


UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA		PROOF OF CLAIM	
Name of Debtor: THE CLIFFS CLUB + HOSPITALITY GROUP		Case Number: 12-01220	
NOTE: See reverse and attached for List of Debtors/Case Numbers/important details. Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses 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(a).			
Name of Creditor (the person or other entity to whom the debtor owes money or property) : STEVEN E SEMAN			
Name and address where notices should be sent:  29347868006830 Seman, Steve 18 E Tallulah Dr Greenville, SC 29605		RECEIVED MAY 03 2012 BMC GROUP 864 430 6491 SSEMAN@CLIFFS COMMUNITIES.COM	
Creditor Telephone Number () email:		THIS SPACE IS FOR COURT USE ONLY	
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Payment Telephone Number () email:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known): Filed on:	
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 30,900.00 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. <input type="checkbox"/> 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: DEFERRED COMPENSATION AGREEMENTS (See instruction #2)			
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 2687		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 your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)	
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: \$ _____ You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> 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).		Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ _____ <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____). <input type="checkbox"/> Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).	
* 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 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 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 the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES OR EMAIL NOT ACCEPTED) so that it is actually received on or before 4:00 pm prevailing Eastern Time on May 31, 2012 for Non-Governmental Claimants OR on or before 4:00 pm prevailing Eastern Time on August 27, 2012 for Governmental Claimants.

BY MAIL TO:
BMC Group, Inc
Attn: Cliffs Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:
BMC Group, Inc
Attn: Cliffs Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

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. ☐ I am a guarantor, surety, indorser, or other codebtor.
(See Bankruptcy Rule 3004.) (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:

STEVE E SEMAN

Title:

DIRECTOR OF PROCUREMENT & RISK MGT

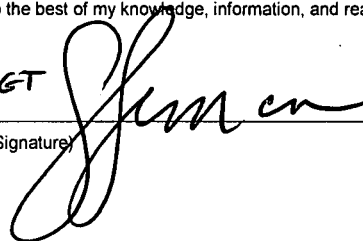
Company:

CLIFFS

Address and telephone number (if different from notice address above):

(Signature)

(Date)

 5/1/12

Telephone number:

email:

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.

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

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 (IF NOT ALREADY PROPERLY FILLED IN)

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 full name, and the case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.

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 Administrative Expense Under 11 U.S.C. § 503 (b)(9) or 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) 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.

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 to whom the debtor owes a debt that was incurred 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 for a debt owed by the debtor 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 sued by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of the first page.

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 must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. 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.

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

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(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. §101 *et seq.*), and any applicable orders of the bankruptcy court.

Date-Stamped Copy

Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the second page of this form.

Please read - important information: upon completion of this claim form, you are certifying that the statements herein are true.

Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com/cliffs

**NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED
OR DEEMED AS CONSTITUTING AN EMPLOYMENT
AGREEMENT, EITHER EXPRESSED OR IMPLIED**

DEFERRED COMPENSATION AGREEMENT

THIS DEFERRED COMPENSATION AGREEMENT (the "Agreement") is made and entered into this 29th day of July, 2010 by and between THE CLIFFS CLUB & HOSPITALITY GROUP, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office in Travelers Rest, South Carolina and Steve Seman, (hereinafter referred to as "Executive").

WHEREAS, THE CLIFFS CLUB & HOSPITALITY GROUP, INC. has been a division of THE CLIFFS COMMUNITIES, INC. (hereinafter referred to as "CCI"), and has been operating within the CCI combined companies;

WHEREAS, CCI adopted its own deferred compensation arrangements in March, 2007;

WHEREAS, THE CLIFFS CLUB & HOSPITALITY GROUP, INC. desires to enter into this Agreement with Executive;

WHEREAS, Executive has been, and is now, employed by THE CLIFFS CLUB & HOSPITALITY GROUP, INC.;

WHEREAS, Executive has rendered THE CLIFFS CLUB & HOSPITALITY GROUP, INC. valuable service and it is the desire of THE CLIFFS CLUB & HOSPITALITY GROUP, INC. to have the benefit of Executive's continued loyalty, service and counsel and also to assist Executive in providing for retirement, as well as the contingency of death; and

WHEREAS, Executive and THE CLIFFS CLUB & HOSPITALITY GROUP, INC. have actively negotiated and fully understand this Agreement.

NOW, THEREFORE, THE CLIFFS CLUB & HOSPITALITY GROUP, INC. and Executive hereby agree as follows:

(1) Definitions. Whenever used in this Agreement or any amendment of this Agreement, the following terms shall have the meanings set forth below:

(a) "Affiliated Company" means all entities related to the Corporation as determined under Sections 414(b) and (c) of the Code, as modified by Section 409A of the Code and the regulations thereunder.

