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** **Joint Administration Pending**

MOTION FOR ORDER (A) APPROVING BIDDING PROCEDURES FOR AUCTION TO BECOME THE DESIGNATED SPONSOR OF THE DEBTORS' CHAPTER 11 PLAN OF REORGANIZATION; (B) APPROVING BREAK UP FEE AND EXPENSES REIMBURSEMENT PAYABLE IN CERTAIN CIRCUMSTANCES TO THE CARLILE DEVELOPMENT GROUP; AND (C) APPROVING THE "SUBSTITUTION CONDITIONS" CONTAINED IN THE DIP LOAN AGREEMENT

COME NOW The Cliffs Club & Hospitality Group, Inc. and its affiliated debtors in the above-captioned Chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), and hereby file this motion (the "Motion") requesting entry of an order (a) approving procedures for the submission of higher or better proposals to be designated as the plan sponsor (the "Designated Sponsor") of the Debtors' proposed chapter 11 plan of reorganization (the "Chapter 11 Plan"); (b) approving payment of a break-up fee and reimbursement of expenses to the Carlile Development Group ("Carlile"), upon certain occurrences; and (c) approving the "Substitution Conditions" contained in the Debtor in Possession Loan and Security Agreement (the "DIP Agreement") between the Debtors and the DIP Lender:

[1] The Debtors, followed by the last four digits of their respective taxpayer identification numbers, are as follows: The Cliffs Club & Hospitality Group, Inc. (6338); CCHG Holdings, Inc. (1356); The Cliffs at Mountain Park Golf & Country Club, LLC (2842); The Cliffs at Keowee Vineyards Golf & Country Club, LLC (5319); The Cliffs at Walnut Cove Golf & Country Club, LLC (9879); The Cliffs at Keowee Falls Golf & Country Club, LLC (3230); The Cliffs at Keowee Springs Golf & Country Club, LLC (2898); The Cliffs at High Carolina Golf & Country Club, LLC (4293); The Cliffs at Glassy Golf & Country Club, LLC (6559); The Cliffs Valley Golf & Country Club, LLC (6486); and Cliffs Club & Hospitality Service Company, LLC (9665).

BACKGROUND

1. On the date hereof (the "Petition Date"), the Debtors filed their voluntary petitions for relief under the Bankruptcy Code. The Debtors are authorized to operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

2. No creditors' committee has been appointed by the United States Trustee in these Chapter 11 cases. No trustee or examiner has been appointed in these Chapter 11 cases.

3. A description of the Debtors' businesses, the reasons for filing these Chapter 11 cases, and the relief sought from this Court to allow for a smooth transition into operations under Chapter 11 are set forth in the Declaration of Timothy P. Cherry in Support of First Day Motions (the "Cherry Declaration") filed with the Court.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue of these bankruptcy cases and with respect to this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)

REQUESTED RELIEF

5. By this Motion, the Debtors request the entry of an order (the "Bidding Procedures Order"): (a) approving procedures for the submission of higher or better proposals to become the Designated Sponsor of the Debtors' Chapter 11 Plan, substantially in the form attached hereto as **Exhibit A** (the "Bidding Procedures"); (b) approving payment of a break-up fee and reimbursement of expenses to Carlile, upon certain occurrences; and (c) approving the "Substitution Conditions" contained in the DIP Agreement. In addition, the Debtors request that the Bidding Procedures Order be deemed effective immediately upon entry, by waiving the fourteen (14) day stay under Bankruptcy Rule 6004(h) and 6006(d).

The Bidding Procedures

6. Before the Petition Date, as described in more detail in the Cherry Declaration, the Debtors held extensive discussions with several parties, including Carlile, that each sought to acquire the Debtors' assets through a bankruptcy reorganization and plan. As part of this process, no fewer than four potential sponsors submitted detailed term sheets to the Debtors.. The terms of these proposals, however, were far more complex than what might be expected to occur in most bankruptcy auctions. They did not simply include a proposed purchase price for the Debtors' assets, but were rather comprised of detailed term sheets explaining the terms upon which a particular sponsor proposed to reorganize the Debtors through a bankruptcy plan. As such, these proposals described treatment of secured and unsecured creditors, the rights of members of the clubs, and generally how the clubs would be operated going-forward. Many of the payments described in the term sheet descriptions were dependant on future cash flows which necessitated understanding projections based on future real estate sales and other income that the Debtors might be entitled to receive. Because of all of these factors, and others, negotiations were very slow moving and it was difficult to determine at any given time which party had the best offer on the table. All the while, the Debtors' liquidity situation worsened.

