

UNITED STATES BANKRUPTCY COURT	PROOF OF ADMINISTRATIVE EXPENSE CLAIM
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In re: The Cliffs Club & Hospitality Group, Inc. <small>NOTE: See reverse for list of Debtors and Case Numbers</small>	Case Number: 12-01220
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This form should ONLY be used to make a claim for an administrative expense arising after the commencement of the case pursuant to 11 U.S.C. §§ 503, 365(d)(3), 365(d)(10).

Name of Creditor and Address: Wyche Professional Association PO Box 728 Greenville, SC 29602	<input type="checkbox"/> Check box if you are aware that anyone else has filed a claim for administrative expense relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
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If above address is incorrect, or if notices should be sent to a different address, please complete the following:	Telephone No. of Creditor: (864) 242-8201
	Tax I.D. # / SS # of Creditor: 57-0514278

RECEIVED

SEP 20 2012

BMC GROUP


Account Or Other Number By Which Creditor Identifies Debtor: Not Applicable	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated _____
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- 1. BASIS FOR CLAIM:**
- | | | |
|---|--|---|
| <input type="checkbox"/> Goods sold | <input type="checkbox"/> Severance Agreement | <input type="checkbox"/> Retiree Benefits as defined in 11 U.S.C. § 1114(a) |
| <input checked="" type="checkbox"/> Services performed | <input type="checkbox"/> Refund | <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) |
| <input type="checkbox"/> Money loaned | <input type="checkbox"/> Real Property Lease | Your SS# _____ |
| <input type="checkbox"/> Personal injury/wrongful death | <input type="checkbox"/> Personal Property Lease | Unpaid Compensation for services performed |
| <input type="checkbox"/> Taxes | <input type="checkbox"/> Other Contract | From: _____ to: _____ |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Property Damage | (Date) (Date) |

2. Date administrative expense was incurred: February 28, 2012 through April 19, 2012	3. If court judgment, date obtained: _____
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4. Total Amount Of Administrative Expense claim: **\$ 24,266.21**

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

<p>5. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this administrative expense claim request.</p> <p>6. Supporting Documents. Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. See Attachment</p> <p>7. 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.</p> <p>The original of this completed administrative expense claim request form must be sent by mail or hand delivered so that it is received on or before [no deadline has been set], to:</p> <p>If via U.S. Mail:</p> <p>If via courier, delivery by hand or overnight service:</p> <p>NO FAXES ACCEPTED. Creditors are requested to send a duplicate copy of the administrative claim request in addition to the original and any acknowledgement copy.</p>	<p style="text-align: center;">This Space Is For Court Use Only</p> <div style="text-align: center;"> <p>Cliffs POC</p>  <p>01383</p> </div>
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Date 9-19-2012	Sign and print the name and title, if any, of the creditor or other person authorized to file this administrative claim request (attach copy of power of attorney, if any): Wyche Professional Association By: <i>[Signature]</i> Chief Financial Officer
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Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to five years, or both. 18 U.S.C. §§ 152 and 3571.

**ATTACHMENT
TO
WYCHE, P.A.
ADMINISTRATIVE 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 April 19, 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 post-petition fees and expenses for the period February 28, 2012 through April 19, 2012 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.

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 ~~\$75,000~~ ^{30,000 TPC}. 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.~~ 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. TPC

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
Page 2

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: 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.

Client:
S. Humphrey, Bailey, Tucker

Invoice Number: 163676
Invoice Date: May 21, 2012
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 ReceiptCosts

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.

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:

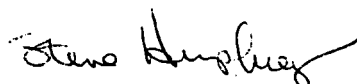
As you know, in connection with that certain letter agreement between Wyche, P.A. (the "Wyche Firm") and The Cliffs Club & Hospitality Group, Inc. ("ClubCo"), dated July 11, 2011, the Wyche Firm has represented the undersigned Steve Humphrey and David Bailey, in their capacities as members of the Board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

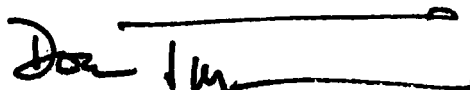
Sincerely,



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.

W Y C H E

Attorneys at Law

Via Federal Express

September 19, 2012

BMC Group, Inc.
Attn: Cliffs Claims Processing
18675 Lake Drive East
Chanhassen, 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 Administrative Expense 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
Enclosure

cc: See Attached List

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

cc: Eric B. Amstutz, Esq.
WYCHE, P.A.

Via Federal Express with Enclosure to:

MCKENNA LONG & ALDRIDGE LLP
Attn: Gary W. Marsh
303 Peachtree Street, Suite 5300
Atlanta, GA 30308

Cliffs Club Partners, LLC
HOLLAND & KNIGHT
c/o John Monaghan
10 St. James Avenue, 11th Floor
Boston, MA 02116

The Carlile Group, LLC
c/o Bill Rothschild
OGIER, ROTHSCHILD, ROSENFELD & ELLIS-MONRO, P.C.
170 Mitchell Street, S.W.
Atlanta, GA 30303

NEXSEN PRUET, LLC
Attn: Julio E. Mendoza, Jr.
P. O. Drawer 2426
Columbia, SC 29202-2426

LAW OFFICE OF DÄNA WILKINSON
Attn: Däna Wilkinson
365-C East Blackstock Road
Spartanburg, SC 29301

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

Origin ID: LQKA



Ship Date: 19SEP12
 ActWgt: 1.0 LB
 CAD: 4899269/NET3300

Delivery Address Bar Code



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

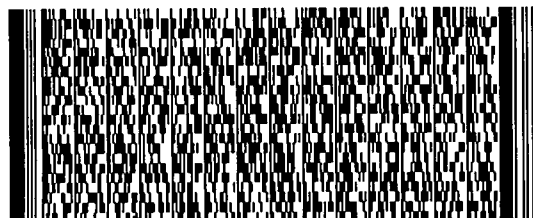
BILL SENDER

Ref # 20422.0001
 Invoice #
 PO #
 Dept #

CHANHASSEN, MN 55317

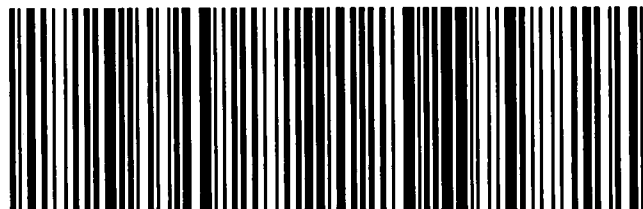
THU - 20 SEP A1
STANDARD OVERNIGHT

TRK# 7989 9782 0904
 0201



NA FBLA

55317
 MN-US
MSP



515G10D3/AA44

RECEIVED
 SEP 20 2012
 BMC GROUP

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
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3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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 Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.