(b) "Benefit" means the entire vested amount recorded in Executive's account pursuant to this Agreement as determined at the time of distribution in accordance with Paragraph (3) of this Agreement.

(c) "Board" means the Board of Directors of Corporation as from time to time constituted.

(d) "Code" means the Internal Revenue Code of 1986, as amended.

(e) "Corporation" means The Cliffs Club & Hospitality Group, Inc.

(f) "Net Profits" means the net income for such Fiscal Year as shown by or included in Corporation's consolidated statement of income prepared in accordance with Generally Accepted Accounting Principles and certified by Corporation's independent certified public accountants.

(g) "Fiscal Year" means Corporation's fiscal year as now constituted or as it may be changed hereafter from time to time.

(h) "Specified Employee" shall have the same meaning as set forth in Section 409A of the Code and the regulations thereunder, which are incorporated herein and made a part hereof by reference.

(i) "Subsidiary" means a company of which Corporation owns, directly or indirectly, at least a majority of the shares or ownership having voting power in the election of directors or other governing body.

(j) "Termination of Employment" means the termination of the Executive's employment with the Corporation for any reason or no reason at all; provided, however, that the Executive shall not incur a Termination of Employment during any period the Executive is employed by an Affiliated Company. Whether a Termination of Employment has occurred is determined based on whether the facts and circumstances indicate that the Corporation and the Executive reasonably anticipated that no further services would be performed after a certain date or that the level of bona fide services the Executive would perform after such date (whether as an employee or as an independent contractor) would permanently decrease to no more than twenty percent (20%) of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding thirty-six (36) month period (or the full period of services to the Corporation if the Executive has been providing services to the Corporation less than thirty-six (36) months).

(2) Deferred Compensation Benefit. For a Fiscal Year, the Board, in its sole and absolute discretion, may award to Executive a dollar amount from the Net Profits of the Corporation as a benefit under this Agreement. If the Corporation makes an award for a Fiscal Year, then the Executive shall be notified in writing that an award has been made and such notification shall designate the amount so awarded and the Fiscal Year to which the award applies. The Corporation shall establish an account in the Corporation's records to record the amount awarded to the Executive for each Fiscal Year. The amount awarded to the Executive for a Fiscal Year (if any) shall be determined in the sole and absolute discretion of the Board. The amount awarded for a Fiscal Year shall not be subsequently increased or decreased.

(3) Payment of Benefit. Subject to the vesting and forfeiture provisions in Paragraph (4) below and except as otherwise provided herein, Corporation shall pay to Executive the Benefit in a single lump sum payment within sixty (60) days after the end of the calendar year during which Executive's Termination of Employment occurs;

provided, however, if such sixty (60) day period spans two (2) taxable years, Executive shall not be able to designate which taxable year such payment will be made.

Notwithstanding any provision herein to the contrary, if the Executive is considered a Specified Employee at the time of such Executive's Termination of Employment as determined pursuant to such procedures as established by the Corporation in accordance with Section 409A of the Code and the regulations thereunder, distributions that are made due to such Executive's Termination of Employment may not commence earlier than six (6) months after the date of such Termination of Employment or, if earlier, upon the death of the Executive. Therefore, in the event the preceding sentence is applicable to the Executive, any distribution which would otherwise be paid to the Executive within the first six (6) months following Executive's Termination of Employment shall be accumulated and paid to the Executive in a lump sum on the first day of the seventh (7th) month following the Termination of Employment.

(4) Vesting. Except as hereinafter provided, any amounts recorded to Executive's account shall become vested as follows:

<u>Vesting Period</u>	<u>Vested Percentage</u>
If Executive's Termination of Employment occurs prior to December 31, 2011	0%
If Executive's Termination of Employment occurs on or after December 31, 2011 and before December 31, 2012	25%

If Executive's Termination of
Employment occurs on or
after December 31, 2012 and
before December 31, 2013 50%

If Executive's Termination of
Employment occurs on or
after December 31, 2013 and
before December 31, 2014 75%

If Executive's Termination of
Employment occurs on or
after December 31, 2014 100%

By way of example only, if Executive's Termination of Employment occurs on December 30, 2011, then Executive and Executive's designated beneficiary in the event of Executive's death shall irrevocably forfeit all amounts recorded to Executive's account. By way of example only, if Executive's Termination of Employment occurs on December 30, 2012 other than by reason for Cause (as hereinafter defined), then Executive and Executive's designated beneficiary in the event of Executive's death shall irrevocably forfeit seventy-five percent (75%) of the amounts recorded to Executive's account. By way of example only, if Executive's Termination of Employment occurs on December 30, 2013 other than by reason for Cause, then Executive and Executive's designated beneficiary in the event of Executive's death shall irrevocably forfeit fifty percent (50%) of the amounts recorded to Executive's account.

