

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

In Re: CCHG Liquidation Co.,  Debtor.	CHAPTER 11  C.A. No.: 12-01220  Substantively Consolidated
CCHG Liquidation Co.,  vs.  Wyche Professional Association, - Claim Nos. 907 and 1383  Movant,  Respondent.	Contested Matter

**RESPONSE TO DEBTOR’S OBJECTION TO THE ALLOWANCE OF CLAIM NOS. 907 AND 1383 FILED BY WYCHE PROFESSIONAL ASSOCIATION**

Wyche Professional Association (the “Wyche Firm”) responds to Debtor CCHG Liquidation Co.’s Objection to the Allowance of Claim Nos. 907 and 1383 Filed by Wyche Professional Association (“Debtor’s Objection”) as follows:

1. Pursuant to a certain letter agreement (the “Letter Agreement”) dated July 11, 2011 with The Cliffs Club & Hospitality Group, Inc. (“ClubCo”), the Wyche Firm provided legal representation to Steve Humphrey and David Bailey, in their capacities as the independent members of the Board of Directors of ClubCo, from July 2011 until April 19, 2012. A copy of this letter agreement was attached to both of the original claims, but is re-attached to this Response for the Court’s convenience as Exhibit A.

2. In addition, pursuant to the Letter Agreement, it provided legal representation to Don Tucker, in his capacity as Chair of the Advisory Board of ClubCo, from July 2011 until

April 19, 2012. The Wyche Firm later included Dave Woodrow, in his capacity as a member of the Advisory Board of ClubCo, as an additional client.<sup>1</sup>

3. The independent members of the Board of Directors were selected in accordance with and had the duties and authority set forth in the Articles of Incorporation of ClubCo. The Advisory Board was established pursuant to, in accordance with, and had the duties and authority set forth in a Stockholders' Agreement to which ClubCo is party.

4. ClubCo had the authority to enter into the letter agreement to provide for the legal representation of these individuals, and providing for such legal representation was neither charitable nor gratuitous.

5. The Wyche Firm devoted significant time and attention to its representation of these clients, and billed Debtor at its ordinary rates, which rates were expressly agreed to by ClubCo in the Letter Agreement and are reasonable given the experience and knowledge of the attorneys providing the services in question. The Wyche Firm's representation provided significant benefit to its clients, and these rates do not exceed the reasonable value of such services.

6. The Wyche Firm submitted a bill for \$191,986.90 for its pre-petition services provided between July 2011 and February 28, 2012. This was the basis for the Wyche Firm's claim number 907. A copy of this invoice was attached to the original May 25, 2012 claim, but is re-attached to this Response for the Court's convenience as Exhibit B.

7. The Wyche Firm submitted a bill for \$24,266.21 for post-petition services between February 28, 2012 and April 19, 2012. This was the basis for the Wyche Firm's claim

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<sup>1</sup> As noted in the Wyche Firm's Attachment to its original claim, filed with this Court on May 25, 2012, the "addition of Dave Woodrow as a client expanded the Wyche Firm's work by no more than two hours in total."

number 1383. A copy of this invoice was attached to the original September 20, 2012 claim, but is re-attached to this Response for the Court's convenience as Exhibit C.

8. Consistent with the Wyche Firm's arrangement with ClubCo and the historical practice, for the protection of confidential attorney-client information Exhibit B and Exhibit C do not include a description of the work the Wyche Firm provided to its clients. This was specifically provided for in the letter agreement, which stated:

ClubCo understand 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.

(emphasis added). Information regarding the specific work and tasks performed was maintained by the Wyche Firm and provided to its clients.

9. The Wyche Firm's clients are aware of the legal services provided to them by the Wyche Firm, and were provided on a confidential basis a detailed description by day of the work the Wyche Firm performed. Mr. Humphrey, Mr. Bailey, and Mr. Tucker provided a letter stating that they believe that the fees and costs covered by the Invoices in question are reasonable. A copy of this letter was attached to the original claims, but is re-attached to this Response for the Court's convenience as Exhibit D.

10. The Wyche Firm objects to statements made in Paragraph 12 of the Debtor's Objection. Debtor gives no accounting or reasoning for why it should owe an amount "of not more than \$22,600.32" for services provided by the Wyche Firm. Furthermore, the Wyche Firm strongly objects to Debtor's unsupported allegation that unless the Wyche Firm's claim is reduced to \$22,600.32, "Wyche Professional Association will receive a larger recovery than that to which it is entitled." As stated above in Paragraph 5, the Wyche Firm devoted significant time

and effort to its representation of its clients on a number of complex issues and matters, and billed Debtor at its standard, reasonable rates for this representation.

