

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA**

**PROOF OF CLAIM**



**Your Claim is Scheduled As Follows:**  
Schedule/Claim ID: s14588  
**AMOUNT/CLASSIFICATION:**  
\$25,000.00 UNSECURED  
(CONTINGENT)

Name of Debtor:  
**The Cliffs at Walnut Cove Golf & Country Club, LLC**

Case Number:  
**12-01227**

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).

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.

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.

Name of Creditor (the person or other entity to whom the debtor owes money or property) :

**TODD FREDIN**

Name and address where notices should be sent:

29347866901096  
Fredin, Todd  
4747 Research Forest Drive  
Ste 180 PMB #201  
The Woodlands, TX 77381

RECEIVED

MAY 29 2012

BMC GROUP

Creditor Telephone Number (832) 244-5749 email: todd.fredin@gmail.com

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.

THIS SPACE IS FOR COURT USE ONLY

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 \$ 25,000.00

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: MEMBERSHIP INITIATION DEPOSIT  
(See instruction #2)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 0259

3a. Debtor may have scheduled account as: NOT APPLICABLE  
(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.



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.**

<b>BY MAIL TO:</b> BMC Group, Inc Attn: Cliffs Claims Processing PO Box 3020 Chanhassen, MN 55317-3020	<b>BY MESSENGER OR OVERNIGHT DELIVERY TO:</b> BMC Group, Inc Attn: Cliffs Claims Processing 18675 Lake Drive East Chanhassen, MN 55317
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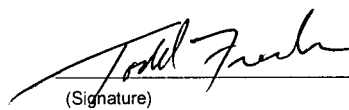
**8. SIGNATURE:** (See instruction #8)

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: TODD FREDIN  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_

  
 (Signature)

5/29/12  
 (Date)

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

Telephone number: 832-244-5749      email: todd.fredin@gmail.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.

**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



### Club Membership Addendum

THIS ADDENDUM is executed by and between The Cliffs at Walnut Cove Golf & Country Club, LLC on behalf of The Cliffs Club (the "Club") and the below identified "Seller" (the "Seller") and the below identified 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 Real Estate Sale and Purchase Agreement (the "Contract") between the Seller and Purchaser.

Purchaser: Todd W. and Nancy I. Fredin  
Walnut Cove

Club/Community: The Cliffs at

Section: Millstream 36

Purchase Agreement date: 05/05/2010

Property #: 36

Discount off Deposit \$25,000.00

The Discount shall not exceed the amount of the Membership Initiation Deposit for the Membership selected.

Wellness Membership Initiation Deposit

If checked, Purchaser wishes to acquire Cliffs Wellness Membership privileges, and shall pay the total required deposit of \$25,000.00: but shall pay, after Discount a deposit of

\$0

Family Membership Initiation Deposit

If checked, Purchaser wishes to acquire Cliffs Family Membership privileges, and shall pay the total required deposit of \$50,000.00: but shall pay, after Discount a deposit of

\$ \_\_\_\_\_

Golf Membership Initiation Deposit

If checked, Purchaser wishes to acquire Cliffs Golf Membership privileges, and shall pay the total required deposit of \$150,000.00: but shall pay, after Discount a deposit of

\$ \_\_\_\_\_

TERMS AND CONDITIONS

**Membership Discount Available.** The Club and Seller have, by special arrangements, agreed that if Purchaser acquires a Club Membership at the Closing with Seller, the Club will discount the Membership Deposit required to be paid by Purchaser and accept the Discount set forth above and in the Agreement from Seller. Purchaser wishes to receive the Discount and acquire a membership, electing a membership as below provided, and agreeing to pay to the Club at the closing with Seller the required Membership Deposit. See the membership check boxes below and Paragraph 2 regarding membership privileges in the Clubs' facilities. In the event Purchaser fails to enter into this Club Membership Addendum and acquire the membership at the Closing, no discount will be given in the event Purchaser later acquires a membership in the Club. The Discount shall not exceed the amount of the Membership Deposit for the Membership selected. See Paragraphs 3 and 5.

(a) **5-Year Vesting in Full Refundability.** The Club's Membership Plan provides that upon resignation from the Club, a resigned member is normally entitled to receive 100% of the initiation deposit paid to the Club. However, because Seller is agreeing to pay the Discount to the Club as a special incentive, the Discount applied to the membership shall only be refunded to the Purchaser-member upon a resignation occurring more than five (5) years following the Property closing with Seller, or upon a resale closing within the five (5) year vesting period only if the resale buyer acquires a Club membership of an equal or higher category of membership use and access privileges and pays the initiation deposit then required. Any initiation deposit paid by Purchaser in excess of the Discount so applied will be fully refunded as provided in the Club's Membership Plan and without regard to any vesting period; but, the Discount applied to the Membership will only be refunded in accordance with, and within the period required under, the Membership Plan.

