

UNITED STATES BANKRUPTCY COURT

PROOF OF CLAIM

Name of Debtor: The Cliffs Club + Hospitality Group, IncCase Number: 12-01220

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Find Great People☐ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

Find Great People
Attn: Becky Goessel or Rick Rutchford
15 Brendan Way, STE 140
Greenville, SC 29615Court Claim Number: _____
(If known)

Telephone number:

(864) 553-7230 (Rick) or (864) 553-7289 (Becky)

Filed on: _____

Name and address where payment should be sent (if different from above): - same as above.☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

☐ Check this box if you are the debtor or trustee in this case.1. Amount of Claim as of Date Case Filed: \$ 5,863.60

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).☐ Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$ _____

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

2. Basis for Claim: Services Performed
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: Find Great People or Align HR Consulting
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: \$ _____ Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim, APR 02 2012

if any: \$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 3/28/12

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Becky Goessel, Director of Finance

FOR COURT USE ONLY

Cliffs POC



00105

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



Align HR Consulting

15 Brendan Way
Suite 140
Greenville, SC 29615

PAID
02/11/2011*

Invoice

Date:	Invoice No:
9/21/2010	42159
Project #	CLF-03

Bill To:

Mary Kasunick
The Cliffs Club & Hospitality Group, Inc.
3598 Highway 11
Travelers Rest, SC 29690-3598

Terms	Due Date:
Upon Receipt	9/21/2010

Description	Total Amount
Leadership Development Program Monthly Retainer (9/22/10 - 10/21/10) 360 Survey and Coaching with Lucas Anthony	4,000.00 3,000*

* \$1,000 of this invoice was paid only
\$3,000 is owed.

Total	\$4,000.00 3,000 - owed
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Phone - 864-331-8700

Fax - 864-297-6631

Website - www.AlignHR.com

* Note this invoice was not paid by Cliffs. Due to the bankruptcy we moved it out of our regular aging



Align HR Consulting

15 Brendan Way
Suite 140
Greenville, SC 29615

PAID *

Invoice

Date:	Invoice No:
10/26/2010	42886
Project #	CLF-03

Bill To:

Mary Kasunick
The Cliffs Club & Hospitality Group, Inc.
3598 Highway 11
Travelers Rest, SC 29690-3598

Terms	Due Date:
Upon Receipt	10/26/2010

Description	Total Amount
Leadership Development Program Monthly Retainer (10/22/10 - 11/21/10) Coaching with Lucas Anthony	2,000.00

Total	\$2,000.00
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Phone - 864-331-8700

Fax - 864-297-6631

Website - www.AlignHR.com

* Invoice is not actually paid. We moved it out of our regular aging.



FIND GREAT PEOPLE™
TO BUILD GREAT COMPANIES

Find Great People, LLC

15 Brendan Way, Ste 140
Greenville, SC 29615
864-297-0000 800-638-1661
FEIN # 20-2795512

Date	INVOICE
4/15/2011	46787

Bill To

Cliffs Communities
Ryan Burns
3598 Highway 11
Travelers Rest, SC 29690

DUE DATE

Upon Receipt

Field Employee	Week Ending	Hours	Rate	Amount
Diane Lewczyk	4/16/11	9.5	18.98	180.31

Any questions regarding this invoice, please contact Alysia Sherman at
864-297-1501 ext. 203

Please check out our new & improved website at www.fgp.com!

Total \$180.31

Payments/Credits \$-180.31

Balance Due \$0.00

Now accepting ACH electronic payments & Credit card payments upon request. Please call for more information

* Invoice not actually paid. we moved invoice out of regular aging.

Find Great People, LLC is a subsidiary of FGP International, Inc.



FIND GREAT PEOPLE™
TO BUILD GREAT COMPANIES

- IMPORTANT INFORMATION ABOUT COMPLETING AND FAXING YOUR TIME SHEET**
- Once completed and approved, fax to the FGP office at 864-297-0114 or email to ts@fgp.com by Monday morning at 9:00 to ensure prompt payment.
 - If we have not received your timesheet before Monday morning at 9:00 am, your paycheck could be delayed until the following pay period.