11. The Wyche Firm objects to statements made in Paragraph 13 of the Debtor's Objection. Specifically, the Wyche Firm objects to Debtor's statement that:

Wyche Professional Association was not authorized to perform any services for the debtors, or for the benefit of the debtors, during the administrative period of the debtors' bankruptcy cases. Wyche Professional Association was never approved to provide professional services to the debtors, and in fact was directed by debtors' counsel to cease providing any services.

The Wyche Firm notes, as an initial matter, that it was not "directed by debtors' counsel to cease providing any services" until April 20, 2012. A copy of this correspondence is attached to this Response as Exhibit E. Furthermore, the Wyche Firm strongly objects to Debtor's unsupported allegation that, "Wyche Professional Association was never approved to provide professional services to the debtors." As stated above in Paragraphs 1 and 2, ClubCo contracted with the Wyche Firm to provide representation to the individuals in question pursuant to the Letter Agreement. The Wyche Firm devoted significant time and effort to its representation of its clients on a number of complex issues and matters, and billed Debtor at its standard, reasonable rates for this representation.

12. Consistent with the Letter Agreement and 11 U.S.C. § 553, the \$7,399.68 remainder of ClubCo's retainer has been applied by the Wyche Firm to the outstanding amount owed, reducing the amount of the Wyche Firm's claim number 907 to \$184,587.22. There is no additional setoff to be considered.

13. The Wyche Firm denies any allegations regarding its legal fees and services contained in Debtor's Objection not specifically admitted herein.

Respectfully submitted,

Wyche Professional Association

/s/ Martin M. Tomlinson

Marshall Winn (D.S.C. I.D. No. 529)

Martin M. Tomlinson (D.S.C. I.D. No. 10869)

WYCHE, P.A.

Post Office Box 728

Greenville, South Carolina 29602-0728

Telephone: (864) 242-8200

Facsimile: (864) 235-8900

E-mail: [mwinn@wyche.com](mailto:mwinn@wyche.com)

[mtomlinson@wyche.com](mailto:mtomlinson@wyche.com)

Attorneys for Creditor Wyche Professional Association

Dated: March 5, 2013.

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

In Re: CCHG Liquidation Co.,  Debtor.	CHAPTER 11  C.A. No.: 12-01220  Substantively Consolidated
CCHG Liquidation Co.,  vs.  Wyche Professional Association, - Claim Nos. 907 and 1383  Movant,  Respondent.	Contested Matter

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies under penalty of perjury that he is over eighteen (18) years of age and that the RESPONSE TO DEBTOR'S OBJECTION TO THE ALLOWANCE OF CLAIM NOS. 907 AND 1383 FILED BY WYCHE PROFESSIONAL ASSOCIATION in the above captioned case was this day served upon the below named persons by mailing, postage prepaid, first class mail, or by electronic mail, if applicable, a copy of such instrument to each person(s), parties, and/or counsel at the addresses shown below:

Dana Wilkinson, Esq.  
LAW OFFICES OF DANA WILKINSON  
365-C East Blackstock Road  
Spartanburg, SC 29301

Gary W. Marsh, Esq.  
J. Michael Levensgood, Esq.  
Bryan E. Bates, Esq.  
MCKENNA LONG & ALDRIDGE, LLP  
303 Peachtree Street, Suite 5300  
Atlanta, GA 30308

*Attorneys for Debtor*

This the 5th day of March, 2013.

Respectfully submitted,

/s/ Martin M. Tomlinson

Marshall Winn (D.S.C. I.D. No. 529)

Martin M. Tomlinson (D.S.C. I.D. No. 10869)

WYCHE, P.A.

Post Office Box 728

Greenville, South Carolina 29602-0728

Telephone: (864) 242-8200

Facsimile: (864) 235-8900

E-mail: [mwinn@wyche.com](mailto:mwinn@wyche.com)

[mtomlinson@wyche.com](mailto:mtomlinson@wyche.com)

Attorneys for Creditor Wyche Professional Association

# **EXHIBIT A**

## **LETTER AGREEMENT**



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~~ <sup>30,000 TPC</sup>. 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.

W Y C H E  
PROFESSIONAL ASSOCIATION

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

**EXHIBIT B**

**WYCHE INVOICE  
RELATED TO CLAIM NUMBER 907**

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**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

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**SUMMARY SHEET - - REMITTANCE COPY**

Please detach this top sheet and return with your payment.

