UNITED STATES BANKRUPTCY COU DISTRICT OF SOUTH CAROLINA		OOF OF CL	MIA	Your Claim is Scheduled As Follows: Schedule/Claim ID: \$13119	
Name of Debtor: The Cliffs Valley Golf & Country Club, LLC	Case No 12-012		•	AMOUNT/CLASSIFICATION: \$8,000.00 UNSECURED (CONTINGENT)	
NOTE: See reverse and attached for List of Debtors/Case Numb 503(b)(9), this form should not be used to make a claim for Admicase. A "request" for payment of an administrative expense may	nistrative Expenses arising a	after the commencemen	I.S.C. § It of the		
Name of Creditor (the person or other entity to whom the debtor owes money or property) :			The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have		
Name and address where notices should be sent: 29347866005880	R	RECEIVED		no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.	
Wasatonic, John 119 Sanderling Drive	M	AY 3 0 2012		If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed except as provided in the accompanying bar date notice.	
Greenville, SC 29607 BMC GROUP)	If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.		
Creditor Telephone Number (%64 287 866) ema	il: Jack + Wasato	nic O sadedo	GIF. (A	THIS SPACE IS FOR COURT USE ONLY	
Name and address where payment should be sent (if	f different from above):	Check box if you aware that anyone else filed a proof of claim in your claim. Attach constatement giving parties	are se has relating to opy of	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known):	
Payment Telephone Number () ema	ail:	1		Filed on:	
1. AMOUNT OF CLAIM AS OF DATE CASE FILED If all or part of your claim is secured, 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.					
2. BASIS FOR CLAIM: (See instruction #2)	led				
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:					
(See in	nstruction #3a)		(See inst	ruction #3b)	
SECURED CLAIM: (See instruction #4) Check the appropriate box if your claim is secured by a lien on pright of set off, attach required redacted documents, and provide requested information.		nt of arrearage and oth led, included in secur			
Nature of property or right of setoff: Describe:		Basis for Perfection:			
Real Estate Motor Vehicle Other Amount of Secured Claim: \$		·			
Value of Property: \$					
Annual Interest Rate: %					
5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or 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 administrative expense or priority and state the amount.					
Amount entitled to priority: \$		ount entitled to admini ense under 11 U.S.C. (: \$	
You MUST specify the priority of the claim:	_	,			
Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).			
services for personal, family, or household use -11 U.S.C. § 507(a)(7).		_		enefit plan - 11 U.S.C. § 507(a)(5). graph of 11 U.S.C. § 507(a) ().	
Wages, salaries, or commissions (up to \$11,725*), earned velocities of the bankruptcy petition or cessation of the dewhichever is earlier - 11 U.S.C. § 507(a)(4).		Value of goods recei bankruptcy filing - 11		debtor within 20 days before the date of the 03(b)(9).	
* Amounts are subject to adjustment on 4/1/13 and every 3 years	thereafter with respect to ca	ses commenced on or a	after the da	Cliffs POC te of adjustment.	
6. CREDITS: The amount of all payments on this claim	n has been credited for th	ne purpose of makin	g this pro	of of claim. (See instruction #6)	

7. DOCUMENTS: Attached are redacted copies of documents that	support the claim, such as promissory notes, purchase orders, invoices, itemized				
	, and security agreements. If the claim is secured, box 4 has been completed, and				
	a security interest are attached. (See instruction #7, and definition of "redacted").				
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.					
If the documents are not available, please explain:					
DATE-STAMPED COPY: To receive an acknowledgment of to envelope and copy of this proof of claim.	ne filing of your claim, enclose a stamped, self-addressed				
	nt by mail or hand delivered (FAXES OR EMAIL NOT ACCEPTED) so that it is e on May 31, 2012 for Non-Governmental Claimants OR on or before 4:00 pm Claimants.				
BY MAIL TO:	BY MESSENGER OR OVERNIGHT DELIVERY TO:				
BMC Group, Inc	BMC Group, Inc				
Attn: Cliffs Claims Processing	Attn: Cliffs Claims Processing				
PO Box 3020	18675 Lake Drive East				
Chanhassen, MN 55317-3020	Chanhassen, MN 55317				
Check the appropriate box. 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 3005.)				
I declare under penalty of perjury that the information providedin this claim is true	and correct to the best of my knowledge, information, and reasonable belief.				
Print Name: JOHN J. Wasatonic	·)				
Title: Attorney	- 100/10 - 100/10 - 100/10				
Company: Sealed Arr Corporation	John & Wasdown 3/27/12				
Address and telephone number (if different from notice address above):	(Signature) (Date)				
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Telephone number: email:					
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment	or up to 5 years or both 18 U.S.C. && 152 and 3571				
	- · · · · · · · · · · · · · · · · · · ·				