FGP TIMESHEET AND CONDITIONS OF ASSIGNMENT

EMPLOYEE NAME (PRINT) (LAST) <u>Lewczyk</u> (FIRST) <u>Diane</u> (MIDDLE INITIAL) <u>J</u>				REPORT TO <u>Ryan Buros</u>				
CLIENT'S NAME <u>The Cliffs Communities</u>								
STREET ADDRESS <u>3598 Hwy 11</u> CITY <u>Travelers Rest, SC</u> STATE <u>SC</u> ZIP CODE <u>29690</u>								
CLIENT TELEPHONE NUMBER <u>864-371-1000</u> EXT. <u>5</u>								
DAY	DATES		TIME IN	LUNCH OUT	LUNCH IN	TIME OUT	TOTAL HOURS WORKED	
	Month	Day					Hours	Qtr. Hr.
SUNDAY	4	10	8:30			9:00		.50
MONDAY	4	11	8:00	10:30	12:30	5:00	7	
TUESDAY	4	12	6:00			7:15	1	.25
WEDNESDAY	4	13	8:00			8:45		.75
THURSDAY								
FRIDAY								
SATURDAY								
WEEK ENDING DATE (SATURDAY) <u>04/11/2011</u>	TOTAL HOURS PRINTED IN WORDS <u>Nine and 50/100</u>						*(To Nearest 1/4 Hr.) <u>9.50</u>	
TOTAL HOURS TO NEAREST 1/4 HOUR (.00; .25; .50; .75) - MINIMUM ASSIGNMENT 4 HOURS								

CLIENT APPROVAL	
THE HOURS AS SHOWN ON THIS TIME SHEET ARE CORRECT. BY SIGNING THIS CLIENT APPROVAL, WE AGREE TO BE BOUND BY THE TERMS OF THE CONDITIONS OF ASSIGNMENT AS STATED BELOW.	
COMPANY <u>The Cliffs Communities</u>	
BY <u>[Signature]</u>	
TITLE <u>HR MANAGER</u>	

FGP FIELD EMPLOYEE SIGNATURE	
I CERTIFY THAT THE DAYS SHOWN ON THIS TIME SHEET ARE CORRECT AND WERE WORKED BY ME.	
EMPLOYEE'S NAME (Print) <u>Diane Lewczyk</u>	
*EMPLOYEE'S SIGNATURE <u>[Signature]</u>	
IS THIS ASSIGNMENT COMPLETED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

*NOTE: We ask that if you must leave an assignment prior to its scheduled end date, that you give us at a minimum a notice of 3 complete business days. If you fail to provide a 3-day notice, any unpaid time up to 3 days prior to leaving will be reverted to the current minimum wage hourly rate of pay.

CONDITIONS OF ASSIGNMENT

Thank you for your confidence in FGP. For the services of our Field Employee, whose name appears in the "FGP Field Employee Signature" block, we will invoice your firm as verbally agreed. Legally required overtime will be billed at the same multiple as is required to be paid to the Field Employee (e.g., one and one-half times the billing rate for overtime that must be paid at time and a half.) The billing rate charged is determined on a basis of the amount of experience necessary to do the assignment and not the amount of experience of our employee. Should you wish to use our employee for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call the FGP office for any adjustment in the hourly billing rate. Our Field Employee is assigned to you under the following Conditions of Assignment.

