

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM



Your Claim is Scheduled As Follows:
Schedule/Claim ID: s13617
AMOUNT/CLASSIFICATION:
\$75,000.00 UNSECURED
(CONTINGENT)

Name of Debtor:
The Cliffs at Keowee Vineyards Golf & Country Club,
LLC

Case Number:
12-01226

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) :

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.

Name and address where notices should be sent:

29347866005292
Miguel, Jacob
9700 W Suburban Dr
Pinecrest, FL 33156-1848

RECEIVED
MAY 25 2012
BMC GROUP

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.

Creditor Telephone Number (305) 776-3755 email: Jacob.J.Miguel@hotmail.com

THIS SPACE IS FOR COURT USE ONLY

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 \$ 75,000.00

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: Golf Club Membership
(See instruction #2)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
M444

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.

Cliffs POC
00915

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)

Please retain for your records

**CLIFFS AT KEOWEE VINEYARDS GOLF CLUB, LLC
MEMBERSHIP AGREEMENT**

I have received and reviewed official club documents, specifically The Cliffs at Keowee Vineyards Golf Club, LLC constitution and by-laws, rules and regulations (current edition published September, 2004), outlining the Keowee Membership Program. I agree to participate and become enrolled as a member of The Cliffs at Keowee Vineyards Golf Club, LLC, which is managed and operated by The Cliffs Golf and Country Club, Inc. and agree to pay the applicable membership fees in the amount(s) indicated below:

<u>Membership Classification</u>	<u>Membership Fees</u>
<input type="checkbox"/> Keowee Family	\$ _____
<input checked="" type="checkbox"/> Keowee Golf	\$75,000.00

My rights and privileges as a member shall be governed by the plan documents and the club's by-laws, rules and regulations. Membership in the club does not convey any ownership, stock or equity certificate or other rights of ownership. As a member, I cannot be assessed as a matter of contract with the Club, and I assume no liability whatsoever in connection with the membership other than the payment of an applicable membership fee, dues and charges incurred by myself, my family and guests.

The Club reserves the right to set membership classification limitations. The Club has the plenary power to modify classes of memberships, their definitions, privileges, requirements and availability.

I shall be bound by the terms and conditions of the plan documents, as they may be amended from time to time in accordance with their terms and this membership purchase agreement.

I agree to pay the dues, fees and charges applicable to my membership classification(s) set forth by the club ownership, as it may be amended from time to time.

I hereby agree to release and discharge the Club, its ownership, affiliates, employees and agents from any and all claims and causes of actions that I may have against any of them regarding the Club membership program and facilities, except claims and causes of action arising from misrepresentations or omissions in the club documents.

12-28-05
Date

Nate Weyand
Nate Weyand
Senior Director of Administrative Services
The Cliffs Golf & Country Clubs

1/3/06
Date

[Signature]
Member Signature

Member Signature

FedEx **NEW Package**
Express **US Airbill** FedEx Tracking Number **8768 1997 4654**

0200 Form ID No.

FedEx Retrieval Copy

1 From S/24/12 Sender's FedEx Tracking Number
Date S/24/12 Account Number

Sender's Name JAS M. GOSL Phone 305 776-3755

Company _____

Address 9700 W. SUBOXAN DR. Office/Store/Room

City P. N. CREST State FL ZIP 33566

2 Your Internal Billing Reference _____

3 To Recipient's Name CLIENT'S CLAIM PROCESS. WPHONE RECHIT 20

Company BMC GROUP INC MAY 25 2012

Address 18675 LAKE DRIVE BMG

City CANNI ASSEN State MN ZIP 55317

Address _____ Use this line for the HOLD location address or for continuation of your shipping address.



8768 1997 4654

4 Express Package Service * To meet handling requirements, service order has changed. Please select carefully.

Next Business Day

FedEx First Overnight Guaranteed next business day delivery to select destinations. Delivery by 8:00 a.m. Monday through Friday. Delivery by 10:00 a.m. Monday unless Saturday Delivery is selected.

FedEx Priority Overnight Guaranteed next business day delivery to select destinations. Delivery by 10:00 a.m. Monday through Friday. Delivery by 12:00 p.m. Monday unless Saturday Delivery is selected.

FedEx Standard Overnight Guaranteed next business day delivery to select destinations. Delivery by 12:00 p.m. Monday through Friday. Delivery by 3:00 p.m. Monday unless Saturday Delivery is selected.

2 or 3 Business Days

NEW FedEx 2Day A.M. Guaranteed next business day delivery to select destinations. Delivery by 8:00 a.m. Monday through Friday. Delivery by 10:00 a.m. Monday unless Saturday Delivery is selected.

FedEx 2Day Guaranteed next business day delivery to select destinations. Delivery by 12:00 p.m. Monday through Friday. Delivery by 3:00 p.m. Monday unless Saturday Delivery is selected.

FedEx Express Saver Guaranteed next business day delivery to select destinations. Delivery by 3:00 p.m. Monday through Friday. Delivery by 7:00 p.m. Monday unless Saturday Delivery is selected.

5 Packaging * Declared value limit \$500

FedEx Envelope* **FedEx Pak*** **FedEx Box** **FedEx Tube** **Other**

6 Special Handling and Delivery Signature Options

SATURDAY DELIVERY

No Signature Required Package may be left without signature at recipient's address during a signature-free delivery.

Direct Signature Signature at recipient's address required for delivery. Fee applies.

Indirect Signature Signature at recipient's address required for delivery. Fee applies.

Does this shipment contain dangerous goods? One box must be checked.

No **Yes** As per attached Shipper Declaration. Not required.

Temperature sensitive Temperature sensitive goods. Freezing or dry ice cannot be shipped in FedEx packages.

Perishable Perishable goods. Freezing or dry ice cannot be shipped in FedEx packages.

Refrigerated Refrigerated goods. Freezing or dry ice cannot be shipped in FedEx packages.

Insulated Insulated goods. Freezing or dry ice cannot be shipped in FedEx packages.

Other Other special handling options.

For packages over \$500, use the new FedEx Express Fragile US Airbill.

Handwritten signature

