B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT District of South Carolina, Spartanburg Divi		PROOF OF CLAIM
Name of Debtor: The Cliffs Club & Hospitality Group, Inc.,	Case Number: 12-01220	
NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*		
Name of Creditor (the person or other entity to whom the debtor owes money or property): WellAware, LLC		COURT USE ONLY
Name and address where notices should be sent: WellAware, LLC Attn: Jessica M. Shuford 106 Canvasback Trail, Greenville, SC 29617 Telephone number: (864) 569-9937 email: jshuford@wellawaredm.com		❒ Check this box if this claim amends a previously filed claim. **Court Claim Number:**_____ (*If known*) Filed on:_____
Name and address where payment should be sent (if different from above): Telephone number: email:	RECEIVED APR 26 2012 BMC GROUP	❒ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: $ 7,976.16

If all or part of the claim is secured, complete item 4.

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

☑ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Services Provided Per Payer Access Agreement
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	**3a. Debtor may have scheduled account as:** (See instruction #3a)	**3b. Uniform Claim Identifier (optional):** (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

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

Value of Property: $_____

Annual Interest Rate_____% ❒ Fixed or ❒ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:
$_____

Basis for perfection: _____

Amount of Secured Claim: $_____

Amount Unsecured: $_____

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

❒ 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 the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

❒ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

Amount entitled to priority:
$_____

❒ 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)(__).

Cliffs POC
00312

**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.*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attached are **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. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. *(See instruction #7, and the definition of "**redacted**".)*

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

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☑ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: A. Burton Shuford, Esq.
Title:
Company: The Bain Group, PLLC
Address and telephone number (if different from notice address above):
8301 University Exec. Park Dr., #120
Charlotte, NC 28262
Telephone number: (980) 321-7000 email: bshuford@thebaingroup.net

(Signature) 04/23/12 (Date)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is 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 delivering 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 an interested party objects to the 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:
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.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) 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 redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing 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. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. 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. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

PAYER ACCESS AGREEMENT

THIS PAYER ACCESS AGREEMENT ("Payer Access Agreement"), is entered into between WellAware, LLC, a South Carolina Limited Liability Company, with its principal place of business at 106 Canvasback Trail, Greenville, South Carolina 29617 ("WellAware") an The Cliffs Communities Inc., a S Corporation, with its principal place of business at 3598 Highway 11 Travelers Rest, SC 29690 ("Payer") dated November 1, 2009. This Payer Access Agreement shall be effective as of the date WellAware receives the entire Payer Access Agreement signed by an individual duly authorized by Payer ("Access Agreement Effective Date").

RECITALS

WHEREAS, WellAware provides certain specialty disease management health services; and

NOW, THEREFORE, WellAware and Payer hereby agree as follows:

SERVICES

This Payer Access Agreement applies to all of the following WellAware Services:

Disease Management Services that seeks to limit "preventable" adverse medical events in connection with chronic diseases by maximizing patient adherence to prescribed treatments and health-promoting behaviors. (See attached Executive Summary for services description)

SIGNATURE AND NOTICES

By signing below, Payer agrees to the terms and conditions of this Payer Access Agreement (above and following).

PAYER INFORMATION

Payer Name:	Cliffs Communities, Inc.
Address:	3598 Highway 11
City:	Travelers Rest
State:	South Carolina
Zip Code:	29690

TO ACTIVATE WELLAWARE SERVICES, RETURN THE ENTIRE PAYER ACCESS AGREEMENT COMPLETED AND SIGNED, VIA FAX TO WELLAWARE AT 864-836-1172.

Article 1
Definitions

COBRA: The Consolidated Omnibus Budget Reconciliation Act of 1985, Public Law 99-272, including any state continuation laws, as amended from time to time.

Cost Sharing Amounts. The charges that Covered Persons are required to pay for Covered Services according to the applicable Plans, including copayments, coinsurance, and deductibles.

Covered Person. An individual properly enrolled for coverage under a Plan.

Covered Services. Health care services and supplies that are covered under a Plan, subject to any applicable Cost Sharing Amounts.

ERISA. The United States Employee Retirement Income Security Act of 1974, as it is amended from time to time.

Fee Schedule. Shall mean the fees for Services as set forth in Exhibit B of this Payer Access Agreement.

HIPAA: The privacy, security and administrative simplification provisions set forth in the Health Insurance Portability and Accountability Act of 1996 and the regulations issued thereunder at 45 C.F.R. 160 and 164.

Plan. A plan of health care coverage underwritten or administered by Payer that contains the terms and conditions of a Covered Person's coverage for health care services, including Covered Services.

Plan Document. The document issued to a Covered Person that describes the coverage and the terms and conditions of such coverage offered under the applicable Plan, including a summary plan description of a self-funded plan or a certificate of coverage under a fully insured policy.

Services: Shall mean all services provided pursuant to this Payer Access Agreement, including Disease Management Services, to be provided to Covered Persons that are described in Article 2 of this Payer Access Agreement.

