

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM



Your Claim is Scheduled As Follows:  
Schedule/Claim ID: s14146  
AMOUNT/CLASSIFICATION:

~~\$75,000.00~~ UNSECURED  
(CONTINGENT)

**\$100,000** *FB*

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.

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: \_\_\_\_\_

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

Case Number:  
12-01229

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) :

Name and address where notices should be sent:

29347866901037  
Thomas Greene  
~~149 Glenwood Avenue~~ *115 BUTTON BUSH TRAIL*  
~~Winnetka, IL 60093~~ *Six Mile, S.C. 29682.*

Creditor Telephone Number ( ) email:

Name and address where payment should be sent (if different from above):

*115 BUTTON BUSH TRAIL*  
*Six Mile SC 29682*

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.

Payment Telephone Number (*312 805-1507*) email: *tomgreene@bcglobal.net*

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 100,000

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 Fee to CLIFFS GOLF & CC  
(See instruction #2)

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

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: \$ \_\_\_\_\_

**RECEIVED**

**MAY 31 2012**

**BMC GROUP**

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



01137

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: Thomas G Greene  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_

Thomas G Greene      5/29/2012  
 (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

**THE CLIFFS CLUBS**  
**MEMBERSHIP ADDENDUM**


This is an Addendum to the real estate purchase agreement between Thomas & Emilie Greene, Purchaser and Austin Singleton, Seller regarding the home located at 115 Button Bush Trail, in The Cliffs at Keowee Springs:

It is agreed by all parties:

- 1) The Purchaser shall convey to the Seller, Lot South 24 in The Cliffs at Keowee Falls, ("Exchange Lot") for a credit of \$225,000 towards the purchase price of The Cliffs at Keowee Springs Residence #20 free and clear of all liens, encumbrances and any other matters affecting title to said Exchange Lot.
- 2) The Purchaser shall convey Exchange Lot to Seller, simultaneously with the closing of home at 115 Button Bush Trail in Keowee Springs.
- 3) The Purchaser shall pay the cost of preparing deed, deed transfer fees, and any attorney fees in association with the conveyance of Exchange Lot.
- 4) Taxes and assessments will be prorated between Purchaser and Seller as the date of closing.
- 5) The Cliffs at Keowee Falls Golf & Country Club, LLC, will refund the initiation deposit of \$100,000 upon conveyance of Exchange Lot.
- 6) The Cliffs at Keowee Springs Golf & Country Club, LLC, will discount the initiation deposit for the Keowee Springs Golf Membership to \$100,000 upon Purchaser acquiring Residence #20 from Seller. This discount is provided contingent on the Golf Membership being acquired in conjunction with the closing of Residence #20.

It is hereby agreed to this 1<sup>st</sup> of March, 2010.

  
Thomas Greene, Purchaser

  
Emilie Greene, Purchaser

  
Austin Singleton, Seller

  
The Cliffs at Keowee Falls Golf & Country Club, LLC  
By Managing Member, The Cliffs Club & Hospitality Group, Inc.



COMMUNITIES

### Club Membership Addendum

THIS ADDENDUM is executed by and between 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 Real Estate Sale and Purchase Agreement (the "Agreement") between the Seller and Purchaser.

Purchaser: Tom and Emilie Greene Community: Cliffs at Keowee Falls & Vineyards

Section: Keowee Falls North

Agreement Date: \_\_\_\_\_ Property #: South 21

Property List Price \$ 494,000.00

Property's Discounted Purchase Price (\$ 25,000.00) \$ 469,000.00

Family Membership Privileges, Initiation Deposit.  
If checked, Purchaser will apply at Closing the amount of the discount given for Cliffs Family Membership privileges, and pay \$25,000 balance, for a total \$50,000.00 deposit. \$ 50,000.00

Golf Membership, Initiation Deposit.  
If checked, Purchaser wishes to upgrade immediately to a Cliffs Golf Membership by paying at the Closing the add-on deposit of \$50,000.00. \$ 50,000.00

Total Membership Deposit To Be Paid at Closing: \$ 100,000.00

1. **Purchase Price Discounted for Membership.** The Club and Seller have, by special arrangements, agreed that if Purchaser wishes to acquire a membership, Seller will discount the price of the Property by \$25,000. Purchaser wishes to receive the discount and acquire a membership, electing 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 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, thereby declining to acquire a membership, no purchase price discount will be given in the sales transaction between Purchaser 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 Seller is agreeing to discount the price of the Property, then the \$25,000 discount that Purchaser will apply 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 and pays the initiation deposit then required. Any initiation deposit paid by Purchaser in excess of the \$25,000 discount so applied to the Property will be fully refunded as provided in the Club's Membership Plan and without regard to any vesting

Will To Open

**EXTREMELY URGENT**

Please Rush To Addressee

PLEASE PRESS FIRMLY

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**ORIGIN (POSTAL SERVICE USE ONLY)**

PO Zip Code: 29682

Date Accepted: 5-29-12

Mo. Day Year: 5 29 12

Time Accepted: 2:05 PM

Flat Rate  or Weight lbs. 2.10

Day of Delivery: Next  2nd  2nd Del. Day

Scheduled Date of Delivery: Month 5 Day 30

Scheduled Time of Delivery:  9 AM  3 PM

Military  Non  Int'l Alpha Country Code

Postage: \$ 18.95

Return Receipt Fee: \$

ODD Fee: \$

Insurance Fee: \$

Total Postage: \$ 18.95

Acceptance Fee: \$

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Delivery Attempt: Time  AM  PM Employee Signature

Mo. Day:  AM  PM Employee Signature

Delivery Date: Time  AM  PM Employee Signature

Mo. Day:  AM  PM Employee Signature

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WANNER OF SIGNATURE (Domestic Mail Only) customer requests waiver of signature or address to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I wish proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No.

Express Mail Corporate Acct. No.

Additional merchandise is void if customer requests waiver of signature or address to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I wish proof of delivery.

PRESS HARD. YOU ARE MAKING 3 COPIES.

FROM: (PLEASE PRINT) PHONE: ( )

Thomas GREENE  
115 BUTTON BUSH  
Six Mile SC 29682

RECEIVED  
MAY 23 1 2012  
BANC GROUP

NO DELIVERY  Weekend  Holiday  Mailer Signature

TO: (PLEASE PRINT) PHONE: ( )

BANC GROUP INC.  
ATTN: CLIFFS CLAIM PROCESSING  
18675 LAKE DRIVE EAST  
CANHASSEN MN 55317

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES): 55317

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