Notwithstanding anything in this Agreement to the contrary, if Executive's Termination of Employment is for Cause, then Executive shall irrevocably forfeit all amounts (including any vested amounts) recorded to Executive's account. For purposes of this Agreement "Cause" means any one or more of the following acts by Executive:

- (a) theft or embezzlement from the Corporation;
- (b) fraud committed against the Corporation;
- (c) misappropriation of Corporation's assets;
- (d) disclosure of the existence of this Agreement, disclosure of this Agreement or disclosure of any term or provision of this Agreement except to any one or more of the following:

- (i) James B. Anthony;
- (ii) a person designated in writing by James B. Anthony;
- (iii) Lucas T. Anthony;
- (iv) Timothy P. Cherry;
- (v) Scott Carlton;
- (vi) Corporation's Director of Human Resources;
- (vii) an attorney representing Executive;
- (viii) an accountant representing Executive;
- (ix) pursuant to a court order of competent jurisdiction.

With regard to (vii) and (viii) above, Executive shall notify Executive's attorney and accountant of this provision and Cause shall include disclosure by such attorney or accountant of the existence of this Agreement, disclosure of this Agreement or disclosure of any term or provision of this Agreement.

If Executive enters into a business or employment (whether or not Executive is then employed by Corporation) which the Board determines to be (i) detrimentally competitive with the business of the Corporation or a Subsidiary and (ii) substantially injurious to Corporation and/or a Subsidiary's financial interest, then upon notice by Corporation to Executive the Executive shall irrevocably forfeit all amounts (including any vested amounts) recorded to Executive's account.

(5) Designated Beneficiary. The designated beneficiary referred to in this Agreement may be designated or changed by the Executive (without the consent of any

prior beneficiary) on a form provided by the Corporation substantially similar to Exhibit A attached to this Agreement and delivered to the Corporation before Executive's death.

If no such beneficiary has been designated, or if no designated beneficiary should survive the Executive, the Executive's spouse if surviving, otherwise Executive's estate shall be Executive's deemed designated beneficiary and the benefits payable under this Agreement shall be payable to the Executive's surviving spouse, or if none, to Executive's estate.

(6) Assignability. Except to the extent that this provision may be contrary to law, no assignment, pledge, collateralization, or attachment of any of the benefits under this Agreement shall be valid or recognized by the Corporation. None of the payments provided for by this Agreement shall be subject to seizure for payment of any debts or judgments against Executive or any beneficiary, nor shall Executive or any beneficiary have any right to assign, transfer, modify, anticipate or encumber any rights or benefits hereunder.

(7) Amendment. Except as provided below, this Agreement may not be amended, altered, terminated or revoked at any time in whole or in part except by the mutual written agreement of Executive and Corporation; provided, however, that in all events any such amendment to or termination of this Agreement shall comply with Section 409A of the Code and the regulations thereunder. At any time, and from time to time, the Corporation may unilaterally amend this Agreement to comply with any applicable law or regulations, including, but not limited to, Section 409A of the Code and the regulations thereunder. Upon all benefits either being paid to Executive or

Executive's designated beneficiary, as the case may be, or upon forfeiture of the benefits, the Corporation may unilaterally terminate this Agreement at any time thereafter.

(8) Situs and Jurisdiction. This Agreement shall be controlled, construed and governed under the laws of the State of South Carolina, regardless of the fact that one or more parties is now, or may become, residents of another state and without regard to any conflict of laws. Executive agrees that the courts of the State of South Carolina shall have sole and exclusive jurisdiction over any matter arising from the interpretation, purpose, effect or operation of this Agreement. Executive consents to venue in Greenville County, South Carolina, and waives any rights Executive may have to assert jurisdiction or venue in any other court, administrative forum, or other adjudicative body.

(9) Taxes. Executive or Executive's designated beneficiary in the event of Executive's death, as the case may be, shall be responsible for and pay all income or other taxes on any amounts paid under this Agreement. Corporation may withhold federal and state income, FICA and other payroll taxes required by law from any amounts payable hereunder.