Article 2
WellAware's Services

2.1 Disease Management Services. WellAware shall make available to Payer the Disease Management Services that seeks to limit "preventable" adverse medical events in connection with chronic diseases by maximizing patient adherence to prescribed treatments and health-promoting behaviors. (See attached Executive Summary for services description)

2.2 Performance of Services. Payer shall initiate Services according to the procedure required by WellAware for the type of service. If WellAware's performance under this Agreement is dependent, in whole or in part, upon the performance of Payer, and either delays or fails to perform as required under the Payer Access Agreement, then WellAware's delay or failure to perform under this Payer Access Agreement shall be excused, but only to the extent caused by, and for the duration of, Payer's delay or failure, as the case may be.

2.3 Non-Discrimination. WellAware will not to discriminate against Covered Persons for any reason and will provide the WellAware Services in the same manner, according to the same standards, and within the same time periods as such services are provided to other individuals.

2.4 Subcontractors. Payer agrees that the Services under this Payer Access Agreement may be performed in whole or in part by WellAware, a WellAware affiliate, and/or a WellAware subcontractor, provided however, that performance by any such entity shall not relieve WellAware of its obligations to Payer under this Payer Access Agreement.

Article 3
Payer's Responsibilities

3.1 Payment to WellAware for Services and Taxes. Payer shall pay WellAware for the Services in accordance with this Payer Access Agreement, Fee Schedule in Exhibit B, and any attachments thereto. Each party shall be responsible for all taxes, charges, surcharges, fees or assessments, if any, due to be paid by it in connection with its performance of this Payer Access Agreement. Unless specified otherwise in the Fee Schedule, all fees are payable within thirty (30) days of the date of invoice. Past-due fees are subject to a surcharge of no greater than 2% per month of the outstanding past due balance.

3.2 Responsibility for Plans. WellAware shall not determine whether a particular benefit should be paid or denied, nor shall WellAware interpret benefit documents. All WellAware communications with Covered Persons and/or their attending healthcare providers shall disclaim any confirmation of benefits or eligibility for coverage. Payer accepts total responsibility for the Plans and Plan Documents for purposes of this Payer Access Agreement, including their benefit design, obtaining any and all necessary regulatory approvals for the Plan, and compliance with any and all laws that apply to Payer or the Plans. Payer shall have the sole obligation to determine whether and to what extent claims are payable and benefits are available under Payer's group insurance policies or benefit plans.

3.3 Eligibility Information. Payer is responsible for verifying a Covered Person's benefits and eligibility to WellAware before services are rendered to that Covered Person.

Article 4
Trademarks

4.1 Trademarks. During the Term and after termination of this Payer Access Agreement, Payer may only display those trademarks, service marks, trade names, and logotypes of WellAware as agreed to by the parties, in writing (the "Marks"). The Marks may not be used in any way to imply a relationship with WellAware other than one authorized by this Payer Access Agreement. Nothing herein shall be construed to create a right or license to make copies of any copyrighted materials. Payer shall not apply for trademark or other intellectual property protection, either state or federal, for any proprietary WellAware product name except as may be mutually agreed upon for names combining Payer's trade name, trademark, or logo with a proprietary WellAware product name. WellAware shall not apply for trademark or other intellectual property protection, either state or federal, for any product, domain, or other name incorporating any Payer trade name, trademark, or logo.

4.2 Irreparable Harm. The parties acknowledge that WellAware will suffer irreparable harm if Payer breaches Section 4.1, either prior to, or after the termination of this Payer Access Agreement. Accordingly, WellAware shall be entitled, in addition to any other right and remedy it may have, at law or equity, to a temporary restraining order and/or injunction, without the posting of a bond or other security, enjoining or

restraining Payer from any violation of Section 4.1, and Payer hereby consents to WellAware's right to seek the issuance of such injunction. If WellAware institutes any such action against Payer, alone or in conjunction with any third party or parties to enforce any terms or provisions of Section 4.1, then the party that prevails in such action shall be entitled to receive from the opposing party (or parties) in the action the prevailing party's reasonable attorneys' fees incurred in such action and all costs and expenses incurred in connection therewith. This Section shall survive termination of the Payer Access Agreement.

Article 5
Regulatory Compliance and HIPAA

5.1 ERISA and COBRA. The WellAware Services set forth in this Payer Access Agreement may or may not be subject to ERISA. Neither WellAware nor any of its employees or independent contractors shall be deemed an ERISA Plan Sponsor, Administrator or Named Fiduciary, as those terms are defined in ERISA, nor shall WellAware owe any liability of any kind to Payer, Covered Persons, or to any other person for: (i) medical outcomes; (ii) payment of Covered Persons' medical, hospital or other bills resulting from any medical or surgical treatment or confinement; or (iii) interpretation of or determinations under Plan Documents. Payer shall have the sole obligation to determine whether and to what extent claims are payable and benefits are available under Payer's Plan Document(s). WellAware shall have no responsibility for the preparation or distribution of any plan description or summary plan descriptions or for the provision of any notices or disclosures or for the filing of any returns or reports or information required to be filed pursuant to ERISA, COBRA, or the Internal Revenue Code.