- The person assigned is a Field Employee of FGP and shall not be deemed to be your employee. FGP warrants that its Field Employee is adequately covered by workers' compensation insurance and that it assumes total responsibility to pay all applicable federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance and all other payroll charges.
- Our Field Employee will present a time sheet to you or your representative for verification and signature at the end of each week. Your signature thereon indicates your acknowledgement of all the Conditions of Assignment. Our compensation to our assigned Field Employee is on a weekly basis, and you will be billed weekly for the total hours worked. Because FGP invoices reflect payroll we have already paid, our invoices are due upon receipt. You will receive one invoice with consolidated billing for multiple FGP Field Employees.
- After you evaluate the performance and potential of our Field Employee on the job, you may wish to employ this person directly. Our Field Employees represent our inventory of skilled professionals and in the event you wish them converted to your employment or another employer to whom you refer them, you agree to pay a conversion fee, unless otherwise indicated by FGP.
- The conversion fee is payable if you hire our Field Employee assigned to you, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within six months after the last day of the assignment. You also agree to pay a conversion fee if our Field Employee assigned to you is hired by a subsidiary or other related company or business as a result of your referral of our Field Employee to that company.
- We usually check Field Employee references by asking specific questions to selected previous employers with regard to qualifications and work history. This reference check is generally done prior to the first time we place that individual on a temporary assignment. While we are willing to provide you with the results of any reference checks that we have performed, if you choose to directly employ one of our Field Employees, you should conduct such additional or more recent reference inquiries of previous employers or verify such other items (such as degrees, professional certifications or criminal background) as you deem appropriate for the position. Because of substantial legal restrictions on the use and communication of various types of information, we have not screened for drug use, administered a medical exam, conducted a criminal background check or engaged in any verification process other than the reference checks described above unless specifically agreed to between the client representative and FGP Staffing Consultant in writing.
- Supervision of an FGP Field Employee's work on your premises (or wherever you assign the Field Employee) is your responsibility. Since FGP is not a professional accounting firm, it is expressly understood that an FGP Field Employee is not authorized to render an opinion on behalf of FGP or on your behalf on financial statements. Client assumes responsibility for the workmanship and work quality of Field Employees. Client agrees to indemnify and hold harmless the Employment Business, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against the Employment Business by third parties in connection with the negligent performance of the Client, its directors, officers, employees, agents, or Field Employees under this Agreement. The Field Employee is not authorized to sign the name of FGP or sign the Field Employee's own name on financial statements or tax returns while on an FGP assignment.
- It is understood that we will not authorize an FGP Field Employee to operate machinery (other than office machines) or automotive equipment. The insurance furnished by FGP does not cover physical loss, damage or liability caused by the operation of the client's automotive equipment. It is agreed the client accepts full responsibility for bodily injury, property damage, fire, theft, collision or public liability damage claims, any of which may be caused as a result of an accident while an FGP Field Employee is driving the client's vehicle, whether owned or rented.
- An FGP Field Employee may not handle cash, negotiables or other valuables without the written consent of FGP and then only under your direct supervision. An FGP Field Employee may not, under any circumstances, transport or convey monies, securities or any negotiable instruments (including, but not limited to, delivering bank deposits to a bank or other institution).
- It is understood that under no circumstances will FGP be responsible for claims for work performed unless such claims are reported in writing to FGP within ninety (90) days after termination of the temporary assignment.
- Each invoice will evidence a separate and distinct contract. Unless otherwise prohibited by the law of the state where this placement occurred, in the event that you fail to pay the charges of FGP when due, then you agree to pay all costs of collection of FGP, including reasonable attorneys' fees, whether or not suit is initiated.

Find Great People, LLC is a subsidiary of FGP International, Inc.

IMPORTANT INFORMATION ABOUT COMPLETING AND FAXING YOUR TIME SHEET

- Once completed and approved, fax to the FGP office at 864-297-0114 or email to ts@fgp.com by Monday morning at 9:00 to ensure prompt payment.
- If we have not received your timesheet before Monday morning at 9:00 am, your paycheck could be delayed until the following pay period.

FGP TIMESHEET AND CONDITIONS OF ASSIGNMENT

EMPLOYEE NAME (PRINT) (LAST) <u>Lewczyk</u> (FIRST) <u>Diane</u> (MIDDLE INITIAL) <u>J</u>				REPORT TO <u>Ryan Burns</u>				
CLIENT'S NAME <u>The Cliffs Communities</u>								
STREET ADDRESS <u>3598 Hwy 11</u> CITY <u>Travelers Rest, SC</u> STATE <u>SC</u> ZIP CODE <u>29690</u>								
CLIENT TELEPHONE NUMBER <u>371-1000</u> EXT. <u></u>								
DAY	DATES		TIME IN	LUNCH OUT	LUNCH IN	TIME OUT	TOTAL HOURS WORKED	
	Month	Day					Hours	Qtr. Hr.
SUNDAY								
MONDAY	04	18	8:40	1:15	2:00	5:00	7.50	
TUESDAY	04	19	4:15			5:45	1.50	
WEDNESDAY	04	20						
THURSDAY	04	21						
FRIDAY	04	22						
SATURDAY	04	23						
WEEK ENDING DATE (SATURDAY) <u>04/23/2011</u>		TOTAL HOURS PRINTED IN WORDS <u>Nine and 00/100</u>					*(To Nearest 1/4 Hr.) <u>9</u>	
TOTAL HOURS TO NEAREST 1/4 HOUR (.00; .25; .50; .75) - MINIMUM ASSIGNMENT 4 HOURS								

