

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

Case No. 12-01220

**ORDER AUTHORIZING AND APPROVING DEBTORS' EMPLOYMENT OF
TIMOTHY P. CHERRY AS AN INDEPENDENT CONTRACTOR**

The relief set forth on the following pages, for a total of 5 pages including this page is hereby **ORDERED.**

**FILED BY THE COURT
03/16/2012**



Entered: 03/16/2012

Chief US Bankruptcy Judge
District of South Carolina

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

In re:

**The Cliffs Club & Hospitality Group, Inc., et
al.,¹ d/b/a The Cliffs Golf & Country Club,**

Debtors.

CHAPTER 11

Case No. 12-01220

Jointly Administered

**ORDER AUTHORIZING AND APPROVING DEBTORS' EMPLOYMENT OF
TIMOTHY P. CHERRY AS AN INDEPENDENT CONTRACTOR**

Upon consideration of the motion [Docket Entry No. 139] (the "Motion")² of the above-captioned debtors (the "Debtors") for entry of an order authorizing and approving the retention of Timothy P. Cherry ("Mr. Cherry") as an independent contractor for the Debtors; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given; and it appearing that no other notice need be given; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their

¹ The Debtors, followed by the last four digits of their respective taxpayer identification numbers and Chapter 11 case numbers, are as follows: The Cliffs Club & Hospitality Group, Inc. (6338) (12-01220); CCHG Holdings, Inc. (1356) (12-01223); The Cliffs at Mountain Park Golf & Country Club, LLC (2842) (12-01225); The Cliffs at Keowee Vineyards Golf & Country Club, LLC (5319) (12-01226); The Cliffs at Walnut Cove Golf & Country Club, LLC (9879) (12-01227); The Cliffs at Keowee Falls Golf & Country Club, LLC (3230) (12-01229); The Cliffs at Keowee Springs Golf & Country Club, LLC (2898) (12-01230); The Cliffs at High Carolina Golf & Country Club, LLC (4293) (12-01231); The Cliffs at Glassy Golf & Country Club, LLC (6559) (12-01234); The Cliffs Valley Golf & Country Club, LLC (6486) (12-01236); Cliffs Club & Hospitality Service Company, LLC (9665) (12-01237).

² Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Motion.

creditors, and all parties in interest; and after due deliberation and sufficient cause therefore, it is hereby:

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted.
2. The Debtors are authorized to engage Mr. Cherry on the terms set forth in the Independent Contractor Agreement (the "Agreement") attached as Exhibit A to the Motion and as set forth herein, and compensate Mr. Cherry on the terms set forth in the Agreement and as set forth herein, subject to the terms of the DIP Budget.
3. All notices to be provided to the Debtors pursuant to the terms of the Agreement shall also be provided to counsel for the Indenture Trustee (as defined in the Cherry Declaration), counsel for the DIP Lender (as defined in the Cherry Declaration), and counsel for the Official Committee of Creditors (the "Committee").
4. Any extension of the Agreement under its terms for an additional three (3) month period following May 27, 2012 shall be on notice to counsel for the Indenture Trustee, counsel for the DIP Lender, and counsel for the Committee, each of whom shall be entitled to file an objection to such extension with this Court; provided, however, that the extension of the Agreement shall be effective during the period between the filing of any such objection and any order of this Court entered thereon, and Mr. Cherry shall be entitled to his agreed compensation during such period on a pro rata basis.
5. Notwithstanding the possible application of the Bankruptcy Rules, including Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
6. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

7. The Debtors shall, within three (3) business days hereof, serve a copy of this Order on all parties that received notice of the Motion, as well as all parties that have appeared in these cases and requested notice since the Debtors filed the Motion, and file a certificate of service evidencing such service.

AND IT IS SO ORDERED.

Prepared and presented by:

/s/ Däna Wilkinson
Däna Wilkinson
District Court I.D. No. 4663
LAW OFFICE OF DÄNA
WILKINSON
365-C East Blackstock Road
Spartanburg, SC 29301
864.574.7944 (Telephone)
864.574.7531 (Facsimile)
danawilkinson@danawilkinsonlaw.com

-and-

/s/ J. Michael Levensgood
Gary W. Marsh
Georgia Bar No. 471290
J. Michael Levensgood
Georgia Bar No. 447934
Bryan E. Bates
Georgia Bar No. 140856
MCKENNA LONG & ALDRIDGE
LLP
303 Peachtree Street, Suite 5300
Atlanta, Georgia 30308
404-527-4000 (phone)
404-527-4198 (fax)
gmarsh@mckennalong.com
mlevengood@mckennalong.com
bbates@mckennalong.com

*Proposed Attorneys for Debtors and
Debtors in Possession*