5.2 Regulatory Filing. In the event that Payer is required to file this Payer Access Agreement with federal, state and local governmental authorities, Payer shall be responsible for filing the Payer Access Agreement with such authorities as required by any applicable law or regulation. If, following any such filing, the governmental authority requests changes to this Payer Access Agreement, WellAware and Payer shall jointly discuss Payer's response to the governmental authority. In the event any federal, state or local governmental authority requires a change to this Payer Access Agreement that either WellAware or Payer deems to be material, either party may request renegotiation of the affected provisions of this Payer Access Agreement pursuant to Section 10.7 of this Payer Access Agreement.

5.3 HIPAA. To the extent that, in performing the Services, WellAware deemed a Business Associate (as defined under HIPAA) of Payer, the parties shall perform the functions of a Business Associate in accordance with the Business Associate Agreement attached hereto as Exhibit A. Payer agrees to cooperate with WellAware to the extent necessary so that WellAware may fulfill said obligations as set forth by HIPAA.

Article 6
Books, Records and Confidential Information

6.1 Maintaining Records. WellAware shall maintain records that are usual and customary for the services provided under this Payer Access Agreement and/or as required by law. Any such records shall remain the property of WellAware, subject to any rights of the Covered Person.

6.2 Privacy of Records. WellAware and Payer shall maintain the confidentiality of all information regarding Covered Persons in accordance with any applicable statutes and regulations. WellAware is not obligated to provide Payer any information WellAware obtains as a result of providing Services to a Covered Person unless, the Covered Person consents to the disclosure of such information, or WellAware determines the disclosure of such information to Payer is permitted, required, or otherwise appropriate under applicable law.

WellAware acknowledges that in receiving, storing, processing or otherwise dealing with information about Covered Persons it may be fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and agrees that, if so, it shall resist, in judicial proceedings, any effort to obtain access to information pertaining to Covered Persons that is expressly provided for in the Federal Confidentiality Regulations, 42 C.F.R. Part 2. During and after the term of this Payer Access Agreement, WellAware and its related entities may use and transfer any and all information gathered under this Payer Access Agreement, for research and analytical purposes.

6.3 Examination of Records. Upon reasonable notice, during normal business hours and at a reasonable time and place, each party shall have the right to examine any records of the other party that relate to its obligations under this Payer Access Agreement, including any of Payer's records relating to the compensation owed WellAware under this Payer Access Agreement. All records maintained by either party relating to their responsibilities under this Payer Access Agreement shall be kept for at least ten (10) years after the date the records were created or any applicable period required by law, whichever is longer. A party shall pay the cost of copies of any records that it requests from the other party. If one party examines the records of the other party, the examining party shall pay the examined party's employee time spent on the examination in excess of 16 hours, and any other costs incurred by the examined party in complying with the examination request. No third party may conduct an examination without the prior written consent of the examined party. Neither party shall disclose any confidential business information of the other party without the prior written consent of that party.

6.4 Government and Accrediting Agency Access to Records. The federal, state and local government and accrediting agencies including, but not limited to, the National Committee for Quality Assurance (the "NCQA") or The American Accreditation HealthCare Commission/URAC, and any of their authorized representatives, shall have access to, and Payer and WellAware are authorized to release all information and records or copies of such within their possession that are pertinent to and involve transactions related to this Payer Access Agreement if such access is necessary to comply with accreditation standards, statutes or regulations applicable to Payer or WellAware.

6.5 Confidential Information. Except as otherwise provided in this Section 6.5, each party shall protect and shall not disclose the other's proprietary information including but not limited to trade secrets, customer lists, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information"). The parties shall use Confidential Information only as expressly permitted by this Payer Access Agreement or as otherwise permitted in writing. The parties shall take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information. Such information shall not be disclosed to third parties without the express written consent of the party to whom the information belongs. A party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing party shall notify the other sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. Each party shall retain sole ownership of its Confidential Information. Payer authorizes WellAware to disclose Payer information, including cost analysis reports and data regarding Covered Persons, provided that the parties shall use and disclose individually identifiable health information according to the terms of Exhibit A – Business Associate Agreement executed by the parties hereunder. The obligations stated in this section survive termination of this Agreement for so long as either party has access to the other's Confidential Information.

Article 7
Insurance and Indemnification

7.1 Insurance. During the term of this Agreement, WellAware and Payer shall maintain in effect commercial general liability insurance in the amount of $1,000,000 per occurrence and $3,000,000 aggregate and professional liability insurance coverage in the amount of $1,000,000 per occurrence and $3,000,000 aggregate.

7.2 Indemnification. The parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying party's: (i) breach of this Agreement; and (ii) negligence or willful misconduct.

7.3 Indemnification Procedures.

a) Promptly, upon becoming aware of any matter which is subject to the provisions of Sections 7.1 or 7.2, (a "Claim"), the party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

b) The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in the settlement or defense and give each other full access to all relevant information.

c) If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

d) Neither party is obligated to indemnify and defend the other with respect to a Claim (or portions of a Claim):

(i) if the Indemnified Party fails to promptly notify the Indemnifying Party of the Claim and fails to provide reasonable cooperation and information to defend or settle the Claim; and

(ii) if, and only to the extent that, that failure materially prejudices the Indemnifying Party's ability to satisfactorily defend or settle the Claim.