CLIENT APPROVAL	
THE HOURS AS SHOWN ON THIS TIME SHEET ARE CORRECT. BY SIGNING THIS CLIENT APPROVAL, WE AGREE TO BE BOUND BY THE TERMS OF THE CONDITIONS OF ASSIGNMENT AS STATED BELOW.	
COMPANY	<u>Cliffs Communities</u>
BY	<u>HR MANAGER</u>
TITLE	

FGP FIELD EMPLOYEE SIGNATURE	
I CERTIFY THAT THE DAYS SHOWN ON THIS TIME SHEET ARE CORRECT AND WERE WORKED BY ME.	
EMPLOYEE'S NAME (Print)	<u>Diane Lewczyk</u>
EMPLOYEE'S SIGNATURE	<u>Diane Lewczyk</u>
IS THIS ASSIGNMENT COMPLETED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

*NOTE: We ask that if you must leave an assignment prior to its scheduled end date, that you give us at a minimum a notice of 3 complete business days. If you fail to provide a 3-day notice, any unpaid time up to 3 days prior to leaving will be reverted to the current minimum wage hourly rate of pay.

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- The person assigned is a Field Employee of FGP and shall not be deemed to be your employee. FGP warrants that its Field Employee is adequately covered by workers' compensation insurance and that it assumes total responsibility to pay all applicable federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance and all other payroll charges.
- Our Field Employee will present a time sheet to you or your representative for verification and signature at the end of each week. Your signature thereon indicates your acknowledgement of all the Conditions of Assignment. Our compensation to our assigned Field Employee is on a weekly basis, and you will be billed weekly for the total hours worked. Because FGP invoices reflect payroll we have already paid, our invoices are due upon receipt. You will receive one invoice with consolidated billing for multiple FGP Field Employees.
- After you evaluate the performance and potential of our Field Employee on the job, you may wish to employ this person directly. Our Field Employees represent our inventory of skilled professionals and in the event you wish them converted to your employment or another employer to whom you refer them, you agree to pay a conversion fee, unless otherwise indicated by FGP.
- The conversion fee is payable if you hire our Field Employee assigned to you, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within six months after the last day of the assignment. You also agree to pay a conversion fee if our Field Employee assigned to you is hired by a subsidiary or other related company or business as a result of your referral of our Field Employee to that company.
- We usually check Field Employee references by asking specific questions to selected previous employers with regard to qualifications and work history. This reference check is generally done prior to the first time we place that individual on a temporary assignment. While we are willing to provide you with the results of any reference checks that we have performed, if you choose to directly employ one of our Field Employees, you should conduct such additional or more recent reference inquiries of previous employers or verify such other items (such as degrees, professional certifications or criminal background) as you deem appropriate for the position. Because of substantial legal restrictions on the use and communication of various types of information, we have not screened for drug use, administered a medical exam, conducted a criminal background check or engaged in any verification process other than the reference checks described above unless specifically agreed to between the client representative and FGP Staffing Consultant in writing.
- Supervision of an FGP Field Employee's work on your premises (or wherever you assign the Field Employee) is your responsibility. Since FGP is not a professional accounting firm, it is expressly understood that an FGP Field Employee is not authorized to render an opinion on behalf of FGP or on your behalf on financial statements. Client assumes responsibility for the workmanship and work quality of Field Employees. Client agrees to indemnify and hold harmless the Employment Business, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against the Employment Business by third parties in connection with the negligent performance of the Client, its directors, officers, employees, agents, or Field Employees under this Agreement. The Field Employee is not authorized to sign the name of FGP or sign the Field Employee's own name on financial statements or tax returns while on an FGP assignment.
- It is understood that we will not authorize an FGP Field Employee to operate machinery (other than office machines) or automotive equipment. The insurance furnished by FGP does not cover physical loss, damage or liability caused by the operation of the client's automotive equipment. It is agreed the client accepts full responsibility for bodily injury, property damage, fire, theft, collision or public liability damage claims, any of which may be caused as a result of an accident while an FGP Field Employee is driving the client's vehicle, whether owned or rented.
- An FGP Field Employee may not handle cash, negotiables or other valuables without the written consent of FGP and then only under your direct supervision. An FGP Field Employee may not, under any circumstances, transport or convey monies, securities or any negotiable instruments (including, but not limited to, delivering bank deposits to a bank or other institution).
- It is understood that under no circumstances will FGP be responsible for claims for work performed unless such claims are reported in writing to FGP within ninety (90) days after termination of the temporary assignment.
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CLIENT'S NAME <u>The Cliffs Communities</u>								
STREET ADDRESS <u>3598 Hwy 11</u> CITY <u>Travelers Rest, SC</u> STATE <u>SC</u> ZIP CODE <u>29690</u>								
CLIENT TELEPHONE NUMBER <u>871-1000</u> EXT. <u></u>								
DAY	DATES		TIME IN	LUNCH OUT	LUNCH IN	TIME OUT	TOTAL HOURS WORKED	
	Month	Day					Hours	Qtr. Hr.
SUNDAY								
MONDAY	4	25	8:45	—	—	5:00	7	.75
TUESDAY	4	26	2:00	—	—	4:00	2	
WEDNESDAY								
THURSDAY								
FRIDAY								
SATURDAY								
WEEK ENDING DATE (SATURDAY) <u>04/13/2011</u>			TOTAL HOURS PRINTED IN WORDS <u>Nine and 75/100</u>				* (To Nearest 1/4 Hr.) <u>9.75</u>	
TOTAL HOURS TO NEAREST 1/4 HOUR (00, 25, 50, 75) MINIMUM ASSIGNMENT 4 HOURS								