LIST OF DEBTORS:

Case Name	Case Nbr
The Cliffs Club & Hospitality Group, Inc.	12-01220
CCHG Holdings, Inc.	12-01223
The Cliffs at Mountain Park Golf & Country Club, LLC	12-01225
The Cliffs at Keowee Vineyards Golf & Country Club, LLC	12-01226
The Cliffs at Walnut Cove Golf & Country Club, LLC	12-01227
The Cliffs at Keowee Falls Golf & Country Club, LLC	12-01229
The Cliffs at Keowee Springs Golf & Country Club, LLC	12-01230
The Cliffs at High Carolina Golf & Country Club, LLC	12-01231
The Cliffs at Glassy Golf & Country Club, LLC	12-01234
The Cliffs Valley Golf & Country Club, LLC	12-01236
Cliffs Club & Hospitality Service Company, LLC	12-01237

Basis for Claim:

We, John J. and Patricia A. Wasatonic first purchased property in the Cliffs Valley – Lot G-20 – in March of 1997. As part of the purchase contract, we bought a "Valley A" membership (Valley A Social Athletic and Valley A Athletic (golf)) for \$10,000 under the conditions set forth in the Cliffs Valley By-Laws in effect at that time. The By-Laws provided that, inter alia, at the time of transferring the membership in conjunction with the sale of the real estate, we would be entitled to a receive a refund equal to the greater of (a) the original amount of initiation deposit paid or (b) eighty percent (80%) of the membership fees being charged to the new member (purchaser) for the same category of membership.

In February, 2002, we sold Lot G-20 and purchased Lot D-16, which we currently owned. As part of the sale transaction, we sold our Valley A membership to the purchaser and purchased the Valley A membership of the seller or Lot D-16. By express agreement with the Cliffs, we attached the original Valley SA (Social Athletic) membership to D-16 and retained all refund provisions with this membership as outlined in the Cliffs Master Membership program documents see attached Exhibit A summarizing the transaction. As stated in Exhibit A, the refunds due to use were at that time were \$10,000 (Valley SA) and \$40,000 (Valley A) and, as I understand it, these were used to purchase the membership attached to D-16. Furthermore, this purchase was subject to the club by-laws and regulations, as modified June 1, 1999 (see attached Exhibit B, pages 13 and 14) and Exhibit C, which by-laws and regulations included the refund provisions (a) and (b) outlined above. Accordingly, the original refund provisions were applied to the D-16 membership and that contractual obligation on the part of the Cliffs has remained in full force and effect. We have repeatedly relied on that obligation in deciding whether to retain the Valley A membership and our ownership in the property, particularly as the value of the membership regularly increased in years subsequent to 2002.

It is my understanding that, under the Chapter 11 plan filed by the debtors, that contractual obligation will be eliminated, resulting in the loss of this valuable asset to us. Accordingly, we claim as follows:

1) Compensation to us in the amount of \$40,000 as consideration for the elimination of the refund obligation. This is 80% of the amount we paid for the Valley SA and A memberships in 2002 (Exhibits C and D) and also 80% of the initiation fee that the Club Operator currently plans to charge for the golf membership (see attached Exhibit E – pages 9 and 10 of Part 3 of Exhibit 2 attached to the Joint Chapter 11 Plan Filed By The Debtors And The Plan Sponsor on May 22, 2012. (Should this amount be awarded to us, we agree to waive any right to any refund at the time of sale of Lot D-16.); or, in the alternative.