Article 8
Term and Termination

8.1 Term of the Payer Access Agreement. This Payer Access Agreement is for an initial term of fourteen (14) months starting on the Effective Date (the "Initial Term") and shall renew thereafter for successive one (1) year renewal terms (each, a "Renewal Term") unless otherwise terminated pursuant to Section 8.2.

8.2 Termination of the Payer Access Agreement. This Payer Access Agreement may be terminated at any time upon the mutual agreement of the parties or as follows:

(1) after the Initial Term by either party on the anniversary of the Effective Date upon at least ninety (90) days prior written notice to the other party;

(2) by either party, in the event of material breach by the other party, (except as provided in Section 8.2 (4) and 8.2 (6) below), upon at least thirty (30) days prior written notice to the other party, unless the material breach has been cured before the end of the thirty (30) days. WellAware's nonperformance under this Payer Access Agreement due to failure of Payer to properly provide PHI shall neither constitute a breach of contract nor provide grounds for termination;

(3) pursuant to Sections 10.6 and 10.7;

(4) by WellAware, upon at least ten (10) days prior written notice to Payer, in the event Payer does not pay WellAware any amount owed within thirty (30) days of the date payment is due except where such nonpayment is based on a good faith dispute in accordance with Article 9;

(5) by Payer, if it determines that WellAware has violated a material term of Exhibit A, the Business Associate Agreement Exhibit and such breach has not been cured to Payer's reasonable satisfaction within sixty (60) days after WellAware's receipt of written notice from Payer identifying the breach, or if such breach is not reasonably curable within a sixty (60) day period, then the Payer Access Agreement may be terminated if the cure of such breach has not been commenced by WellAware within such sixty (60) day period and completed with reasonable diligence.

8.3 Effect of Termination. Termination under paragraph 8.2 , above, shall not affect Payer's liability for any obligations incurred by Payer before the termination date. As of the date of termination of this Payer Access Agreement, Payer shall promptly return to WellAware all written materials regarding WellAware's services including but not limited to Confidential Information. Termination shall not affect Payer's liability for any obligations incurred by Payer prior to the date of termination, and Payer shall continue to be responsible forservice fees payable to WellAware in accordance with Exhibit B.

8.4 Continuation of Services. WellAware shall provide Services until the expiration of the notice period. If this Payer Access Agreement terminates after a Covered Person has begun to receive health care services from WellAware, at the Payer's written request to WellAware, Well Aware shall continue to provide care and treatment to such Covered Person according to this Agreement until such care and treatment is completed; provided that: (i) all terms and conditions stated in this Payer Access Agreement shall apply to such continued services specifically including, without limitation, provisions requiring that Payer pay all service fees due WellAware. This Section shall survive termination of the Payer Access Agreement.

Article 9
Disputes

In the event that any dispute, claim, or controversy of any kind or nature relating to this Payer Access Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to further pursue resolution of the dispute, that party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notice of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about ERISA and employee benefit plan administration, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

Article 10
Miscellaneous

10.1 Relationship between Parties. The parties are independent contractors. Nothing in this Payer Access Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, partnership, agency, or joint venture.

10.2 Use of Names. WellAware may identify Payer in its client lists. WellAware and Payer shall not otherwise use the other's name, trademarks, or service marks without prior written approval, which may be granted or withheld in the other party's sole discretion.

10.3 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Payer Access Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Payer and WellAware acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Payer Access Agreement.

10.4 Governing Law. This Payer Access Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina regardless of choice- or conflict-of-law principals.

10.5 Notices. Any notice, demand, or communication required under this Payer Access Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses listed below. The addresses to which notices are sent may be changed by proper notice.

If to WellAware:
WellAware, LLC
Attention: Jessica M. Shuford
106 Canvasback Trail
Greenville, SC 29617

If to Payer:
Cliffs Communities, Inc.
Attention: Nancy Bratcher
3598 Highway 11
Travelers Rest, SC 29690

10.6 Compliance with Laws. The parties will each perform their obligations hereunder in compliance with all applicable laws, statutes, and regulations. Payer shall comply with and ensure the Plan complies with all applicable laws and regulations. WellAware shall obtain and maintain any applicable licenses or regulatory approvals necessary for it to perform its services under this Payer Access Agreement and shall materially comply with all applicable laws and regulations.

10.7 Renegotiation of this Payer Access Agreement. The parties shall renegotiate this Payer Access Agreement if either party would be materially adversely affected by continued performance as a result of: (i) a change in law or regulation; (ii) a requirement that either party comply with an existing law or regulation contrary to the party's prior reasonable understanding; or (iii) pursuant to Section 5.2.

The affected party must promptly notify the other party of the change or compliance requirement and its desire to renegotiate this Agreement. If a new agreement is not executed within sixty (60) days of the receipt of the renegotiation notice, the party adversely affected shall have the right to terminate this Payer Access Agreement upon thirty (30) days prior written notice to the other party. Any such notice of termination must be given within fifteen (15) days of the end of the sixty (60)-day renegotiation period.

