

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM

FILED IN CASE NO. 12-01220

Name of Debtor:
The Cliffs Club & Hospitality Group, Inc.

Case Number:
12-01220

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:

29347866011250
Wyche Professional Association
PO BOX 728
Greenville, SC 29602

RECEIVED

MAY 25 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 **(864) 242-8201** email: **eamstutz@wyche.com**

THIS SPACE IS FOR COURT USE ONLY

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

Not Applicable

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.

Not Applicable

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 \$ **191,986.90**

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: **Legal fees and expenses. See Attachment, which is incorporated herein.**

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
Not Applicable

3a. Debtor may have scheduled account as:
Case Number: **12-01237; Schedule**
Claim ID: **s15818**

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 **Retainer**

Value of Property: \$ **7,399.68**

Annual Interest Rate: _____ % Fixed or Variable **Not Applicable**

Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ **Not Applicable**

Basis for Perfection: **Retainer paid to Creditor**

Amount of Secured Claim: \$ **7,399.68**

Amount Unsecured: \$ **184,587.22**

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: \$ **Not Applicable**

Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ **Not Applicable**

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: Wyche, P.A., by Eric B. Amstutz
 Title: CEO
 Company: Wyche, P.A.

By:  May 24, 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

**ATTACHMENT
TO
WYCHE, P.A.
PROOF OF CLAIM**

Pursuant to that certain letter agreement, dated July 11, 2011, between Wyche, P.A. (the "Wyche Firm") and The Cliffs Club & Hospitality Group, Inc. ("ClubCo") (a copy of which letter agreement is attached hereto as Exhibit A), the Wyche Firm represented Steve Humphrey and David Bailey, in their capacities as members of the Board of Directors of ClubCo, and Don Tucker, in his capacity as Chair of the Advisory Board of ClubCo, from July 2011 through and beyond February 28, 2012. (In mid-November 2011, the Wyche Firm included Dave Woodrow, in his capacity as a member of the Advisory Board of ClubCo, as an additional client. This addition of Dave Woodrow as a client expanded the Wyche Firm's work by no more than two hours in total.)

Attached hereto as Exhibit B is an invoice for the Wyche Firm's unpaid pre-Petition Date fees and expenses in this representation. Consistent with the Wyche Firm's arrangement with ClubCo and the historical practice, and for the protection of confidential attorney-client information, Exhibit B does not include a description of the legal work that the Wyche Firm provided to its individual clients. The Wyche Firm has, however, provided its individual clients with this detail.

Attached hereto as Exhibit C is a letter respecting the attached invoice from the Wyche Firm's clients referenced in the July 11, 2011 letter above.

As noted in the Proof of Claim, the Wyche Firm continues to hold, and has not applied, \$7,399.68 of the retainer paid to it by or on behalf of ClubCo.

For information purposes, attached as Exhibit D is the invoice for the Wyche Firm's unpaid fees and expenses for the period February 28, 2012 through April 19, 2012. This invoice will be submitted separate and apart from this Proof of Claim.

W Y C H E

Attorneys at Law

July 11, 2011

The Cliffs Club & Hospitality Group, Inc.
3598 Highway 11
Travelers Rest, South Carolina 29690
Attention: Mr. Timothy P. Cherry,
Chairman of the Board

Re: Representation of Steve Humphrey, David Bailey, and Don Tucker

Dear Mr. Cherry:

The purpose of this letter is to give The Cliffs Club & Hospitality Group, Inc. ("Clubco") and Wyche, P.A. ("Law Firm") a written record of the agreement between the Clubco and the Law Firm with respect to Clubco's agreement to pay the Law Firm's reasonable fees and costs for representing Steve Humphrey and David Bailey, in their capacities as members of the Board of Directors of Clubco, and Don Tucker, in his capacity as Chair of the Advisory Board of Clubco.

Melinda Davis Lux, Marshall Winn, David H. Koyza and I will be primarily responsible for the Law Firm's work in representing Mr. Humphrey, Mr. Bailey, and Mr. Tucker. The Law Firm generally determines its fees on the basis of time spent by attorneys and paralegals on a particular matter. Each attorney has a separate rate, ranging from \$280 to \$450 per hour for members and currently \$200 per hour for associates. The current rate for this matter will be \$360 per hour for Ms. Lux, \$425 per hour for Mr. Winn, \$300 per hour for Mr. Koyza and \$395 per hour for me. We will call upon other members and our associates and paralegals to perform whatever work that this matter will require that is most efficiently carried out by them. In addition to the Law Firm's legal fees, the Law Firm also will charge for reasonable expenses incurred on behalf of Mr. Humphrey, Mr. Bailey, or Mr. Tucker. Such expenses will include, but not be limited to, messenger and delivery fees, transportation expenses, telephone, telecopy, and postage charges, and document reproduction fees. Statements showing time spent for such services rendered and expenses incurred generally will be sent to Clubco on a monthly basis.

