

UNITED STATES BANKRUPTCY COURT District of South Carolina		PROOF OF CLAIM
Name of Debtor: The Cliffs Club & Hospitality Group, Inc., et al (The Cliffs at Keowee Falls Golf & Country Club, LLC)	Case Number: 12-01220 (12-01229)	
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): Sharon Justice a/k/a Sharon Brown		
Name and address where notices should be sent: Sharon Justice 2311 Radcliffe Avenue Charlotte, North Carolina 28207 Telephone number: (704) 408-8639 email: sheribrown@carolina.rr.com		COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<div style="text-align: center;"> RECEIVED MAY 30 2012 BMC GROUP </div> <input checked="" type="checkbox"/> 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: \$ <u>125,000.00</u>		
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. <input type="checkbox"/> 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: <u>Member Initiation Deposit</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: <u>Stephen Justice (See attachment)</u> (See instruction #3a) J-154	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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> 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.		
<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 the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). <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)(). Amount entitled to priority: \$ _____
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
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. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor.
- (Attach copy of power of attorney, if any.) (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: Sharon Justice AKA Sharon Brown

Title: _____

Company: _____

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

(Signature) [Signature]

(Date) 5/29/12

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.

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.

The Cliffs Club & Hospitality Group, Inc., et al
(The Cliffs at Keowee Falls Golf & Country Club, LLC)

Case No. 12-01220
(Case No. 12-01229)

Creditor: Sharon Justice, a/k/a Sharon Brown – Vendor No. s14128
Stephen Justice

Sharon Justice a/k/a Sharon Brown is married to Stephen Justice. They separated in 2009 and are currently in litigation in Mecklenburg County, North Carolina regarding their assets. The membership at The Cliffs Golf and Country Club (Keowee Falls) is Sharon Justice a/k/a Sharon Brown's separate property. Sharon provided the funds from her separate property for the acquisition of the lot and club membership. It was an error for the membership not to have been placed solely in her name at the time of purchase. Sharon purchased lot 38 at Keowee Falls South on September 24, 2007 solely in her name and purchased a membership in the Cliffs Golf and Country Club at the same time. The application for membership privileges dated October 10, 2007 was completed improperly by showing Stephen Justice as the "Member" and Sharon Justice as a "Member Designee." Sharon Justice should have been the "Member" and there should not have been a "Member Designee." Attached as Exhibit A is a copy of the Answer and Counterclaims filed in Mecklenburg County, North Carolina, placing the division of the parties' assets into litigation.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FILED

2012 FEB -6 PM 3:22
MECKLENBURG CO., C.S.C.

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
11-CVD-21590

STEPHEN JUSTICE,

Plaintiff,

vs.

SHARON JUSTICE, a/k/a
SHARON BROWN,

Defendant.

ANSWER AND COUNTERCLAIMS

Defendant, SHARON JUSTICE a/k/a SHARON BROWN, answers Plaintiff's Complaint as follows:

I.

ANSWERS TO ALLEGATIONS

1. Paragraph 1 is admitted (the allegations regarding Plaintiff's citizenship and residence is admitted upon information and belief).
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted.
4. Paragraph 4 is admitted.
5. Paragraph 5 is admitted.
6. Paragraph 6 is admitted.

II.

COUNTERCLAIMS
Factual Allegations

AND FOR FURTHER ANSWER AND COUNTERCLAIMS asserted in this action, Defendant alleges and says:

1. Plaintiff, upon information and belief, is a citizen and resident of Mecklenburg County, North Carolina.

EXHIBIT

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2. Defendant is a citizen and resident of Mecklenburg County, North Carolina and has been for a period of more than six (6) months next preceding the institution of this action.

3. Defendant is a natural person, under no legal disability and over the age of eighteen (18) years.

4. Venue of this action is proper in Mecklenburg County, North Carolina, the residence of Plaintiff and Defendant.

5. The Court has subject matter jurisdiction over the claims in the Complaint and in the Counterclaims.

6. The Court has personal jurisdiction over Plaintiff and Defendant.

7. The District Court is the proper division of the General Court of Justice for the trial of this case.

8. Plaintiff and Defendant were married on July 30, 2005 and as of the filing of this Counterclaim, continue to be husband and wife.

9. There were no children born of the marriage of Plaintiff and Defendant.

10. Plaintiff and Defendant separated from one another on or about December 5, 2009; and have lived separate and apart continuously for the twelve (12) months next preceding the institution of this action, and at no time during this twelve-month period have they resumed the marital relationship.

11. At the time of the separation, one of the parties intended to remain living separate and apart.

12. On or about July 27, 2005, the parties entered into a Premarital Agreement (hereinafter the "Premarital Agreement,") a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.

13. Plaintiff has failed to comply with the terms of the Premarital Agreement. In particular,

a. The Plaintiff has failed to pay his debts and liabilities as required by the Premarital Agreement including his debts to the Defendant.

b. The Plaintiff has refused to relinquish title to certain of Defendant's separate property, namely a Mastercraft boat and a Cliff's Golf and Country Club membership, both of which were acquired in exchange for Defendant's separate property.