10.8 Non-waiver. Nothing in this Payer Access Agreement is considered to be waived by either party unless the party claiming the waiver receives the waiver in writing signed by an authorized signatory. A waiver of one provision does not constitute a waiver of any other. The failure of either party to insist upon the strict observance or performance of any provision of this Payer Access Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy.

10.9 Independent Medical Judgment. Payer and WellAware both acknowledge and agree that Covered Persons' treating physician(s) and other health care providers, shall be solely responsible to provide treatment and/or services to Covered Persons and to make all decisions related to patient care and shall exercise their independent medical judgment as to all such matters. Nothing in this Payer Access Agreement shall be deemed to create any rights of WellAware, Payer, or any other person or entity to intervene in any manner with or otherwise interfere with the independent medical judgment of Covered Persons' health care providers with regard to treatment or utilization issues, nor shall it render WellAware, Payer, or any other person or entity responsible for the method or means by which any health care provider renders treatment or service to a Covered Person.

10.10 Survival of Terms. Any provisions of this Payer Access Agreement, or any attachments, which by their nature, extend beyond the expiration, or termination of this Payer Access Agreement, and those provisions that are expressly stated to survive termination, shall survive the termination of this Payer Access Agreement, and shall remain in effect until all such obligations are satisfied.

10.11 Counterparts. This Payer Access Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Payer Access Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

10.12 Force Majeure. Obligations under this Payer Access Agreement will be suspended for the duration of any force majeure applicable to a party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, terrorist action, weather-related disaster, earthquake, governmental action and unavailability or breakdown of equipment. A party claiming suspension under this section shall take reasonable steps to resume performance as soon as possible.

10.13 Entire Payer Access Agreement and Amendment. This Payer Access Agreement constitutes the entire agreement between the parties in regard to its subject matter and may be amended only by a written amendment executed by both parties. This Payer Access Agreement replaces any prior written or oral communications or understandings between the WellAware and Payer relating to the subject matter of this Payer Access Agreement. The parties agree to take such action as is necessary to amend this Payer Access Agreement from time to time as is necessary to comply with the requirements of HIPAA and other applicable federal and state privacy and consumer rights laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Payer Access Agreement on the date below.

WellAware, LLC
106 Canvasback Trail
Greenville, SC 29617

By Jessica M. Shuford

Print Name: Jessica M. Shuford

Print Title: Managing Member

Date 11/01/2009

Cliffs Communities, Inc.
3598 Highway 11
Travelers Rest, SC 29690

By Nancy Bratcher

Print Name Nancy Bratcher

Print Title HR Manager

Date 11/01/09

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Exhibit, as referenced in Section 5.3 of the Payer Access Agreement is between WellAware, LLC. ("Business Associate") and Cliffs Communities, Inc. (the "Plan Sponsor").

I. Definitions

A. Confidential Business Information. Proprietary information, including but not limited to, trade secrets, customer lists, or patented, trademarked, trade-named, service-marked or copyrighted material or other property belonging to a party performing under this Exhibit and the Agreement.

B. Designated Record Set. Has the meaning established for purposes of 45 C.F.R § 164.501, as amended from time to time, and includes currently a group of records maintained by or for a Covered Entity (as this term is defined by 45 C.F.R § 160.103) that is:

1. the medical records and billing records about individuals maintained by or for a covered health care provider;

2. the enrollment, payment, claims adjudication, and case or medical management records systems maintained by or for a health plan; or

3. used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

C. Effective Date. The requirements of this Exhibit shall become effective on the compliance date applicable to Covered Entity as required under the applicable HIPAA provisions. To the extent that any provisions are subject to the Security Standards set forth by 45 C.F.R. Parts 160, 162 and Part 164 Subchapter C, such provisions shall be effective April 20, 2005.

D. Electronic Protected Health Information ("EPHI"). Has the same meaning as the term "electronic protected health information" established for purposes of 45 C.F.R. § 160.103 as hereafter amended, and currently includes electronic protected health information that is created, received, transmitted or maintained in electronic media by or on behalf of the Plan.

E. Health Care Operations. Has the meaning established for purposes of 45 C.F.R § 164.501, as amended from time to time.

F. Individual. The person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative under 45 CFR § 164.502(g).

G. Plan. A Covered Entity's plan of health care coverage that contains the terms and conditions of coverage for health care services.

H. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

I. Protected Health Information ("PHI"). Has the meaning established for purposes of 45 C.F.R. § 160.103, as amended from time to time and includes any information:

1. that relates to the past, present or future physical or mental condition of the Individual; the provision of health care to the Individual; or the past, present or future payment for the provision of health care to the Individual;

2. that is transmitted or maintained by any electronic medium, including but not limited to, the Internet (wide-open), Extranet (using Internet Technology to link a business with information only accessible to collaborating parties), leased lines, dial up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media; or

3. that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and constitutes individually identifiable health information as defined by and established for purposes of 45 C.F.R § 160.103, as amended from time to time.

J. Security Incident. Has the meaning established for purposes of 45 C.F.R § 164.304, as amended from time to time and currently means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an informative system.