7. Ultimately, the Debtors reached a point where it was clear that they needed to choose a front-runner as the Designated Sponsor and file under chapter 11. However, it was not readily apparent that the current offers of any of the proposed sponsors represented the highest and best offers that might be available as the Designated Sponsor. With this goal in mind, the Debtors informed each of the proposed sponsors that they intended to choose a "stalking horse" purchaser and make that party's proposed term sheet subject to higher and better offers through Bidding Procedures to be approved in the bankruptcy proceedings.

8. Following a final round of presentations, the Board of Directors of The Cliffs Club & Hospitality Group ("ClubCo") selected Carlile as its proposed Designated Sponsor.

9. By this Motion, the Debtors request that the Court approve the Bidding Procedures and generally authorize the Debtors to solicit higher and better term sheets for the Designated Sponsor. While the Bidding Procedures are described in more detail below, they generally establish certain deadlines for parties to demonstrate interest in becoming the Designated Sponsor by executing confidentiality agreements and evidencing a base-line financial ability to consummate the proposed transactions, to submit proposed term sheets describing the terms upon which they would acquire the Debtors' Sponsor Rights, and to the extent there is more than one Qualified Bidder (as defined below) to become the Designated Sponsor, establish **April 23, 2012** as the date upon which the Debtors' will hold an auction to determine the highest and best term sheet to become the Designated Sponsor.

10. While the Bidding Procedures permit the Debtors (in consultation with Wells Fargo Bank, National Association, as trustee (the "Indenture Trustee") and any committee of unsecured creditors appointed in the case (the "Committee")) to establish rules at the auction, it is anticipated that each Qualified Bidder will be able to improve its term sheet offer through the date of, and at, the auction. At that time, the Debtors (in consultation with the Indenture Trustee and the Committee) will select the highest and best term sheet associated with becoming the Designated Sponsor and that party will be put forth as the proposed sponsor of the Debtors' Chapter 11 Plan, which will be filed no later than **May 13, 2012**.

11. While the proposed schedule described in the Bidding Procedures is an accelerated one, it provides potential bidders with sufficient time to conduct any desired due diligence and meet the deadlines set forth in the Bidding Procedures. As noted above, and described more fully in the Cherry Declaration, the bidders most likely to emerge as Qualified

Bidders have been already working with the Debtors for many months, and in some cases have already conducted extensive due diligence. In addition, the Debtors have organized and assembled substantial diligence materials and are able and prepared to react quickly to any questions. Finally, since a failure to file a plan of reorganization by **May 13, 2012** is a default under both of the consensual and negotiated orders relating to debtor-in-possession financing and the use of cash collateral, it is imperative that the Debtors commence the bidding process and hold the auction to become the Designated Sponsor as requested herein.

12. In order to meet this goal of filing its Chapter 11 Plan by **May 13, 2012**, the Debtors request that the Court enter an order establishing the Bidding Procedures, attached hereto as **Exhibit A**.

13. The Debtors submit that the Bidding Procedures will not chill bidding and will clearly benefit the Debtors' estates. Accordingly, the Debtors request that the Court approve and authorize the Bidding Procedures as requested herein.

The Break Up Fee and Expense Reimbursement

14. As noted in the Bidding Procedures, in the event the Debtors select a Plan Sponsor other than Carlile, Carlile will be entitled to a break-up fee in the amount of $1,000,000 (the "Break-Up Fee") and reimbursement of expenses (the "Expense Reimbursement") of $750,000 (plus an additional $100,000 per month commencing in September 2012, until such Break-Up Fee and Expense Reimbursement is paid). The Break-Up Fee and Expense Reimbursement will not be payable to Carlile unless (i) by no later than March 16, 2012, Carlile delivers to the Debtors, the Indenture Trustee, and the Committee (A) a definitive asset purchase agreement with all schedules and exhibits attached with respect to the proposed Chapter 11 Plan; (B) an assumption agreement with respect to the treatment of the senior debt administered by the Indenture Trustee; and (C) to the extent not already explained fully in the term sheet previously

provided by Carlile (the "Carlile Term Sheet"), a description of the Carlile's new member plan and related agreements; and (ii) by **April 13, 2012**, Carlile has waived any and all financing and due diligence contingencies relating to the its willingness to be the Plan Sponsor and is otherwise prepared to consummate a Chapter 11 Plan in accordance with the Carlile Term Sheet. Further, the Break-Up Fee and Expense Reimbursement shall only be paid from proceeds received from the Successful Bidder. As such, the Break-Up Fee and Expense Reimbursement will only be paid in the event the Debtors (in consultation with the Indenture Trustee and the Committee) conclude that an entity other than Carlile has made a superior offer and that accepting such offer (after taking into account payment of the Break-Up Fee and Expenses Reimbursement) presents a better alternative than moving forward with the Carlile Term Sheet, and that deal is in fact consummated pursuant to a confirmed Chapter 11 Plan.

