



UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA		PROOF OF CLAIM	
Name of Debtor: The Cliffs at Glassy Golf & Country Club, LLC		Case Number: 12-01234	Your Claim is Scheduled As Follows: Schedule/Claim ID: s12246 AMOUNT/CLASSIFICATION: \$50,000.00 UNSECURED (CONTINGENT)
<small>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).</small>			
Name of Creditor (the person or other entity to whom the debtor owes money or property) :		 MAY 24 2012 BMC GROUP	
Name and address where notices should be sent:  29347866004793 Gay, Clayton 190 West Augusta Lane Slidell, LA 70458			
Creditor Telephone Number (487) 707-5927 email: CLAYTON.GAY@GMAIL.COM			
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> 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.	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known): _____ Filed on: _____
Payment Telephone Number () email:		THIS SPACE IS FOR COURT USE ONLY	
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>50,000.00</u>			
<input type="checkbox"/> If all or part of your claim is secured, complete item 4. <input type="checkbox"/> If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> 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) <u>CLIFFS AT GLASSY CLUB MEMBERSHIP (REFUNDABLE DEPOSIT)</u>			
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: <u>0165</u>		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.		Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____		Basis for Perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		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:			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).		
<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"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).		
<input type="checkbox"/> 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).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____).		
	<input type="checkbox"/> Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).		
<small>* 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.</small>			
 Cliffs POC 00868			
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

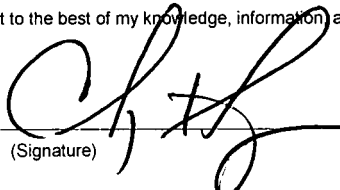
8. SIGNATURE: (See instruction #8)

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: CLAYTON BAY
 Title: _____
 Company: _____

 5/22/12
 (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

Unimproved Lot

Cliffs Real Estate, Inc.

8 Plumley Summit Road
Landrum, SC 29356
(864) 895-4267



RESALE CONTRACT

This offer to purchase is hereby presented this 26th day of March, 2002, by and between Clayton L and Katherine M Gay (hereinafter "Purchaser") to William and Sally Ash (hereinafter "Seller").

AGREEMENT AND DESCRIPTION: Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land located in the State of South Carolina and being described as follows: County: Greenville

Lot #: Lot 8 Section: 5 Community: Cliffs at Glassy

Street Address: N/A

The purchase price is One Hundred Eighty Nine Thousand and Fifty Dollars (\$189,050) payable as follows:

- (1) \$ \$2,500 Earnest money with offer.
- (2) \$ N/A Additional deposit by N/A
- (3) \$ Other:
- (4) \$ \$186,550 Balance Due at Closing (plus applicable closing costs)

CONVEYANCE AND CLOSING DATE: Seller agrees to convey Property by marketable title and deliver a proper general warranty deed with all stamps affixed thereto, free of encumbrances, except subject to all reservations, easements, rights-of-way, and restrictive covenants of record or on the premises (provided they do not make the title unmarketable) and to all government statutes, ordinances, rules and regulations. The closing of Property shall occur on or before July 15, 2002.

POSSESSION: Possession of Property will be given Purchaser on closing date.

LOAN APPLICATION: If Purchaser desires financing, Purchaser shall apply with the institution of his choice within ten (10) days hereof and will provide all documents or information requested by the lending company in a prompt and timely manner. At the time of application, the Purchaser will advance the necessary money to process any financing. Purchaser will take any reasonable action which is needed or requested by the Lender to process the loan application. It will be presumed that Purchaser has obtained a satisfactory financing commitment unless Seller is notified to the contrary in writing not less than fifteen (15) days prior to closing. Failure to notify Seller timely will void any financing contingency.

KL CA
PURCHASER'S INITIALS

SELLER'S INITIALS

Unimproved Lot

CLOSING COSTS: All expenses necessary for the consummation of this sale, unless otherwise agreed herein, shall be paid as follows: (a) Seller shall pay for deed preparation, deed recording fees, costs associated with mortgage satisfaction; (b) Purchaser shall pay for title search, attorney fees, title insurance, document filing fees, and costs associated with the approval or closing any loan.

EARNEST MONEY: If any contingency of the Contract cannot be satisfied through no fault of Purchaser, or if a binding Contract is not executed by all parties, the earnest money will be returned to Purchaser after the deposit of funds has cleared the account of the escrow agent holding the funds. All cash monies or certified funds shall be deposited into the Jeffrey H. Gray Lawyer's Trust Account. The listing and selling brokers and their agents do not guarantee payment of check(s) accepted as earnest money. The parties understand that, under all circumstances, including default, the escrow agent holding the earnest money deposit will not disburse it to either party until both parties have executed a form authorizing the disbursement or until a court of competent jurisdiction has directed a disbursement.

