

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

IN RE:)	Chapter 11
)	
CCHG Liquidation Co.,)	Case No. 12-01220-JW
)	
Debtor.)	

**NEWLIFE TURF, INC.’S RESPONSE TO DEBTOR’S OBJECTION TO THE
ALLOWANCE OF CLAIM 1156 FILED BY NEWLIFE TURF, INC.**

NewLife Turf, Inc. (“NLT”) hereby responds to the Debtor’s objection to its Claim No. 1156, in the amount of \$223,684.45 (“Claim”). Because of the limited nature of this response, NLT does not believe a hearing is necessary and simply requests that Debtor’s proposed order include a reservation of NLT’s right to assert setoff/recoupment as described herein below:

NLT’s Claim relates to its provision and installation of Diamond and Palisades Zoysia sod at the Gary Player-designed golf course at the Cliffs at Mountain Park Golf Course. Pursuant to agreement, one of the Cliffs entities pre-paid a deposit to NLT, to develop, grow, and maintain the sod. As NLT sold and installed the sod, the amount invoiced for NLT’s provision of goods and services included a reduction in cost, with such reduction applied toward the pre-paid deposit.

When the bankruptcy was filed, the Cliffs owed NLT the Claim for sod that had been sold and installed. At the same time, the pre-paid deposit amount had been reduced to \$230,296.43. As such, the Claim indicated that NLT had the right of setoff/recoupment in the event the debtors-in-possession, or their successors attempted to pursue collection of the remainder of the pre-paid deposit.

NLT agrees that it will not receive a distribution under the confirmed plan because of its continued relationship with the Plan Sponsor and because of the setoff/recoupment rights held by both the Debtor and NLT. In an abundance of caution, NLT is filing this response to indicate that while it seeks no distribution on account of its Claim, it does preserve its right of setoff/recoupment in the unlikely event the Debtor, its agents, successors, or assigns pursues collection against NLT for the remaining pre-paid deposit.

Because of the limited nature of this response, NLT does not believe a hearing is necessary and would be content so long as the order disallowing the Claim provides that the

Claim is disallowed for purposes of distribution under the Plan, but that NLT reserves its rights of setoff/recoupment in the event NLT is pursued for collection of the remaining pre-paid deposit.

RESPECTFULLY SUBMITTED on this the 6th day of March 2013, at Columbia, South Carolina.

LAW OFFICE OF NANCY E. JOHNSON, LLC

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CERTIFICATE OF SERVICE BY ELECTRONIC MAIL

I, Nancy E. Johnson, attorney for NewLife Turf, Inc., hereby certify that I served a copy of **NewLife Turf Inc.’s Response to the Debtor’s Objection to NewLife Turf’s Claim**, filed March 6, 2013, by sending same via electronic mail to the following on this the 6th day of March 2013, at Columbia, SC.

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