

UNITED STATES BANKRUPTCY COURT District of South Carolina		PROOF OF CLAIM
Name of Debtor: The Cliffs at Keowee Falls Golf & Country Club, LLC		Case Number: 12-01229
<i>NOTE: This form should not be used to make a claim for an administrative expense 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.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Robert L. Brudzinski		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____
Name and address where notices should be sent: Robert L. Brudzinski 4607 Gleneagles Drive Boynton Beach, FL 33436-4808 Telephone number: (561) 752-2452		
Name and address where payment should be sent (if different from above): Telephone number:		<input type="checkbox"/> Check this 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 if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>125,000.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. 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.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. 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"/> 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"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input checked="" 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"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <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>
2. Basis for Claim: <u>Golf Membership Agr.</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>2010</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % 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: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		

Date: 5/24/12

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Robert L. Brudzinski Robert L. Brudzinski

FOR COURT USE ONLY



INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

List of Debtors:

<u>Case Name</u>	<u>Case NBR</u>
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

**THE CLIFFS GOLF & COUNTRY CLUB, INC.
KEOWEE FALLS GOLF MEMBERSHIP AGREEMENT**

This is to certify that **Bob Brudzinski** has made application for membership in The Cliffs Golf & Country Club at The Cliffs at Keowee Falls. The membership classification applied for is a **Keowee Falls Golf Membership**.

It is acknowledged that he/she will submit membership fees in the amount **One Hundred and Twenty Five Thousand Dollars (\$120,000)**. The following is the scheduled due dates and amounts of future payments:

(125,000)

**Per terms of Real Estate Purchase Agreement &
Membership Finance Addendum**

It is further agreed that the member(s) understand the membership classification purchased, its privileges and benefits, and refund values associated with a resignation from the club, as outlined in The Cliffs Golf & Country Clubs Master Membership Plan, rules and regulations.

MEMBERSHIP CLASSIFICATION:
MEMBERSHIP ACCOUNT NUMBER:
INITIATION DEPOSIT:
PROPERTY REFERENCE:

**Keowee Falls Golf
B551
\$125,000.00
Section Retreat Lot 20**

I have received and reviewed official club documents, specifically The Cliffs & Country Club, Inc. Master Membership Plan, rules and regulations outlining the Cliffs Membership Program. I agree to participate and become enrolled as a member of The Cliffs at Keowee Falls Golf & Country Club, Inc., which is managed and operated by The Cliffs Golf & Country Club, Inc. and agree to pay the applicable membership fees in the amount(s) indicated above.

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.

By signing this form, the Member(s) acknowledges, as a matter of record, the type of Membership classification, and its privileges, and the refund value of initiation deposit paid in the event of resignation or transfer of membership. Furthermore, the Member(s) has received a copy of the Clubs Master Membership Plan, rules and regulations, and has an understanding of the same.

11-20-08
Date
Nate Weyand
Nate Weyand
Membership Director
The Cliffs Golf and Country Clubs

11/30/08
Date
[Signature]
Member Signature
[Signature]
Member Signature



**Luxury Home
Club Membership Addendum**

THIS ADDENDUM is executed by and between The Cliffs Golf & Country Club, Inc. on behalf of The Cliffs Club (the "Club") and the below identified "Seller/Builder" (the "Seller") and the below identified "Developer" (the "Developer") 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: Bob Brudzinski

Club/Community: Keowee Falls South

Section: The Retreat

Purchase Agreement date: 8/13/2007

Property #: 20

Property List Price: \$ 1,495,000

Family Membership Initiation Deposit
If checked, Seller will apply at Closing the amount of the discount (\$25,000) given for Cliffs Family Membership, and Purchaser will contribute \$25,000 (10 days after the executed contract) towards the initiation deposit for a total of \$50,000. \$ 50,000

Golf Membership Initiation Deposit
If checked, Purchaser wishes to upgrade to a Cliffs Golf Membership by paying the additional deposit of \$75,000 at closing. \$

Total Membership Deposit To Be Paid: \$

Membership Activation
If checked, Purchaser wishes to activate the Family or Golf Membership at the lot closing between the Developer and Seller. This election requires the membership initiation deposit to be paid in full at the lot closing between the Developer and Seller. Purchaser's monthly membership dues will also commence with the issuance of the membership and a completed membership application is submitted and approved.

TERMS AND CONDITIONS

1. **Purchase Price Discounted for Membership.** All parties, by special arrangements, agree that if Purchaser wishes to acquire a membership, Developer will discount the price of the Property to Seller by \$25,000. Purchaser wishes to receive the Seller's membership contribution of \$25,000 by acquiring a membership as below provided for either a Cliffs Golf Membership, or a Cliffs Family Membership, and agreeing to pay to the Club at the closing between the Developer and Seller the required membership deposit. See the membership check boxes below and Paragraph 3 regarding membership privileges in the Clubs' facilities. In the event Purchaser fails to enter into this Club Membership Addendum, thereby declining to acquire a membership, no purchaser price discount will be given in the sales transaction between Developer and Seller.

(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 Developer is agreeing to discount the price of the Property to the Seller, the \$25,000 discount that Seller will apply to the membership shall only be refunded to the Purchaser-member upon a resignation occurring more than five (5) years following the Lot closing with Developer, or upon a resale closing within the five (5) - year vesting period only if the resale buyer acquires a Club Membership and pays the initiation deposit then required. Any initiation deposit paid by Purchaser in excess of the Seller's \$25,000 membership contribution will be fully refunded as provided in the Club's Membership Plan and without regard to any vesting period; but the Seller's \$25,000 membership contribution will only be refunded during the vesting period if the resale buyer acquires a Membership, and all refundable amounts will be paid solely in accordance with, and within the periods required under the Membership Plan.

Box #1. PURCHASER ELECTS TO RECEIVE A CLIFFS FAMILY MEMBERSHIP. THE DEPOSIT FOR A CLIFFS FAMILY MEMBERSHIP IS \$50,000. By checking this box and initialing below, Purchaser acknowledges that Purchaser has read Paragraph 3 below. Purchaser hereby understands that a Cliffs Family Membership will not be issued and activated until the Club has received from the Purchaser the required deposit for the membership. All parties agree that the Seller's \$25,000 membership contribution will be applied toward the Family Membership deposit at the lot closing between the Developer and the Seller, by the Seller on behalf of the Purchaser, as a result of Seller receiving a discount from Developer against the price of the Property in an equal amount. The remaining \$25,000 due for a Cliffs Family Membership represents Purchaser's election to receive a Family Membership, which Purchaser must acquire to receive the Seller's \$25,000 membership contribution. All parties acknowledge this Membership Addendum for the balance of initiation deposit as detailed here:

- Within 10 days of the execution date of the Contract to acquire Section , Lot # , Purchaser shall submit a deposit in the amount of \$25,000 to the escrow agent. Escrow agent shall submit this \$25,000 deposit to the Club at the lot Closing between Seller and Developer.
- Seller acknowledges that they are receiving a \$25,000 discount on the purchase price of the property and this discount is being applied towards the Family Membership initiation deposit of \$50,000 at the lot Closing between Seller and Developer.

If the Club does not receive the initiation deposit on or before the lot closing and a Family Membership is made available by the Club, Purchaser shall be required to pay the full deposit of \$50,000. Purchaser further understands that a Cliffs Family Membership is subject to availability and that there is no guarantee that a Cliffs Family Membership will be available if Purchaser delays membership acquisition and later wishes to acquire a membership.

For Purchaser

Box #2. PURCHASER ELECTS TO ACQUIRE A CLIFFS GOLF MEMBERSHIP. THE DEPOSIT FOR A CLIFFS GOLF MEMBERSHIP IS \$125,000. By checking this box and initialing below, Purchaser acknowledges that Purchaser has read Paragraph 3 below. Purchaser hereby understands that a Cliffs Golf Membership will not be issued and activated until the Club has received from the Purchaser the required deposit for the membership. All parties agree that the Seller's \$25,000 membership contribution will be applied toward the Golf Membership deposit at the lot closing between the Developer and the Seller, by the Seller on behalf of the Purchaser, as a result of Seller receiving a discount from Developer against the price of the Property in an equal amount. All parties acknowledge this Membership Addendum for the balance of initiation deposit as detailed here:

- Within 10 days of the execution date of the Contract to acquire Section ~~XXXXXX~~ Lot # , Purchaser shall submit a deposit in the amount of \$100,000 to the escrow agent. Escrow agent shall submit this \$100,000 deposit to the Club at the lot Closing between Seller and Developer.
- Seller acknowledges that they are receiving a \$25,000 discount on the purchase price of the property and this discount is being applied towards the Golf Membership initiation deposit of \$125,000 at the lot Closing between Seller and Developer.

If the Club does not receive the initiation deposit on or before the lot closing and a Golf Membership is made available by the Club, Purchaser shall be required to pay the full deposit of \$125,000. Pursuant to the Membership Plan, the Purchaser may acquire a Golf Membership within 30 days following the lot closing for the full amount of the deposit, but if Purchaser elects to do so, Purchaser will have forgone the Seller's \$25,000 membership contribution at the lot closing. Purchaser should remember that a future resale buyer of the property is only guaranteed the ability to obtain 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 may re-issue the membership to Purchaser's resale buyer at the resale closing (subject to Purchaser's resale buyer completing an application and paying the then required membership deposit at the resale closing).