ADJUSTMENTS: Taxes, water, sewer tap fees, any other utilities, rents as when collected, and other assessments, including homeowners association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis.

DEFAULT: If the Purchaser defaults under the contract, the earnest money hereunder shall be paid to the Seller for damages, (subject to the Seller's obligation to the listing broker pursuant to the listing agreement) and the Seller shall have the option of (1) pursuing all legal and equitable remedies available or (2) of terminating this Contract with neither party having any further rights hereunder. If the Seller defaults under this Contract, the earnest money shall be returned to Purchaser, and Purchaser shall be reimbursed by the Seller for all actual costs incurred, including but not limited to loan application fees, credit reports, appraisal fees, surveys, and costs of title examination, and the Purchaser shall have the option (1) of pursuing all legal and equitable remedies available or (2) terminating this Contract with neither party having any further rights hereunder. In the event either party brings legal action to enforce the provisions of this Contract, the prevailing party shall be entitled to recover reasonable legal fees and costs from the losing party.

TITLE EXAMINATION AND INSURANCE: The listing and selling broker(s) and their agent(s) recommend that Purchaser select an attorney to examine the title to the Property and that Purchaser obtain appropriate title insurance coverage including that required by the lender, effective with the time of closing. Purchaser acknowledges that he has satisfied himself that Property is suitable for his intended use.

GOOD FUNDS AT CLOSING: If requested by the closing attorney or institution, the Purchaser may be required to have cashier's check or certified funds when completing this transaction.

DISCLAIMER BY BROKERS AND AGENTS: THE PARTIES ACKNOWLEDGE THAT THE LISTING AND SELLING BROKER(S) AND THEIR AGENT(S): (1) GIVE NO GUARANTY OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR AS TO THE CONDITIONS OF OR EXISTENCE OF IMPROVEMENTS, SERVICES OR SYSTEMS THERETO; (2) GIVE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE PROPERTY OR SUCH IMPROVEMENT THERETO AND ANY IMPLIED WARRANTY IS HEREBY DISCLAIMED; (3) GIVE NO WARRANTY AS TO TITLE; AND, (4) GIVE NO GUARANTY OR WARRANTY CONCERNING (a) ANY CERTIFICATION OR INSPECTION CONCERNING THE CONDITION OF THE PROPERTY, AND (b) ANY MATTERS WHICH WOULD BE REFLECTED BY A CURRENT SURVEY OF THE PROPERTY.


PURCHASER'S INITIALS

SELLER'S INITIALS

Unimproved Lot

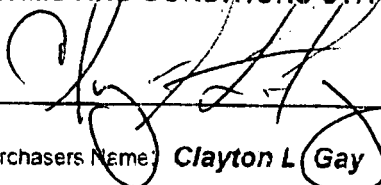
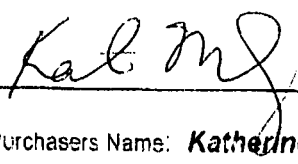
TIME IS OF THE ESSENCE; ENTIRE CONTRACT: Time is of the essence of this Contract. The parties agree that this written Contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder and that the Contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns, unless there is a written addendum hereto signed by all parties.

FACSIMILE AS COUNTERPART: Purchaser and Seller agree that receipt of a signed contract by facsimile will be the same as receipt of an original signed contract.

SPECIAL STIPULATIONS: Seller to transfer Cliffs A Membership to the Buyer at closing for the fee of \$50,000 to be paid by the Seller at closing. See Addendum for additional stipulations.

WATER TAP FEE OF \$1250 TO BE PAID BY: PURCHASER

THIS IS A LEGALLY BINDING CONTRACT. PURCHASER AND SELLER SHOULD SEEK LEGAL ADVICE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH PURCHASER AND SELLER ACKNOWLEDGE THE RECEIPT OF A COPY OF THIS CONTRACT. SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS STATED HEREIN.

 _____ LS  _____ LS

Purchasers Name: **Clayton L. Gay**

Purchasers Name: **Katherine M. Gay**

Purchasers Address: **190 West Augusta Lane
Slidell, LA 70458**

Purchasers Phone #: **(985) 641-4471**

PURCHASER'S OFFER AS SET FORTH ABOVE SHALL EXPIRE 3/29/02 AT MIDNIGHT UNLESS ACCEPTED BY SELLER PRIOR THERETO OR WITHDRAWN BY PURCHASER PRIOR TO SELLER'S ACCEPTANCE.

