

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM

Name of Debtor:
The Cliffs Club & Hospitality Group, Inc.

Case Number:
12-01220

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) :
George D. Cox and Betty H. Cox

Name and address where notices should be sent:
29347867011398
George and Betty Cox
151 Banks Road
Easley, SC 29640

RECEIVED

MAY 17 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 () (cell) 864-423-6244

email: bhcox@bellsouth.net

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

same as above

(cell) 423-6244

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 (864) 423-6244 mail: bhcox@bellsouth.net

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 200,000

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: mortgage note protection
(See instruction #2)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
1234

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: \$ 200,000 (see note) *

Annual Interest Rate: 15 % 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



00715

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)

* agreement to receive the Revenue from the Cingular Wireless Telephone Tower.

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: George D. Cox and Betty H. Cox
 Title: _____
 Company: _____

George D. Cox 5-14-12
Betty H. Cox 5.14.12
 (Signature) (Date)

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

Telephone number: (864) 423-6244 email: bhcox@bellsouth.net

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



2011080545

MISC/DEED

3 PGS

Book: DE 2397

Page: 1866-1868

November 28, 2011 03:44:55 PM

Rec: \$10.00

Cnty Tax: \$0.00

State Tax: \$0.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

FILED IN GREENVILLE COUNTY, SC

MEMORANDUM OF ASSIGNMENT
AND RE-PURCHASE

THIS MEMORANDUM OF ASSIGNMENT AND RE-PURCHASE ("Memorandum") is made and entered into this 29th day of September, 2011, by and between George D. Cox and Betty H. Cox ("Assignee") and Victoria A. Anthony ("Assignor")

RECITALS:

- A. This Agreement is to assign the revenue from the attached Agreement (Exhibit "A") between Victoria A. Anthony as (Assignee) and The Cliffs at Glassy, Inc. as (Assignor) for the assignment of the Option and Ground Lease Agreement by and between The Cliffs Communities, Inc. and BellSouth Personal Communications, LLC d/b/a Cingular Wireless dated June 7, 2004 and an Addendum to the Option and Ground lease Agreement dated June 7, 2004 and as amended by the First Amendment to Option and Ground Lease Agreement (Exhibit "B") dated November 30, 2010, in consideration for the full and complete forgiveness of the loan made to the Victoria A. Anthony in the amount of \$200,000 and interest at a rate of 15.0% per annum.
- B. **Lease Payments:** Annual lease payments as referenced in Exhibit "B" received by the Assignor shall be paid to the Assignee within ten (10) business days of the receipt of these funds.
- C. **Special Provisions:** The Assignor reserves the right to repurchase this assignment at a future date. This repurchase of the assignment shall be made with the payment in full of the principal balance of \$200,000 plus all interest earned through the date of repurchase at 15.0% per annum, less any payments made from the assignment of the lease revenue.

IN THE PRESENCE OF:

Victoria A. Anthony

Assignee:
George D. Cox

By: *George D Cox*

Betty H. Cox

Betty H. Cox

By: *Betty H Cox*

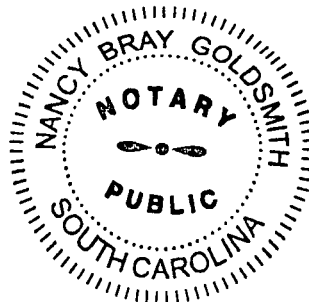
STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 29th day of September, 2011 by George D. Cox and Betty H. Cox.

Nancy Bray Goldsmith
Notary Public for South Carolina

My commission expires: 11/29/2015



Wendy Roberts

King Nelson

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Assignor:
Victoria A. Anthony

By: [Signature]

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 29th day of September, 2011 by Victoria A. Anthony.

Nancy Bray Goldsmith
Notary Public for South Carolina

My commission expires: 11/29/2015

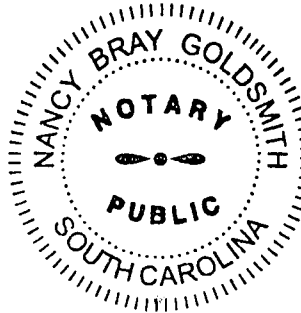


Exhibit "A"

Option and Ground Lease Agreement by and between The Cliffs Communities, Inc. and BellSouth Personal Communications, LLC d/b/a Cingular Wireless dated June 7, 2004. ") and an Addendum to the Option and Ground lease Agreement dated June 7, 2004

