

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM

Name of Debtor:

The Cliffs Golf & Country Club

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) :

JAMES E. MILLER

Name and address where notices should be sent:

JAMES E. MILLER
124 Silver Bell Ln
Sunset SC 29685

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 ()

email:

(864) 868-0903 jmmj@bellscouth.net

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.

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 \$ 55,200

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:

(See instruction #2)

Membership Agreement (see attached)

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).

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



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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: JAMES E. MILLER
 Title: _____
 Company: _____

James E. Miller 5/7/2012
 (Signature) (Date)

Address and telephone number (if different from notice address above):
124

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



**QUESTIONS AND ANSWERS
ABOUT THE MEMBERSHIP PROGRAM MODIFICATIONS
APRIL 1999**

Question: As a current Cliffs A, Valley A or Keowee A Member, how do the new changes affect me in a resale, and subsequent transfer of my "A" membership, and refund due me?

Answer: As a current Cliffs A, Valley A or Keowee A Member, you are "grandfathered" into the original provisions of the master membership program regarding transfer of your "A" membership. At the time of resale, if the buyer opts for you to transfer your "A" membership to him, you will receive the greater of the amount of initiation deposit paid at the time you joined, or 80% of the membership fees paid by the buyer at the time of transfer.

Question: As a current Cliffs A, Valley A or Keowee A Member, how do the program modifications affect me in the event of a voluntary resignation from the club?

Answer: As a current Cliffs A, Valley A or Keowee A Member, you are grandfathered into the original membership program. In the event of a voluntary resignation from the club, you are entitled to receive the amount of initiation deposit paid (initiation deposit portion of the total fees paid) at the time you joined the club. In most cases, this represents 80% of the fees paid at that time, with the exception of Charter Members, who paid 100% initiation deposit at the time they joined the club. (100% of membership fees paid were designated as initiation deposit portion)

Question: As a current Cliffs A, Valley A or Keowee A Member, how do the program modifications affect me in a resale, in which I am transferring my primary "A" (home course) membership and my add-on "A" membership?

Answer: Again, as a current "A" Member, you are "grandfathered" into the original provisions regarding transfer of a membership. At the time of resale, if the buyer opts to have you transfer your add-on "A" membership, in addition to your primary "A" (home course) membership, you will receive the greater of the amount of initiation deposit paid at the time you purchased the add-on "A" membership, or 80% of the membership fees paid by the buyer for the add-on membership at the time of transfer. Transfer of an add-on "A" membership is contingent upon the transfer of the primary (home course) A membership first. This applies to current A members who purchased an add-on membership prior to June 1, 1999.

Current membership fee \$100,000.

80% = \$80,000

less original deposit (is refunded - see additional claim) 24,800

This Claim = \$55,200

Fido



April, 1999

Dear Cliffs Golf and Country Club Members,

We are writing at this time to update you on some modifications to the master membership program. As the membership program modifications need to be incorporated in the club by-laws, we enclose insert sheets for your by-law sets. Additionally, we are pleased to offer you new add-on membership program opportunities.

Overview of current membership program...

For the purposes of helping you clearly understand the modifications to the master membership program, we want to firstly review the components that will be modified, as they exist in the current master membership program.

- (a) All members pay a total membership fee for a particular class of membership when they join the club.
- (b) Under the existing program, the total membership fees paid are broken down into two categories on the member's enrollment form. Except for Cliffs Charter and Valley Charter members, the total fees paid are recorded as follows:
 - 80% of the total fees paid are considered initiation deposit portion (which means the **refundable** portion)
 - 20% of the total fees paid are considered a **non-refundable** membership fee.
- (c) Under the existing program, it is the initiation deposit portion that is refundable to the member in the event of a **voluntary resignation** from the club. (Article IX, Section III)
- (d) Under the existing program, the refund due the Charter or A Member involved in a **membership transfer** is based on the initiation deposit portions of the total membership fees paid by the resigning member (seller). The following is the refund due at the time of transfer:
 - the original amount of initiation deposit paid at the time the Charter or A Member (who is resigning) paid at the time they joined the club;
 - or,
 - eighty percent of the total membership fees (initiation deposit portion) being charged to the new Member for the same category of membership.

Overview of changes to master membership program...

- (a) Effective **June 1, 1999**, membership fees paid for **new** Cliffs A, Cliffs Sports, Cliffs Social Athletic, Cliffs Social, Valley A, Valley Sports, Valley Social Athletic, Keowee A, Keowee Sports and Keowee Social Athletic memberships will be considered 100% initiation deposit. Membership fees paid for Corporate and temporary membership classifications shall remain unchanged; with 80% of the membership fee paid considered initiation deposit.

This change affects the manner in which new membership fees are treated and does not affect existing members or fees paid prior to June 1, 1999. The initiation **deposit portion** of the membership fees remains 100% refundable for both existing members and new members upon voluntary resignation from the Club. (In most cases, this represents 80% of the fees paid at the time you joined the club, with the exception of Charter members, who paid 100% initiation deposit at the time they joined the Club).

For **current** Cliffs Charter, Cliffs A, Valley Charter, Valley A, and Keowee A members, upon the transfer of the membership in conjunction with the sale of a member's property, the resigning member (seller) is entitled to a refund in the amount of the **greater of** the initiation deposit paid by such member (when the member joined the club), or 80% of the membership fees (initiation deposit portion) being charged to the new member (buyer).

- (b) Effective June 1, 1999, all membership fees paid for **new add-on "A"** memberships will be considered 100% initiation deposit.

This change affects the manner in which membership fees for new add-on memberships are treated and does not affect existing add-on memberships or fees paid prior to June 1, 1999. The initiation **deposit portion** of the add-on membership fees remains 100% refundable for both existing add-on members and new add-on members upon voluntary resignation from the Club. (For existing add-on memberships, or fees paid prior to June 1, 1999, this represents 80% of the fees paid at the time you purchased the add-on membership)

For **current** Charter or "A" members, or those who add-on an "A" Membership before June 1, 1999, upon the **transfer of the add-on** membership in conjunction with the sale of a member's property (and the transfer

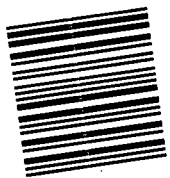
James Miller
124 Silver Bell Ln.
Sunset, SC 29685-2239



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