14. Defendant has fully performed her obligations under the Premarital Agreement.

15. Plaintiff has the ability and at all times relevant hereto has had the ability to fully comply with the terms of the Premarital Agreement.

16. Plaintiff's continued failure and refusal to comply with the Premarital Agreement constitutes a substantial and material breach of the Premarital Agreement.

17. Defendant has no adequate remedy at law to protect her from Plaintiff's continued violation of the Premarital Agreement.

FIRST CLAIM FOR RELIEF
ABSOLUTE DIVORCE

18. Paragraphs 1 through 17 as stated above are hereby incorporated by reference and realleged as if fully set forth herein.

19. Defendant is entitled to have entered a Judgment of Absolute Divorce based upon the statutory provision of one-year's continuous separation.

SECOND CLAIM FOR RELIEF
BREACH OF CONTRACT/SPECIFIC PERFORMANCE

20. Paragraphs 1 through 19 as stated above are hereby incorporated by reference and realleged as if fully set forth herein.

21. Defendant does not have an adequate remedy at law to compel Plaintiff's compliance with the Premarital Agreement.

22. Defendant is entitled to an Order for specific performance requiring Plaintiff to specifically perform his obligations under the Premarital Agreement. In particular the Plaintiff should be ordered to execute such other and further documents as may be required to vest title to the aforesaid boat and club membership in Defendant's sole and separate name and to pay the debts due and owing to the Defendant.

23. Defendant is entitled to an equitable distribution of the marital property, divisible property and debts, if any, which are not allocated and distributed by the terms of the Premarital Agreement.

THIRD ALTERNATIVE CLAIM FOR RELIEF
BREACH OF CONTRACT/DAMAGES

24. Paragraphs 1 through 23 as stated above are hereby incorporated by reference and realleged as if fully set forth herein.

25. That if the Court does not grant the relief of specific performance, Defendant is entitled to recover the damages resulting from the Plaintiff's breach of the Premarital Agreement including without limitation the value of the boat, the value of the club membership, and the amount of the debt due and owing from Plaintiff to Defendant that remains unpaid.

FOURTH CLAIM FOR RELIEF
ATTORNEY'S FEES

26. Paragraphs 1 through 25 as stated above are hereby incorporated by reference and realleged as if fully set forth herein.

27. Defendant has incurred reasonable attorneys' fees and other costs and expenses as a result of Plaintiff's breach of the Premarital Agreement.

28. The Premarital Agreement specifically provides for the prevailing party's recovery of reasonable attorneys' fees incurred because of a breach of the Agreement.

29. Defendant is entitled to recover her reasonable attorneys' fees that she has incurred as a result of Plaintiff's breach of the Premarital Agreement and Defendant's efforts to enforce the terms of the Premarital Agreement.

FIFTH CLAIM FOR RELIEF
EQUITABLE DISTRIBUTION

30. Paragraphs 1 through 29 as stated above are hereby incorporated by reference and realleged as if fully set forth herein.


31. That in the alternative, if Defendant is not entitled to the relief of specific performance and/or damages for breach of the Premarital Agreement, then Defendant is entitled to have any marital property, divisible property and marital debt of the parties equitably distributed. Further, Defendant is entitled to have any marital property, divisible property and marital debt, not distributed or allocated under the terms of the Premarital Agreement, equitably distributed.

32. Considering all of the factors set forth in N.C.G.S. § 50-20 (c), Defendant is entitled to an unequal distribution and division of any marital property and divisible property in her favor.

WHEREFORE, Plaintiff respectfully prays the Court as follows:

1. That Plaintiff's and Defendant's claims for absolute divorce be granted;
2. That this Court enter an Order directing Plaintiff to specifically perform all provisions of the Premarital Agreement;
3. That in the alternative to prayer for relief number 2, Defendant have and recover her damages incurred as a result of the Plaintiff's breach of the Premarital Agreement;
4. That this Court enter an Order directing Plaintiff to pay Defendant's reasonable attorneys' fees;
5. That this Answer and Counterclaims be accepted by the Court as an affidavit in support of the claims for relief requested herein;
6. That the Court order an equitable distribution of the marital property and divisible property (and marital debt) of the parties pursuant to N.C.G.S. §50-20, et seq., and that the Court order an unequal division of marital property and divisible property in her favor;
7. That Defendant have and recover her costs of Court; and
8. That Defendant have such other and further relief to which she is entitled.

This the 6th day of February, 2012.



