


UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA	PROOF OF CLAIM
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Name of Debtor: THE CLIFFS AT HIGH CAROLINA
GOLF & COUNTRY CLUB

Case Number: 12-01231

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) : JOHN L WRENN

Name and address where notices should be sent:
 29347868009697
 John L Wrenn
 161 Charland Forest
 Asheville, NC 28803
NORM SPAICU
ATTY AT LAW
206 SUTTON AVE
BLACK MOUNTAIN NC 28711

Creditor Telephone Number (828) 664-0421 email: nsehaich@ebellsouth.net

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.

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

Payment Telephone Number () email:

Check this box to indicate that this claim amends a previously filed claim.
Court Claim Number (if known): _____
 Filed on: _____

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 2,100.00
 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:
 (See instruction #2) Breach of Lease Agreement

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: \$ _____

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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: \$ _____
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).

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

Cliffs POC

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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: NORMAN V SCHAICH
Title: ATTY
Company: _____

[Handwritten Signature] 6/28/12
(Signature) (Date)

Address and telephone number (if different from notice address above):
208 SUTTON AVE
BLAKE MT NC 28711

Telephone number: _____ email: nschaich@ie bell south.net
1828) 664-0421

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

 **COPY**

September 7, 2011

The Cliffs Communities, Inc.
ATTN: MARTY RITSCH
3598 Highway 11
Travelers Rest, SC 29690

Re: Remaining lease payments owed to John Wrenn

Dear Mr. Ritsch:

Our law firm represents the interests of Mr. John Wrenn. On or about May 1, 2010, your company and Mr. Wrenn entered into a Lease Agreement for the lease of space in which to place an outdoor advertising sign. The lease was to run from May 1, 2010 until May 1, 2011 at the rental payment of \$700.00 per month. The Lease further stated that the Lease can only be cancelled by written agreement of both parties.

On or about January 20, 2011, you sent a letter to Mr. Wrenn requesting cancellation of the Lease. Mr. Wrenn did not agree to the cancellation in writing as required by the Lease. It is our contention that you breached the Lease with Mr. Wrenn. Therefore, you still owe the sum of \$2,100.00 (for the months of February, March, April) to Mr. Wrenn for the remainder of the Lease .

According to Mr. Wrenn, you have agreed to pay Mr. Wrenn the balance of the rental payments owed but have failed to do so. Mr. Wrenn has authorized me to institute a law suit against your company to collect the balance of rental payment owed to Mr. Wrenn. However, in an effort to resolve this matter, we are giving you fifteen days (15) from receipt of this letter to pay Mr. Wrenn the balance of the rental payments owed to him (\$2,100).

Thank you in advance for your cooperation.

Sincerely,

Norman V. Schaich

LEASE AGREEMENT

This Lease Agreement is made and entered into this 1st day of May, 2010 by and between John L. Wrenn, 161 Chantland Forest, Asheville, N.C. 28803 (LESSOR) and Cliffs at High Carolina, LLC, 3598 Highway 11, Travelers Rest, S.C. 29690 (TENANT)

1. **Leased Premises.** The Lessor as owner, does hereby lease and grant to the Tenant exclusive use and possession of an outdoor advertising structure approximately 12 ft. by 41 ft in size, as well 15 ft. of land on all sides, as well as access across Lessor's property from Buckeye Access

Road for the purpose of advertising on the outdoor structure and replacing or installing vinyl face advertising on structure. This being a portion of real property (Lessor's Tract) as identified by Buncombe County Property Record 9688-48-9795 , located on Buckeye Access Rd, Swannanoa, N.C.

The Lessor does hereby grant to the Tenant, its employees and agents, an irrevocable license during the term of this Lease Agreement to access the Leased Premises over the Lessor's Tract with labor and machinery over the existing driveway and such access shall not be obstructed by Lessor or Lessor's Agents.

2. **Term.** The Original Term of this lease shall be from May 1, 2010 until May 1, 2011.

3. **Rental.** The Tenant shall pay the Lessor rent of Seven Hundred (\$700.00) Dollars per month, with payment due by the fifteenth of each month.

4. **Options.** The Tenant shall have the exclusive option of extending the Original Term for an additional one year term for a rental amount of Seven Hundred Fifty (\$750.00) per month and the exclusive option to extend for a third one year term for a rental amount of Eight Hundred (\$800.00) Dollars a month. Notice to extend option shall be before existing year option period ends.

5. **Permits.** The Lessor is responsible to secure at Lessor's expense all governmental permits or approvals for the outdoor advertising structure and with out any interruption in the permit period.

6. **Lessor's Maintenance.** Lessor is responsible for the repairs and maintenance of physical structure, not including the vinyl advertisement, including all electrical bills and lighting bulbs and fixtures.

7. **Cancellation of Lease .** This lease can only be cancelled by written agreement of both parties.

8. Entire Agreement. It is expressly understood that this written agreement is the entire agreement, and that no oral stipulations or verbal agreements exist. The Agreement shall inure to the benefit of and be binding upon personal representatives, successors and assigns of the parties hereto.

LESSOR

TENANT

John L. Wrenn
John L. Wrenn

[Signature]

John L. Wrenn

Cliffs at High Carolina, LLC

By _____

Date _____

Date _____

Norman V. Schaich

Attorney at Law

Telephone (828) 664-0421

Fax (828) 664-0422

e-mail: nschaich@att.net

208 Sutton Avenue, Black Mountain, N.C. 28711

June 28, 2012

BMC Group Inc
ATTN: Cliffs Claims Processing
PO BOX 3020
Chanhassen, MN 55317-3020

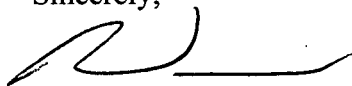
RE: Claim for case # 12-01231

Dear Sir:

Our law firm represents the interests of Mr. John L Wrenn claimant in the above matter.
Enclosed, please find our claim form and supporting documentation.

Thank you for your cooperation.

Sincerely,



Norman V. Schaich

Norman V. Schaich

Attorney at Law

208 Sutton Avenue

Black Mountain, N.C. 28711

POSTAGE WILL BE PAID BY ADDRESSEE
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



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ATTN: Cliffs Claims Processing
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