2) that the court issue a writ mandating that the successor in interest (presumably the Club Operator or Plan Sponsor) honor the original contractual obligation to refund to us, at the time of sale of Lot D-16, 80% of the golf membership fee charged to the purchaser by the successor in interest for an equivalent golf membership.

Respectfully submitted, John J. Wasatonic Patricia A. Wasatonic May 29, 2012

MEMBERSHIP ADDENDUM

This addendum shall serve as official record of membership agreements with John and Patricia Wasatonic; and Denny and Nancee Currier in conjunction with property transfers at Cliffs Valley. It is understood that Denny and Nancee Currier are purchasing CV G20 from John and Patricia Wasatonic. Denny and Nancee Currier will be purchasing a Valley SA membership and the VA membership held by John and Patricia Wasatonic. The Valley SA membership fees paid will be \$10,000.00 and the Valley A membership fees paid will be \$40,000.00. John and Patricia Wasatonic are purchasing CV D16 from Michael and Susan Payne, and will be purchasing a Valley SA membership and the VA membership held by Michael and Susan Payne. The Valley SA membership fees paid will be \$10,000.00 and the Valley A membership fees paid will be \$40,000.00. There will be a simultaneous closing of these property transfers. Pursuant to this, John and Patricia Wasatonic will attach the new Valley SA membership and the new VA membership purchased with D16 to G20. In this regard, the refunds due to John and Patricia Wasatonic are \$10,000.00 (Valley SA) and \$40,000.00 (Valley A). John and Patricia Wasatonic will attach their original Valley A membership to D16 and retain all refund provisions with this membership as outlined in the Cliffs Master Membership program documents. The Valley SA membership and the Valley A membership purchased by Denny and Nancee Currier shall be recorded as 100% initiation deposit, and therefore providing for a 100% refund of membership fees paid in the event of a future resale of G20. As evidenced by signatures below, the parties agree to a full understanding of said membership transactions outlined herein.

Date

Cathy Huffman

Director of Membership

The Cliffs Golf & Country Clubs

Date

John Wasatonic

Patricia Wasatonic

CLIFFS VALLEY GOLF & COUNTRY CLUB, INC.

250 Knights Bridge Road Travelers Rest, SC 29690 864-836-4653

CONSTITUTION AND BYLAWS RULES AND REGULATIONS

January 1999

Cliffs Valley Golf & Country Club, Inc. is privately owned. The Club is operated by The Cliffs Golf Management Group, Inc.

THE CLIFFS VALLEY GOLF AND COUNTRY CLUB, INC. TABLE OF CONTENTS

ARTICLE I.	NAME, OWNERSHIP RIGHTS, CLUB STRUCTURE	1
ARTICLE II.	MEMBERSHIP ELIGIBILITY, LIABILITY,	
	AVAILABILITY AND CLASSIFICATIONS	
	SECTION I - GENERAL	2
	SECTION II - LIABILITY	2
	SECTION III - ELIGIBILITY	
	SECTION IV - AVAILABILITY OF MEMBERSHIP	2
	SECTION V - MEMBERSHIP CLASSIFICATIONS	3
	SECTION VI - MULTIPLE PROPERTY OWNERS	
ARTICLE III.	MEMBERSHIP LIMITATIONS	
ARTICLE IV.	MEMBERSHIP ADD-ON PRIVILEGE	7
ARTICLE V.	MEMBERSHIP RECIPROCAL PRIVILEGE	8
ARTICLE VI.	MEMBERSHIP FAMILY PRIVILEGES	9
ARTICLE VII.	MEMBERSHIP FEES, DUES, AND CHARGE PRIVILEGES	
	SECTION I - MEMBERSHIP FEES	10
· •	SECTION II - DUES	
	SECTION III - MEMBERSHIP CARDS/ACCOUNTS/	
	CHARGE PRIVILEGES	12
ARTICLE VIII.	MEMBERS' FINANCIAL RESPONSIBILITIES	
	AND INDEBTEDNESS	12
ARTICLE IX.	TRANSFER, CHANGE OF MEMBER DESIGNEE,	
	RESIGNATION OR REVOCATION OF MEMBERSHIP	13
	SECTION I - TRANSFER OF MEMBERSHIP	13
•	SECTION II - CHANGE OF MEMBER DESIGNEE	15
	SECTION III - RESIGNATION OF MEMBER	16
	SECTION IV - REVOCATION OR RECALL OF	
·	MEMBERSHIP	17
ARTICLE X.		18
ARTICLE XI.	MEMBERSHIP YEAR	19
ARTICLE XII.	GUESTS	19
	SECTION I - DAY GUESTS	
	SECTION II - CORPORATE GUESTS	20
	SECTION III - HOUSE GUESTS	
	SECTION IV - LESSEE PRIVILEGES	
	SECTION V - OTHER GUEST USAGE AND PRIVILEGES	
ARTICLE XIII.	DISCIPLINE OF MEMBERS	23
ARTICLE XIV.	PERSONAL INJURY, LOSS OR DESTRUCTION	
	OF PROPERTY	25
ARTICLE XV.	TRANSFER OF CLUB OR CLUB FACILITIES	
	SECTION I - SALE OF CLUB TO A THIRD PARTY	
	SECTION II - SALE OF CLUB TO THE MEMBERS	
	SECTION III - DISSOLUTION OF THE CLUB	
ADTICLE VIII	ADVISORY ROAPD	27

