

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF SOUTH CAROLINA		PROOF OF CLAIM
Name of Debtor: The Cliffs at Walnut Cove Golf & Country Club, LLC	Case Number: 12-01227-hb	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Sam Casamento		COURT USE ONLY
Name and address where notices should be sent: Sam Casamento Post Office Box 2212 Rancho Santa Fe, CA 92067		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Telephone number: (858) 759-6700 email: srccasamento@yahoo.com		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: _____ email: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>100,000.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>constructive trust/membership resale</u> (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 the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Constructive trust/resale Value of Property: \$ <u>100,000.00</u> Annual Interest Rate <u>0</u> % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ <u>100,000.00</u> Amount Unsecured: \$ _____
5. Amount of Claim Entitled to 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 priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).
<input type="checkbox"/> 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).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)().
		Amount entitled to priority: \$ _____
*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)		

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7. Documents: Attached are redacted copies of any 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 the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor.
- (Attach copy of power of attorney, if any.) (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.

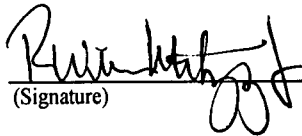
Print Name: R. William Metzger, Jr.

Title: Attorney

Company: Robinson, McFadden & Moore, P.C.

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

P.O. Box 944
Columbia, SC 29202


(Signature)

5-10-2012
(Date)

Telephone number: 803-779-8900 email: bmetzger@robinsonlaw.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.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

THE CLIFFS CLUB & HOSPITALITY GROUP, INC.
MASTER MEMBERSHIP PLAN

PROLOGUE
PURPOSE OF THIS PLAN

The Membership Plan for the Cliffs Clubs detailed herein, the Rules and Regulations of The Cliffs Clubs from time to time adopted by the Clubs, and the Application for Membership (collectively, the "Membership Plan"), together offer property owners in the Cliffs at Glassy, Cliffs Valley, Cliffs Valley North, Cliffs at Keowee Falls (North), Cliffs at Keowee Vineyards, Cliffs at Keowee Falls South, Cliffs at Walnut Cove, Cliffs at Keowee Springs, Cliffs at Mountain Park and Cliffs at High Carolina (hereinafter collectively referred to as the "Cliffs Communities") an opportunity to obtain membership privileges at one or more of the golf and country club facilities operated under the banner, "Cliffs Clubs."

The Cliffs at Glassy Golf & Country Club, LLC, The Cliffs Valley Golf & Country Club, LLC,, The Cliffs at Keowee Vineyards Golf & Country Club, LLC, The Cliffs at Walnut Cove Golf & Country Club, LLC, The Cliffs at Mountain Park Golf & Country Club, LLC, The Cliffs at Keowee Falls Golf & Country Club, LLC, The Cliffs at Keowee Springs Golf & Country Club, LLC, and The Cliffs at High Carolina Golf & Country Club, LLC (hereinafter collectively referred to as the "Cliffs Clubs"); affiliates of The Cliffs Club & Hospitality Group, Inc., own the club facilities in the Cliffs Communities and are all operated by The Cliffs Club & Hospitality Group, Inc. for the use and benefit of its members and any others accorded use and access privileges by the Cliffs Clubs. When used herein, the term "Home Club" refers to the membership club located in or adjacent to and serving the Cliffs Community where a property owner's property is located

Each membership permits the Member, in exchange for a membership deposit, periodic dues and product charges and service fees, to use such of the recreational, dining and social facilities of the Home Club as are accorded use privileges pursuant to the Member's membership classification and the product and service offerings at the facility. In addition, a Home Club Member may also enjoy reciprocal usage privileges of the amenities and facilities located within other Cliffs Communities, as specifically granted for the Member's membership classification by and outlined in this Membership Plan.

