

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM



Your Claim is Scheduled As Follows:
Schedule/Claim ID: s13470
AMOUNT/CLASSIFICATION:
\$15,000.00 UNSECURED
(CONTINGENT)

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

Case Number:
12-01226

NOTE: See reverse and attached for List of Debtors/Case Numbers/important details. Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

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) :
MIKE AND ELLEN HENSON

Name and address where notices should be sent:
29347866003546
Henson, Mike and Ellen
225 Sheffield
Greer, SC 29651

RECEIVED
MAY 31 2012
BMC GROUP

Creditor Telephone Number (864 8483505 email: Mike.henson@2005@gmail.com

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

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 (864 8483505 email: SAME AS ABOVE

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 15,000

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: DEPOSIT FOR SOCIAL ATHLETIC MEMBERSHIP WHICH WAS ISSUED 9 SEPT 2003
(See instruction #2)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
4554

3a. Debtor may have scheduled account as:
NA
(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: \$ NA

Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ NA

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



01146

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: MIKE HENSON Ellen Henson
Title: _____
Company: _____

Mike Henson 30 MAY 2012
(Signature) (Date)

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

Ellen Henson 5/30/2012
(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 at Keowee Falls & Keowee Vineyards Membership Inclusion Addendum

THIS ADDENDUM is executed by and between Keowee Investment Group, LLC (the "Seller" and generally referred to as "we" and "us") and the below identified "Purchaser" (generally referred to as "you") of a Lot in Keowee Falls or Keowee Vineyards and is an amendment of and addition to that certain Agreement ("Agreement") between both of us.

Purchaser: Mike Henson
Ellen Henson

Keowee Falls or Vineyards Lot: EP-6

Agreement Date: Sept. 9th, 2003

Membership Deposit Included in Purchase Price:

\$ 15,000⁰⁰

1. **Purchase Price Inclusive of Memberships.** The Purchase Price of the Lot under the Agreement includes the membership amount for either a Full Golf Membership, or for a Social Athletic Membership. If you wish to acquire a membership, you must elect to do so below and submit the required membership deposit as below provided. See the membership check boxes below and Paragraph 2 regarding membership privileges in the Clubs' facilities.

- Box #1. YOU ELECT TO RECEIVE A FULL GOLF MEMBERSHIP. THE DEPOSIT FOR A FULL GOLF MEMBERSHIP IS \$_____. By checking this box and initialing below, you acknowledge that you have read Paragraph 2 below. You hereby understand that, the Full Golf Membership will not be issued and activated until we have received from you the required deposit for the membership. You must deliver your membership deposit and complete the Club's required forms not later than thirty (30) days following your closing. If the Club does not receive such funding on or before the expiration of the aforesaid period, you will forfeit the right of guaranteed availability of a Full Golf Membership and shall only be able to acquire one if, and only if, one becomes available pursuant to the Club's Membership Plan, which neither we nor the Club guarantees. Please remember, that when you go to sell your Cliffs property, your buyer is only guaranteed the ability to get a Full Golf Membership if you have one to resign back to the Club (and receive a refund of your initiation deposit) so the Club can immediately re-issue it to your buyer at your re-sale closing (subject to your buyer completing an application and paying the required membership deposit at the closing) without your buyer having to be placed on a waiting list and perhaps never having one become available.

For Purchaser



Box #2. YOU ELECT TO RECEIVE A SOCIAL ATHLETIC MEMBERSHIP. THE DEPOSIT FOR A SOCIAL ATHLETIC MEMBERSHIP IS \$ 15,000.⁰⁰. By checking this box and initialing below, you acknowledge that you have read Paragraph 2 below. You understand that the Social Athletic Membership will not be issued and activated until we have received from you the required deposit for the membership. You further understand that a Social Athletic Membership is subject to availability and that there is no guarantee that a Social Athletic Membership would be available if you delay membership acquisition and later wish to acquire a membership. You must deliver your membership deposit and complete the Club's required forms not later than thirty (30) days following your closing. If the Club does not receive such funding on or before the expiration of the aforesaid period, a Social Athletic Membership will be available to you if, and only if, one is available pursuant to the Club's Membership Plan, which neither we nor the Club guarantees.