K. Security Rule or Security Standards. Will mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. part 160 and 164, subparts A and c.

Unless otherwise specified in this Exhibit and the Agreement, all capitalized terms in this section not otherwise defined have the meaning established for purposes of 45 C.F.R Parts 160, 162 and 164, as amended from time to time.

II. Protected Health Information and Confidential Business Information

A. Protected Health Information. To the extent that Business Associate creates or receives Protected Health Information ("PHI") from Covered Entity, or on Covered Entity's behalf, both parties agree that Business Associates and its employees, subcontractors or representatives needing access to such information may use and disclose PHI it receives from Covered Entity or on behalf of Covered Entity to administer the Plan, perform under this Exhibit and the Agreement, and for Health Care Operations, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

1. Additional Permissible Uses. Unless otherwise limited herein, Business Associate may:

a. use the PHI in our possession for its management and administration or to fulfill any present or future legal responsibilities;

b. disclose the PHI in its possession to third parties for the purpose of our management and administration or to fulfill any present or future legal responsibilities; provided, however, that the disclosures are required by law or that the Business Associate has received from the third party written assurances that:

(i) the information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and

(ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached;

c. use and disclose PHI to report violations of law to appropriate Federal and State authorities, as permitted or required by law;

d. aggregate the PHI as permitted by HIPAA;

e. de-identify any and all PHI provided that the information is de-identified in accordance with HIPAA. De-identified information does not constitute PHI and is not subject to the terms and conditions of this Exhibit and the Agreement. De-identified information may be used by Business Associate for research, creating comparative databases, statistical analysis, or other studies, and is considered by Business Associate to be its Confidential Business Information;

f. use or disclose PHI for research, as defined under the privacy regulations issued pursuant to HIPAA including, but not limited to, projects for therapeutic outcomes research, and for epidemiological studies. Business Associate may obtain and maintain, on behalf of Covered Entity, any consents, authorizations or approvals that may be required by the applicable federal or state laws and regulations for use or disclosure of PHI for such purposes. The parties will maintain the confidentiality of such information as it relates to any Individual, provider or the Covered Entity's business. Any research, including any databases, analyses, and studies related thereto are considered by Business Associate to be its Confidential Business Information; or

g. create, receive, use, or disclose limited data sets as permitted under HIPAA, provided however, that Business Associate agrees that use of the limited data set will be limited to research, Health Care Operations or public health purposes and that it shall:

(i) not use or further disclose the limited data set other than as agreed upon;

(ii) use appropriate safeguards to prevent use or disclosure of the limited data set other than as agreed upon;

(iii) report to the Covered Entity any use or disclosure of the limited data set not provided for by this Agreement of which it becomes aware;

(iv) ensure that any of the Business Associate's agents, including a subcontractor, to whom Business Associate provides the limited data set, agrees to the same restrictions and conditions that apply to the limited data set recipient with respect to such information; and

(v) not identify the limited data set or contact any Individual who is the subject of the PHI contained in the limited data set.

These limited data sets are considered by Business Associate to be its Confidential Business Information. Business Associate may also disclose limited data sets to Covered Entity and Covered Entity's vendors at Covered Entity's direction subject to the recipient's agreement to abide by the requirements of II.A.1.g (i) through (v).

B. Business Associate's Obligations. Both parties agree that Business Associate shall:

1. not use or further disclose the PHI other than as permitted by this Exhibit and the Agreement or required by law;

2. use administrative, physical, and technical safeguards to prevent use or disclosure of PHI or EPHI other than as permitted or required by this Exhibit and the Agreement;

3. report to Covered Entity any use or disclosure of any PHI or EPHI of which Business Associate becomes aware that is not permitted by this Exhibit and the Services Agreement;

4. ensure that any subcontractor or agent of Business Associate to whom Business Associate provides any PHI or EPHI agrees to the same restrictions and conditions that apply to Business Associate with regard to the use and/or disclosure of PHI or EPHI pursuant to this section;

5. upon request by Covered Entity, make available to Covered Entity, or as directed by Covered Entity, to the Individual, such PHI contained in a Designated Record Set maintained by Business Associate as necessary to allow Covered Entity to respond to a request for access to PHI as required by HIPAA;

6. incorporate any amendments or corrections to the PHI in Business Associate's possession that constitutes a Designated Record Set maintained by Business Associate as necessary to comply with HIPAA;

7. document disclosures of PHI in the same manner as would be required of Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI as required by HIPAA;

8. make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of U.S. Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with HIPAA; and

9. except as provided for herein, or as required by law, upon termination of this Exhibit and the Agreement, return to Covered Entity or destroy the PHI and retain no copies in any form, if feasible. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate agrees to extend the protections, limitations and restrictions of this section to such PHI retained to the purposes that make the return or destruction of the PHI infeasible, for as long as Business Associate maintains such PHI.