OWNERSHIP AND USE OF THE CLUB FACILITIES

Each Home Club's facilities are operated through the club management services division of The Cliffs Club & Hospitality Group, Inc. These facilities may include a golf course and related practice facilities, as well as tennis, swimming, fitness, wellness, dining and other recreational facilities and amenities which may be available for use by Members according to the access and use rights conferred by a member's membership classification under this Membership Plan. We will refer to all the facilities owned by the Home Clubs collectively as the "Clubs Facilities."

The membership privileges of use of the Clubs Facilities are granted by a non-exclusive, revocable license. By acquiring a membership, the Member does not acquire any ownership interest in the Home Club or in any Cliffs Club or any Club Facilities. By the same token, a Member is not subject to special assessments or any deficit-funding requirement, which remain the sole responsibility of the Cliffs Clubs.

11.1 Initiation Deposit - Members who joined prior to June 1, 1999 under the original master membership program paid a membership amount that consisted of 80% initiation deposit and 20% non-refundable membership fee. Members joining after June 1, 1999 paid a 100% initiation deposit. The initiation deposit portion of the membership fees paid is the refundable portion through the resignation and reissuing of a membership or voluntary resignation of membership through the required process outlined in the Membership Plan.

11.2 When Initiation Deposits Will Be Refunded - A Member paying an initiation deposit, as outlined in Section 11.1 is due a refund thirty (30) years following the date the Member joined in an amount equal to the initiation deposit paid, or according to the refund policy as outlined in this Membership Plan, whichever comes first. If one is still a Member at the end of thirty (30) years, such Member will be allowed to continue his/her membership by paying the applicable periodic dues and charges incurred until the Member subsequently resigns from the Club. A Member who elects to continue his or her membership at the end of the 30-year period will not be counted toward any cap or limits on the total number of Members or the number of Members in any category of membership. Refunds occurring as a result of a Member who sells his/her property, resigns their membership and subsequent re-issuance of membership to their resale buyer will be paid within 30 days following such re-issuance of the membership to the resale buyer at closing. Voluntary resignations will be refunded consistent with The Cliffs Clubs processing of accounts payable, and will be processed only on the basis of one (1) refund for every five (5) memberships issued by the Cliffs Club from its previously unissued memberships within the same classification as the resigned membership. Voluntary resignation refunds occurring at Home Clubs within Cliffs Communities where the remaining previously unsold company inventory is less than 15% of total lots available within the Cliffs Community will be processed only on the basis of one (1) refund for every three (3) memberships issued by the Cliffs Club within the same classification as the resigned membership.

11.3 Membership Classification Downgrade - A Member who chooses to downgrade to a different membership classification shall resign their current membership classification and provide the Club with appropriate notice as outlined in this Membership Plan. The Member will receive a refund, if applicable, equal to the difference in the amount of the original membership's initiation deposit previously paid and the amount of the prevailing new membership's initiation deposit. All reclassifications of membership are subject to eligibility, requirements, availability and applicable reclassification fees at the time.

12. Dues - All classifications of membership require the payment of periodic dues. Periodic dues are charged for the basic privileges accorded a Member by the membership classification acquired. Payment of dues does not cover purchases and charges for products and services offered at a Club Facility ordered by a Member, for example, merchandise, food and beverage, greens and cart fees, guest and tournament fees, and miscellaneous service and rental fees. The frequency of periodic dues and the amount of dues per membership classification is determined by the Cliffs Clubs, which has the sole authority and discretion to modify and change dues amounts and payment schedules upon management's determination. All dues billed are due and payable upon receipt. The payment of dues will not be abated for any reason, including, without limitation, any extended absences of the Member from the area, or any temporary disability preventing the Member's use of the club facilities. The Club may, but shall not be obligated, to offer dues levels that require the payment of greens fees and other usage fees for certain membership classifications. Members who have been issued Cliffs Golf Membership Add-on privileges at another Cliffs course may be charged additional dues. Members who have been issued marina add-on privileges may be charged additional dues. Members who own multiple properties and multiple memberships of the



