
The Cliffs Club & Hospitality Group, Inc.	Date	Time	SSN

Purchaser DW Purchaser PW Seller _____ Seller [Signature] have read this page
(Revised 4/03 doc)

WM. SCOTT SCHULTEN
KEVIN L. WARD
DAVID L. TURNER
SUSAN KASTAN MURPHEY
ERIN S. STONE
ERIC L. WEISS
JON R. ERICKSON
JILL D. PRUSSACK
WILLIAM M. JOSEPH
MARTHA A. MILLER
MARIA F. STEDRY
DEAN R. FUCHS
JOSEPH L. KELLY
J. ZACHARY ZIMMERMAN
ANDREA L. PAWLAK
WINFIELD L. POLLIDORE
BRANDON C. HARDY
LESLIE A. BROOKING
COREY N. CUTTER



A LIMITED LIABILITY PARTNERSHIP

260 PEACHTREE ST., N.W.
SUITE 2700
ATLANTA, GEORGIA 30303
TELEPHONE (404) 688-6800
www.swtlaw.com

STEVEN H. SADOW, SPECIAL COUNSEL
WHITE COLLAR CRIME AND HIGH PROFILE CRIMINAL DEFENSE

THOMAS RICHELO, OF COUNSEL

May 3, 2012

BMC Group, Inc.
Attn: Cliffs Claim Processing
P.O. Box 3020
Chanhassen, MN 55317-3020

Re: The Cliffs at Walnut Cove Golf & Country Club, LLC
Case No. 12-01227

Dear Sir/Madam:

With regard to the above-referenced matter, enclosed for filing please find two (2) original Proofs of Claim on behalf of William Clear.

Sincerely,



Martha A. Miller

MAM:thh
Enclosures

SCHULTEN WARD & TURNER

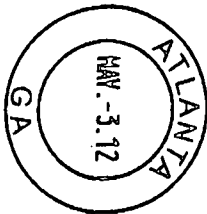
ATTORNEYS AT LAW



260 PEACHTREE ST., N.W.

SUITE 2700

ATLANTA, GEORGIA 30303



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BMC Group, Inc.

Attn: Cliffs Claim Processing

P.O. Box 3020

Chanhassen, MN 55317-3020

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