(10) Ownership. This Agreement is and shall always be an unfunded agreement. Title to and beneficial ownership of any cash, insurance policies or assets which Corporation may earmark to pay Executive shall at all times remain with Corporation, and shall continue for all purposes to be part of the general assets of the Corporation and available to its general creditors in the event of bankruptcy or insolvency. Executive, or Executive's designated beneficiary or designated beneficiaries, shall not have any right, title or property interest in any specific assets (including, but not

limited to, insurance policies) of the Corporation. The Executive and Executive's designated beneficiary or designated beneficiaries shall be a general unsecured creditor of the Corporation under this Agreement at all times. This Agreement constitutes a mere promise to make benefit payments in the future.

(11) Right of Corporation to Terminate Employment. Nothing contained in this Agreement shall interfere in any way with the right of Corporation to terminate the employment of Executive at any time with or without cause. This Agreement shall not be deemed an employment contract, either expressed or implied.

(12) Captions. The captions are for convenience of reference only and shall not be construed as a part of this Agreement.

(13) Named Fiduciary. The Corporation is hereby designated as the named fiduciary under this Agreement. The named fiduciary shall have authority to control and manage the operation and administration of this Agreement, and it shall be responsible for carrying out the objectives of this Agreement.

(14) Claims Procedure. The following provisions shall apply for purposes of addressing and administering claims with respect to this Agreement:

(a) Claims Reviewer. For purposes of addressing and administering claims with respect to this Agreement, the "Claims Reviewer" shall be the Board, unless another person or organizational unit is designated by the Board as Claims Reviewer.

(b) Claims Procedure. If the Executive or the Executive's designated beneficiary (the "Claimant") believes that he or she is entitled to benefits under this Agreement which are not being paid to him or her or which are not being accrued for his or her benefit, such Claimant shall file a written claim for such benefits with the Claims Reviewer as follows:

(i) Notification to Claimant of Decision. Within ninety (90) days after receipt of a claim by the Claims Reviewer (or within one hundred eighty (180) days if special circumstances require an extension of time), the Claims Reviewer shall notify the Claimant of the decision with regard to the claim. In the event of such special circumstances requiring an extension of time, there shall be furnished to the Claimant prior to expiration of the initial ninety (90) day period written notice of the extension, which notice shall set forth the special circumstances and the date by which the decision shall be furnished. If such claim shall be wholly or partially denied, notice thereof shall be in writing and worded in a manner calculated to be understood by the Claimant, and shall set forth: (A) the specific reason or reasons for the denial; (B) specific reference to pertinent provisions of the Plan on which the denial is based; (C) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary; and (D) an explanation of the procedure for review of the denial and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") following an adverse benefit determination on review.

(ii) Procedure for Review. Within sixty (60) days following receipt by the Claimant of notice denying his or her claim, in whole or in part, or, if such notice shall not be given, within sixty (60) days following the latest date on which such notice could have been timely given, the Claimant shall appeal denial of the claim by filing a written application for review with the Corporation. Prior to the decision of the Corporation, the Claimant shall be given an opportunity to submit written comments, documents, records and other information relating to the claim. The Corporation shall also provide the Claimant, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's claim for benefits. Following such request for review, the Corporation shall fully and fairly review the decision denying the claim, and such review shall take into account all comments, documents, records and other information submitted by the Claimant relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

(iii) Decision on Review. Within sixty (60) days after receipt by the Corporation of the request for review (or within one hundred twenty (120) days if special circumstances require an extension of time), the Corporation shall notify the Claimant in writing of its decision with regard to review of the claim. In the event of such special circumstances requiring an extension of time, written notice of the extension shall be furnished to

the Claimant prior to the commencement of the extension, which notice shall set forth the special circumstances and the date by which the decision shall be furnished. The Corporation shall notify the Claimant in writing of its decision on review in a manner calculated to be understood by the Claimant. If the decision on review of such claim shall be wholly or partially denied, the notification shall set forth: (A) the specific reason or reasons for the denial; (B) specific references to pertinent provisions of the Plan on which the denial is based; (C) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's claim for benefits; and (D) a statement of the Claimant's right to bring a civil action under ERISA.

(c) Action by Authorized Representative of Claimant. All actions set forth in this Paragraph (14) to be taken by the Claimant may likewise be taken by a representative of the Claimant duly authorized by him or her to act on his or her behalf on such matters. The Claims Reviewer or the Corporation (as applicable) may require such evidence as it may reasonably deem necessary or advisable of the authority to act as any such representative.

(15) Notice. Any notice, consent or demand required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Corporation. The date of such mailing shall be deemed the date of notice, consent or demand.

(16) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Corporation, its successors and assigns, and the Executive, Executive's heirs, personal representatives and legal representatives. The Corporation shall not merge or consolidate with another entity without such entity agreeing to the obligations, terms and conditions of this Agreement.

