

From: Mark Brody markbrody@charter.net  
Subject: Clerk's Office SC Bankruptcy Court  
Date: April 9, 2012 12:45 PM  
To: markbrody@charter.net

Clerk's Office SC Bankruptcy Court  
April 16 2012

**RECEIVED**

APR 09 2012

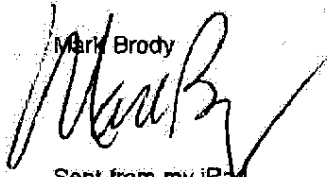
U.S. BANKRUPTCY COURT  
COLUMBIA, S.C. SLG

Case 12-01220jw

On Friday April 6, 2012 I received a response from Debtors and Trustees  
for case 12-01220-jw I do not have a CM/ECF account to send a wire  
transmission so I am sending a response to Doc 253 which was filed April  
5, 2012 by email. The court date listed I for Tuesday April 7, 2012.

Thank you for your consideration.

Mark Brody



Sent from my iPad

From: Mark Brody markbrody@charter.net  
Subject: Case 12-01220jw  
Date: April 9, 2012 12:04 PM  
To: markbrody@charter.net

Case 12-01220jw  
United States Bankruptcy Court  
District Of South Carolina

In re:  
The Cliffs Club & Hospitality Group, Inc. Chapter 11  
Debtors. Case No. 12-01220

Mark Brodys' Response To Document From Debtors and Trustees.

Come Now Mark Brody, Life Time Member in the above captioned Chapter 11 cases and hereby respond ( this Response) to Debtor and Trustees Response to this Court, which response was filed as Docket Entry No 253 and styled as Debtors Response.

Background

1. Mark Brody has request that his life membership be ongoing which is his preferred course of action or that the court establish a value based on the amount a round of golf cost at The Cliffs Communities times his total rounds.
2. The current value of 64 rounds a year for life is currently worth 274,560 dollars. Mark Brody request of the Court to protect his Interest for his lifetime membership which is documented on page (8) submitted by Trustees of the Cliffs Communities.
3. The courts' determination on value is important because the Cliffs Communities is trying to lump Mark Brody's lifetime membership into a class called honorary membership which has no value.
4. The value of a lifetime membership is ongoing where a honorary membership is not.
5. The courts decision to value the lifetime membership will protect the interest owed to Mark Brody for founding, starting and financing the Cliffs Communities.
6. On page (4) of the trustees response item number 11 the Debtors anticipate that all memberships will be rejected.

Relief Requested

Mark Brody submits this Response in aid of the status conference before this Court set for April 10, 2012. Mark Brody reserves the right to assert any additional substantive responses to the Trustees in advance of any contested hearing on this matter.

7. The Trustees do not contest an agreement was made between Mark Brody and Jim Anthony representing the Cliffs. This document has been recorded in the RMS office of Greenville County prior to the notice of bankruptcy or other claims.
8. Mark Brody maintains his rights are a lifetime membership and are not a honorary membership and therefore his request of 274,560 dollars is an amount that the court is asked to include.
9. A lifetime membership has value and Mark Brody request of the Court to place a value on his privileges.
10. The terms of the agreement Mark Brody signed guaranteed him 64 rounds of golf a year and a guaranteed Lifetime Membership recorded on page (8) as placed in records by Trustees response. It states Mark Brody is a lifetime member and only to make bookkeeping and accounting simplified is he classified as a honorary member on page (11) of Trustees response.
11. Debtors anticipate all membership agreements will be rejected and are trying to throw Mark Brody's membership into

honorary membership and the documents enclosed show otherwise.

12. Mark Brody's claims are premature is incorrect because Trustees are classifying Mark Brody's membership status incorrectly and a value is requested for loss of a lifetime membership. The trustees approach is trying to call a horse a male donkey both are from a horse but are not the same.

13. This matter is important to this court because the trustees are warranting and grouping the membership to be a honorary membership when it was written as a lifetime membership.

14. The value of this membership is part of the total amount owed to the creditors and is requested to be included in the proceedings and protecting the creditor rights and interest.

15. Addressing the treatment of Mark Brody's claims is important in determining the total amount owed by the Cliff Communities and has everything to do with these proceedings. The documentation of a lifetime membership is substantiated by the forms enclosed and a value of the loss of these privileges is requested to be include as a value owed by the Cliffs.

#### Notice Of This Response

16.