C. Covered Entity's Obligations. Covered Entity agrees to:

1. be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Exhibit and the Agreement, in accordance with the standards and requirements of HIPAA, until such PHI is received by Business Associate;

2. if applicable, amend Plan documents to include specific provisions to restrict the use or disclosure of PHI to an employer plan sponsor and to ensure adequate procedural safeguards and accounting mechanisms for such uses or disclosures, in accordance with the HIPAA privacy regulation;

3. obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior to furnishing Business Associate the PHI;

4. forward to Business Associate any requests for access to, or an accounting of disclosure of PHI that is part of a Designated Record Set in such a timely manner that permits compliance with the response time frames

for such requests. If the Covered Entity does not forward the request to Business Associate in a timely manner, Covered Entity will be responsible for issuing an extension notice to the requestor of the PHI;

5. notify Business Associate of any limitation(s) in, or revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Should such limitations or revisions materially increase Business Associate's cost of providing services under this Exhibit and the Agreement, Covered Entity shall reimburse Business Associate for such increase in cost;

6. in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a); Covered Entity agrees not to provide Business Associate any PHI that is subject to any arrangements or restrictions, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for by HIPAA, that may limit Business Associate's ability to use and/or disclose PHI under this Exhibit and the Agreement unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees to honor the limitation. Should such limitations or revisions materially increase Business Associate's cost of providing services under this Exhibit and the Agreement, Covered Entity shall reimburse Business Associate for such costs as mutually agreed to by the parties;

7. regardless of 45 C.F.R. § 164.522, provide Business Associate with the appropriate kind and amount of information, which may include PHI, in order for the Business Associate to properly perform pursuant to this Exhibit and the Agreement.

D. Indemnification. In addition to any other indemnification obligations provided in the Agreement or pursuant to applicable law, Covered Entity agrees to defend, indemnify and hold harmless Business Associate against any and all claims, expenses (including reasonable attorney's fees), liabilities, judgments or damages asserted against, imposed upon or incurred by Business Associate that arise out of any violation of this Exhibit and the Agreement or any inappropriate use or disclosure of PHI or information derived therefrom by Covered Entity or any third party to whom Covered Entity provides such PHI.

E. Confidential Communications. Business Associate agrees to accommodate a reasonable request by an Individual or on behalf of Covered Entity to receive communication of PHI by an alternative means or alternative locations and document those alternative means or alternative locations pursuant to 45 C.F.R. § 164.522 (b), in a prompt and reasonable manner consistent with the HIPAA regulations).

EXHIBIT B

WELLAWARE, LLC FEE SCHEDULE

I. Fees. All fees for the WellAware Services provided under this Payer Access Agreement shall be as set forth in this Exhibit B.

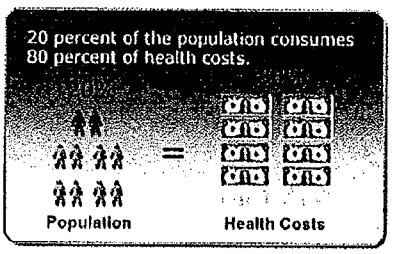
$4.00 per capita, monthly – current, active associates enrolled in the Payer's plan

Wellware

Executive Summary

Disease Management (DM) is an approach to patient care that seeks to limit "preventable" adverse medical events by maximizing patient adherence to prescribed treatments and health-promoting behaviors. For patients with chronic diseases, the anticipated benefits of DM include superior clinical outcomes; improved functional capacity and quality of life; lower health care costs; reduced need for hospitalization, surgery or other invasive care; and greater access to care. DM differs in part from traditional case management in that DM focuses on providing preventive care and education for people with chronic illnesses, and utilizes population-based evidence to aid in "plan of care" decisions made by providers and patients, whereas case management focuses on making individual treatment decisions.

Although only 15 percent to 20 percent of the population has one or more chronic medical conditions, this segment of the workforce accounts for a majority of health care costs.
Not included in that large amount are the indirect costs of absenteeism, declines in productivity, worker's compensation, training and replacement expenses that are estimated to be three times direct costs! These human and economic costs may only get worse as greater numbers of baby boomers reaches 50-plus years -- the age when most people develop at least one chronic condition.



Goal = Integrate disease management and health and wellness.

The chronic conditions that account for the majority of your claim costs:

- Diabetes
- Hypertension
- Coronary Artery Disease
- Congestive Heart Failure
- COPD
- Asthma

How does Disease Management work?
The Disease Management program is based upon skilled nurse educators delivering evidence-based information in a one-on-one or group setting to plan members. **As a result, plan members' compliance with their treatment plans improves...and so do employer savings.** The combination of the right medical content and a strong partnership between an informed plan member and a physician-directed health care team make a difference to your employees' health and your bottom line. **The result—responsible, empowered members.**
The time to save money is before you spend it. If your employees get the right care, at the right time, in the right place, they will not only feel better, you'll save money. It's a win-win for plan members AND plan sponsors.

WellAware, LLC

WellAware, LLC
106 Canvasback Trail
Greenville, SC 29617

(864)569-9937
jshuford@wellawaredm.com

Invoice

DATE	INVOICE #
02/28/2011	1018
TERMS	**DUE DATE**
Net 30	03/31/2011

BILL TO

Cliffs Communities, Inc.
3598 Highway 11
Travelers Rest, SC 29690

AMOUNT DUE	ENCLOSED
$1,600.00	

Please detach top portion and return with your payment.