- G. If payment of a delinquent account is not received within thirty (30) days of the date of billing, the Club reserves the right to formally suspend the Member until the delinquent Club account is settled, and paid in full.
- H. Continued delinquency for a period of forty-five (45) days from the date of billing may result in formal expulsion, or termination of the membership. This process is at the sole discretion and authority of the Club Ownership.
- I. The Club reserves the right to take whatever action it deems necessary to collect in full the amount owed on delinquent Members' accounts. If the Club commences any legal action to collect, the delinquent Member will be liable for all costs and expenses incurred by such legal action.
- J. If payment of the delinquent account is received in full prior to the official termination of the Membership, the Member may be reinstated as a Member in good standing. The payment of a reinstatement fee as determined by the Club will be due at this time.
- K. The Club reserves the right to require Members to provide a credit card, check or cash deposit as security for payment of a club account. All club charges which are outstanding after the required payment period, may be processed against the credit card, check or cash deposits.

ARTICLE IX. TRANSFER, CHANGE OF MEMBER DESIGNEE, RESIGNATION OR REVOCATION OF MEMBERSHIP

SECTION I. TRANSFER OF MEMBERSHIP

A Member may transfer his membership only through the Club. A Member shall not otherwise, sell, pledge, hypothecate, assign, transfer or encumber his/her membership except in accordance with these Membership policies. The transfer of a club membership is prohibited by any classification of Member, except VALLEY CHARTER and VALLEY A MEMBERSHIPS, in accordance with the following provisions:

- A. Valley Charter and Valley A Members retain the right to transfer their membership to a subsequent purchaser of their property within thirty (30) days of the transfer of property ownership (real estate closing). The transfer must be handled through the Club management or membership office.
- At the time of the membership transfer, the current Valley Charter or Valley A Member resigns the membership from the club. The membership is then repurchased by the Club, and it is reissued to the subsequent buyer of the property, who becomes the new Member.

- C. At the time of the transfer, the Valley Charter or Valley A Member who is resigning is entitled to receive the greater of:
 - (a) the original amount of initiation deposit paid at the time he/she joined as a Member, or;
 - (b) eighty percent (80%) of the membership fees (initiation deposit portion) being charged to the new Member for the same category of membership.
- D. Valley Charter Members who do not transfer their membership to a subsequent purchaser of their property may tender their resignation to the club and be eligible for a refund as provided for in the Club By-laws, Article IX, Section III. Valley A Members who do not transfer their membership to a subsequent purchaser of their property, shall tender their resignations to the Club, and be eligible for refund as provided for in the Club By-laws, Article IX, Section III.
- E. A formal written letter of resignation and/or a membership addendum which outlines the membership transfer must be processed before the transfer and reissuance of a Valley Charter or Valley A Membership is finalized.
- F. The new Member must submit a completed application form and enrollment form with the appropriate fees before a new Membership card and account number is processed.
- G. All account balances owed by the Valley Charter or Valley A Member must be paid in full before the Club will acknowledge or finalize the transfer of membership.
- H. Resigning Members must return their membership card(s), and return any locker key(s) before the membership transfer is considered finalized.
- I. Upon return of the resigning Members' cards and locker keys, and upon complete satisfaction of any outstanding account balances, the resigning Member(s) shall be issued any refund due associated with the membership transfer.
- J. Any difference between the fees paid by the new Member and the amount which the former Member receives is retained by the Club.
- K. A Valley Charter or Valley A Membership may not be transferred to another property owner within the communities, unless the transaction involves the exchange of property between the two property owners as outlined above. A Valley Charter or Valley A Membership may not be transferred to any individual who is not a property owner within The Cliffs Valley community.