15. Approval of provisions such as the Break-Up Fee and the Expense Reimbursement are governed by the business judgment rule in some jurisdictions and by the general administrative expense jurisprudence under section 503(b) of the Bankruptcy Code in other jurisdictions. *See In re 995 Fifth Avenue Associates, L.P.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989); *Calpine Corp. v. O'Brien Environmental Energy, Inc. (In re O'Brien Environmental Energy, Inc.)*, 181 F.3d 527, 535 (3d Cir. 1999). In *O'Brien*, the Third Circuit concluded that the determination as to whether to approve break-up fees or expense reimbursements "depends upon the requesting party's ability to show that the fees [or expenses] were actually necessary to preserve the value of the estate." *O'Brien,* 181 F.3d at 535.

16. The *O'Brien* court identified at least two instances in which bidding incentives may provide benefit to the estate. First, benefit may be found if "assurance of a break-up fee promoted more competitive bidding, such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited." *Id.* at 537. Second, where the

availability of bidding incentives induce a bidder to research the value of the Debtors and submit a bid that serves as a minimum or floor bid on which other bidders can rely, "the bidder may have provided a benefit to the estate by increasing the likelihood that the price at which the Debtor is sold will reflect its true worth." *Id.*

17. Break-up fees are also generally approved where they are necessary in order to commence an auction process. *See In re Hupp Industries*, 140 B.R. 191, 194 (Bankr. N.D. Ohio 1991) ("without such fees, bidders would be reluctant to make an initial bid for fear that their first bid will be shopped around for a higher bid from another bidder who would capitalize on the initial bidder's... due diligence"); *In re 995 Fifth Ave. Assocs., L.P.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989) (finding that bidding incentives may be "legitimately necessary to convince a white knight to enter the bidding by providing some form of compensation for the risks it is undertaking") (citations omitted); *In re Marrose Corp.*, Case Nos. 89 B 12171-12179 (B), 1992 WL 33848 at 5 (Bankr. S.D.N.Y. 1992) (stating that "[a]greements to provide breakup fees or reimbursement of fees and expenses are meant to compensate the potential acquirer who serves as a catalyst or 'stalking horse' which attracts more favorable offers").

18. This Court has previously approved break-up fees and expense reimbursements. See, *e.g., In re Geo. W. Park Seed Co., Inc.*, Case No. 10-02431-jw (Bankr. D.S.C. July 27, 2010); *In re Daufuskie Island Properties, LLC*, Case No. 09-00389-jw (Bankr. D.S.C. Sept. 24, 2009); *In re Georgetown Steel Company, LLC*, Case No. 03-13156 (D.S.C. May 13, 2004). This Court has acknowledged that break up fees are a recognized and useful device to shift the inquiry costs in bankruptcy sales. *In re Paintball, Inc.*, Case No. 03-08807-JW (Bankr. D.S.C. Oct. 16, 2003).

19. The Court in *Georgetown Steel*, in approving a break-up fee and an expense reimbursement fee for a stalking horse buyer, noted that a stalking horse "provided a material

benefit to the Debtor and its creditors by increasing the likelihood that the best possible purchase price for the Acquired Assets will be received." *In re Georgetown Steel Company, LLC*, Case No. 03-13156 (D.S.C. May 13, 2004).

20. Here, the Break Up Fee and Expense Reimbursement should be approved because they will provide a clear benefit to the Debtors' estates. Indeed, in this case the Break-Up Fee and Expense Reimbursement meet both examples provided by the *O'Brien* court. The Debtors firmly believed that it was necessary to choose a "stalking horse bidder" prior to filing for bankruptcy in order to put a transparent process in place that would encourage each of the parties that had expressed interest in becoming the Plan Sponsor to put their best offer forward. Without an offer "on the table", and without a procedure for establishing counter-offers, it is unlikely that the Debtors will receive the best possible offers. Accordingly, the Carlile Term Sheet will induce offers that would not otherwise have been made. Further, since the Break-Up Fee and Expense Reimbursement are only payable if, by no later than April 9, 2012, Carlile has waived any and all financing and due diligence contingencies to its offer, the Carlile Term Sheet will enable the Debtors to secure an adequate floor for the transfer of its plan Sponsor Rights thereby meeting the second example provided by the *O'Brien* court. The benefits of the Carlile Term Sheet and the Bidding Procedures will also dramatically increase the likelihood that the best possible purchase price will be received for the Debtors' Sponsor Rights thereby meeting the test provided by this Court in *Georgetown Steel*, and also will jump-start the auction process, thereby fulfilling the key factor identified by the *Hupp Industries* court.