Kimberly R. Robertson, NC Bar #16018
Attorney for Defendant

OF COUNSEL:

DOZIER, MILLER, POLLARD & MURPHY, LLP
Suite 700, Cameron Brown Building
301 S. McDowell St.
Charlotte, North Carolina 28204
Telephone: 704-372-6373

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

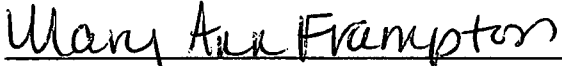
VERIFICATION

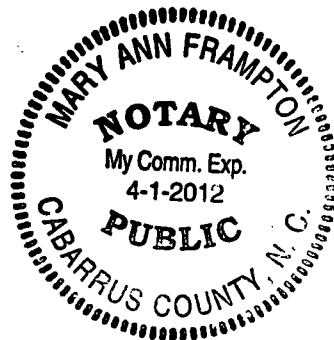
SHARON JUSTICE (a/k/a SHARON BROWN), being first duly sworn, deposes and says that she is the Defendant in the foregoing action, that she has read the foregoing Answer and Counterclaims and knows the contents thereof to be true of her own personal knowledge except for those matters alleged therein upon information and belief, and as to those matters, she believes same to be true.


SHARON JUSTICE a/k/a SHARON BROWN

Sworn to and subscribed before me
this 6 day of February 2012.


Official Signature of Notary Public


Notary's printed or typed name, Notary Public
My commission expires: 4-1-2012



CERTIFICATE OF SERVICE

I hereby certify that the foregoing Defendant's Answer and Counterclaims has this day been duly served upon Plaintiff in the following manner: by faxing a copy of same to Plaintiff's counsel of record at 704-334-7778, and by depositing a copy of same in the exclusive care and custody of the United States Postal Service, with sufficient first class postage affixed thereto, addressed to Plaintiff's counsel of record as follows:

Todd W. Cline, Esq.
101 North McDowell Street
Suite 220
Charlotte, North Carolina 28204

This the 6th day of February, 2012.



Kimberly R. Robertson, NC Bar #16018
Attorney for Defendant

OF COUNSEL:

DOZIER, MILLER, POLLARD & MURPHY, LLP
Suite 700, Cameron Brown Building
301 S. McDowell St.
Charlotte, North Carolina 282
Telephone: 704-372-6373

NORTH CAROLINA)
)
MECKLENBURG COUNTY)

PREMARITAL AGREEMENT

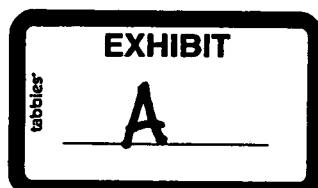
THE FOLLOWING constitutes a **PREMARITAL AGREEMENT**, hereinafter referred to as "Agreement" and is made this the _____ day of July, 2005, by and between *Sharon J. Brown*, a resident of Mecklenburg County, North Carolina (hereinafter referred to as "Sheri Brown"), and *Stephen Justice*, a citizen and resident of Mecklenburg County, North Carolina (hereinafter referred to as "Stephen Justice"), who are jointly referred to hereinafter as the Parties ("Parties").

WITNESSETH:

The Parties to this Agreement intend to marry one another and are making this Agreement in contemplation of becoming husband and wife. Both Parties are individually possessed of certain separate property, and both acknowledge that they played no role in the accumulation of the other's separate property. The Parties are aware of the laws concerning the disposition of marital and separate property and desire to contract in this Agreement with each other concerning matters of the disposition of their property in the event of death, separation and/or divorce.

Further, the Parties are aware of the laws concerning spousal support during marriage and alimony and/or support in the event of separation and/or divorce, and with this knowledge, they desire to contract with the other concerning these obligations of support during the marriage and the payment of support and/or alimony or support in the event of separation and/or divorce.

Sheri Brown is represented in this matter by J. Darrell Shealy of the law firm of Johnston, Allison & Hord, P.A. of Charlotte, North Carolina and Stephen Justice is represented by Todd W. Cline of the law firm of Todd W. Cline, P.A. of Charlotte, North Carolina. Each Party acknowledges that he or she has had ample opportunity to review this document in advance of its execution, and each Party hereby enters into this Agreement fully understanding the terms, conditions and provisions herein and deems these terms to be fair, just and reasonable.



A handwritten signature, likely of Sheri Brown, written over the line next to "SJ".

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the express intention on the part of both Parties that this Agreement be legally binding, and pursuant to Chapter 52B of the North Carolina General Statutes, the Parties hereby stipulate and agree as follows:

1. **GENERAL RECITALS.**

1.01 Sheri Brown and Stephen Justice contemplate and plan to be wed, one to another, after the execution of this Agreement. However, while this Agreement shall be effective upon the marriage contemplated by the Parties, in the event that the Parties are not married within one (1) year after the execution hereof, this Agreement shall be null and void.

1.02 The Parties have reflected on their impending marriage and have engaged in lengthy discussions about the impending marriage.

1.03 Neither Party contemplates that the impending marriage will fail, and neither intends for this Agreement to facilitate a divorce. Nevertheless, the Parties agree in writing in advance of their marriage to certain matters and further agree that these provisions will bind them, regardless of the success or failure of their impending marriage.