THE CLIFFS GOLF AND COUNTRY CLUB, INC. VALLEY A ENROLLMENT FORM

This is to certify that John and Patricia Wasatonic have made application for The membership membership in the CLIFFS GOLF AND COUNTRY CLUB. classification applied for is Valley A membership. It is acknowledged that the applicant has submitted a payment of Forty thousand dollars (\$40,000). The following is the scheduled due dates and amounts of future payments:

Due at Closing

By signing this form, the Member(s) acknowledges, as a matter of record, the type of Membership classification, and its privileges, and the refund value of initiation deposit paid in the event of resignation or transfer of membership. Furthermore, the Member(s) has received a copy of the club by-laws, rules and regulations, as modified June 1, 1999, and has an understanding of the same.

Valley A MEMBERSHIP CLASSIFICATION: W19 MEMBERSHIP ACCOUNT NUMBER: \$40,000 **INITIATION DEPOSIT PAID:**

\$40,000 TOTAL FEES PAID: D/16

PROPERTY REFERENCE:

Member Signature

Cathy Huffman

(864) 895-0222 • Fax (864) 895-0230

Director of Membership The Cliffs Golf & CC, Inc. Date

Membe

Mimsy DeMars

Membership Services Coordinator

The Cliffs Golf & CC, Inc.



THE CLIFFS GOLF AND COUNTRY CLUB, INC. VALLEY SOCIAL ATHLETIC MEMBERSHIP ENROLLMENT FORM

This is to certify that **John and Patricia Wasatonic** have purchased a Valley Social Athletic Membership, in conjunction with purchase of property at The Cliffs Valley Community. It is acknowledged that he/she has submitted membership fees in the amount **Ten thousand dollars (\$10,000)**. It is further agreed that the member(s) understand the membership classification purchased, its privileges and benefits, and refund values associated with a resignation from the club, as outlined in the Cliffs Golf & Country Clubs constitution and by-laws, rules and regulations as modified June 1, 1999.

(For office use only)
MEMBERSHIP CLASSIFICATION
MEMBERSHIP ACCOUNT NUMBER
INITIATION DEPOSIT PAID
TOTAL FEES PAID
CLOSING DATE:

Valley Social Athletic W19 \$10,000 \$10,000 February 2, 2002

Date

Member Signature

Cathy Huffman

Director of Membership The Cliffs Golf & CC, Inc. Member Signature

Date

Mimsy DeMars

Membership Services Coordinator

The Cliffs Golf & CC, Inc.



Exhibit E

HISTORIC MEMBER ADDENDUM

Application and Membership Agreement

This Historic Member Addendum is a part of the undersigned Applicant's Application and Membership Agreement to acquire the Purchased Membership, and all capitalized terms used herein shall have the meaning ascribed to such terms in such Application and Membership Agreement and/or the other Membership Documents. To the extent there is any inconsistency between the terms of this Historic Member Addendum and the terms of the other Membership Documents, the terms of this Historic Member Addendum shall supersede any such inconsistent terms in the other Membership Documents.

This Historic Member Addendum includes certain provisions that are applicable to the Applicant, resulting from the Applicant's election, in connection with the bankruptcy of the Prior Clubs, to acquire the Purchased Membership, and the provisions included herein shall be incorporated into and become part of the Applicant's Application and Membership Agreement.