Activity	Amount
• Disease Management - February (400)	1,600.00
TOTAL	**$1,600.00**

WellAware, LLC

WellAware, LLC
106 Canvasback Trail
Greenville, SC 29617

(864)569-9937
jshuford@wellawaredm.com

Invoice

DATE	INVOICE #
04/01/2011	1019
TERMS	**DUE DATE**
Net 30	05/01/2011

BILL TO

Cliffs Communities, Inc.
3598 Highway 11
Travelers Rest, SC 29690

AMOUNT DUE	ENCLOSED
$1,600.00	

Please detach top portion and return with your payment.

Activity	Amount
• Disease Management - March (400)	1,600.00
TOTAL	$1,600.00

WellAware, LLC

WellAware, LLC
106 Canvasback Trail
Greenville, SC 29617

(864)569-9937
jshuford@wellawaredm.com

Invoice

DATE	INVOICE #
05/01/2011	1021
TERMS	**DUE DATE**
Net 30	05/31/2011

BILL TO

Cliffs Communities, Inc.
3598 Highway 11
Travelers Rest, SC 29690

AMOUNT DUE	ENCLOSED
$1,212.00	

Please detach top portion and return with your payment.

Activity	Amount
• Disease Management - April (303)	1,212.00
TOTAL	**$1,212.00**

WellAware, LLC

WellAware, LLC
106 Canvasback Trail
Greenville, SC 29617

(864)569-9937
jshuford@wellawaredm.com

Invoice

DATE	INVOICE #
06/01/2011	1022
TERMS	**DUE DATE**
Net 30	07/01/2011

BILL TO

Cliffs Communities, Inc.
3598 Highway 11
Travelers Rest, SC 29690

AMOUNT DUE	ENCLOSED
$1,284.00	

Please detach top portion and return with your payment.

Activity	Amount
• Disease Management - May (321)	1,284.00
TOTAL	**$1,284.00**

WellAware, LLC

WellAware, LLC
106 Canvasback Trail
Greenville, SC 29617

(864)569-9937
jshuford@wellawaredm.com

Invoice

DATE	INVOICE #
07/01/2011	1023
TERMS	**DUE DATE**
Net 30	07/31/2011

BILL TO

Cliffs Communities, Inc.
3598 Highway 11
Travelers Rest, SC 29690

AMOUNT DUE	ENCLOSED
$1,284.00	

Please detach top portion and return with your payment.

Activity	Amount
• Disease Management - June (321)	1,284.00
TOTAL	$1,284.00

WellAware, LLC

WellAware, LLC
106 Canvasback Trail
Greenville, SC 29617

(864)569-9937
jshuford@wellawaredm.com

Invoice

Date	Invoice #
01/01/2012	1031
Terms	**Due Date**
Net 30	01/31/2012

Bill To

Cliffs Communities, Inc.
3598 Highway 11
Travelers Rest, SC 29690

Amount Due	Enclosed
$996.16	

Please detach top portion and return with your payment.

Activity	Amount
• Past-due fees are subject to a surcharge of 2% per month of the outstanding past due balance per section 3.1 of Payer Access Agreement. Invoice # 1018 ($1600.00 x .02 x 9 months = $288.00) Invoice # 1019 ($1600.00 x .02 x 8 months = $256.00) Invoice # 1021 ($1212.00 x .02 x 7 months = $169.68) Invoice # 1022 ($1284.00 x .02 x 6 months = $154.08) Invoice # 1023 ($1284.00 x .02 x 5 months = $128.40)	996.16
Total	$996.16

WellAware, LLC

WellAware, LLC
106 Canvasback Trail
Greenville, SC 29617

(864)569-9937
jshuford@wellawaredm.com

Statement

DATE	statement #
01/01/2012	1003

TO
Cliffs Communities, Inc. 3598 Highway 11 Travelers Rest, SC 29690

AMOUNT DUE	ENCLOSED
$7,976.16	

Please detach top portion and return with your payment.

Date	Activity	Amount	Open Amount
02/28/2011	Invoice #1018: Due 03/31/2011.	1,600.00	1,600.00
04/01/2011	Invoice #1019: Due 05/01/2011.	1,600.00	1,600.00
05/01/2011	Invoice #1021: Due 05/31/2011.	1,212.00	1,212.00
06/01/2011	Invoice #1022: Due 07/01/2011.	1,284.00	1,284.00
07/01/2011	Invoice #1023: Due 07/31/2011.	1,284.00	1,284.00
01/01/2012	Invoice #1031: Due 01/31/2012.	996.16	996.16

CURRENT DUE	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	90+ DAYS PAST DUE	AMOUNT DUE
$996.16	$0.00	$0.00	$0.00	$6,980.00	$7,976.16

THE BAIN GROUP, PLLC
ATTORNEYS AT LAW
8301 University Executive Park Drive
Suite 120, Charlotte, NC 28262

RECEIVED

APR 26 2012

BMC GROUP

BMC Group, Inc.
Attn: Cliffs ClaimProcessing
PO Box 3020
Chanhassen, MN 55317-3020