_____ LS _____ LS

Seller's Name: **William Ash**

Seller's Name: **Sally Ash**

Seller's Address:

Seller's Phone #:

Date Accepted by Seller: _____

Cliffs Real Estate Inc.
Listing Office

Charles Howard
Listing Agent

1-800-745-2779
Phone #

Cliffs Real Estate Inc.
Selling Office

Paul Burton/Scott Beville
Selling Agent

1-800-884-2958
Phone #



ADDENDUM TO SALES AGREEMENT

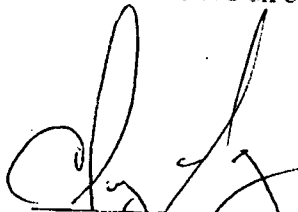
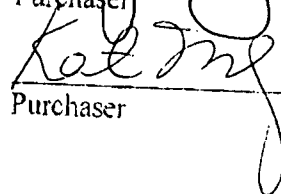
Lot 8, Section 5, Cliffs At Glassy

The sales agreement dated March 26, 2002, between Clayton and Katherine Gay, Purchasers, and William and Sally Ash, Seller, is hereby amended as follows.

This offer is contingent upon Katherine Gay viewing the property on or before June 15, 2002. If this property does not meet her approval for purchase, the earnest money deposit will be refunded to purchasers. Should purchaser fail to act upon this contingency on or before June 15, 2002, this contract will be considered binding.

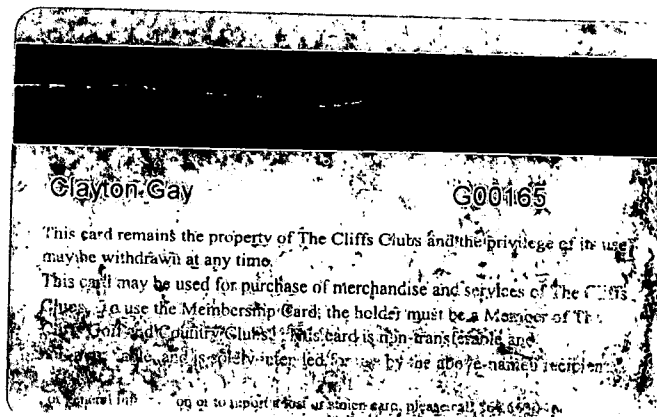
Purchaser has a first right of refusal in the event that another offer is made on the property (Section 5, Lot 8) prior to June 15, 2002. Purchaser requests 48 hours from the time of notification of another offer in order to exercise the purchase decision.

Contract to close on or before July 15, 2002.


Purchaser _____ Date 3/28/02

Purchaser _____ Date 3/28/02

Seller _____ Date _____

Seller _____ Date _____



L. SETTLEMENT CHARGES

				PAID FROM	PAID FROM
				BUYER'S	SELLER'S
				FUNDS AT	FUNDS AT
				SETTLEMENT	SETTLEMENT
700. TOTAL COMMISSION Based on Price	\$	139,050.00 @ 12.0000 %	16,686.00		
<i>Division of Commission (line 700) as Follows:</i>					
701.	\$	16,686.00 to Cliffs Real Estate, Inc.			
702.	\$	to			
703.		Commission Paid at Settlement			16,686.00
704.		to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801.	Loan Origination Fee	% to			
802.	Loan Discount	% to			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Wire Fee	to			
807.	Assumption Fee	to			
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Interest From	to @ \$ /day (days %)			
902.	Mortgage Insurance Premium for	months to			
903.	Hazard Insurance Premium for	1.0 years to			
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001.	Hazard Insurance	months @ \$ per month			
1002.	Mortgage Insurance	months @ \$ per month			
1003.	City/town Taxes	months @ \$ per month			
1004.	County Taxes	months @ \$ per month			
1005.	Homeowner's Dues	months @ \$ per month			
1006.		months @ \$ per month			
1007.		months @ \$ per month			
1008.		months @ \$ per month			
1100. TITLE CHARGES					
1101.	Commercial Carrier	to Pinnacle Title Agency			50.00
1102.	Postage, Copies, Fax	to Pinnacle Title Agency			
1103.	Abstract or Title Search	to Pinnacle Title Agency			
1104.	Title Insurance Binder	to Pinnacle Title Agency			
1105.	Title Insurance Binder-Owners	to Pinnacle Title Agency		50.00	
1106.	Document Preparation	to Pinnacle Title Agency			
1107.	Attorney's Fees	to Jeffrey H. Gray, Esq.		595.00	295.00
	<i>(includes above item numbers:)</i>				
1108.	Title Insurance	to Pinnacle Title Agency		432.50	
	<i>(includes above item numbers:)</i>				
1109.	Lender's Coverage	\$			
1110.	Owner's Coverage	\$ 189,050.00			
1111.					
1112.	Utilities Installation Fee	Cliffs Water Escrow Fund			
1113.					
1114.					
1115.					
1116.	Payoff Fee	to Jeffrey H. Gray, Esq.			75.00
1117.	Food & Beverage Minimum	to Cliffs Golf & Country Club <i>William F. and Sally R. Ash</i>			176.90
1118.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Recording Fees: Deed \$ 10.00; Mortgage \$; Releases \$ 5.00			10.00	5.00
1202.	City/County Tax/Stamps: Deed ; Mortgage				
1203.	State Tax/Stamps: Revenue Stamps 516.15; Mortgage 139,050.00				516.15
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301.	Survey	to			
1302.	Pest Inspection	to			
1303.	Cliffs A Membership	to Cliffs Golf & Country Club			50,000.00
1304.	Cliffs Social Athletic	Cliffs Golf & Country Club			
1305.	Club Membership Dues	Cliffs Golf & Country Club			
1400. TOTAL SETTLEMENT CHARGES	(Enter on Lines 103, Section J and 502, Section K)			1,087.50	67,804.05

