

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM



Your Claim is Scheduled As Follows:
Schedule/Claim ID: s12684
AMOUNT/CLASSIFICATION:
\$35,000.00 UNSECURED
(CONTINGENT)

Name of Debtor:
The Cliffs Valley Golf & Country Club, LLC

Case Number:
12-01236

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) :

KEVIN O. & SUE S. MARSH

Name and address where notices should be sent:

29347866001766
Marsh, Kevin
1003 Steeple Ridge Road
Irmo, SC 29063

RECEIVED

MAY 30 2012

BMC GROUP

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.

Creditor Telephone Number (803) 446-6943 email: duffydaisy@aol.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 \$ 35,000.00

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: FAMILY MEMBERSHIP
(See instruction #2)

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

3a. Debtor may have scheduled account as: SEE ADDENDUM
(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.

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: KEVIN B. & SUE S. Marsh
 Title: _____
 Company: _____

Kevin B. Marsh 5/29/2012
Sue S. Marsh 5/29/2012

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

(Signature)

(Date)

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



**Cliffs Club Golf Membership Addendum
(Resale Transaction)**

THIS CLIFFS CLUB GOLF MEMBERSHIP ADDENDUM is executed by and among The Cliffs Golf & Country Club, Inc. in behalf of The Cliffs Club (the "Club") and the below identified "Seller" (the "Seller") 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 Board of Realtor form of contract (the "Contract") between the Seller and Purchaser to which this Addendum is attached and of which it is a part by this reference.

Purchaser: Kevin Marsh Community: Cliffs Valley
Sue Susan^{AK} Marsh Section: J
 Agreement Date: 8-13-05 Property #: 56

1. Cliffs Club Membership.

The Seller acknowledges that the seller:

- has a Full Golf membership;
- does not have a membership.

Seller acknowledges that they must submit a written resignation letter to Cliffs Country Club Inc. for their membership effective the date of closing. _____ (Seller initial)

The Buyer: (Check only one)

- will purchase seller's full golf membership for \$ _____;
 - will purchase family membership for \$ 35,000;
 - will not purchase any membership.
- SSM (Buyer initial)

(a) **If Seller Has Golf Membership to Resign that Buyer is repurchasing.** If the preceding is checked indicating that the Seller has a Cliffs Golf Membership that Seller will resign, the Club will reissue the Cliffs Golf Membership to the Purchaser following Seller's resignation in exchange for the current membership deposit amount if, but only if, the Seller's resignation and the re-issuance to Purchaser are completed at Closing.

(b) **If Seller Does Not Have a Golf membership to Resign.** If the Seller does not have a Cliffs Golf Membership that will be resigned back to the Club, the Purchaser has no guarantee that a Club membership will be offered or made available to the Purchaser, which will be, if at all, in the sole discretion of the Club.

2. The Cliffs Golf & Country Club. Purchaser acknowledges that the Club operates a commercial, private golf and country club facility within or in proximity to the boundaries of the Community; that the Club's recreational facilities are owned by the Club as a commercial business, and not as a non-profit enterprise; that Purchaser will have a license to use the facilities only 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 under the Contract or membership in any such property owners' association.

Buyer SSM Buyer SSM Seller _____ Seller _____ have read this page

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.

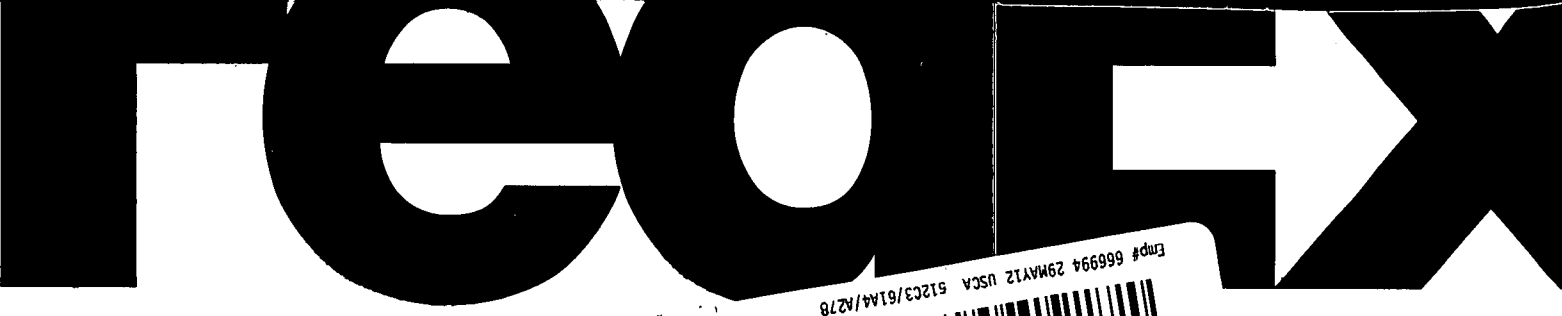
(a) **Golf Membership.** The ability to acquire permanent golf privileges is reserved to those who acquire a Cliffs Golf Membership. Acquisition of a Cliffs Golf Membership by Purchaser is subject to the availability of a resigned Golf Membership by the Seller, and if Seller's membership resignation and Purchaser's application for membership and payment of the then required deposit upon Closing between Seller and Purchaser. If the Purchaser wants its resale buyer of the Property in a resale transaction to also be guaranteed the ability to acquire a Cliffs Golf Membership, following the Purchaser's membership resignation and the Club's re-issuance of Purchaser's resigned membership to a resale buyer at the resale closing pursuant to the requirements of the Club's Membership Plan, the Purchaser must acquire a resigned Cliffs Golf Membership from Seller within the period of time above provided. A Cliffs Golf Membership is subject to availability at all times as determined by the Club. If Purchaser acquires a Cliffs Golf Membership, the 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 elects only to acquire a Cliffs Family Membership after Seller's Golf Membership resignation, then upon making application and funding the required deposit at the Purchaser's Property closing with Seller, Purchaser will be issued a Cliffs Family Membership in the Club, but Purchaser's future resale buyer will have no guarantee of the availability and issuance of any membership. 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. Furthermore, if Seller resigns a Cliffs Golf membership and Purchaser only acquires a Cliffs Family Membership, Seller will receive a refund of Seller's membership deposit only following its re-issuance when it comes to the top of the waiting list and in accordance with the Membership Plan.