1.04 Each Party seeking to be bound by this Agreement has read the Agreement carefully and has consulted with independent counsel as referenced herein above, or of their own volition chosen not to consult with counsel, about its provisions and acknowledges that the Agreement is FAIR and EQUITABLE.

2. **PROPERTY CLASSIFICATION.** Each Party agrees that the following provisions shall govern the classification of the separate and marital property interests of the Parties. Unless otherwise agreed by the Parties or unless an item of separate property is gifted to the other Party, a Party's separate property shall not be subject to any claim and rights of the other Party for an equitable distribution under North Carolina General Statutes 50-20 *et seq.*, or

to any other system or classification or distribution in North Carolina or in any other state or country contrary to the following provisions.

2.01 SEPARATE PROPERTY. All property, whether real or personal, belonging to a Party at the commencement of the marriage shall remain that Party's exclusive separate property. All property, whether real or personal, acquired by a Party by bequest, devise, descent, gift, or held in trust for a Party, during the course of the marriage shall remain that Party's exclusive separate property. All property, whether real or personal, acquired at any time by a Party from that Party's separate assets, gifts, devises, bequests, trusts or inheritances, including gifts from the other Party, shall be the exclusive separate property of the recipient or acquiring spouse. Property acquired in exchange for separate property shall remain separate property regardless of whether the title is in the name of the husband or wife or both. The only exception to this provision is Section 2.01.05 (Tenancy by the Entireties). The increase in value of separate property and the income derived from separate property shall be considered separate property. Any recovery or claim for pain and suffering arising from a personal injury suffered by a Party shall be classified as the injured Party's exclusive separate property.

2.01.01 SEPARATE PROPERTY / EMPLOYMENT. All earnings from personal service or the employment of either Party shall be the separate property of the earning Party.

2.01.02 SEPARATE PROPERTY / BUSINESS INTEREST. If a Party acquires a business interest during their marriage, all of the value of the business, partnership, association, or corporation shall be classified and considered the separate property of the Party who owns and runs the business, except upon divorce or separation the value of said business shall first have deducted from it any amount of separate property which the Party who does not own and run the business has invested in, placed in or brought to the business, partnership,



association or corporation. The remaining value of the business shall be the separate property of the Party who owns and runs the business.

2.01.03 SEPARATE PROPERTY / INTEREST, RENTS. All interest, dividends, rents, profits or other income acquired at any time from the separate property described in Section 2.01 (Property Classification) of this Agreement or acquired at any time from property purchased with separate property, or any property substituted or exchanged for separate property shall remain the exclusive separate property of the Party owning the property pursuant to Section 2.01 (Property Classification) of this Agreement.

2.01.04 SEPARATE PROPERTY / ACTIVE OR PASSIVE APPRECIATION. All "active" or "passive" appreciation in value of any separate property, as those terms are defined under North Carolina law, whether attributable to market conditions or to the skills and efforts of either or both Parties shall be classified as the exclusive separate property of the Party owning the separate property interest pursuant to Section 2.01 (Separate Property Classification) of this agreement. The only exception to this provision is Section 2.01.05 (Tenancy by the Entireties).

2.01.05 SEPARATE PROPERTY / TENANCY BY THE ENTIRETIES. Any separate property contributed to real property owned as a tenancy by the entireties shall remain the separate property of the Party who made such contribution of separate property. The ownership of real property by the Parties by a tenancy by the entireties shall not deem the separate property contributed to said tenancy by the entireties a gift of that separate property to the marital estate, but rather, the separate property contributed to the tenancy by the entireties shall remain the separate property of the contributing Party.

EXAMPLE. The Parties purchase a home at the beach that is owned as a tenancy by the entireties. One Party contributes \$100,000 of separate property to the purchase of the beach home and there is a \$100,000 mortgage. If the Parties thereafter separate, and the home has appreciated in value and is sold for \$300,000, the Party contributing the \$100,000 of separate property shall have that \$100,000 of separate property returned upon the sale of the home prior to any distribution of the marital property equity which may exist. Thus, \$300,000 sale - \$100,000 separate property = \$200,000 - \$100,000 mortgage = \$100,000 of marital property to be equally divided between the Parties.

2.02 MARITAL PROPERTY / JOINT BANK ACCOUNTS. The Parties anticipate maintaining separate checking and savings accounts, as well as joint accounts. Any separate funds contributed by a Party to a joint checking or joint savings account shall be deemed a gift of one-half (1/2) of such funds to the other Party, the balance to be equally divided in the event of divorce.

2.02.01 All interest, dividends, rents, profits or other income acquired at any time from the marital property described in Section 2.02 (Property Classification) of this Agreement or acquired at any time from property purchased with marital property, or any property substituted or exchanged for marital property shall remain the exclusive marital property of the Parties owning the property pursuant to Section 2.02 (Property Classification) of this Agreement.