**Box #1. PURCHASER ELECTS TO RECEIVE A CLIFFS WELLNESS MEMBERSHIP. THE DEPOSIT FOR A CLIFFS WELLNESS MEMBERSHIP IS SHOWN OPPOSITE THE FIRST CHECKBOX ABOVE.** By checking this box and initialing below, Purchaser acknowledges that a Cliffs Wellness Membership will not be issued and activated until the Club has received the required initiation deposit from the Purchaser. If Purchaser has checked the box above indicating Purchaser wishes to activate the membership at Closing, the Purchaser will deliver the "Membership Amount To Be Paid" stated above which is the required deposit less the amount of the Discount being paid by Seller to the Club, and complete the Club's required forms for a Cliffs Wellness Membership on or before Closing to receive the Initiation Deposit at the rate listed above; otherwise, the Purchaser must deliver the then current membership initiation deposit for a Wellness Membership without any Discount and complete the Club's required forms for a Cliffs Wellness Membership not later than thirty (30) days following the Closing to be guaranteed the availability of such a membership at the then prevailing rate.

  
For Purchaser

**Box #2. PURCHASER ELECTS TO RECEIVE A CLIFFS FAMILY MEMBERSHIP. THE DEPOSIT FOR A CLIFFS FAMILY MEMBERSHIP IS SHOWN OPPOSITE THE SECOND CHECKBOX ABOVE.** By checking this box and initialing below, Purchaser acknowledges that a Cliffs Family Membership will not be issued and activated until the Club has received the required initiation deposit from the Purchaser. If Purchaser has checked the box above indicating Purchaser wishes to activate the membership at Closing, the Purchaser will deliver the "Membership Amount To Be Paid" stated above which is the required deposit less the amount of the Discount being paid by Seller to the Club and complete the Club's required forms for a Cliffs Family Membership on or before Closing to receive the Initiation Deposit at the rate listed above; otherwise, the Purchaser must deliver the then current membership initiation deposit for a Family Membership without any Discount and complete the Club's required forms for a Cliffs Family Membership not later than thirty (30) days following the Closing to be guaranteed the availability of such a membership at the then prevailing rate.

\_\_\_\_\_  
For Purchaser

**Box #3. PURCHASER ELECTS TO ACQUIRE A CLIFFS GOLF MEMBERSHIP. THE DEPOSIT FOR A CLIFFS GOLF MEMBERSHIP IS SHOWN OPPOSITE THE THIRD CHECKBOX ABOVE.** By checking this box and initialing below, Purchaser acknowledges that a Cliffs Golf Membership will not be issued and activated until the Club has received the required initiation deposit from the Purchaser. If Purchaser has checked the box above indicating Purchaser wishes to activate the membership at Closing, the Purchaser will deliver the "Membership Amount To Be Paid" in the manner stated above which is the required deposit less the amount of the Discount being paid by Seller to the Club and complete the Club's required forms for a Cliffs Golf Membership on or before Closing; otherwise, the Purchaser must deliver the then current membership initiation deposit for a Golf Membership without any Discount and complete the Club's required forms for a Cliffs Golf Membership not later than thirty (30) days following the Closing to be guaranteed the availability of such a membership at the then prevailing rate.

Purchaser should remember that when Purchaser goes to sell the Property, the resale Purchaser is only guaranteed the ability to get a Cliffs Golf Membership if the Purchaser has one to resign back to the Club (and receive a refund of the initiation deposit) so the Club can immediately re-issue it to Purchaser's resale buyer at the resale closing (subject to Purchaser's resale buyer completing an application and paying the required membership deposit at the resale closing).