Jeffrey H. Gray, Esq.
Settlement Agent

Certified to be a true copy

Clayton Gay
100 West Augusta Ln
Sibley, LA 70458

BMC Group, Inc.

ATTN: CLIFFS CLAIMS PROCESSING

P.O. Box 3020

CHANNASSEN, MN 55317-3020

EXTREMELY URGENT

Please Rush To Addressee

Schedule package pickup right from your home or office at usps.com/pickup

RETURN RECEIPT REQUESTED

Print postage online - Go to usps.com

PLEASE PRESS FIRMLY

recycled



UNITED STATES POSTAL SERVICE

Flat Rate Mailing Envelope

For Domestic and International Use

Visit us at usps.com

RETURN RECEIPT REQUESTED

RETURN RECEIPT REQUESTED

When used internationally affix customs declarations (PS Form 2976, or 2976A).

EXPRESS MAIL

U.S. POSTAGE PAID SLIDELL, LA 70458-1127 FUNDUNT

\$21.30 00060923-04



1007

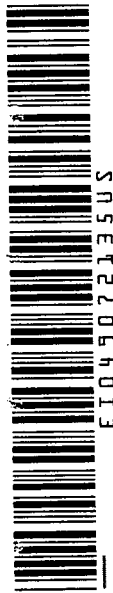
Mailing Label Here:

USE:

1. Complete Label Type or print required information in customer block.

2. Payment: Affix postage in upper right corner of label. For EIMC Agency, account label.

PRESS HARD. YOU ARE MAKING 3 COPIES.



E1049072135US



Addresssee Copy Label 11-B, March 2004

UNITED STATES POSTAL SERVICE® Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)		DELIVERY (POSTAL SERVICE USE ONLY)	
Post ZIP Code 70458	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd	Delivery Attempt Mo. Day 5 13	Time 9:00 AM
Date Accepted 5/23/12	Scheduled Date of Delivery Month Day 5 23	Delivery Attempt Mo. Day 5 24	Time 9:00 AM
Time Accepted 9:39 AM	Scheduled Time of Delivery <input type="checkbox"/> Noon <input checked="" type="checkbox"/> 3 PM	Delivery Attempt Mo. Day 5 24	Time 9:00 AM
Flat Rate <input type="checkbox"/> or Weight 1 lbs.	Military <input type="checkbox"/> Int'l Alpha Country Code	Employee Signature K. ROUSSEAU	Employee Signature K. ROUSSEAU
Postage \$ 18.95	Return Receipt Fee \$ 2.35	Employee Signature K. ROUSSEAU	Employee Signature K. ROUSSEAU
Insurance Fee \$	Total Postage & Fees \$ 21.30	<input type="checkbox"/> WAIVER OF SIGNATURE (Domestic Mail Only) <input type="checkbox"/> Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature or address or address as signature location and I hereby authorize that delivery employee's signature constitutes valid proof of delivery.	

FROM: (PLEASE PRINT) PH () 707-582-7

CLAYTON GAY
190 W. AUSTRIA LN
SLIDELL, LA 70458

TO: (PLEASE PRINT) PHONE ()

BMC BUFFS CLUB MAY 24 2012
PO BOX 320 BMC GROUP
CHARLOTTE, NC 28200

RECEIVED.

FOR PICKUP OR TRACKING Visit WWW.USPS.COM

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