CLIENT APPROVAL	
THE HOURS AS SHOWN ON THIS TIME SHEET ARE CORRECT. BY SIGNING THIS CLIENT APPROVAL, WE AGREE TO BE BOUND BY THE TERMS OF THE CONDITIONS OF ASSIGNMENT AS STATED BELOW.	
COMPANY	<u>The Cliffs Communities</u>
BY	<u>[Signature]</u>
TITLE	<u>Recruiting Mgr.</u>

FGP FIELD EMPLOYEE SIGNATURE	
I CERTIFY THAT THE DAYS SHOWN ON THIS TIME SHEET ARE CORRECT AND WERE WORKED BY ME.	
EMPLOYEE'S NAME (Print)	<u>Diane Lewczyk</u>
EMPLOYEE'S SIGNATURE	<u>[Signature]</u>
IS THIS ASSIGNMENT COMPLETED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

*NOTE: We ask that if you must leave an assignment prior to its scheduled end date, that you give us at a minimum a notice of 3 complete business days. If you fail to provide a 3-day notice, any unpaid time up to 3 days prior to leaving will be reverted to the current minimum wage hourly rate of pay.

CONDITIONS OF ASSIGNMENT

Thank you for your confidence in FGP. For the services of our Field Employee, whose name appears in the "FGP Field Employee signature" block, we will invoice your firm as verbally agreed. Legally required overtime will be billed at the same multiple as is required to be paid to the Field Employee (e.g., one and one-half times the billing rate for overtime that must be paid at time and a half.) The billing rate charged is determined on a basis of the amount of experience necessary to do the assignment and not the amount of experience of our employee. Should you wish to use our employee for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call the FGP office for any adjustment in the hourly billing rate. Our Field Employee is assigned to you under the following Conditions of Assignment.