For Purchaser

Box #3. PURCHASER ELECTS TO ACQUIRE A CLIFFS GOLF MEMBERSHIP AND FINANCE THE INITIATION DEPOSIT. THE DEPOSIT FOR A CLIFFS GOLF MEMBERSHIP IS \$125,000.00. By checking this box and initialing below, Purchaser acknowledges that Purchaser has read Paragraph 3 below. All parties agree that the Seller's \$25,000 membership contribution will be applied toward the Golf Membership at the lot closing between the Developer and the Seller, by the Seller on behalf of the Purchaser, as a result of Seller receiving a discount from Developer against the price of the Property in an equal amount. All parties acknowledge this Membership Addendum and Financing Option for the balance of initiation deposit as detailed here:

- Within 10 days of the execution date of the Contract to acquire Section , Lot # , Purchaser shall submit a deposit in the amount of \$25,000 to the escrow agent. Escrow agent shall submit this \$25,000 deposit to the Club for the lot Closing between Seller and Developer.
- Seller acknowledges that they are receiving a \$25,000 discount on the purchase price of the property and this discount is being applied, on behalf of Purchaser, towards the Purchaser's Golf Membership initiation deposit of \$125,000 at the lot closing between Seller and Developer.

- On the first anniversary of the lot closing date between Seller and Developer, Purchaser agrees to pay an amount of \$37,500.
- On the second anniversary of the closing date between Seller and Developer, Purchaser agrees to pay a final installment of \$37,500.
- By complying with this payment schedule for the balance of the initiation deposit, Purchaser will incur no finance or interest expenses.

If Box #3 is not checked and if the Club does not receive the initiation deposit on or before the lot closing, the Purchaser must submit the full initiation deposit of \$125,000 to the Club. Purchaser may acquire a Golf Membership within 30 days following the lot closing for the full amount of the deposit or may finance the initiation deposit by checking and initialing Box #3, but if Purchaser elects not to do so, Purchaser will have forgone the Seller's \$25,000 membership contribution. 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

2. **Failure to Pay Promissory Note.** Upon the occurrence of an Event of Default (as defined in the Note), The Cliffs Communities, Inc. ("Cliffs") may immediately take any or all such action as may be set forth in the Membership Plan (including without limitation paragraph 16 thereof) or under applicable law. If such Event of Default continues for a period of forty five (45) days, Cliffs may expel or terminate your membership at any or all Cliffs Clubs. This process is at the sole discretion and authority of the management of Cliffs.

3. **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 a related third party and operated by or in concert with its affiliate, The Cliffs Golf & Country Club, Inc., 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 of \$125,000 are received within thirty (30) days following the lot 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. Please note however, because Purchaser is receiving \$25,000 from the Seller, which must be applied toward the membership initiation deposit, Purchaser must acquire the Cliffs Golf Membership on or before the lot closing and may not wait the 30 days otherwise applicable. Unless Box #3 is checked and initialed, a total of \$125,000 (which includes the Seller's \$25,000 membership contribution) is due on or before the Lot Closing. A

May 29, 2012

VIA UPS OVERNIGHT DELIVERY
BMC Group, Inc.
Attention: Cliffs Claims Processing
18675 Lake Drive East
Chanhassen, Minnesota 55317


Re: Proof of Claim
Robert L. Brudzinski ("Creditor")

Dear Sir/Madam:

Enclosed please find a Proof of Claim filed against The Cliffs at Keowee Falls Golf and Country Club, LLC, Case Number 12-01229. Please file the original and return the copy to me in the self-addressed, stamped envelope enclosed herewith.

Thank you for your attention to this matter.

With kind regards,



Nathaniel C. Farmer
Attorney for Creditor

NCF/kr

Enclosures

cc: Bob Brudzinski, w/encl.

JACQUELINE H. PATTERSON
864-329-0548
PATTERSON & ASSOCIATES, P.A.
1088 NORTH CHURCH STREET
GREENVILLE SC 29601

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1 OF 1

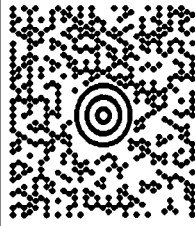
SHIP TO:

CLIFFS CLAIMS PROCESSING
BMC GROUP, INC.
18675 LAKE DRIVE EAST

CHANHASSEN MN 55317-9383

MAY 30 2012
BMC GROUP

RECEIVED



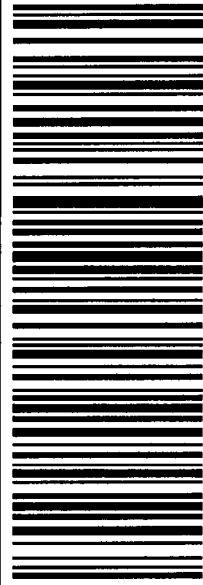
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UPS NEXT DAY AIR

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TRACKING #: 1Z 81Y 4A8 01 9674 1250



BILLING: P/P

Reference# 1: Brudzinski 12-040

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