\_\_\_\_\_  
For Purchaser

4. **The Golf & Country Club.** Purchaser hereby acknowledges the plan of development for the Cliffs Community above identified includes, or may include, the operation of commercial, private golf and country club facility within or in proximity to the boundaries of the Community. Purchaser further acknowledges that the Club's recreational facilities are owned by it and/or by a related third party and operated by or in concert with its affiliate as a commercial business, and not as a non-profit enterprise, that Purchaser will have a license to use the facilities as herein described 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 or membership in any such property owners' association. The Club may, but will not be required to, add additional recreational facilities in the future. 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 elect to acquire a Cliffs Golf Membership. Acquisition of a Cliffs Golf Membership is subject to availability at the time Purchaser may wish to acquire one, but Purchaser is guaranteed the availability of a Cliffs Golf Membership if the Purchaser's application and the required deposit are received within thirty (30) days following the Property Closing. If the Purchaser wants its resale buyer of the Property in a resale transaction to be guaranteed the ability to acquire a Cliffs Golf Membership, following the Purchaser's membership resignation and the Club's re-issuance of the resigned membership to its resale buyer at the resale closing pursuant to the requirements of the Club's Membership Plan, the Purchaser must acquire the Cliffs Golf Membership. A Golf Membership is subject to availability at all times as determined by the Club. If Purchaser has elected to receive a Cliffs Golf Membership in accordance with the payment terms provided, then upon Purchaser making application and funding the required deposit, Purchaser will be issued a Cliffs Golf Membership in the Club. 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 has elected to receive a Cliffs Family Membership in accordance with the payment terms provided, then upon making application and funding the required deposit, Purchaser will be issued a Cliffs Family Membership in the Club. 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.

(c) **Cliffs Wellness Membership.** If Purchaser has elected to receive a Cliffs Wellness Membership in accordance with the payment terms provided, then upon making application and funding the required deposit, Purchaser will be issued a

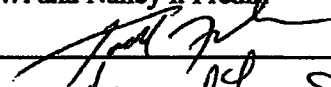
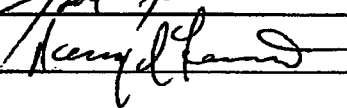
Cliffs Wellness Membership in the Club. Monthly membership dues will commence with the issuance of the membership to Purchaser, and the monthly dues may change from time to time at the Club's sole discretion. The privileges of membership in the Club are dependent upon the facilities available and the rules and regulations adopted for their use, as the Club may modify the same from time to time.

(d) Club's Membership Plan. The governing documents of the Club require that upon resale of the Property, all of Purchaser's membership privileges in the Club must be resigned. When Purchaser sells the Property, and so long as Purchaser is a Club member in good standing, Purchaser will be entitled to a refund equal to one hundred percent (100%) of the initiation deposit made for a Wellness, Family or Golf Membership. In addition, if the resale buyer of Purchaser's Property wishes to acquire a membership, he or she will have to acquire a membership directly from the Club at the then prevailing rates for the membership desired, and subject to availability and the rules and regulations of the Club. The membership initiation payment that Purchaser's resale buyer makes for the issuance of a membership may be more or less than the initiation amount Purchaser paid. As previously indicated, a Cliffs Golf Membership is not guaranteed to be available to Purchaser's resale buyer if Purchaser does not acquire one at Purchaser's property closing pursuant to subparagraph (a) above.

5. Addendum Null and Void. If Purchaser fails to close as defined in the Real Estate Purchase Agreement, this Addendum will terminate and be null and void ab initio and of no further force or effect. An Addendum must be completed for each property purchased. **TIME IS OF THE ESSENCE.**

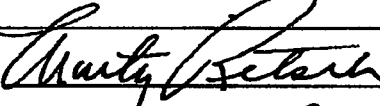
6. Effective Date. This addendum shall become effective the last date executed by a party to be bound hereby, and is subject to all other terms and conditions of the Contract.

~~Purchaser~~ Todd W. and Nancy I. Fredin

May                      07                      2010  
Month                      Day                      Year

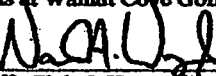
Seller: The Cliffs at Walnut Cove, LLC

By: 

Its: TREASURER

5                      13                      10  
Month                      Day                      Year

For The Cliffs Club:  
The Cliffs at Walnut Cove Golf & Country Club, LLC

By: 

The Cliffs Club & Hospitality Group, Inc. Member Manager

5                      13                      10  
Month                      Day                      Year

**MEMBERSHIP INITIATION, LOT AND CLUB CREDIT**  
**For**  
**Company Homesite Purchase**

This Addendum is attached to and made part of the Real Estate Sale and Purchase Agreement (the "Contract") entered into as of May 5, 2010, by and between The Cliffs at Walnut Cove, LLC ("Seller" and "Developer") and Todd W. and Nancy I. Fredin ("Purchaser") regarding The Cliffs at Walnut Cove ("Community"), Lot 36 Section Millstream, of Buncombe County, North Carolina ("The Property").