(17) Severability. It is intended and understood by the parties hereto that this Agreement complies with the provisions of the Code, as amended, and regulations in effect at the time of its execution, so as not to cause the Executive's constructive receipt of income prior to the time of actual payment under this Agreement. If, at a later date, the laws of the United States or of the State of South Carolina are construed in such a way as to make this Agreement void and of no effect, then this Agreement will be given effect in such manner as will best carry out the purposes and intentions of the parties hereto.

(18) Section 409A. Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement shall at all times comply with the provisions of Section 409A of the Code and the regulations thereunder. In the event any provision of this Agreement violates Section 409A of the Code or the regulations thereunder, such provision shall be automatically deemed to be amended to comply with Section 409A of the Code and the regulations thereunder.

(19) Excess Parachute Payment. Notwithstanding anything in this Agreement to the contrary, and to the extent allowed by Section 409A of the Code and the regulations thereunder, in the event that any amounts or benefits payable to or accruing to Executive pursuant to this Agreement together with any other amounts or benefits payable to or accruing to Executive under any other plans or agreements of the Corporation (hereinafter all such amounts and benefits are collectively referred to as "Amounts") should cause an "excess parachute payment", as defined in Section 280G(b)(1) of the Code, then the payment under this Agreement shall be reduced One Dollar (\$1.00) at a

time until the Amounts will not constitute an excess parachute payment to the Executive. In the event the payment Executive receives under this Agreement should be incorrectly calculated so that such payment causes the Amounts to constitute an excess parachute payment, then Executive will promptly refund to Corporation the amount of the payment under this Agreement which causes the Amounts to constitute an excess parachute payment.

IN WITNESS WHEREOF, The Cliffs Club & Hospitality Group, Inc., by its duly authorized officer, and Executive have executed this Agreement the date and year first above written.

Witnesses:

Mary Kasumil
Amy Styles

Witnesses:

Mary Kasumil
Amy Styles

THE CLIFFS CLUB & HOSPITALITY
GROUP, INC.

By: JAR

Its: _____

J. Simon
7/29/10

The Cliffs Club & Hospitality Group, Inc.

This Certifies that the sum of \$22,500.00 has been awarded to Steve Seman, as deferred compensation for 2010, subject to the provisions of the Deferral Compensation Agreement for The Cliffs Club & Hospitality Group, Inc. in effect.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officer this 26th day of July 2010.



*Jonathan Scott Carlton
President*

7-29-10

Date

**NOTHING IN THIS AGREEMENT SHALL BE DEEMED AN
EMPLOYMENT AGREEMENT EITHER EXPRESS OR IMPLIED**

DEFERRED COMPENSATION AGREEMENT

THIS DEFERRED COMPENSATION AGREEMENT (the "Agreement") is made and entered into this 23rd day of MARCH, 2007 by and between THE CLIFFS COMMUNITIES, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office in Travelers Rest, South Carolina and STEVE SEMAN, (hereinafter referred to as "Executive").

WHEREAS, Executive has been employed by Corporation (as hereinafter defined) and is now employed by Corporation;

WHEREAS, Executive has rendered Corporation valuable service and it is the desire of Corporation to have the benefit of Executive's continued loyalty, service and counsel and also to assist Executive in providing for retirement, as well as the contingency of death;

WHEREAS, Executive and Corporation have actively negotiated and fully understand this Agreement;

NOW, THEREFORE, Corporation and Executive hereby agree as follows:

(1) Definitions. Whenever used in this Agreement or any amendment of this Agreement, the following terms shall have the meanings set forth below:

- (a) "Board" means the Board of Directors of Corporation.
- (b) "Code" means the Internal Revenue Code of 1986, as amended.
- (c) "Corporation" means The Cliffs Communities, Inc., a South Carolina corporation, and any Subsidiary of The Cliffs Communities, Inc.

(d) "Net Profits" means the net income for such Fiscal Year as shown by or included in Corporation's consolidated statement of income prepared in accordance with Generally Accepted Accounting Principles and certified by Corporation's independent certified public accountants.

(e) "Fiscal Year" means Corporation's fiscal year as now constituted or as it may be changed hereafter from time to time.

(f) "Subsidiary" means a company of which Corporation owns, directly or indirectly, at least a majority of the shares or ownership having voting power in the election of directors or other governing body.

(2) Deferred Compensation Benefit. For a Fiscal Year, the Board, in its sole and absolute discretion, may award to Executive a dollar amount from the Net Profits of the Corporation as a benefit under this Agreement. If the Corporation makes an award for a Fiscal Year, then the award shall be in writing and shall designate the amount so awarded and the Fiscal Year to which the award applies. The Corporation shall establish an account in the Corporation's records to record the amount awarded to the Executive for each Fiscal Year. The amount awarded to the Executive for a Fiscal Year (if any) shall be determined in the sole and absolute discretion of the Board. The amount awarded for a Fiscal Year shall not be subsequently increased or decreased.