(c) **Club's Membership Plan.** If Purchaser acquires a Club membership, the governing documents of the Club require that upon resale of the Purchaser's property to a resale buyer, all of Purchaser's membership privileges in the Club must be resigned. 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 membership in the Club upon Purchaser's Club membership resignation. In addition, the Membership Plan does not permit assignment by Purchaser of Club membership or assignment of privileges thereunder. If Purchaser's resale buyer wishes a membership, he or she will have to acquire a membership directly from the Club at the then prevailing rates, which may be more or less than the deposit Purchaser made. As previously indicated, a Cliffs Golf Membership is not guaranteed to be available to Purchaser's resale buyer if Purchaser does not acquire one resigned by Seller pursuant to subparagraph (a) above.

3. **Effective Date.** This Cliffs Club Golf Membership 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 Agreement.

<i>K. Marsh</i>	8/13/05	4:30 PM	
Purchaser	Date	Time	SSN
<i>Dee S. Marsh</i>	8/13/05	4:30 PM	
Purchaser	Date	Time	SSN
Seller	Date	Time	SSN
Seller	Date	Time	SSN



SS:

FedEx
TRK# 8712 5690 9049
0215



Emp# 666994 29MAY12 USCA 512C3/61A4/278

55317
MN-US
MSP

WED - 30 MAY A1
PRIORITY OVERNIGHT

RT 36
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9049
05.30

old

Rev. Date 2/08 Part # 158279-0194-2008 FedEx-PRI

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Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

8712 5690 9049



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7 **Payment Bill to:**

Enter FedEx Acct. No. or Credit Card No. below.

Obtain Recp. Act. No. Recipient Third Party Credit Card Cash/C

Total Packages Total Weight

Sender Act. No. in Section I will be billed

Recipient Act. No. in Section I will be billed

Credit Card Auth.

6 **Special Handling and Delivery Signature Options**

SATURDAY Delivery
NOT available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.

No Signature Required
obtaining a signature for delivery.
Direct Signature Indirect Signature

Yes No
As per attached Shipper's Declaration, Shipper's Declaration, or placed in FedEx Express Drop Box.

Dry Ice UN 1845 Dry Ice UN 1845
Does this shipment contain dangerous goods?
Yes No

CARGO AIRCRAFT ONLY

5 **Package**

Envelope* FedEx Pak* FedEx Box FedEx Tube Other

*Declared value limit \$500

FedEx 2Day Freight
Second business day, Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 3Day Freight
Third business day, Saturday Delivery NOT available.

FedEx 1Day Freight
Next business day, Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 1Day Freight Booking No.

4a **Express Package Service** *To most locations.

FedEx Priority Overnight
Next business morning, Friday unless SATURDAY Delivery is selected.

FedEx 2Day
Second business day, Thursday unless SATURDAY Delivery is selected.

FedEx Express Saver
Saturday Delivery NOT available.

FedEx Standard Overnight
Next business afternoon, Saturday Delivery NOT available.

FedEx First Overnight
Earliest next business morning delivery to select locations. Saturday Delivery NOT available.

Packages up to 150 lbs.

Recipients Copy 0215

RECEIVED
MAY 29 2012
BMC GROUP

To: Recipient's Name: Cliff's Claims Processor
Address: 18675 Lake Drive East
Company: BMC Group, Inc.
City: (Hidden) State: MN ZIP: 55317

Your Internal Billing Reference: CHYANCE
State: SC ZIP: 29033-3701

Address: 220 OPERATION WAY
D362

Company: SCUTH CAROLINA ELECTRIC & GAS

Sender's Name: Kevin B. Marsh
Phone: 803 217-2097

Date: 5/29/12
FedEx Tracking Number: 871256909049

From: This portion can be removed for Recipient's records.
FedEx Tracking Number: 8712 5690 9049