21. It should also be noted that the Break Up Fee and Expense Reimbursement are reasonable in that they are tailored to the actual costs of Carlile. The costs involved in Carlile's due diligence are significant. The Debtors operate seven different golf courses in two states,

with extremely complex real estate holdings. The Debtors have more than 400 employees, and any plan sponsor needs to have the support of the members of the various clubs, as well as the surrounding communities. Based on these costs, it is expected that the Break Up Fee and Expense Reimbursement will be "reasonably related to the bidder's efforts and the transaction's magnitude", a relevant factor in the approval of such amounts. *Integrated Resources*, 147 B.R. at 662-63; *In re Tempo Tech. Corp.*, 202 B.R. 363, 368 (D. Del. 1996) (overbid of $1.4 million where initial offer of "$150,000 in cash, $3 million of [purchaser's] redeemable preferred shares, 10% of the common stock of [purchaser] and the assumption of the $500,000 of the Debtor's ordinary course administrative obligations and pre- and post-petition claims of the Debtor's employees who subsequently become employed by [purchaser]"); *In re Dehon, Inc. (f/k/a In re Arthur D. Little, Inc.)*, Case No. 02-41045 (HJB) (Bankr. D. Mass. 2002) (approving bidding procedures which provide for a $1,000,000 reimbursement expense to the stalking horse bidder in the event another bidder was deemed the highest or best offer).

22. The Debtors submit that the Break Up Fee and Expense Reimbursement will not chill bidding and instead will clearly benefit the Debtors' estates. Accordingly, the Debtors request that the Court approve and authorize the Break-Up Fee, the Expense Reimbursement as requested herein.

Approval of the "Substitution Conditions"

23. Finally, the Debtors seek approval of the "Substitution Conditions" as defined in the DIP Agreement. While Carlile is the proposed Designated Sponsor, the Bidding Procedures permit other parties to submit higher or better proposals to become the Designated Sponsor of the Debtors' Chapter 11 Plan. In the event the Debtors elect to proceed with a Designated Sponsor other than Carlile, Section 8.16 of the DIP Agreement could prohibit the Debtors from filing a

Chapter 11 Plan naming the new Designated Sponsor as such unless the Substitution Conditions in the DIP Agreement are met. Section 8.16 of the DIP Agreement provides:

> "(a) Proscription. No Borrower shall file, otherwise propose, or consent, to any Reorganization Plan in which DIP Lender or an Affiliate is not a proponent thereof, unless, before that act of filing, proposing, or consenting, either (i) DIP Lender has given its express written consent to that act, (ii) DIP Lender or the Carlile Development Group has withdrawn as a Reorganization Plan proponent, or (iii) ***the Bankruptcy Court has approved "Substitution Conditions," as defined in Section 8.16(b), in full in a final order no longer subject to appeal.***
>
> (b) Definition. "Substitution Conditions" means payment in full of the following, no later than the closing of the Reorganization Plan: (i) all outstanding obligations of the Prepetition Bridge Loan; (ii) all outstanding obligations of the DIP Facility; and (iii) to the extent earned (as described in the motion to approve bid procedures filed by one or more Borrowers on the Petition Date), a $1,000,000 break-up fee, plus a $750,000 expense reimbursement which shall increase by an additional $100,000 per month for each month after the first six months after the Petition Date until paid in full.

DIP Agreement, at § 8.16 (emphasis added). The purpose of Substitution Conditions is that, since Carlile would in effect be replaced by the Successful Bidder, Carlile should be reimbursed for the costs incurred in serving as a bridge lender, debtor in possession lender, and "stalking horse" sponsor of the Debtors' Chapter 11 Plan. Under the Bidding Procedures, these payments are not made by the Debtors, but rather are required to be made by the Successful Bidder by no later than the effective date of Chapter 11 Plan. The Debtors submit that authorizing the Successful Bidder to pay the Substitution Conditions will not chill bidding and instead will clearly benefit the Debtors' estates, since they will only be payable in the event the Debtors elect to proceed with a higher and better offer than that initially proposed by Carlile. Accordingly, the Debtors request that the Court approve the Substitution Conditions and authorize a Successful Bidder (if the Successful Bidder is an entity other than Carlile) to pay the amounts related thereto without further order of this Court.