**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: Gary West Community: Walnut Cove
Section: 6
Property #: 87 Agreement Date: _____

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 Club & Hospitality Group, Inc. for their membership effective the date of closing. [Signature] (Seller initial)

The Purchaser: (Check only one)

- will purchase seller's full golf membership for \$100,000 (refundable initiation deposit);
- will purchase seller's full golf membership for \$50,000 (non-refundable initiation deposit);
- will purchase family membership for \$ 50,000 (refundable initiation deposit);
- will purchase wellness membership for \$ 25,000 (refundable initiation deposit)
- 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 SEW Purchaser _____ Seller [Signature] Seller _____ have read this page:

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 a member, Purchaser should take the time to read the Membership Plan prior to acquiring a membership.

(a) **Golf Membership.** The ability to acquire permanent golf privileges is reserved to those who acquire a Cliffs Golf Membership. Acquisition of a Cliffs Golf Membership by Purchaser is subject to the availability of a resigned Golf Membership by the Seller, and if Seller's membership resignation and Purchaser's application for membership and payment of the then required deposit upon Closing between Seller and Purchaser. **If the Purchaser wants its future resale purchaser of the Property in a resale transaction to also be guaranteed the ability to acquire a Cliffs Golf Membership, following the Purchaser's membership resignation and the Club's re-issuance of Purchaser's resigned membership to a resale purchaser at the resale closing pursuant to the requirements of the Club's Membership Plan, the Purchaser must acquire a resigned Cliffs Golf Membership from Seller within the period of time above provided.** A Cliffs Golf Membership is subject to availability at all times as determined by the Club. If Purchaser acquires a Cliffs Golf Membership, the Purchaser's monthly membership dues will commence with the issuance of the membership, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time.

(b) **Cliffs Family Membership.** If Purchaser elects only to acquire a Cliffs Family Membership after Seller's Golf Membership resignation, then upon making application and funding the required deposit at the Purchaser's Property closing with Seller, Purchaser will be issued a Cliffs Family Membership in the Club, but Purchaser's future resale purchaser will have no guarantee of the availability and issuance of a Golf membership. Monthly membership dues will commence with the issuance of the membership to Purchaser, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time. Furthermore, if Seller resigns a Cliffs Golf membership and Purchaser only acquires a Cliffs Family Membership, Seller will receive a refund of Seller's membership deposit only following its re-issuance when it comes to the top of the waiting list and in accordance with the Membership Plan.

(c) **Cliffs Wellness Membership.** If Purchaser elects only to acquire a Cliffs Wellness Membership after Seller's Golf Membership resignation, then upon making application and funding the required deposit at the Purchaser's Property closing with Seller, Purchaser will be issued a Cliffs Wellness Membership in the Club, but Purchaser's future resale purchaser will have no guarantee of the availability and issuance of a Golf membership. Monthly membership dues will commence with the issuance of the membership to Purchaser, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time. Furthermore, if Seller resigns a Cliffs Golf membership and Purchaser only acquires a Cliffs Wellness Membership, Seller will receive a refund of Seller's membership deposit only following its re-issuance when it comes to the top of the waiting list and in accordance with the Membership Plan.

(d) **Club's Membership Plan.** If Purchaser acquires a Club membership, the governing documents of the Club require that upon resale of the Purchaser's property to a resale purchaser, all of Purchaser's membership privileges in the Club must be resigned. So long as Purchaser is a Club member in good standing, and the initiation deposit paid is refundable, Purchaser will be entitled to a refund equal to one hundred percent (100%) of the initiation deposit made for membership in the Club upon Purchaser's Club membership resignation or an amount equal to the then prevailing amount of the initiation deposit paid by Purchaser for the membership, whichever is less and any remaining amount due to member shall be placed in line for payment according to Membership Plan. In addition, the Membership Plan does not permit assignment by Purchaser of Club membership or assignment of privileges thereunder. If Purchaser's resale purchaser wishes a membership, he or she will have to acquire a membership directly from the Club at the then prevailing rates, which may be more or less than the deposit Purchaser made. As previously indicated, a Cliffs Golf Membership is not guaranteed to be available to Purchaser's resale purchaser if Purchaser does not acquire one resigned by Seller pursuant to subparagraph (a) above.