**Section I**  
**Developer Contribution**

1. **Developer Contribution** The Developer hereby agrees to pay on behalf of Purchaser an amount equal to 25% of the Lot Price towards the required initiation deposit of a Cliffs Family Membership or Cliffs Golf Membership. **The Amount to be paid toward the initiation deposit shall not exceed the amount of the Initiation Deposit for the type of Membership selected.** Any amount in excess of the initiation deposit shall be credited to the Lot Price. *or wellness membership*

The Discount amount for the above referenced Lot is:

Price of the Lot: 470,000.00

Membership Initiation Deposit amount due: \$25,000.00 (Family \$50,000.00 or Golf \$150,000.00) *or wellness*

25% Developer Discount amount: (-117,500.00)

Membership Initiation deposit due after application of Discount: \$ 0.00

and

Lot credit to be applied to Lot Price: \$92,500.00

Final Lot Price: \$377,500.00

2. **Purchaser's Obligations.** The Purchaser agrees and understands that in order for the Developer to make the above referenced contribution the Purchaser must fully perform all of the following obligations.

2.1 The Purchaser must Close the Property by the date listed in the Purchase Agreement.

2.2 If Purchaser chooses to apply the entire 25% discount towards the Lot Price, no other incentive will be allowed.

2.3 This offer expires May 31, 2010.

3. **Payment of Developer Contribution.** Payment of the contribution will be rendered at the time of closing from the Developer to The Cliffs at Walnut Cove Golf & Country Club, LLC.

4. **Terms of Initiation Deposit Refund.** The Club Membership Plan provides that upon resignation from the Club, a resigning member is normally entitled to receive 100% of the initiation deposit paid to the Club. However, the portion of the Cliffs Membership Initiation Deposit paid by Developer shall only be refunded to the Purchaser:

(a) Upon a resignation occurring more than five (5) years following the closing of the purchase of the Property.

(b) Upon a sale by Purchaser of the Property within the five (5) year vesting period, and only if the resale buyer acquires the same Club Membership and pays the full initiation deposit then required.

(c) Upon a sale by Purchaser occurring after the five (5) year vesting period.

Any initiation deposit paid by Purchaser in excess of the Developer's membership contribution will be fully refunded as provided in the Club Membership Plan and without regard to any vesting period. Otherwise, all refundable amounts will be paid solely in accordance with, and within the periods required under the Membership Plan. The Initiation Deposit payment is non-transferable to another purchaser in the event of a resale transaction or to any other entity, person, property or other membership account.

### Section II Club Credit

*or business membership*  
1. Club Credit. The Developer hereby agrees to pay at the Closing of the Property Twenty Five Thousand Dollars (\$25,000) to be applied to the Purchaser's current or active Family or Golf Membership Account only if the Purchaser acquires a Family or Golf Membership with this purchase. This shall be listed as a credit on the account that may be used for Club dues, Club merchandise and or food/beverage in the Club's facilities. This amount is non-refundable, not redeemable for cash and is non transferable to another purchaser in the event of a resale transaction or to any other entity, person, property or other membership account. If the sale and purchase of the Property does not close on the date listed in the Purchase Agreement, this Addendum will terminate and be of no further force or effect. An Addendum must be completed for each property purchased. Time is of the essence.

This Addendum is only valid if signed by May 30, 2010.

Seller/Developer:

By: Marty Retch

Date: 5/13/10

~~Purchaser~~

By: [Signature]

Date: 7 May 2010

~~Purchaser~~

By: [Signature]

Date: 7 May 2010

The Cliffs at Walnut Cove Golf & Country Club, LLC

By: [Signature]

The Cliffs Club & Hospitality Group, Inc. Member Manager

Date: 5-13-10



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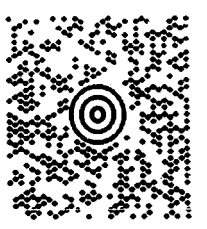
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TODD FREDIN  
(832) 244-5749  
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4747 RESEARCH FOREST DR  
THE WOODLANDS TX 77381-4902

SHIP % CLIFFS CLAIMS PROCESSING  
TO: BMC GROUP, INC.  
18675 LAKE DR E

1 LBS 1 OF 1  
SHP WT: 1 LBS.  
DATE: 24 MAY 2012

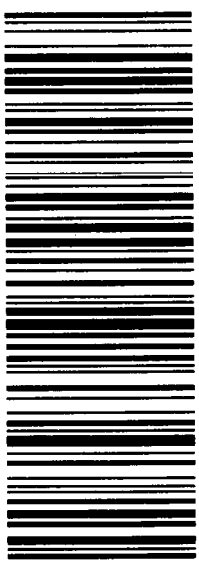
CHANHASSEN MN 55317-9383



MN 559 9-03

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TRACKING #: 1Z 0E4 38F 02 6468 8375

2



BILLING: P/P RECEIVED

MAY 29 2012

BMC GROUP

ISH 13.00N E2844 27.5V 04/2012

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