- 1. <u>Categories of Membership</u>. Each of the Cliffs Clubs will offer, among other classifications of Membership, the following classifications of Membership: Golf Memberships; Sports Memberships; and Wellness Memberships. The Cliffs Clubs will also offer various sub-classifications within each of the above-described classifications of Membership, as described in the Membership Plan.
 - a. <u>Transfers by Golf Members</u>. Historic Active Members and Historic Resigned Members who held a Cliffs Golf Membership or Cliffs Charter Membership at the Prior Clubs will be permitted to acquire, upon payment of the applicable Transfer Fee, a Golf Membership with an Active Golf subclassification. Notwithstanding the foregoing: (i) a Flex Golf sub-classification will be available for those who qualify as a Non-Resident Member as defined in the Membership Plan; and (ii) a limited number of downgrades to the Home Golf sub-classification will be permitted to those who request such downgrade at the time of submitting their Application and Membership Agreement, which downgrades

Case 12-01220-jw Doc 365-4 Filed 05/22/12 Entered 05/22/12 20:21:41 Desc Exhibit 2 (Part 3 of 3) Page 10 of 21

will be limited with respect to each Cliffs Club to five percent (5%) of the total number of Historic Active Members and Historic Resigned Members who acquire a Golf Membership at such Cliffs Club (other than a Flex Golf sub-classification), and will be awarded based upon the time and date the Application and Membership Agreement (with applicable Transfer Fee) has been submitted to the Club Operator, on a first submitted, first awarded basis. Historic Active Members and Historic Resigned Members who request to downgrade to a Home Golf sub-classification upon submission of their Application and Membership Agreement (with applicable Transfer Fee) and are not awarded a downgrade upon becoming a Member due to the five percent (5%) cap, will be placed on a downgrade waiting list and be permitted to downgrade to a Home Golf sub-classification effective as of a subsequent calendar year pursuant to the terms and conditions set forth in the Membership Plan, and their priority on such downgrade waiting list will be determined based upon the time and date the Application and Membership Agreement (with applicable Transfer Fee) was submitted to the Club Operator, on a first submitted, first awarded basis.

- b. <u>Transfers by Family Members</u>. Historic Active Members and Historic Resigned Members who held a Cliffs Family Membership at the Prior Clubs will be permitted to acquire, upon payment of the applicable Transfer Fee, a Sports Membership with either an Active Sports subclassification or General Sports sub-classification; provided, however, that a Limited Sports subclassification will be available for those who qualify as a Non-Resident Member as defined in the Membership Plan.
- c. <u>Transfers by Wellness Members</u>. Historic Active Members and Historic Resigned Members who held a Cliffs Wellness Membership at the Prior Clubs will be permitted to acquire, upon payment of the applicable Transfer Fee, a Wellness Membership with an Active Wellness subclassification.

Any Historic Active Member or Historic Resigned Member who held a classification of membership in the Prior Clubs at The Cliffs at High Carolina Golf & Country Club and acquires a Membership in the Cliffs Clubs would obtain a Membership at The Cliffs at Walnut Cove Golf & Country Club.

2. <u>Initiation Fees/Transfer Fees</u>. The Club Operator currently anticipates charging the following Initiation Fee for membership at the Cliffs Clubs:

Category of Membership	Initiation Fee
Golf Membership	\$50,000
Sports Membership	\$35,000
Wellness Membership	\$20,000

However, the Applicant will not be required to pay the standard Initiation Fee for the Purchased Membership, but will be required to pay the applicable Transfer Fee for the category of Membership being acquired by the Applicant. The applicable transfer fee ("Transfer Fee") for the various categories of Membership are as follows:

From: (864) 433-2626 Vivian West

SEALED AIR PO Box 464

100 Rogers Bridge Road, Building A Duncan, SC 29334

112101112190225

SHIP TO: (952) 404-5700

BILL SENDER

Origin ID: SPAA

Cliffs Claims Processing BMC Group, Inc. **18675 LAKE DR E**

CHANHASSEN, MN 55317

Ship Date: 29MAY12 ActWgt: 1.0 LB CAD: 4424069/INET3250

Delivery Address Bar Code



Ref#

74900003190038

7936 1697 5759

N1 FBLA

Invoice # PO#

TRK#

0201

Dept#

190038

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MAY 3 0 2012

BMC GROUP

55317 MN-US MSP





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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.