For Purchaser

2. **The Golf & Country Club.** You hereby acknowledge the plan of development for Cliffs at Keowee Falls and Keowee Vineyards includes the operation of a commercial, private golf and country club facility within the boundaries of Cliffs at Keowee Falls and Keowee Vineyards (sometimes hereinafter, the "Club"). You further acknowledge that the Club's recreational facilities are owned by a related third party as a commercial business, and not as a non-profit enterprise, that you will have a license to use the facilities as herein described if you acquire a membership to do so, and that neither you nor any property owner association of which you may be a member has or will receive any ownership interest in the Club's facilities by virtue of your acquisition of the Lot or membership in any such property owner 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 you wish to become a member, you should take the time to read the entire 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 Full Golf Membership. Acquisition of a Full Golf Membership is subject to availability at the time you may wish to acquire one, but is guaranteed to be available to you if it is acquired before the expiration of thirty (30) days following your closing. Under the Club membership plan, a buyer is guaranteed the availability of the Full Golf Membership if the buyer purchases from our previously unsold inventory and the buyer's application and membership deposit are received within thirty (30) days following the buyer's closing with; or if the buyer purchases re-sale property from a seller who is the holder of a Full Golf Membership and submits the completed application and required membership deposit at the re-sale closing of the Cliffs property. If you want the buyer of your Cliffs property in a re-sale transaction to be guaranteed the ability to acquire a Full Golf Membership, following your membership resignation and the Club's re-issuance of the resigned membership to your buyer at your closing pursuant to the requirements of the Club's membership plan and subject to your buyer completing an application and paying the required membership deposit at the closing, you will need to acquire the Full Golf Membership. A golf membership is subject to availability at all times as determined by the Club. If you have elected to receive a Full Golf Membership by checking Box #1 on page 1, then upon you making application and funding the required deposit within the period required, you will be issued a Full Golf Membership in the Club. Your monthly membership dues will commence with the issuance of the membership to you, 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) **Social Athletic Membership.** If you have elected to receive a Social Athletic Membership by checking Box #2 on page 2 of this Addendum, then upon you making application and funding the required deposit, you will be issued a Social Athletic Membership in the Club. Your monthly membership dues will commence with the issuance of the membership to you, 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) **Club's Membership Plan.** The governing documents of the Club require that upon resale of your Lot, your membership in the Club must be resigned. When you sell your Lot, and so long as you are a Club member in good standing, you will be entitled to a refund equal to one hundred percent (100%) of the initiation deposit you made for memberships in the Club. In addition, if the buyer of your Lot and improvements wishes 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 deposit that your buyer makes for the issuance of a membership may be more or less than the deposit you made. As previously indicated, a Full Golf Membership is not guaranteed to be available to your buyer if you do not acquire a Full Golf Membership within 30 days following your Closing. See subparagraph (a) above.

3. **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 Agreement.

Purchaser:

J. M. Henson
Ellen D. Henson

SEPT. 9, 2003
Month Day Year

Seller:

KEOWEE INVESTMENT GROUP, LLC

By: Oliver Ewert

Its: VE - CO

11 9 07
Month Day Year

FedEx *NEW Package*
Express *US Airbill* Tracking Number **8993 7234 4013**

0200 Form 10/01

FedEx Retrieval Copy

1 From

Date **5-30-12**

Sender's Name **Mike & Ellen Henson** Phone **844 848-3505**

Company

Address **225 Shetfield Rd.**

City **Greer** State **SC** ZIP **29637**

2 Your Internal Billing Reference

3 To

Recipient's Name **BMC Group, Inc** Phone

Company **Att n: Cliffs Claims Processing**

Address **18675 Lake Drive East**

City **Chanhassen** State **MN** ZIP **55317**

Address **Chanhassen** State **MN** ZIP **55317**

Address **Chanhassen** State **MN** ZIP **55317**

Address **Chanhassen** State **MN** ZIP **55317**



8993 7234 4013

4 Express Package Service

NOTE: Service rules has changed. Please select carefully.

Next Business Day

FedEx First Overnight

FedEx Priority Overnight

FedEx Standard Overnight

Next Business Day

5 Packaging

FedEx Envelope*

FedEx Pak*

Special Handling and Delivery Signature Options

SATURDAY DELIVERY

6 Packages up to 150 lbs.

NOTE: Service rules have changed. Please select carefully.

2 or 3 Business Days

NEW FedEx 2Day AM

FedEx 2Day

FedEx Express Saver

Next Business Day

FedEx Signature

FedEx Signature

FedEx Signature

FedEx Signature

FedEx Signature

FedEx Signature

FedEx Signature

FedEx Signature

FedEx Signature

FedEx Signature

FedEx Signature

FedEx Signature

FedEx Signature

FedEx Signature

FedEx Signature

7 Payment Bill to:

Sender

Recipient

Third Party

Credit Card

Cash/Check

Other

Account No.

Act No.

Obtain recp.

Act No.

Obtain recp.

Act No.

Obtain recp.

Act No.

Obtain recp.

Act No.

Obtain recp.

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