3. DISCLOSURE OF SEPARATE ASSETS AND LIABILITIES. The Parties do hereby voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other Party beyond the disclosure provided in this Agreement. Sheri Brown has disclosed her assets and liabilities on the attached Exhibit A (Financial Statement), and the Parties have discussed to their satisfaction any and all property and

financial obligations of Sheri Brown and Stephen Justice does hereby waive any further written disclosure. Stephen Justice has disclosed his assets and liabilities on the attached Exhibit B, and the Parties have discussed to their satisfaction any and all property and financial obligations of Stephen Justice and Sheri Brown does hereby waive any further written disclosure.

3.01 Each Party acknowledges that this waiver is made with the full benefit of an opportunity to consult independent legal counsel and knowledge that this Agreement has legal and binding consequences. Neither Party shall subsequently assert that this Agreement is voidable for lack of financial disclosure.

4. **SEPARATE PROPERTY RIGHTS.** Each Party has the sole and exclusive right at all times to manage and control his or her respective separate property interests, the same as if he or she was unmarried. This right to manage and control includes the right to dispose of any or all of a Party's separate property by deed, will or otherwise on the separate property owner's signature, without any involvement or control by the other Party, and the non-owner Party hereby ratifies and consents to any such disposition. If the laws of a state, country, or if a third Party, requires the release of a Party's rights or interests in the separate property of the other Party, the non-owner spouse agrees to execute whatever documents are necessary to grant such release. Each Party acknowledges that the right of the other to retain, manage and control such separate property as granted above extends not merely for the duration of the marriage, but continues perpetually unless this Agreement is revoked or this particular provision is expressly altered by the Parties in writing. Thus, said alteration must be made with the same formality as the execution of this Agreement. Each Party specifically waives, relinquishes and renounces any claim that he or she may have in the separate property of the other Party, as said separate property interests are classified pursuant to this Agreement.



5. **PAYMENTS OF DEBTS OR LIABILITIES.**

5.01 Each Party shall continue to bear full and exclusive legal responsibility for the following liabilities, without any obligation or liability on the part of the other Party, except as hereinafter provided:

5.01.00 All of his or her own debts and other obligations, secured or unsecured, existing at the date of marriage or acquired thereafter; and

5.01.01 All debts, obligations, taxes, assessments and expenses at any time incurred, arising, existing or relating to the acquisition, holding, disposition, operation, management or administration of his or her own separate property interests as described in this Agreement.

5.02 Notwithstanding any other provision of this Agreement, either Party may voluntarily contribute toward the payment of the separate liabilities of the other. However, voluntary payment shall not constitute an assumption of the other Party's separate liabilities by the contributing Party, nor shall such payment constitute an admission of liability by the contributing Party. Such payment shall not give the contributing Party an interest in the separate property of the other, nor any right of reimbursement, nor shall such a payment by a Party on one or more occasions be deemed to be a waiver or an implied amendment to this Agreement.

6. **FREE TRADER.** It is mutually agreed that in any sale, transfer or conveyance by either of the Parties hereto of any separate real or personal property now owned or hereafter acquired by such Party, it shall not be necessary in order for the grantee or transferee to have good title that the other Party hereto sign and execute the deed, deed of trust, mortgage or other instrument of transfer for the sale or conveyance of property; each of the Parties hereto hereby release to the other all right, title and interest that he or she may have or hereafter acquire by the other; and, with regard to any such real or personal property, each shall be in the same position and status as if the said Party were single and unmarried and as if the marriage between the Parties had never taken place. However, each of the Parties hereto



will, at any time or times hereafter, execute and deliver any and all such further instrument as the other Party shall reasonably require for the purpose of giving full effect to the covenants, provisions and agreements of this Agreement.

7. **DEATH OF A PARTY.** The Parties waive the right to assert at the death of the other any homestead rights, any rights to a widow's, widower's or family allowance, any right to exempt property, dower, curtesy or surviving spouse's share in a probate estate, or any other similar right under the laws of North Carolina or any other state, or country, in the property owned by the deceased spouse (whether the separate property or the one-half (1/2) community of the deceased spouse), unless the same shall be provided specifically by a will or other document of the deceased spouse. Each Party specifically retains the right to take any property as provided in any testament or devise of the deceased spouse. Each Party hereby waives his or her right as a surviving spouse to elect against a will of the other Party, dissent from a will of the other Party or otherwise contest the will, or other transfer (whether by trust, beneficiary designation, or operation of law) of the other Party on the basis of his or her status as a surviving spouse. This waiver is made with the full knowledge of the rights of a surviving spouse under the North Carolina General Statutes and of the common law. Each Party agrees to waive such rights or similar rights as granted by other states, and/or countries, including any revisions or modifications of such rights as may be made by statutory or judicial action in the future.
8. **WAIVER OF SUPPORT.** Each Party accepts full responsibility for his or her own support and agrees that he or she shall not, now or in the future, be entitled to be supported by the other, even in the event of separation and/or divorce of the Parties, except as otherwise provided in the Agreement. The Parties are aware that the laws of the State of North Carolina provide that a dependent spouse may be entitled to alimony or post-separation support. The Parties understand that by the execution hereof, and except as otherwise provided in this Agreement, they are expressly waiving any such right to alimony or post-separation support even in the event of marital misconduct on the part of the other spouse.