Exhibit "B"

First Amendment to Option and Ground Lease Agreement (Exhibit "B") dated November 30, 2010

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2011080545 Book: DE 2397 Page: 1866-1868
November 28, 2011 03:44:55 PM

Timothy J. Hanney

AGREEMENT

This Agreement is made and entered into this 29th day of September, 2011, by and between George D. Cox and Betty H. Cox ("**Assignee**") and Victoria A. Anthony ("**Assignor**")

This Agreement is to assign the revenue from the attached Agreement (Exhibit "A") between Victoria A. Anthony as (Assignee) and The Cliffs at Glassy, Inc. as (Assignor) for the assignment of the Option and Ground Lease Agreement by and between The Cliffs Communities, Inc. and BellSouth Personal Communications, LLC d/b/a Cingular Wireless dated June 7, 2004 and an Addendum to the Option and Ground lease Agreement dated June 7, 2004 and as amended by the First Amendment to Option and Ground Lease Agreement (Exhibit "B") dated November 30, 2010, in consideration for the full and complete forgiveness of the loan made to the Victoria A. Anthony in the amount of \$200,000 and interest at a rate of 15.0% per annum.

Lease Payments:

Annual lease payments as referenced in Exhibit "B" received by the Assignor shall be paid to the Assignee within ten (10) business days of the receipt of these funds.

Special Provisions:

The Assignor reserves the right to repurchase this assignment at a future date. This repurchase of the assignment shall be made with the payment in full of the principal balance of \$200,000 plus all interest earned through the date of repurchase at 15.0% per annum, less any payments made from the assignment of the lease revenue.

Miscellaneous:

The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions of this Agreement, which shall be construed in all respects as if the invalid and unenforceable provision were omitted. For the convenience of the parties, duplicate originals of this Agreement may be executed and each original shall be deemed to be an original instrument. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. Titles of the paragraphs and subparagraphs included in this Agreement have been inserted as a matter of convenience for reference only and shall not affect the meaning or construction of any of its terms or provisions. This Agreement and all documents and instruments incorporated in this Agreement by specific reference are intended by the parties to be the final and entire expression of their agreement and constitute a complete and exclusive statement of the terms of this Agreement notwithstanding any representations or statements to the contrary previously made. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by a

further written agreement duly executed by the parties. Failure by either party to insist upon or enforce any of its rights hereunder shall not constitute a waiver thereof. In the event of litigation relating to enforcement of rights under this Agreement, the prevailing party shall be entitled to recover all litigation expenses, including, but not limited to, attorneys' fees and court costs, from the non-prevailing party. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, devisees, personal representatives, successors and assigns.

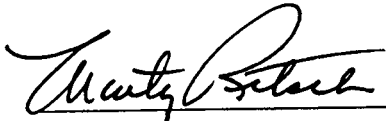
Facsimile as Counterpart:

The Assignor and Assignee agree that receipt of a signed Agreement by facsimile will be the same as receipt of an original signed Agreement.

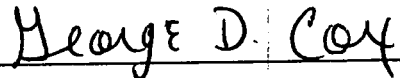
Memorandum of Agreement:


The Assignee and the Assignor agree to execute a Memorandum of this Agreement to be recorded at any time after the execution of this Agreement.

IN THE PRESENCE OF:

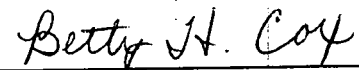


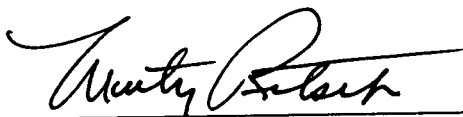
Assignee:
George D. Cox

By: 



Betty H. Cox

By: 



Assignor:
Victoria A. Anthony

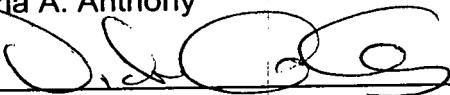
By: 

Exhibit "A"

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Exhibit "B"

First Amendment to Option and Ground Lease Agreement (Exhibit "B") dated
November 30, 2010

George & Betty Cox
151 Banks Rd.
Easley, SC 29640

U.S. POSTAGE
EASLEY, SC
MAY 14 12
AMOUNT
\$1.30
00020105-0



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1000

FIRST CLASS

RECEIVED
MAY 17 2012
BMC GROUP

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

FIRST CLASS