(3) Payment of Benefit. On March 15, 2012, the Corporation shall pay to the Executive or Executive's designated beneficiary in the event of Executive's death, the entire vested amount recorded to Executive's account prior to March 15, 2012 in a lump sum payment. Any amounts awarded to Executive and recorded to Executive's account on or after March 15, 2012 shall be paid to Executive, or Executive's designated beneficiary in the event of Executive's death, on the March 15 next following the

calendar year Executive's employment with the Corporation terminates or Executive dies, whichever is earlier; provided, however, if the Corporation has publicly traded stock, then no distribution for amounts awarded on or after March 15, 2012 shall be made before the date which is six (6) months after the date of Executive's termination of employment with Corporation or Executive's death, whichever is earlier.

(4) Vesting. Except as hereinafter provided, any amounts recorded to an Executive's account shall become vested as follows:

	<u>Vested Percentage</u>
If Executive's employment terminates prior to December 31, 2008	0%
If Executive's employment terminates on or after December 31, 2008 and before December 31, 2009	25%
If Executive's employment terminates on or after December 31, 2009 and before December 31, 2010	50%
If Executive's employment terminates on or after December 31, 2010 and before December 31, 2011	75%
If Executive's employment terminates on or after December 31, 2011	100%

By way of example only, if Executive's employment with Corporation terminates on December 30, 2008 other than by reason of Cause (as hereinafter defined), then Executive and Executive's designated beneficiary in the event of Executive's death shall irrevocably forfeit all amounts recorded to Executive's account. By way of example only, if Executive's employment with Corporation terminates on December 30, 2009 other than

by reason of Cause, then Executive and Executive's designated beneficiary in the event of Executive's death shall irrevocably forfeit seventy-five (75%) percent of the amounts recorded to Executive's account. By way of example only, if Executive's employment with Corporation terminates on December 30, 2010 other than by reason of Cause, then Executive and Executive's designated beneficiary in the event of Executive's death shall irrevocably forfeit fifty (50%) percent of the amounts recorded to Executive's account.

Notwithstanding anything in this Agreement to the contrary, if Executive's employment with Corporation terminates for Cause, then Executive shall irrevocably forfeit all amounts (including any vested amounts) recorded to Executive's account. For purposes of this Agreement "Cause" means any one or more of the following acts by Executive:

- (a) theft or embezzlement from the Corporation;
- (b) fraud committed against the Corporation;
- (c) misappropriation of Corporation's assets;
- (d) disclosure of the existence of this Agreement, disclosure of this Agreement or disclosure of any term or provision of this Agreement except to any one or more of the following:
 - (i) James B. Anthony;
 - (ii) A person designated in writing by James B. Anthony;
 - (iii) Lucas T. Anthony;
 - (iv) Timothy P. Cherry;
 - (v) Scott Carlton;
 - (vi) an attorney representing Executive;
 - (vii) an accountant representing Executive;
 - (viii) pursuant to a court order of competent jurisdiction.

With regard to (vi) and (vii) above, Executive shall notify Executive's attorney and accountant of this provision and Cause shall include disclosure by such attorney or accountant of the existence of this Agreement, disclosure of this Agreement or disclosure of any term or provision of this Agreement.

If Executive enters into a business or employment (whether or not Executive is then employed by Corporation) which the Board determines to be (i) detrimentally competitive with the business of the Corporation or a Subsidiary and (ii) substantially injurious to Corporation and/or a Subsidiary's financial interest, then upon notice to Executive the Executive shall irrevocably forfeit all amounts (including any vested amounts) recorded to Executive's account.

(5) Designated Beneficiary. The designated beneficiary referred to in this Agreement may be designated or changed by the Executive (without the consent of any prior beneficiary) on a form provided by the Corporation substantially similar to Exhibit A attached to this Agreement and delivered to the Corporation before Executive's death. If no such beneficiary has been designated, or if no designated beneficiary should survive the Executive, the Executive's spouse if surviving, otherwise Executive's estate shall be Executive's deemed designated beneficiary and the benefits payable under this Agreement shall be payable to the Executive's surviving spouse, or if none, to Executive's estate.

(6) Assignability. Except to the extent that this provision may be contrary to law, no assignment, pledge, collateralization, or attachment of any of the benefits under this Agreement shall be valid or recognized by the Corporation. None of the payments

provided for by this Agreement shall be subject to seizure for payment of any debts or judgments against Executive or any beneficiary, nor shall Executive or any beneficiary have any right to assign, transfer, modify, anticipate or encumber any rights or benefits hereunder.