8.01 If Sheri Brown during the first five years of the Parties' marriage commits any act(s), which would provide Stephen Justice grounds to seek a Divorce from Bed and Board, as described in N.C.G.S. § 50-7, Sheri Brown agrees to pay Stephen Justice \$2,500 per month as liquidated damages. These payments shall begin on the first day following the acts of Sheri Brown giving rise to these payments and shall continue for 48 months. Further, such payments shall survive the death of either party.

Except as provided above, the Parties waive any right to spousal support and/or alimony that may exist by virtue of their residency in another state after they are married.

9. **RETIREMENT PLANS OR PLANNING.** In the event of a separation or a divorce, each Party specifically waives his or her right to be the beneficiary of any 401(k), IRA or other retirement plan of the participating Party that was acquired before the marriage, or during the marriage by separate income, by gift, devise, bequest, trust or inheritance and each Party agrees to execute any documents necessary to accomplish this waiver, even if that execution is requested by the participant spouse after the Parties' wedding. In the event of a separation or divorce, any interest in a 401(k), IRA, or other retirement plan acquired or contributed to during the marriage with marital funds shall be divided equally between the Parties. In the event of death during the marriage, the surviving spouse shall be the beneficiary of any retirement plans of the deceased spouse unless the deceased participating spouse has named a different beneficiary. The non-participating spouse does hereby give written consent to the participating spouse to name any individual, charity or trust as said beneficiary.

9.01 Nothing set forth in this Agreement shall be deemed to prevent either Party from devising, bequeathing or otherwise transferring to the other Party any portion of his or her respective estates greater than that set forth above, should he or she so desire.

10. **WAIVER OF ADDITIONAL DISCLOSURE.** Each Party affirms that he or she has, in negotiating this Agreement, voluntarily and expressly waived in writing any right to disclosure of the other's respective income, assets, debts, liabilities and responsibilities beyond the disclosure provided herein. Each Party represents that he or she waives the

opportunity to investigate the estate of the other Party and is satisfied with the extent of disclosure made herein and, therefore, enters into this Agreement with sufficient knowledge of the financial affairs of the other. Pursuant to Chapter 52B *et seq.* of the North Carolina General Statutes and specifically § 52B-7, each Party voluntarily and expressly waives, in writing, any right to disclosure of the property or financial obligations of the other party beyond that provided in this Agreement.

11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated only upon the mutual agreement of the Parties, which shall be expressed in writing and signed by each Party, whose signature shall be duly notarized.
12. **NON-WAIVER.** The failure of either of the Parties to this Agreement to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature; nor shall it affect the Parties' rights to claim strict performance of any other portion of this Agreement.
13. **ASSIGNMENT PROHIBITED.** This Agreement is personal to each of the Parties hereto, and neither Party may assign or delegate any of its rights or obligations.
14. **GOVERNING LAW; CONSENT TO JURISDICTION; AND SEVERABILITY.** This Agreement has been drafted and executed in North Carolina and shall be governed by the laws of the State of North Carolina. Each Party consents to the personal jurisdiction of the State of North Carolina in the event of any dispute or question regarding the interpretation, validity, making and performance of this Agreement. If any part of this Agreement is unenforceable by the laws of this State or any other state or country having jurisdiction, said part shall be deemed severable from the remainder of this Agreement and shall not cause the other parts of this Agreement to be unenforceable.
15. **EFFECTIVE TITLES AND CAPTIONS.** The titles or captions given to the articles or sections in this Agreement have been utilized solely for the purposes of convenience; and in no event shall any such title or caption define, limit, extend or describe the scope of this Agreement or any of its provisions.



16. **BINDING ON HEIRS.** This Agreement and all its obligations and covenants shall bind the Parties and their heirs, executors, administrators, legal representatives, personal representatives, successors and assigns and shall inure to the benefit of the respective heirs, executors, administrators, legal representatives, personal representatives, successors and assigns.
17. **EFFECTIVENESS OF AGREEMENT.** This Agreement shall be effective after the marriage contemplated by the Parties has taken place.
18. **NEUTRAL INTERPRETATION.** Both Parties and their attorneys, if consulted, have taken part in the drafting of this Agreement. No provision in this Agreement should be interpreted for or against either Party because that Party or that Party's attorney drafted the provision.
19. **ARBITRATION CLAUSE.** In the event that any controversy or claim arising out of this Agreement cannot be settled by the Parties, such controversy or claim shall be resolved by arbitration in Charlotte, North Carolina, or by mutual agreement in another North Carolina city or town, in accordance with the North Carolina Arbitration Act ("the Act"). Upon request by either party, the Trial Court Administrator for Mecklenburg County or the County in which the case would be arbitrated, shall supply the parties with a list of certified arbitrators in such County. The parties shall select a panel of five potential arbitrators. From this panel, each party shall delete two arbitrators. The remaining arbitrator shall hear the case and render his or her award in accordance with the Act. Judgment upon the award may be entered in any court having jurisdiction thereof. The Parties otherwise may agree on an arbitrator to serve as the arbitrator at a binding arbitration of any controversy or claim arising out of this Agreement.
20. **BREACH.** Should either Party breach any provision of this Agreement which results in litigation or arbitration over said breach, then the breaching Party shall be liable for reasonable counsel fees incurred by the Party required to sue for the breach, provided said Party who brings suit is successful in litigation or arbitration. The determination of the existence or non-existence of a breach of this agreement may be determined by any Court of