Purchaser GEW Purchaser _____ Seller [Signature] Seller _____ have read this page

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.

Gary E West 10/22/11
Purchaser _____ Date _____ Time _____ SSN _____

Purchaser _____ Date _____ Time _____ SSN _____

Berazind Wood 10/25/11
Seller _____ Date _____ Time _____ SSN _____

Seller _____ Date _____ Time _____ SSN _____

As Manager for The Cliffs at Walnut Cove Golf Country Club, LLC by:

The Cliffs Club & Hospitality Group, Inc. Date _____ Time _____ SSN _____

GEW
Purchaser _____ Purchaser _____ Seller BW Seller _____ have read this page
Nw9.9.2011



ROBINSON MCFADDEN
ATTORNEYS AND COUNSELORS AT LAW

ROBINSON, MCFADDEN & MOORE, P.C.

COLUMBIA, SOUTH CAROLINA

R. William Metzger, Jr.

1901 MAIN STREET, SUITE 1200

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PH

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FAX

(803) 744-1550

May 10, 2012

VIA FEDERAL EXPRESS

bmetzger@robinsonlaw.com

BMC Group, Inc.
Attn: Cliffs Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

**Re: The Cliffs at Walnut Cove Golf & Country Club, LLC
Bankruptcy Case No. 12-01227-hb
Our File No. 30959-0001**

Dear Sir or Madam:

Enclosed for filing please find two (2) Proofs of Claim in the above-referenced matter. Please file same and return clocked copies in the enclosed envelope.

Thank you for your assistance in this matter.

Sincerely,

ROBINSON, MCFADDEN & MOORE, P.C.

R. William Metzger, Jr.

RWM/mhw

Enclosures

cc: Mr. Sam Casamento

From: (803) 779-8900
 R. William Metzger, Jr., Esquire
 Robinson McFadden & Moore, P.C.
 1901 Main Street, Suite 1200

Origin ID: USCA



J12101112190225

Columbia, SC 29201

Ship Date: 10MAY12
 Act/Wgt: 1.0 LB
 CAD: 5280205/NET3250

Delivery Address Bar Code



Ref # 30959-0001
 Invoice #
 PO #
 Dept #

SHIP TO: (952) 404-5700 **BILL SENDER**
Attn: Cliffs Claims Processing
BMC Group, Inc.
18675 LAKE DR E

CHANHASSEN, MN 55317

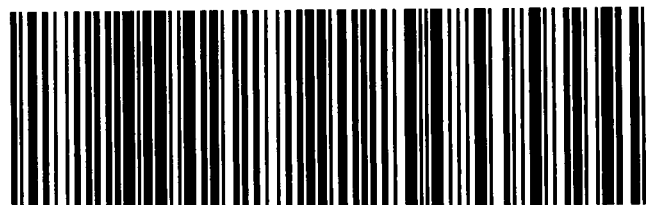
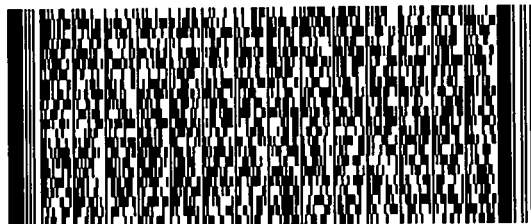
FRI - 11 MAY A1
PRIORITY OVERNIGHT
RECEIVED

TRK# 7983 8273 8444
 0201

MAY 11 2012 55317
 MN-US

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BMC GROUP MSP



512G361A4/A278

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.