(7) Amendment. Except as provided below, this Agreement may not be amended, altered, terminated or revoked at any time in whole or in part except by the mutual written agreement of Executive and Corporation; provided, however, that in all events any such amendment to or termination of this Agreement shall comply with Section 409A of the Code and the regulations thereunder. At any time, and from time to time, the Corporation may unilaterally amend this Agreement to comply with any applicable law or regulations, including, but not limited to, Section 409A of the Code and the regulations thereunder. Upon all benefits either being paid to Executive or Executive's designated beneficiary, as the case may be, or upon forfeiture of the benefits, the Corporation may unilaterally terminate this Agreement at any time thereafter.

(8) Situs and Jurisdiction. This Agreement shall be controlled, construed and governed under the laws of the State of South Carolina, regardless of the fact that one or more parties is now, or may become, residents of another state and without regard to any conflict of laws. Executive agrees that the courts of the State of South Carolina shall have sole and exclusive jurisdiction over any matter arising from the interpretation, purpose, effect or operation of this Agreement. Executive consents to venue in Greenville County, South Carolina, and waives any rights Executive may have to assert jurisdiction or venue in any other court, administrative forum, or other adjudicative body.

(9) Taxes. Executive or Executive's designated beneficiary in the event of Executive's death, as the case may be, shall be responsible for and pay all income or other taxes on any amounts paid under this Agreement. Corporation may withhold federal and state income, FICA and other payroll taxes required by law from any amounts payable hereunder.

(10) Ownership. This Agreement is and shall always be an unfunded agreement. Title to and beneficial ownership of any cash, insurance policies or assets which Corporation may earmark to pay Executive shall at all times remain with Corporation. Executive, or Executive's designated beneficiary or designated beneficiaries, shall not have any right, title or property interest in any specific assets (including, but not limited to, insurance policies) of the Corporation. The Executive and Executive's designated beneficiary or designated beneficiaries shall be a general unsecured creditor of the Corporation under this Agreement at all times.

(11) Right of Corporation to Terminate Employment. Nothing contained in this Agreement shall interfere in any way with the right of Corporation to terminate the employment of Executive at any time with or without Cause. This Agreement shall not be deemed an employment contract, either express or implied.

(12) Captions. The captions are for convenience of reference only and shall not be construed as a part of this Agreement.

(13) Named Fiduciary. The Corporation is hereby designated as the named fiduciary under this Agreement. The named fiduciary shall have authority to control and

manage the operation and administration of this Agreement, and it shall be responsible for carrying out the objectives of this Agreement.

(14) Determination of Benefits, Claims Procedure and Administration. The following provisions shall apply regarding benefits, claims procedure and administration:

(a) Claim. A person who believes that he is being denied a benefit to which he is entitled under this Agreement (hereinafter referred to as a "Claimant") may file a written request for such benefit with the Corporation, setting forth his claim. The request must be addressed to the President of the Corporation at its then principal place of business.

(b) Claim Decision. Upon receipt of a claim, the Corporation shall advise the Claimant that a reply will be forthcoming within ninety (90) days and shall, in fact, deliver such reply within such period. The Corporation may, however, extend the reply period for an additional ninety (90) days for reasonable cause. If the claim is denied in whole or in part, the Corporation shall adopt a written opinion, using language calculated to be understood by the Claimant, setting forth:

(i) The specific reason or reasons for such denial;

(ii) The specific reference to pertinent provisions of this Agreement on which such denial is based;

(iii) A description of any additional material or information necessary for the Claimant to perfect his claim and an explanation why such material or such information is necessary;

(iv) Appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; and

(v) The time limits for requesting a review under subparagraph (c) and for review under subparagraph (d) hereof.

(c) Request for Review. Within sixty (60) days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing to the Secretary of the Corporation for the Corporation to review the determination of the Corporation. Such request must be addressed to the Secretary of the Corporation at its then principal place of business. The Claimant or his duly authorized representative may, but need not, review the pertinent documents and submit issues and comments in writing for consideration by the Corporation. If the Claimant does not request a review of the

Corporation's determination within such sixty (60) day period, he shall be barred and estopped from challenging the Corporation's determination.

(d) Review of Decision. Within sixty (60) days after the Secretary's receipt of a request for review, the Corporation will review the Corporation's determination. After considering all materials presented by the Claimant, the Corporation through the Secretary will render a written opinion, written in a manner calculated to be understood by the Claimant, setting forth the specific reasons for the decision and containing specific references to the pertinent provisions of this Agreement on which the decision is based. If special circumstances require that the sixty (60) day time period be extended, the Secretary will so notify the Claimant and will render the decision as soon as possible, but no later than one hundred twenty (120) days after receipt of the request for review.