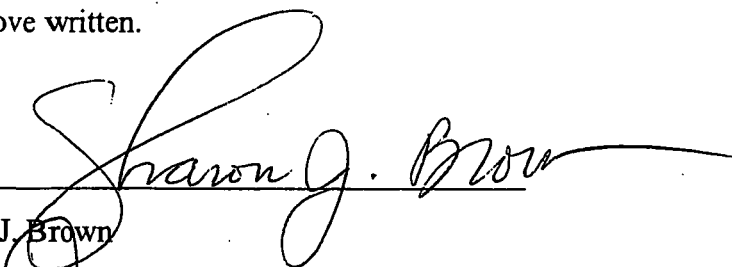


competent jurisdiction pursuant to Section 14 or Arbitrator pursuant to Section 19. The party who is deemed by a Court of law or Arbitrator to have breached this Agreement shall be responsible for all of the non-breaching party's reasonable attorney's fees.

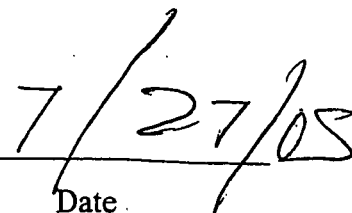
21. **MODIFICATIONS IN WRITING.** No modification, rescission or amendment to this Agreement shall be effective unless made in writing and executed by the Parties with the same formality as this Agreement.
22. **COPIES OF AGREEMENT.** This Agreement shall be executed in two or more counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument, so long as it is signed by both Parties and said Parties' signatures have been properly notarized.
23. **WAIVER OF RIGHT TO DISCHARGE OBLIGATIONS IN BANKRUPTCY.** The Parties each specifically waive their right to discharge any obligation assumed by them under this Agreement in bankruptcy. This agreement may be plead as a bar by either Party against the other should the Party with an obligation to the other hereunder attempt to discharge any debt or obligation under this Agreement in bankruptcy.
24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the Parties with regard to the subject matter hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either Party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible alleged agreements and representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.



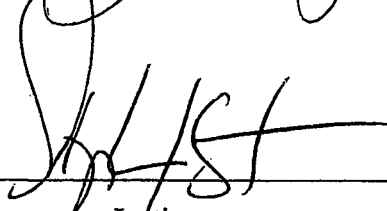
IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first above written.



Sharon J. Brown



Date



Stephen Justice



Date

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, SUSIE L. ELLIS, a Notary Public in and for the aforesaid county and state, do hereby certify that *Sharon J. Brown* personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal this 27th day of July, 2005.

Susie L. Ellis

Notary Public

My commission expires: 10-22-09

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Susie L. Ellis, a Notary Public in and for the aforesaid county and state, do hereby certify that *Stephen Justice* personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal this 2nd day of July, 2005.

Susie L. Ellis

Notary Public

My commission expires:

10-22-09

EXHIBIT A
Sharon J. Brown
6/___/05

ASSETS:

2311 Radcliffe Avenue	\$ 1,000,000
Hickory residence	\$ 500,000
Garner Land and Retail, LLC	\$ 89,683
6% Rock Hill Hotel Group	\$ 330,000
Marketable securities – Bragg Financial Advisors	\$10,257,000
Automobile	\$ _____

DEBTS:

Mortgage, 2311 Radcliffe Avenue	\$ 600,000
Mortgage, Hickory residence	\$ 225,000



EXHIBIT B
Stephen Justice

Assets:

Phat Burrito	\$500,000
1820 Woodberry Rd	\$200,000
BB&T Personal Checking	\$ 6,660
Mitsubishi Montero	\$ 14,500

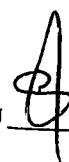
Debts:

Personal Note Payable to Sharon Brown	
(for renovations to Phat Burrito)	\$ 50,000
1820 Woodberry Rd	\$200,000
Mitsubishi Montero	\$ 14,500

EXHIBIT B
Stephen Justice
6/___/05

ASSETS:

DEBTS:

A handwritten signature, possibly reading "SJ", is written over the printed name "SJ" in the footer.