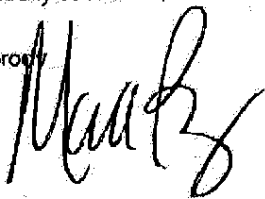
- A. The letter page (8) of the trustees response shows the creditors' rights as a lifetime membership agreement.
- B. The letter page (9) of the trustees response shows the amount of rounds guaranteed for life 64 rounds per year for lifetime.
- C. The letter page (11) of the trustees response from the Cliffs Communities in November 2000 strengthens creditors' case by making a point to say membership is classified only as an honorary membership to make bookkeeping and accounting simplified.
- D. The letter page (12) of the trustees response does not have creditors signature or initials therefore the document has no relationship to creditor or the agreement. It is as if the Cliffs Communities was writing a document to themselves.

Wherefore, Mark Brody respectfully request that the Trustees be denied and this Court grant such other and further relief to creditor as the Court may deem just and proper.

Dated April 7, 2012

Respectfully submitted,

Mark Brody



Sent from my iPad

Attachment from Debtor Billing

November 15, 2000  
212 Summit Drive  
Greenville, S.C. 29609

Dear Mark,

Pursuant to our recent meeting, I am writing to outline the special Honorary Membership agreement between you and Mr. Jim Anothony, representing Cliffs Communities.

1. We have classified your membership as an Honorary Social Membership. This makes our bookkeeping and accounting simplified.
2. You have received a membership account that provides for you to charge your food, beverage and other purchases. Also you will receive a pass for your cars to enter the Cliffs Communities
3. Through agreement dated October 19, 1995, you are provided the opportunity to play 64 rounds per year or 16 foursomes.
4. When playing, your guest are charges cart fees only. You pay no fees associated with the golf match. There are no unescorted guest privileges provided with this membership.
5. When playing golf, you will present a VIP card. Enclosed are 4 VIP cards to start with. Please call when you need more.

Please sign and return the enclosed Honorary Membership Agreement.

Sincerely,

*No charge  
out for  
bookkeeping*

*MS 11-28-00*

Attachment from Debtor Filing

MEMBERSHIP AGREEMENT  
FOR  
HONORARY MEMBERSHIP IN  
THE CLIFFS GOLF AND COUNTRY CLUB

I have received and reviewed the outline referring to the special Honorary Lifetime Membership agreement between Jim Anothony, representing Cliffs Communities, and myself. Hereto referred as page number one of this document and also signed by Mark Brody.

The Honorary Membership granted is *Honorary Social* and is provided on an agreement dated October 19, 1995. No membership fees or dues are applicable.

My rights and privileges as an Honary Lifetime Member shall only entitle Mark Brody to use the facilities at the Cliff Courses as per agreement stated above. Also the undersigned hereby acknowledges that the membership in the Cliffs Golf and Country Club or facilities provided at the Cliffs Golf and Country Club does not convey any equity or ownership interest or any other property interest in the Cliffs Golf and Country Club or the facilities provided at the Cliffs Golf and Country Club.

Membership only grants to the undersigned a non-exclusive lifetime license to use the facilities provided at the Cliffs Golf and Country Club. The specific membership privilege granted coincides with the particular agreement as stated above and is rolled into the honorary membership for accounting and bookkeeping purposes. The undersigned does not have the right to receive any of the Club's assets if dissolved.

I acknowledge and agree that as an Honorary Lifetime Member (complimentary status) and prior contractual agreement as stated above I have not paid an Initiation/ Membership Deposit or fees. In no event am I entitled to any refund of the Initiation/ membership deposit, Club Dues and Fees.

Lifetime  
\* ->

This Lifetime Membership Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to the principles of conflicts of laws.

12/16/00  
Date  
Patt M. Fero  
Vice President of Membership

11/28/07  
Mark Brody

ATTACHMENT 6 from Jobber Filing

November 15, 2000

Mr. Mark Brody  
547 Rock Bottom Road  
Sunset, SC 29685

Dear Mark,

Pursuant to our recent meeting, I am writing to outline the special Honorary Membership agreement between you and Mr. Jim Anthony.

*(All members as Special Agents)  
Lift Time*

1. We have classified your membership as an Honorary Social Membership.
2. You have received a membership account that provides for you to charge your food, beverage and other purchases.
3. Through agreement dated October 19, 1995, you are provided the opportunity to play 16 times a year at the Cliffs Course (16 foursomes).
4. When playing, your guests are charged cart fees only. You do not pay cart fees. There are no unescorted guest privileges provided with this membership.
5. When playing golf, you will present a VIP card. As we discussed, this seems to be the best way to accommodate your playing times, with no confusion in the golf shop or potential embarrassment to you. Enclosed are 4 VIP cards to start with. You indicated that was sufficient for the time being. Please call me when you need more cards.

*or 64 individual rounds  
@ 12/16/00*

Please sign and return the enclosed Honorary Membership Agreement form. Two copies are provided. Please retain one for your records. If you have any other questions, or if I have omitted anything pertinent to this agreement, please call me.

Sincerely,  
*[Signature]*  
Pat Fero  
VP Membership

**\*\* Rx Result \*\***

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