- The person assigned is a Field Employee of FGP and shall not be deemed to be your employee. FGP warrants that its Field Employee is adequately covered by workers' compensation insurance and that it assumes total responsibility to pay all applicable federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance and all other payroll charges.
- Our Field Employee will present a time sheet to you or your representative for verification and signature at the end of each week. Your signature thereon indicates your acknowledgement of all the Conditions of Assignment. Our compensation to our assigned Field Employee is on a weekly basis, and you will be billed weekly for the total hours worked. Because FGP invoices reflect payroll we have already paid, our invoices are due upon receipt. You will receive one invoice with consolidated billing for multiple FGP Field Employees.
- After you evaluate the performance and potential of our Field Employee on the job, you may wish to employ this person directly. Our Field Employees represent our inventory of skilled professionals and in the event you wish them converted to your employment or another employer to whom you refer them, you agree to pay a conversion fee, unless otherwise indicated by FGP.
- The conversion fee is payable if you hire our Field Employee assigned to you, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within six months after the last day of the assignment. You also agree to pay a conversion fee if our Field Employee assigned to you is hired by a subsidiary or other related company or business as a result of your referral of our Field Employee to that company.
- We usually check Field Employee references by asking specific questions to selected previous employers with regard to qualifications and work history. This reference check is generally done prior to the first time we place that individual on a temporary assignment. While we are willing to provide you with the results of any reference checks that we have performed, if you choose to directly employ one of our Field Employees, you should conduct such additional or more recent reference inquiries of previous employers or verify such other items (such as degrees, professional certifications or criminal background) as you deem appropriate for the position. Because of substantial legal restrictions on the use and communication of various types of information, we have not screened for drug use, administered a medical exam, conducted a criminal background check or engaged in any verification process other than the reference checks described above unless specifically agreed to between the client representative and FGP Staffing Consultant in writing.
- Supervision of an FGP Field Employee's work on your premises (or wherever you assign the Field Employee) is your responsibility. Since FGP is not a professional accounting firm, it is expressly understood that an FGP Field Employee is not authorized to render an opinion on behalf of FGP or on your behalf on financial statements. Client assumes responsibility for the workmanship and work quality of Field Employees. Client agrees to indemnify and hold harmless the Employment Business, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against the Employment Business by third parties in connection with the negligent performance of the Client, its directors, officers, employees, agents, or Field Employees under this Agreement. The Field Employee is not authorized to sign the name of FGP or sign the Field Employee's own name on financial statements or tax returns while on an FGP assignment.
- It is understood that we will not authorize an FGP Field Employee to operate machinery (other than office machines) or automotive equipment. The insurance furnished by FGP does not cover physical loss, damage or liability caused by the operation of the client's automotive equipment. It is agreed the client accepts full responsibility for bodily injury, property damage, fire, theft, collision or public liability damage claims, any of which may be caused as a result of an accident while an FGP Field Employee is driving the client's vehicle, whether owned or rented.
- An FGP Field Employee may not handle cash, negotiables or other valuables without the written consent of FGP and then only under your direct supervision. An FGP Field Employee may not, under any circumstances, transport or convey monies, securities or any negotiable instruments (including, but not limited to, delivering bank deposits to a bank or other institution).
- It is understood that under no circumstances will FGP be responsible for claims for work performed unless such claims are reported in writing to FGP within ninety (90) days after termination of the temporary assignment.
- Each invoice will evidence a separate and distinct contract. Unless otherwise prohibited by the law of the state where this placement occurred, in the event that you fail to pay the charges of FGP when due, then you agree to pay all costs of collection of FGP, including reasonable attorneys' fees, whether or not suit is initiated.

Find Great People, LLC is a subsidiary of FGP International, Inc.

IMPORTANT INFORMATION ABOUT COMPLETING AND FAXING YOUR TIME SHEET

- Once completed and approved, fax to the FGP office at 864-297-0114 or email to ts@fgp.com by Monday morning at 9:00 to ensure prompt payment.
- If we have not received your timesheet before Monday morning at 9:00 am, your paycheck could be delayed until the following pay period.

FGP TIMESHEET AND CONDITIONS OF ASSIGNMENT

EMPLOYEE NAME (PRINT) (LAST) <u>Kewczyk</u> (FIRST) <u>Diane</u> (MIDDLE INITIAL) <u>J</u>				REPORT TO <u>Ryan Burns</u>				
CLIENT'S NAME <u>The Cliffs Communities</u>								
STREET ADDRESS <u>3598 Hwy 11</u> CITY <u>Travelers Rest, SC</u> STATE <u>SC</u> ZIP CODE <u>29690</u>								
CLIENT TELEPHONE NUMBER <u>371-1000</u> EXT. _____								
DAY	DATES		TIME IN	LUNCH OUT	LUNCH IN	TIME OUT	TOTAL HOURS WORKED	
	Month	Day					Hours	Qtr. Hr.
SUNDAY			:	:	:	:		
MONDAY	<u>5</u>	<u>2</u>	<u>8:45</u>	:	:	<u>4:45</u>	<u>8</u>	
TUESDAY	<u>5</u>	<u>3</u>	<u>3:30</u>	:	—	<u>4:30</u>	<u>1</u>	
WEDNESDAY			:	:	:	:		
THURSDAY			:	:	:	:		
FRIDAY			:	:	:	:		
SATURDAY			:	:	:	:		
WEEK ENDING DATE (SATURDAY) <u>05/07/11</u>			TOTAL HOURS PRINTED IN WORDS <u>nine</u>				(To Nearest ¼ Hr.) <u>9</u>	
TOTAL HOURS TO NEAREST ¼ HOUR (:00, :25, :50, :75) - MINIMUM ASSIGNMENT 4 HOURS -								

*NOTE: The health, safety, security and well-being of our employees are of major importance to FGP. If injured on the job please contact your recruiter immediately.