Clubco has agreed to pay the Law Firm a retainer of ^{30,000 TPC} ~~\$75,000~~. The retainer will be deposited into the Law Firm's IOLTA trust account. An invoice will be sent monthly to Clubco for our fees and expenses, the amount thereof will be applied against this retainer, and the amount so applied will be paid to us from the trust account. ~~If more is due under the invoice than is in the retainer account, we will invoice Clubco for that amount. Clubco will be obligated to pay any such excess amount invoiced and to replenish the retainer account to \$75,000 each month. Payment to replenish the retainer amount to \$75,000, plus any additional amounts billed as set forth above, will be due upon invoice receipt.~~ ^{TPC} Clubco understands and acknowledges that nothing in this letter agreement will be deemed to require that the Law Firm provide services if the Law Firm's fees and costs are not paid, or if the retainer is not replenished, as set forth above. Any amount remaining in the retainer account upon completion of the Services (as hereinafter defined) and satisfaction of all fees and expenses of the Law Firm in connection with this matter shall be refunded to Clubco.

W Y C H E
PROFESSIONAL ASSOCIATION

44 East Camperdown Way, Greenville, SC 29601- 3512
p: 864.242.8200 | f: 864.235.8900
www.wyche.com

W Y C H E

Mr. Timothy Cherry
July 11, 2011
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The Law Firm's initial statement for Services rendered shall include expenses incurred and time devoted by attorneys at the Law Firm prior to the date of this letter agreement, an amount we estimate to be approximately \$2,500, in connection with this matter, and the parties to this agreement understand and intend that such services reflect a contemporaneous exchange for new value and are in fact such a contemporaneous exchange.

The Law Firm's representation of Mr. Humphrey, Mr. Bailey, and Mr. Tucker will include the review of documents, research of legal issues and discussions with and advice to Mr. Humphrey, Mr. Bailey, and Mr. Tucker regarding alternative courses of action in view of the financial challenges faced by The Cliffs Communities, Inc. ("CCI") and related companies and services reasonably related to the foregoing. To the extent requested by Mr. Humphrey, Mr. Bailey, or Mr. Tucker, our services may include communicating with CCI representatives (but not, without the consent of Clubco, to any creditors of CCI or of Clubco (or any of their respective affiliates), except for the Clubco Noteholders and the Indenture Trustee for the Notes). The services described above are collectively, the "Services".

Clubco acknowledges that the Law Firm will represent Mr. Humphrey and Mr. Bailey in their individual capacities as members of Clubco's Board of Directors and in no other capacity. Clubco acknowledges that the Law Firm will represent Mr. Tucker in his individual capacity as Chair of Clubco's Advisory Board and in no other capacity.

Clubco may terminate this letter agreement at any time, for any reason or for no reason, by sending the Law Firm written notice of such termination. Upon termination of this letter agreement, the Law Firm will still be permitted to draw upon the pre-paid retainer account for reasonable fees and costs not subject to a bona fide dispute incurred prior to the Law Firm's receipt of notice of termination. Notwithstanding the foregoing, to the extent that the Law Firm is required by ethical rules to continue to represent Mr. Humphrey, Mr. Bailey, or Mr. Tucker, this letter agreement and Clubco's obligation to pre-pay for Services provided by the Law Firm will remain in full force and effect.

Clubco agrees that, consistent with ethical rules, the Law Firm may cease performing legal services and terminate its representation of Mr. Humphrey, Mr. Bailey, or Mr. Tucker at any time for any reason or no reason, including, without limitation, inability of the Law Firm to draw upon, or insufficiency of, the pre-paid retainer account for legal fees and expenses and the failure of Clubco to replenish the retainer amount pursuant to the terms of this letter agreement.

Clubco understands that (subject to waiver by Mr. Humphrey, Mr. Bailey, and Mr. Tucker) the Law Firm will maintain the confidentiality of information relating to the Law Firm's representation of Mr. Humphrey, Mr. Bailey, and Mr. Tucker as required by ethical rules. Clubco further understands that the Law Firm will not disclose that information to Clubco or any of its affiliated entities.