NOTICE

24. No trustee, examiner, or creditors' committee has been appointed in these Chapter 11 cases. Notice of this Motion will be served on: (a) the Office of the United States Trustee for the District of South Carolina; (b) counsel to the Indenture Trustee (as defined in the Cherry Declaration); (c) counsel to the DIP Lender (as defined in the Cherry Declaration); (d) the Debtors' fifty (50) largest unsecured creditors (on a consolidated basis); (e) those persons who have formally appeared in the bankruptcy cases and requested service pursuant to Bankruptcy Rule 2002; and (f) all applicable government agencies to the extent required by the Bankruptcy Rules and the Local Rules. The Debtors submit that, under the circumstances, no other or further notice is required.

NO PRIOR REQUEST

25. This is the first request for the relief requested herein. No prior request has been made to this or any other Court.

WHEREFORE the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as it deems just and proper.

Dated: February 28, 2012

Respectfully submitted,

/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 Levengood
Gary W. Marsh
Georgia Bar No. 471290
J. Michael Levengood
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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

Case No. 12-01220

ORDER (A) APPROVING BIDDING PROCEDURES FOR AUCTION TO BECOME THE DESIGNATED SPONSOR OF THE DEBTORS' CHAPTER 11 PLAN OF REORGANIZATION; (B) APPROVING BREAK UP FEE AND EXPENSES REIMBURSEMENT PAYABLE IN CERTAIN CIRCUMSTANCES TO THE CARLILE DEVELOPMENT GROUP; AND (C) APPROVING THE "SUBSTITUTION CONDITIONS" CONTAINED IN THE DIP LOAN AGREEMENT

The relief set forth on the following pages, for a total of 4 pages including this page, is hereby **ORDERED**.

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** **Joint Administration Pending**

ORDER (A) APPROVING BIDDING PROCEDURES FOR AUCTION TO BECOME THE DESIGNATED SPONSOR OF THE DEBTORS' CHAPTER 11 PLAN OF REORGANIZATION; (B) APPROVING BREAK UP FEE AND EXPENSES REIMBURSEMENT PAYABLE IN CERTAIN CIRCUMSTANCES TO THE CARLILE DEVELOPMENT GROUP; AND (C) APPROVING THE "SUBSTITUTION CONDITIONS" CONTAINED IN THE DIP LOAN AGREEMENT

Upon the motion (the "Motion")[2] of the Debtors (a) approving procedures for the submission of higher or better proposals to be the Designated Sponsor of the Debtors' proposed Chapter 11 Plan; (b) approving payment of a break-up fee and reimbursement of expenses to Carlile upon certain occurrences; and (c) approving the "Substitution Conditions" contained in the DIP Agreement between the Debtors and the DIP Lender; and upon the Cherry Declaration; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by the Motion is in the best interests of the Debtors' estates, their

[1] The Debtors, followed by the last four digits of their respective taxpayer identification numbers, are as follows: The Cliffs Club & Hospitality Group, Inc. (6338); CCHG Holdings, Inc. (1356); The Cliffs at Mountain Park Golf & Country Club, LLC (2842); The Cliffs at Keowee Vineyards Golf & Country Club, LLC (5319); The Cliffs at Walnut Cove Golf & Country Club, LLC (9879); The Cliffs at Keowee Falls Golf & Country Club, LLC (3230); The Cliffs at Keowee Springs Golf & Country Club, LLC (2898); The Cliffs at High Carolina Golf & Country Club, LLC (4293); The Cliffs at Glassy Golf & Country Club, LLC (6559); The Cliffs Valley Golf & Country Club, LLC (6486); and Cliffs Club & Hospitality Service Company, LLC (9665).

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

creditors, and other parties in interest; and after due deliberation thereon; and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.

2. The Bidding Procedures attached to the Motion as **Exhibit A** are approved.

3. The Break-Up Fee and Expense Reimbursement, each described in the Bidding Procedures, are approved and may be paid on the terms described in the Bidding Procedures without further order of this Court.

4. The Substitution Conditions are approved, and a Successful Bidder (if the Successful Bidder is an entity other than Carlile) is authorized to pay the amounts related thereto without further order of this Court.

5. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

6. The requirements of Bankruptcy Rule 6004(a) are waived.

7. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

8. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

9. 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 Chapter 11 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 Levengood
Gary W. Marsh
Georgia Bar No. 471290
J. Michael Levengood
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