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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

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<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>
<b>Current Amount Due</b>		<b>\$191,986.90</b>
<b>Total Amount Due</b>		<b>\$191,986.90</b>

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**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

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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

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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.**

Client:  
S. Humphrey, Bailey, Tucker

Invoice Number: 163328  
Invoice Date: April 19, 2012  
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.*

Client:  
S. Humphrey, Bailey, Tucker

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

		<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:	Invoice Number:	163328
S. Humphrey, Bailey, Tucker	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

<b>Wyche, P.A.</b>	Invoice Number:	163328
Client:	Invoice Date:	April 19, 2012
S. Humphrey, Bailey, Tucker	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
<b>Total Amount Due</b>	<b>\$191,986.90</b>

---

*Wyche, P.A.*

Client:

S. Humphrey, Bailey, Tucker

Invoice Number: 163328

Invoice Date: April 19, 2012

Payment Due Upon Receipt

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Trust Remaining Balance: \$7,399.68

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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.

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**EXHIBIT C**

**WYCHE INVOICE  
RELATED TO CLAIM NUMBER 1383**

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**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

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**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	\$368.71
<b>Current Amount Due</b>		<b>\$24,266.21</b>

---

**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

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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:	Invoice Number:	163676
S. Humphrey, Bailey, Tucker	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

Total Expenses

\$23,897.50

\$368.71

*Wyche, P.A.*

Client:	Invoice Number:	163676
S. Humphrey, Bailey, Tucker	Invoice Date:	May 21, 2012
Current Amount Due	Payment Due	Upon Receipt
		\$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.

**EXHIBIT D**

**CLIENT LETTER**

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.<sup>1</sup>

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.

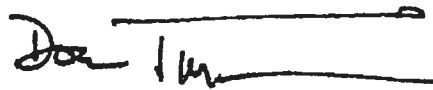
We believe that the fees and costs covered by the Invoices are reasonable, and we request that ClubCo pay the Invoices.

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

Sincerely,

  
Steve Humphrey

  
Dave Bailey

  
Don Tucker

<sup>1</sup> 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.



## **EXHIBIT E**

**CORRESPONDENCE DATED APRIL 20, 2012**

**Eric B. Amstutz**

---

**From:** Marsh, Gary [gmarsh@mckennalong.com]  
**Sent:** Friday, April 20, 2012 1:16 PM  
**To:** Eric B. Amstutz; 'ktgoodman@mindspring.com'; 'kgoodman@gggmgt.com'  
**Cc:** 'Don Tucker'; 'Dave Bailey'; 'Stephen Humphrey'; dwoodrow@comcast.net; Levengood, Mike  
**Subject:** RE: Wyche bill

Eric, please do not perform any more services on behalf of the Debtors until we can discuss this matter.

Gary W. Marsh | Partner  
McKenna Long & Aldridge LLP  
[gmarsh@mckennalong.com](mailto:gmarsh@mckennalong.com) | [www.mlalaw.com](http://www.mlalaw.com)  
Atlanta - Albany - Brussels - Denver - Los Angeles - New York Philadelphia - San Diego - San Francisco - Washington DC Atlanta Office:  
303 Peachtree Street | Suite 5300 | Atlanta, GA 30308  
Tel: 404.527.4150 | Fax: 404.527.4198  
New York Office:  
230 Park Avenue | New York, NY 10169  
Tel: 212.905.8300 | Fax: 212.922.1819

-----Original Message-----

**From:** Eric B. Amstutz [<mailto:eamstutz@wyche.com>]  
**Sent:** Thursday, April 19, 2012 6:19 PM  
**To:** 'ktgoodman@mindspring.com'; 'kgoodman@gggmgt.com'  
**Cc:** 'Don Tucker'; 'Dave Bailey'; 'Stephen Humphrey'; [dwoodrow@comcast.net](mailto:dwoodrow@comcast.net); Marsh, Gary; Levengood, Mike  
**Subject:** Wyche bill

Katie:

Don Tucker has requested that I forward to you the attached bill.

Consistent with our arrangement with ClubCo, and for the protection of confidential attorney-client information, the form of invoice that we have historically provided to ClubCo has not included a description of the legal work that we provide to our individual clients. We do, however, provide our individual clients with this detail.

The attached bill is in the same format as the bills that we provided to Tim Cherry.

Please note, as indicated on the attached, that we still hold, and have not applied, \$7,399.68 of the retainer. This retainer remainder can be used to pay that portion of the bill, so the net amount owed is \$7,399.68 lower than is shown on the attached bill.

Please do not hesitate to contact me with any question.

Thank you.

Eric

CONFIDENTIALITY NOTICE:

This e-mail and any attachments contain information from the law firm of McKenna Long & Aldridge LLP, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged attorney/client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments.