

**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

STATEMENT OF CHANGES MADE BY AMENDMENT

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”), hereby give notice of the following amendments² filed electronically in the above-captioned cases:

The Cliffs at High Carolina Golf & Country Club, LLC (Case no. 12-01231)

1. **Amended Schedule G to Debtor’s Schedules of Assets and Liabilities** – amended to reflect:
 - (a) Deletion of listed Honorary Membership Contract with Bruce Cassidy, Jr, 597 Braybarton Blvd, Steubenville, OH 43952.
 - (b) Deletion of listed Honorary Membership Contract with Bruce Friedman, 3827 Honors Way, Martinez, GA 30907.

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 (7576) (12-01231); The Cliffs at Glassy Golf & Country Club, LLC (6559) (12-01234); The Cliffs Valley Golf & Country Club, LLC (6486) (12-01236); and Cliffs Club & Hospitality Service Company, LLC (9665) (12-01237).

² As set forth in the Global Notes to Debtors’ Schedules of Assets and Liabilities and Statements of Financial Affairs, the Debtors “[l]isting a contract, lease or agreement on Schedule G does not constitute an admission that such contract, lease or agreement is an executory contract or unexpired lease or that such contract, lease or agreement was in effect on the Petition Date or is valid or enforceable. The Debtors reserve all of their rights to dispute the validity, effectiveness, status, or enforceability of any contracts, agreements, or leases set forth in Schedule G (including, but not limited to, whether any lease is a true lease or financing arrangement) and to amend or supplement Schedule G as necessary.”

- (c) Deletion of listed Honorary Membership Contract with Andrew Krueger, 1810 Ellicott Lane, Asheville, NC 28803.
- (d) Deletion of listed Honorary Membership Contract with Robert Schneider, 123 Springline Drive, Vero Beach, FL 32963.
- (e) Deletion of listed Honorary Membership Contract with John Sessions, 2841 Fairmont Rd, Winston-Salem, NC 27106.

NOTICE

The Debtors will provide notice of these amendments by service of a copy of this Statement Of Changes Made By Amendment to each affected party identified above, and in accordance with the Order Establishing Certain Notice, Case Management and Administrative Procedures [Docket Entry No. 121].

[signature follows]

Dated: August 2, 2012

Respectfully submitted,

/s/ Däna Wilkinson

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