Dozier, Miller, Pollard & Murphy, L.L.P.
ATTORNEYS AT LAW

Cameron Brown Building
Suite 700
301 S. McDowell Street
Charlotte, North Carolina 28204
Telephone 704/372-6373
Facsimile 704/347-0674

MEMO

VIA Federal Express

TO: BMC Group, Inc.
Attention: Cliffs Claim Processing
18675 Lake Drive East
Chanhassen, MN 55317-3020

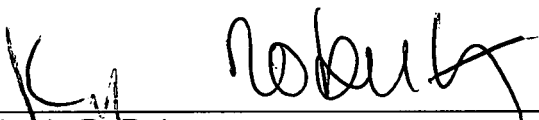
DATE: May 29, 2012

RE: The Cliffs Club & Hospitality Group, Inc. et al
Case No. 12-01220
(The Cliffs at Keowee Falls Golf & Country Club, LLC)
(Case No. 12-01229)
Sharon Justice a/k/a Sharon Brown

Enclosed please find a Proof of Claim filed by Sharon Justice a/k/a Sharon Brown in the above referenced matter.

DOZIER, MILLER, POLLARD & MURPHY, L.L.P.

By:



Kimberly R. Robertson

KRR/maf
Enclosure

cc: Sharon Justice (Brown) (Via E-Mail)
Martin G. Hunter, Esq. (Via E-Mail)

FedEx. US Airbill

Express

FedEx
Tracking
Number

8 706 7855 7336

RECIPIENT: FEEL HERE

1 From US Priority Overnight for Recipient's records
 Date 5/24/12 FedEx Tracking Number 8 706 7855 7336

Sender's Name Mary Ann Phone 704 372-6370

Company DEETER MILLER POLLARD & MURPHY

Address 501 S McDOWELL ST STE 700

Day/After/Evening

City CHARLOTTE State NC ZIP 28204-2628

2 Your Internal Billing Reference 31495

RECEIVED

3 To

Recipient's Name BMC Group, INC Phone

MAY 30 2012

ADD: Client Ann Processing HOLD Weekday
 Company ☐ below, NOT available for
 FedEx First Overnight. ☐ and FedEx 2Day to select locations.

HOLD Saturday
 Available ONLY for FedEx Priority Overnight
 and FedEx 2Day to select locations.

Address 12675 Lake Dr. EAST
 We cannot deliver to P.O. boxes or P.O. ZIP codes.

Day/After/Evening

Address Chanhassen

City Chanhassen State MN ZIP 55317-3020

0441772151

Form
1010.

0215

Recipient's Copy

4a Express Package Service

To most locations.

Packages up to 150 lbs.

- ☐ FedEx Priority Overnight ☐ FedEx Standard Overnight ☐ FedEx First Overnight
 Shipments will be delivered on Monday unless SATURDAY Delivery is selected. Shipments will be delivered on Monday unless SATURDAY Delivery is selected. Shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx 2Day ☐ FedEx Express Saver ☐ Third business day
 Shipments will be delivered on Monday unless SATURDAY Delivery is selected. Shipments will be delivered on Monday unless SATURDAY Delivery is selected. Shipments will be delivered on Monday unless SATURDAY Delivery is selected.

4b Express Freight Service

To most locations.

Packages over 150 lbs.

- ☐ FedEx 1Day Freight ☐ Next business day
 Shipments will be delivered on Monday unless SATURDAY Delivery is selected. Shipments will be delivered on Monday unless SATURDAY Delivery is selected. Shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx 2Day Freight ☐ Second business day
 Shipments will be delivered on Monday unless SATURDAY Delivery is selected. Shipments will be delivered on Monday unless SATURDAY Delivery is selected. Shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx 3Day Freight ☐ Third business day
 Shipments will be delivered on Monday unless SATURDAY Delivery is selected. Shipments will be delivered on Monday unless SATURDAY Delivery is selected. Shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx Pak* ☐ Includes FedEx Small Pak, FedEx Large Pak, and FedEx Extra Pak.
- ☐ FedEx Box ☐ FedEx Tube ☐ Other

5 Packaging Special Handling and Delivery Signature Options

☐ SATURDAY Delivery
 NOT available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 2Day Freight.

☐ Signature Required
 Signature may be left without delivering a signature for delivery.

☐ Indirect Signature
 If the recipient's address is a company, residential deliveries only, fee applies.

Does this shipment contain dangerous goods?
 One box must be checked.

- ☒ No ☐ Yes ☐ As per attached shipper's specification ☐ Not required ☐ Dry Ice ☐ UN 1845 ☐ Cargo Aircraft Only
- Dangerous goods (including Dry Ice) cannot be shipped in FedEx packages or placed in a FedEx Express drop box.

7 Payment Bill to:

- Sender Station ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check
- Total Packages ☐ Total Weight ☐
- Enter FedEx Acct. No. or Credit Card No. below.
- 0223 Recd. Act No. ☐

Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Services Guide for details.

553