(15) Notice. Any notice, consent or demand required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Corporation. The date of such mailing shall be deemed the date of notice, consent or demand.

(16) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Corporation, its successors and assigns, and the Executive, Executive's heirs, personal representatives and legal representatives. The Corporation shall not merge or consolidate with another entity without such entity agreeing to the obligations, terms and conditions of this Agreement.

(17) Severability. It is intended and understood by the parties hereto that this Agreement complies with the provisions of the Code, as amended, and regulations in effect at the time of its execution, so as not to cause the Executive's constructive receipt of income prior to the time of actual payment under this Agreement. If, at a later date, the

laws of the United States or of the State of South Carolina are construed in such a way as to make this Agreement void and of no effect, then this Agreement will be given effect in such manner as will best carry out the purposes and intentions of the parties hereto.

(18) Section 409A. Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement shall at all times comply with the provisions of Section 409A of the Code and the regulations thereunder. In the event any provision of this Agreement violates Section 409A or the regulations thereunder, such provision shall be automatically deemed to be amended to comply with Section 409A.

(19) Excess Parachute Payment. Notwithstanding anything in this Agreement to the contrary, in the event that any amounts or benefits payable to or accruing to Executive pursuant to this Agreement together with any other amounts or benefits payable to or accruing to Executive under any other agreements (hereinafter all such amounts and benefits are collectively referred to as "Amounts") should cause a "parachute payment", as defined in Section 280G(b)(2) of the Code, then such Amounts shall be reduced One Dollar (\$1.00) at a time until the aggregate Amounts will not constitute a parachute payment. In the event the Amounts Executive receives under this Agreement should be incorrectly calculated so that such Amounts constitutes a parachute payment, then Executive will promptly refund to Corporation the excess Amount. Excess Amount shall mean the amount in excess of Executive's base Amount, as defined in Code Section 280G(b)(3), multiplied by 2.999.

IN WITNESS WHEREOF, The Cliffs Communities, Inc., by its duly authorized officer, and Executive have executed this Agreement the date and year first above written.

Witnesses:

Paula Lee
My Gibson

Witnesses:

Timothy P. Cherry
J. H. Carr

THE CLIFFS COMMUNITIES, INC.

By:

Its:

President

J. J. M. Carr

Exhibit A

Deferred Compensation Agreement

Designation of Beneficiary

I, STEVE SEMAN, designate the beneficiary named below as the designated beneficiary of the death benefit payable under the Deferred Compensation Agreement with The Cliffs Communities, Inc. I understand that this beneficiary designation shall remain unchanged until such time as I deliver to The Cliffs Communities, Inc. a new "Designation of Beneficiary" form.

Primary Beneficiary: ELIZABETH A. SEMAN

Contingent Beneficiary: LEAS WALKER SEMAN

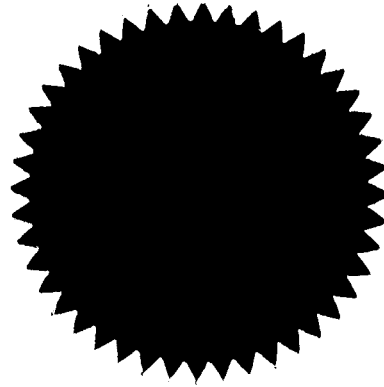
3/23/07

Date

S. Seman

The Cliffs Communities

This Certifies that the sum of \$8,400.00 has been awarded to Steve Seman, as deferred compensation for 2007, subject to the provisions of the Deferral Compensation Agreement in effect.



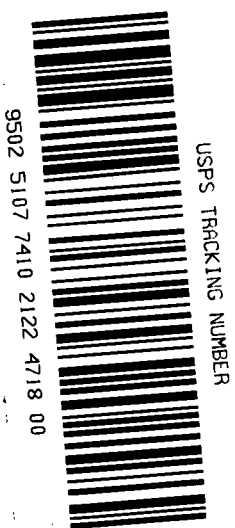
In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officer and its Corporate Seal is to be hereunto affixed this 30th day of May, 2008.

*James B. Anthony
President and CEO*

May 30, 2008

PacTM

usps.com



BMC GROUP, INC.
Attn: Curtis Cairns Processing
P.O. Box 3020
CHANDLER, MN 55317-3020

RECEIVED
MAY 03 2012
BMC GROUP



1006 55317

U.S. POSTAGE
PAID
TRAVELLERS REST. SC
MAY 01 12
AMOUNT
\$5.50
00077410-05