W Y C H E

Mr. Timothy Cherry
July 11, 2011
Page 3

Clubco understands that, with respect to the matters described in this letter, the Law Firm does not represent Clubco or any of its affiliated entities, that none of Clubco or any of its affiliated entities are or will be clients of the Law Firm, and that none of Clubco or any of its affiliated entities can rely in any way on the Law Firm's representation of Mr. Humphrey, Mr. Bailey, and Mr. Tucker. Consequently, no communication between the Law Firm and any representative of Clubco or any of its affiliated entities will be protected by the attorney-client privilege or covered by any obligation of confidentiality. Clubco further understands that the Law Firm may from time to time represent Mr. Humphrey, Mr. Bailey, or Mr. Tucker or other clients in other matters adverse to Clubco and/or its affiliated entities.

Clubco agrees that the Law Firm may give a copy of this letter agreement to Mr. Humphrey, Mr. Bailey, and Mr. Tucker.

If you have any questions concerning the above, I would be pleased to discuss them with you or Clubco's attorney.

Please sign the enclosed copy of this letter agreement and return it to me to confirm Clubco's agreement to the above terms.

Yours very truly,

Wyche, P.A.

By: 

Eric B. Amstutz, Member

CLUBCO AGREES TO THE ABOVE:

THE CLIFFS CLUB & HOSPITALITY GROUP, INC.

By: 

Name: Timothy P. Cherry

Title: Chairman of the Board

Date: July __, 2011

WYCHE, P.A.
ATTORNEYS AT LAW
44 East Camperdown Way
Post Office Box 728
Greenville, South Carolina 29602-0728
Telephone 864-242-8200 Fax 864-235-8900
Fed. I.D. #57-0514278

SUMMARY SHEET - - REMITTANCE COPY

Please detach this top sheet and return with your payment.

The Cliffs Club & Hospitality Group, Inc.
3598 Highway 11
Travelers Rest, South Carolina 29690

Invoice Number: 163328
Invoice Date: April 19, 2012
Payment Due Upon Receipt
Client / Matter: 20422 . 0001

<u>Client / Matter</u>	<u>Description</u>	<u>Amount due</u>
20422 . 0001	Advice re: Clubco	\$190,450.50
	Costs	<u>\$1,536.40</u>
Current Amount Due		\$191,986.90
Total Amount Due		\$191,986.90

WYCHE, P.A.
ATTORNEYS AT LAW
44 East Camperdown Way
Post Office Box 728
Greenville, South Carolina 29602-0728
Telephone 864-242-8200 Fax 864-235-8900
Fed. I.D. #57-0514278

S. Humphrey, Bailey, Tucker
18 Moss Pink Way
Landrum, SC 29356

Invoice Number: 163328
Invoice Date: April 19, 2012
Payment Due Upon Receipt
Client / Matter: 20422 . 0001

Re: Advice re: Clubco

Trust Beginning Balance \$7,399.68

Professional Services Rendered

		<u>Hours</u>
09/01/11	EBA	0.20
09/01/11	LBS	1.90
09/02/11	EBA	0.80
09/06/11	EBA	0.60
09/07/11	EBA	1.30
09/08/11	EBA	2.00
09/09/11	EBA	0.20
09/12/11	EBA	2.50
09/13/11	EBA	4.40
09/14/11	EBA	2.30
09/15/11	EBA	8.60
09/16/11	EBA	2.10
09/18/11	EBA	0.90
09/20/11	EBA	0.50
09/21/11	EBA	2.50

Wyche, P.A.

Invoice Number: 163328

Client:

Invoice Date: April 19, 2012

S. Humphrey, Bailey, Tucker

Payment Due

Upon Receipt

		<u>Hours</u>
09/22/11	EBA	2.20
09/23/11	EBA	2.70
09/24/11	EBA	0.70
09/25/11	EBA	0.60
09/26/11	EBA	4.90
09/27/11	EBA	4.50
09/28/11	EBA	0.30
09/29/11	EBA	0.70
09/30/11	EBA	1.40
10/01/11	EBA	0.80
10/02/11	EBA	0.50
10/03/11	EBA	2.50
10/04/11	EBA	0.40
10/04/11	EBA	4.10
10/05/11	EBA	7.80
10/06/11	EBA	5.00
10/07/11	EBA	1.90
10/08/11	EBA	1.70
10/10/11	EBA	2.20
10/11/11	EBA	0.50
10/12/11	EBA	2.40
10/13/11	EBA	2.90
10/14/11	EBA	3.60
10/15/11	EBA	0.30
10/17/11	EBA	1.00
10/18/11	EBA	0.70

Wyche, P.A.