CLIENT APPROVAL	
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COMPANY	<u>The Cliffs Communities</u>
BY	<u>[Signature]</u>
TITLE	<u>Recruiting Mgr.</u>

FGP FIELD EMPLOYEE SIGNATURE	
I CERTIFY THAT THE DAYS SHOWN ON THIS TIME SHEET ARE CORRECT AND WERE WORKED BY ME AND THAT IF I HAVE BEEN INJURED ON THE JOB I HAVE NOTIFIED FGP.	
EMPLOYEE'S NAME (Print)	<u>Diane Kewczyk</u>
EMPLOYEE'S SIGNATURE	<u>[Signature]</u>
IS THIS ASSIGNMENT COMPLETED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

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CONDITIONS OF ASSIGNMENT

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FGP TIMESHEET AND CONDITIONS OF ASSIGNMENT

EMPLOYEE NAME (PRINT) (LAST) <u>Kewczyk</u> (FIRST) <u>Diane</u> (MIDDLE INITIAL) <u>J</u>			REPORT TO <u>Ryan Burns</u>					
CLIENT'S NAME <u>The Cliffs Communities</u>								
STREET ADDRESS <u>3598 Hwy 11</u> CITY <u>Travelers Rest, SC</u> STATE <u>29696</u> ZIP CODE <u>29696</u>								
CLIENT TELEPHONE NUMBER <u>371-1600</u> EXT. <u></u>								
DAY	DATES		TIME IN	LUNCH OUT	LUNCH IN	TIME OUT	TOTAL HOURS WORKED	
	Month	Day					Hours	Qtr. Hr.
SUNDAY			:	:	:	:		
MONDAY	5	9	8:45	—	—	5:00	8	05
TUESDAY			:	:	:	:		
WEDNESDAY			:	:	:	:		
THURSDAY			:	:	:	:		
FRIDAY			:	:	:	:		
SATURDAY			:	:	:	:		
WEEK ENDING DATE (SATURDAY)		TOTAL HOURS PRINTED IN WORDS						
<u>05/14/11</u>		<u>Eight and 1/2</u>		<u>25.50</u>				(To Nearest 1/4 Hr.)
TOTAL HOURS TO NEAREST 1/4 HOUR (00, 25, 50, 75) MINIMUM ASSIGNMENT 4 HOURS								

*NOTE: The health, safety, security and well-being of our employees are of major importance to FGP. If injured on the job please contact your recruiter immediately.

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COMPANY	<u>The Cliffs Communities</u>
BY	<u>[Signature]</u>
TITLE	<u>Recruiting Mgr.</u>

FGP FIELD EMPLOYEE SIGNATURE	
I CERTIFY THAT THE DAYS SHOWN ON THIS TIME SHEET ARE CORRECT AND WERE WORKED BY ME AND THAT IF I HAVE BEEN INJURED ON THE JOB I HAVE NOTIFIED FGP.	
EMPLOYEE'S NAME (Print)	<u>Diane Kewczyk</u>
*EMPLOYEE'S SIGNATURE	<u>[Signature]</u>
IS THIS ASSIGNMENT COMPLETED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

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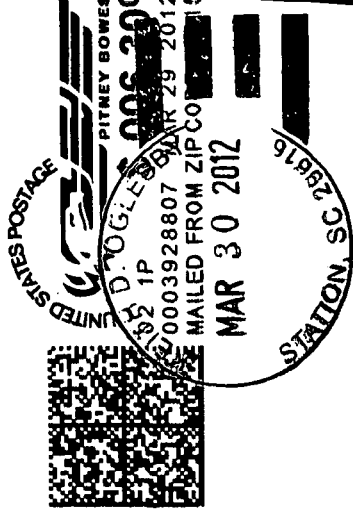
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FGP
15 Brendan Way, Ste. 140
Greenville, SC 29615

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7011 0470 0001 5428 2208



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APR 02 2012

BMC GROUP

BMC Group, Inc.

Attn: The Cliffs Club & Hospitality Group, Inc.

Claims Processing

PO Box 3020

Charlottesville, MN

55317-3020