Client:

S. Humphrey, Bailey, Tucker

Invoice Number:

163328

Invoice Date:

April 19, 2012

Payment Due

Upon Receipt

		<u>Hours</u>
10/20/11	EBA	0.90
10/21/11	EBA	2.00
10/24/11	EBA	7.10
10/25/11	EBA	8.90
10/26/11	EBA	0.50
10/27/11	EBA	2.80
10/27/11	DHK	0.40
10/27/11	JIW	0.40
10/28/11	EBA	2.00
10/31/11	EBA	1.40
11/02/11	EBA	2.00
11/03/11	EBA	0.90
11/04/11	EBA	1.20
11/06/11	EBA	0.40
11/06/11	EBA	1.20
11/07/11	EBA	7.30
11/08/11	EBA	2.00
11/09/11	EBA	1.50
11/10/11	EBA	2.00
11/11/11	EBA	2.80
11/13/11	EBA	0.30
11/14/11	EBA	6.60
11/15/11	EBA	2.10
11/16/11	EBA	5.50
11/17/11	EBA	6.50
11/18/11	EBA	6.70

Wyche , P.A.

Client:
S. Humphrey, Bailey, Tucker

Invoice Number: 163328
Invoice Date: April 19, 2012
Payment Due Upon Receipt

		<u>Hours</u>
11/19/11	EBA	4.50
11/20/11	EBA	3.60
11/21/11	EBA	6.80
11/22/11	EBA	5.10
11/23/11	EBA	8.30
11/25/11	EBA	7.30
11/26/11	EBA	3.30
11/27/11	EBA	0.20
11/28/11	EBA	5.00
11/29/11	EBA	4.00
11/30/11	EBA	6.50
12/01/11	EBA	3.50
12/02/11	EBA	0.60
12/03/11	EBA	0.50
12/04/11	EBA	0.50
12/05/11	EBA	1.40
12/06/11	EBA	4.90
12/07/11	EBA	1.30
12/08/11	EBA	7.00
12/09/11	EBA	3.50
12/10/11	EBA	0.40
12/11/11	EBA	1.60
12/12/11	EBA	6.70
12/13/11	EBA	3.50
12/14/11	EBA	2.90
12/15/11	EBA	0.10

Wyche , P.A.

Client:

S. Humphrey, Bailey, Tucker

Invoice Number:

163328

Invoice Date:

April 19, 2012

Payment Due

Upon Receipt

		<u>Hours</u>
12/16/11	EBA	4.10
12/17/11	EBA	0.70
12/18/11	EBA	2.40
12/18/11	EBA	0.50
12/19/11	EBA	3.50
12/20/11	EBA	3.90
12/21/11	EBA	6.00
12/22/11	EBA	8.10
12/23/11	EBA	5.70
12/25/11	EBA	1.90
12/26/11	EBA	1.90
12/27/11	EBA	7.70
12/28/11	EBA	0.30
12/30/11	EBA	0.50
01/01/12	EBA	1.20
01/02/12	EBA	5.40
01/03/12	EBA	5.10
01/04/12	EBA	9.50
01/05/12	EBA	2.10
01/06/12	EBA	2.60
01/07/12	EBA	2.50
01/08/12	EBA	4.10
01/09/12	EBA	3.00
01/10/12	EBA	8.20
01/11/12	EBA	8.00
01/12/12	EBA	1.70

Wyche , P.A.Invoice Number: 163328
Invoice Date: April 19, 2012
Payment Due Upon Receipt

Client:
S. Humphrey, Bailey, Tucker

		<u>Hours</u>
01/13/12	EBA	1.00
01/14/12	EBA	1.70
01/15/12	EBA	3.00
01/16/12	EBA	4.70
01/17/12	EBA	4.00
01/18/12	EBA	8.30
01/19/12	EBA	2.50
01/20/12	EBA	6.30
01/23/12	EBA	0.70
01/24/12	EBA	0.60
01/25/12	EBA	5.50
01/26/12	EBA	4.80
01/27/12	EBA	7.50
01/28/12	EBA	0.90
01/30/12	EBA	5.60
01/31/12	EBA	6.80
02/01/12	EBA	8.30
02/02/12	EBA	5.20
02/03/12	EBA	2.20
02/04/12	EBA	0.50
02/05/12	EBA	0.30
02/06/12	EBA	4.50
02/07/12	EBA	1.00
02/08/12	EBA	1.90
02/09/12	EBA	3.00
02/10/12	EBA	2.70

Wyche , P.A.

Client:
S. Humphrey, Bailey, Tucker

Invoice Number: 163328
Invoice Date: April 19, 2012
Payment Due Upon Receipt

		<u>Hours</u>
02/11/12	EBA	2.30
02/12/12	EBA	0.70
02/13/12	EBA	3.50
02/14/12	EBA	2.80
02/15/12	EBA	5.30
02/16/12	EBA	0.60
02/17/12	EBA	1.70
02/18/12	EBA	0.20
02/19/12	EBA	0.20
02/20/12	EBA	4.00
02/21/12	EBA	1.10
02/22/12	EBA	7.20
02/24/12	EBA	0.80
02/25/12	EBA	1.20
02/26/12	EBA	0.50
02/27/12	EBA	1.70

Total Professional Services

\$190,450.50

Wyche, P.A.

Client:
S. Humphrey, Bailey, Tucker

Invoice Number: 163328
Invoice Date: April 19, 2012
Payment Due: Upon Receipt

Costs

09/12/11	Two Chefs; Invoice # 278; Cost Advanced - Working lunch on 9/12/11 with Steve Humphrey, Dave Bailey, Don Tucker and Rob Kerr	\$28.89
09/13/11	Copy Charges	\$2.40
09/14/11	Copy Charges	\$34.80
09/16/11	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-Reimbursement for mileage to and from Cliffs to attend meeting with clients on 9/15/11. 38 Miles.	\$21.09
10/05/11	Color Copies	\$3.00
10/05/11	Copy Charges	\$52.80
10/05/11	South Carolina Interactive, LLC; Invoice # 40076; Cost Advanced-Online searches-UCC done in office (update) on 9/1/11	\$126.00
10/24/11	Copy Charges	\$31.00
10/24/11	Copy Charges	\$3.00
10/25/11	Copy Charges	\$26.40
10/26/11	Two Chefs; Invoice # 277; Cost Advanced - Working lunch with Dave Bailey, Steve Humphrey, Don Tucker, Dennis Hillier and Eric Amstutz	\$46.17
10/26/11	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-Reimbursement for mileage to and from Cliffs on 10/25/11 to attend meetings.	\$21.09
10/31/11	Soundpath Conferencing; Invoice # 8642428200-101411; Cost Advanced - Conference Call 9/13/11	\$60.71
11/08/11	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-11/7/11-Reimbursement for mileage to and from Cliffs for meetings with Indenture Trustee and Board.	\$29.97
11/22/11	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-Reimbursement for mileage on 11/21/11 to and from Cliffs to attend Special Board Meeting, 38 miles total.	\$21.09
12/01/11	Eric Amstutz; Invoice # EBA; Cost Advanced - Reimbursement for mileage to and from Noteholder Meeting 11/30/11.	\$22.20
12/12/11	Copy Charges	\$24.00
12/13/11	Eric Amstutz; Invoice # EBA; Cost Advanced - Reimbursement for mileage for travel to and from meeting with clients at Cliffs Valley 12/12/11.	\$24.42

Wyche, P.A.Client:
S. Humphrey, Bailey, TuckerInvoice Number: 163328
Invoice Date: April 19, 2012
Payment Due Upon Receipt

Costs

12/13/11	Eric Amstutz; Invoice # EBA; Cost Advanced - Reimbursement for mileage on 12/13/11 for travel to and from Special Board Meeting.	\$21.09
12/16/11	Copy Charges	\$10.60
12/20/11	Brick Street Cafe; Invoice # DM; Cost Advanced - Working Lunch with Indenture Trustees and Others.	\$183.49
12/27/11	Eric Amstutz; Invoice # DMUR; Cost Advanced EBA-Reimbursement for mileage to and from on 12/23/11 to attend special ClubCo Board Meeting. 38 miles total.	\$21.09
01/03/12	Soundpath Conferencing; Invoice # 8642428200-121411; Cost Advanced - Conference Call 11/17/11	\$44.12
01/03/12	Soundpath Conferencing; Invoice # 8642428200-121411; Cost Advanced - Conference Call 11/18/11	\$25.53
01/03/12	Soundpath Conferencing; Invoice # 8642428200-121411; Cost Advanced - Conference Call 11/22/11	\$42.12
01/03/12	Soundpath Conferencing; Invoice # 8642428200-121411; Cost Advanced - Conference Call 11/23/11	\$96.28
01/03/12	Soundpath Conferencing; Invoice # 8642428200-121411; Cost Advanced - Conference Call 11/25/11	\$24.25
01/05/12	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-Reimbursement for roundtrip mileage to meeting at Cliffs on 1/4/12. 38 Miles	\$21.09
01/12/12	Eric Amstutz; Invoice # EBA; Cost Advanced - Reimbursement for travel to and from Cliffs for meetings of Advisory Board on 1/11/12. 38 miles total.	\$21.09
01/18/12	Color Copies	\$51.50
01/18/12	Color Copies	\$28.00
01/18/12	Two Chefs; Invoice # 775; Cost Advanced - Working Lunch for Indenture Trustee representatives and others	\$68.47
01/19/12	Eric Amstutz; Invoice # DMUR; Cost Advanced EBA-Reimbursement for mileage for travel to Cliffs offices for meeting with Indenture Trustee representatives and ClubCo board and others. Travel to Furman University for Note Holder meeting. Return to Wyche offices. 38 Miles Tot	\$21.09
01/30/12	Eric Amstutz; Invoice # EBA; Cost Advanced - Travel to and from Cliffs headquarters for AB meeting on 1/27/12, 38 miles total.	\$21.09

Wyche, P.A.

Client:
S. Humphrey, Bailey, Tucker

Invoice Number: 163328
Invoice Date: April 19, 2012
Payment Due Upon Receipt

Costs

02/01/12	Copy Charges	\$6.40
02/02/12	Eric Amstutz; Invoice # EBA; Cost Advanced - Reimbursement for mileage for travel to and from the Valley Clubhouse for meeting with ClubCo, CMAG, AB and IT representatives and others. 44 miles total.	\$24.42
02/06/12	Soundpath Conferencing; Invoice # 8642428200-011412; Cost Advanced - Conference Call 1/7/12	\$24.23
02/06/12	Soundpath Conferencing; Invoice # 8642428200-011412; Cost Advanced - Conference Call 12/14/11	\$64.48
02/06/12	Soundpath Conferencing; Invoice # 8642428200-011412; Cost Advanced - Conference Call 12/22/11	\$8.94
02/06/12	Soundpath Conferencing; Invoice # 8642428200-011412; Cost Advanced - Conference Call 12/27/11	\$25.34
02/06/12	Soundpath Conferencing; Invoice # 8642428200-011412; Cost Advanced - Conference Call 12/27/11	\$14.35
02/07/12	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-Reimbursement for travel to and from Valley clubhouse for Advisory Board meeting on 2/6/12 - 44 miles.	\$24.42
02/16/12	Eric Amstutz; Invoice # EBA; Cost Advanced - Reimbursement for mileage on 2/15/12 for travel to and from Note Holder meeting at North Greenville University. 39 miles roundtrip	\$21.65
02/20/12	Soundpath Conferencing; Invoice # 8642428200-111411; Cost Advanced - Conference Call 10/14/11	\$21.15
02/24/12	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-Reimbursement for mileage on 2/22/12 for travel to and from Cliffs corporate offices for AB meeting and joint AB/NC conference call with IT. 38 miles total.	\$21.09

Costs **\$1,536.40**

Total Fees	\$190,450.50
Total Expenses	\$1,536.40
Current Amount Due	\$191,986.90
Total Amount Due	\$191,986.90

Wyche , P.A.

Client:
S. Humphrey, Bailey, Tucker

Invoice Number: 163328

Invoice Date: April 19, 2012

Payment Due Upon Receipt

Trust Remaining Balance: \$7,399.68

Please note payment is due upon receipt of this invoice. Payments made after 30 days are subject to interest at the rate of 1.5% per month. Payment may be wired to TD Bank NA, 102 S. Main St., Greenville, SC 29601, Account Number 1010028101, (For Domestic Wires) ABA Number 053902197, (For International Wires) ABA Number 0311-0126-6 Swift Number NRTHUS33XXX.

May 22, 2012

The Cliffs Club & Hospitality Group, Inc.
P.O. Box 1279
3598 Highway 11
Travelers Rest, SC 29690

Re: Fees and expenses of Wyche, P.A.

Ladies & Gentlemen:

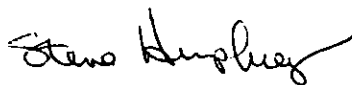
As you know, in connection with that certain letter agreement between Wyche, P.A. (the "Wyche Firm") and The Cliffs Club & Hospitality Group, Inc. ("ClubCo"), dated July 11, 2011, the Wyche Firm has represented the undersigned Steve Humphrey and David Bailey, in their capacities as members of the Board of Directors of ClubCo, and the undersigned Don Tucker, in his capacity as Chair of the Advisory Board of ClubCo.¹

We have reviewed the Wyche Firm's invoice for the services it rendered (and associated costs) in that representation for the period September 1, 2011 through February 27, 2012 and the Wyche Firm's invoice for the services it rendered (and associated costs) in that representation for the period February 28, 2012 through April 19, 2012, each of which invoices (the "Invoices") has been provided to you. The Wyche Firm has provided us on a confidential basis with a detailed description by day of the work it performed that is covered by the Invoices.

We believe that the fees and costs covered by the Invoices are reasonable, and we request that ClubCo pay the Invoices.

Please do not hesitate to contact us if you have any question regarding this matter.

Sincerely,



Steve Humphrey



Dave Bailey



Don Tucker

¹ In mid-November 2011, the Wyche Firm included Dave Woodrow, in his capacity as a member of the Advisory Board of ClubCo, as an additional client. The Wyche Firm informs us that this addition of Dave Woodrow as a client expanded the Wyche Firm's work by no more than two hours in total.

WYCHE, P.A.
ATTORNEYS AT LAW
44 East Camperdown Way
Post Office Box 728
Greenville, South Carolina 29602-0728
Telephone 864-242-8200 Fax 864-235-8900
Fed. I.D. #57-0514278

SUMMARY SHEET - - REMITTANCE COPY

Please detach this top sheet and return with your payment.

The Cliffs Club & Hospitality Group, Inc.
3598 Highway 11
Travelers Rest, South Carolina 29690

Invoice Number: 163676
Invoice Date: May 21, 2012
Payment Due: Upon Receipt
Client / Matter: 20422 . 0001

<u>Client / Matter</u>	<u>Description</u>	<u>Amount due</u>
20422 . 0001	Advice re: Clubco	\$23,897.50
	Costs	<u>\$368.71</u>
Current Amount Due		\$24,266.21

WYCHE, P.A.
ATTORNEYS AT LAW
44 East Camperdown Way
Post Office Box 728
Greenville, South Carolina 29602-0728
Telephone 864-242-8200 Fax 864-235-8900
Fed. I.D. #57-0514278

S. Humphrey, Bailey, Tucker
18 Moss Pink Way
Landrum, SC 29356

Invoice Number: 163676
Invoice Date: May 21, 2012
Payment Due: Upon Receipt
Client / Matter: 20422 . 0001

Re: Advice re: Clubco

Trust Beginning Balance \$7,399.68

Professional Services Rendered

		<u>Hours</u>
02/28/12	EBA	5.50
02/29/12	EBA	2.50
03/01/12	EBA	0.90
03/02/12	EBA	2.10
03/04/12	EBA	3.00
03/05/12	EBA	0.50
03/06/12	EBA	5.00
03/07/12	EBA	1.40
03/08/12	EBA	1.90
03/09/12	EBA	0.60
03/10/12	EBA	0.30
03/12/12	EBA	1.80
03/13/12	EBA	0.20
03/14/12	EBA	4.50
03/15/12	EBA	1.20

Wyche , P.A.

Invoice Number:

163676

Client:

Invoice Date:

May 21, 2012

S. Humphrey, Bailey, Tucker

Payment Due

Upon Receipt

		<u>Hours</u>
03/17/12	EBA	1.00
03/19/12	EBA	0.20
03/20/12	EBA	1.70
03/22/12	EBA	3.50
03/23/12	EBA	0.40
03/24/12	EBA	1.50
03/26/12	EBA	3.50
03/29/12	EBA	3.30
04/03/12	EBA	0.80
04/04/12	EBA	3.80
04/05/12	EBA	0.10
04/09/12	EBA	0.90
04/10/12	EBA	3.50
04/11/12	EBA	0.10
04/13/12	EBA	0.50
04/17/12	EBA	3.30
04/19/12	EBA	1.00

Total Professional Services**\$23,897.50**

Wyche, P.A.Client:
S. Humphrey, Bailey, TuckerInvoice Number: 163676
Invoice Date: May 21, 2012
Payment Due Upon Receipt

Costs

02/29/12	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-Reimbursement for mileage on 2/28/12 to Cliffs Headquarters for AB and NC meeting.	\$21.09
03/05/12	Soundpath Conferencing; Invoice # 8642428200-021412; Cost Advanced - Conference Call 1/26/12	\$17.70
03/05/12	Soundpath Conferencing; Invoice # 8642428200-021412; Cost Advanced - Conference Call 1/26/12	\$16.58
03/13/12	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-3/6/12- Travel to Cliffs headquarters for Advisory Board/Negotiating Committee/Indenture Trustee meeting. 38 miles roundtrip.	\$21.09
03/14/12	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-Reimbursement for mileage on 3/14/12 for travel to attend AB/NC meeting at Cliffs headquarters. 38 miles total.	\$21.09
03/29/12	Soundpath Conferencing; Invoice # 8642428200-031412; Cost Advanced - Conference Call 2/22/12	\$27.21
03/29/12	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-Reimbursement for roundtrip mileage on 3/29/12 to Valley clubhouse for AB/NC/IT meeting. 42 total miles.	\$23.31
04/05/12	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-Reimbursement for mileage on 4/4/12 to Valley clubhouse for AB and N/H meetings;42 miles total	\$23.31
04/10/12	Eric Amstutz; Invoice # EBA; Cost Advanced - EBA-Reimbursement for mileage to Cliffs headquarters on 4/10/12 for AB/NC/IT meeting. Total miles 38.	\$21.09
04/17/12	Eric Amstutz; Invoice # EBA; Cost Advanced - Reimbursement for mileage on 4/17/12 to Cliffs headquarters for AB/NC/IT meeting. 38 miles total.	\$21.09
04/30/12	Soundpath Conferencing; Invoice # 8642428200-041412; Cost Advanced - Conference Call 3/22/12	\$16.51
04/30/12	Soundpath Conferencing; Invoice # 8642428200-041412; Cost Advanced - Conference Call 3/24/12	\$138.64

Costs **\$368.71**

Total Fees \$23,897.50
Total Expenses \$368.71

Wyche , P.A.

Client:
S. Humphrey, Bailey, Tucker

Invoice Number: 163676
Invoice Date: May 21, 2012
Payment Due Upon Receipt

Current Amount Due

\$24,266.21

Trust Remaining Balance: \$7,399.68

Please note payment is due upon receipt of this invoice. Payments made after 30 days are subject to interest at the rate of 1.5% per month. Payment may be wired to TD Bank NA, 102 S. Main St., Greenville, SC 29601, Account Number 1010028101, (For Domestic Wires) ABA Number 053902197, (For International Wires) ABA Number 0311-0126-6 Swift Number NRTHUS33XXX.

W Y C H E

Attorneys at Law

Via Federal Express

May 24, 2012

BMC Group, Inc.
Attn: Cliffs Claims Processing
18675 Lake Drive East
Chanhausen, MN 55317-3020

RE: *In re: The Cliffs Club & Hospitality Group, Inc., et al., d/b/a The Cliffs Golf & Country Club*

Dear Claims Processing:

Please find enclosed the original and one copy of a Proof of Claim on behalf of Wyche, P.A., with regard to the above-referenced matter. We would appreciate it if you would return a file-stamped copy of the claim to us in the envelope provided.

If you need additional information or have questions, please let us know.

Sincerely,



Lynda T. Romanstine
Litigation Paralegal
(864) 242-8236
lromanstine@wyche.com

/lr
Enclosures

cc: Eric B. Amstutz, Esq.

W Y C H E
PROFESSIONAL ASSOCIATION

44 East Camperdown Way, Greenville, SC 29601- 3512
p: 864.242.8200 | f: 864.235.8900
www.wyche.com

From: (864) 242-8236
 Lynda Romanstine
 Wyche PA
 44 East Camperdown Way
 GREENVILLE, SC 29601

Origin ID: LQKA



Ship Date: 24MAY12
 ActWgt: 1.0 LB
 CAD: 4899269/NET3250

Delivery Address Bar Code



SHIP TO: (952) 404-5700
Attn: Cliffs Claims Processing
BMC Group, Inc.
18675 LAKE DR E

CHANHASSEN, MN 55317

BILL SENDER

Ref # 20422.0001
 Invoice #
 PO #
 Dept #

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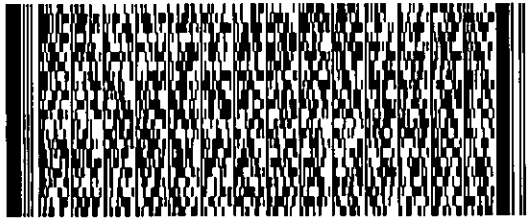
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BMC GROUP

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 FIRST OVERNIGHT

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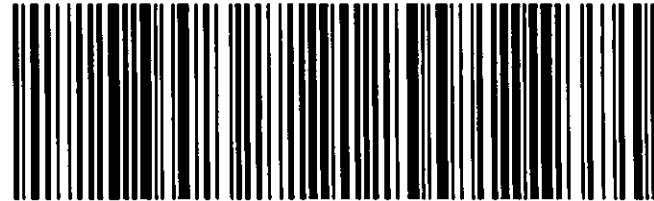
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