

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: The Cliffs at Keowee Springs	Case Number:	
NOTE: <i>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.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): DCP-International, LLC		
Name and address where notices should be sent: DCP International PMB 110: 825 South Waukegan Rd, A8 Lake Forest, IL 60045		COURT USE ONLY
Telephone number: (847) 283-0420 email: mmull@dcpllc.com		<div style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">MAR 12 2012</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">BMC GROUP</div>
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Telephone number: email:		<input 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>101,795.00</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>Contract</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">2 9 4 3</div>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <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"/> 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"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<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"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
		Amount entitled to priority: \$ _____
<i>*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.</i>		
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, ☐ I am a guarantor, surety, indorser, or other codebtor.
(Attach copy of power of attorney, if any.) or their authorized agent. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

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: Michelle Mull
Title: member / manager
Company: DCP International, LLC
Address and telephone number (if different from notice address above):

Michelle Mull 3/9/12
(Signature) (Date)

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.

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 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 used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

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

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

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.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (hereinafter "Agreement") is made and entered into effective as of the 1st of June, 2009 (hereinafter "Effective Date") by and between The Cliffs at Keowee Springs, LLC, a South Carolina limited liability company (hereinafter "Owner"), and DCP International, L.L.C., a Utah limited liability company (hereinafter "DCP").

WITNESSETH:

WHEREAS, Owner is the owner of a real estate development identified as The Cliffs at Keowee Springs (the "Community") in South Carolina; and

WHEREAS, Owner desires to make available for sale as fractional ownership the properties outlined in attached Exhibit A (the "Project")¹ located within the Community; and

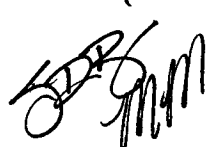
WHEREAS, Owner desires to retain DCP to provide certain services to Owner and to assist and advise on various issues relating to the Project, and DCP desires to provide such services and to assume such duties upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

AGREEMENTS:

1. Contractual Relationship. Owner hereby retains DCP to consult with Owner regarding the budgeting and execution of the sales and marketing programs (the "Marketing Programs") for the sale of fractional ownership interests (the "Fractional Ownerships") for the Project as more particularly set forth in Paragraph 4 of this Agreement, to assist Owner with the supervision of the implementation of the Marketing Program and to provide various other consulting services as set forth in Paragraph 9 of this Agreement (collectively, the "Services"), and DCP hereby accepts such retention and agrees to perform the Services as set forth herein.
2. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date and expire on the date of the first Fractional Ownership closing, unless earlier terminated in accordance with the terms of this Agreement.

¹ Owner anticipates that the Project will consist of a maximum of thirty-one (31) dwelling units divided into eight (8) fractional ownership interests per dwelling unit. That the Project is depicted in Exhibit A as consisting of the maximum number of units and fractional ownership interests does not obligate and should not be construed as obligating Owner to construct the Project to its maximum build-out. Owner desires to maintain maximum flexibility as to the ultimate build-out of the Project as more particularly described herein.



3. DCP's Advances.

3.1 During the Initial Term, Owner shall pay DCP the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) monthly (hereinafter "Advances").

3.2 Payment to DCP of Advances cannot be terminated except for: (a) permanent abandonment of the Project as a fractional ownership development by Owner, which Owner may do in its sole discretion or (b) a Default by DCP. For purposes of this Agreement, the term "Default" shall mean: (1) the commission by DCP of a material misrepresentation, gross negligence, willful misconduct, violation of law, fraud or the filing of voluntary or involuntary petition for relief pursuant to the Bankruptcy Code; (2) failure by DCP to perform the Services or other breach by DCP of this Agreement; and (3) circumstances under which DCP shall cause a material delay in the implementation of a material portion of the Budget.

3.3 Advances are due and payable by the first day of each month.

3.4 Advances are non-refundable and non-recoverable except as described in Paragraph 8.3, below.

3.5 In the event that DCP does not perform the Services for a full month, Owner shall receive a credit for the portion of the Advances for the portion of such month in which DCP did not perform the Services, and such credit shall be applied to the Advances for the succeeding month.

4. Project Marketing and Sales Budget.

4.1 During the Initial Term and any Subsequent Term of this Agreement, Owner and/or Project lender (if any) shall provide funding for sales expenses (hereinafter "Funding") detailed in the sales budget set forth on Exhibit B (the "Budget"). During the marketing period covered by the Budget, the amounts required for Funding and the uses of such Funding will be detailed in the Budget.

4.2 Owner acknowledges that expenses previously approved in writing by Owner and associated with public relations services, formulation of media plans, direct mail strategies, supervision of direct mail campaigns, copy writing, creative work, production of marketing materials, advertising placements and other typical advertising agency expenses are included in the Budget, will be paid by Owner and are not included in the Advances and/or Performance Fees (as hereinafter defined) paid to DCP.

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4.3 Project lender and/or Owner will provide Funding in accordance with the Budget, and monies so funded shall be used only for the purposes set forth in the Budget, unless otherwise agreed in writing by Owner and Project lender.

4.4 On or before the date of this Agreement, Owner shall provide an "Operations Deposit" equal to \$8,000, which amount shall be held by DCP. The purpose of the Operations Deposit is to ensure that DCP will have cash available to meet the Project sales executive expenses to be paid by DCR. Owner shall pay all amounts required for Funding when due, notwithstanding the payment of the Working Capital Deposit. Any Working Capital Deposit balance remaining at the time of termination of this Agreement shall be returned to Owner. Owner and DCP acknowledge that Owner is solely responsible for all operating expenses, including Funding, as outlined in the Budget.

4.4 of
Exhibit
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4.5 Owner shall pay the actual salaries and the commissions as reflected on the payment schedule for salaried employees of DCR, including the Sales Manager and Sales Executives, set forth on Exhibit E. For avoidance of doubt, such amount shall be in addition to any amounts paid to DCP as Advances or otherwise as provided in this Agreement. Owner shall pay the salary (and not the commission) to such employees on the first day of each month. Any unpaid salary will bear interest at a ten percent (10%) annual interest rate from the date the fees become due until fully paid. Should DCP engage an attorney to recover any amounts due and/or institute an action or proceeding in court to recover any such amounts owed, Owner will be responsible for all reasonable attorney fees, court costs and other costs associated with any collection proceedings.

4.6 For purposes of this Agreement (including the exhibits hereto), Net Sales Price shall mean the sales price recorded on the contract for sale of a Fractional Ownership, including any portion of such sales price related to club membership privileges, less any buyer incentives, including, but not limited to (a) interest reductions, (b) credits for closing costs, (c) membership fee reductions or credits, (d) marketing incentives, (e) travel vouchers or (f) any other buyer incentives reducing the actual cash received by Owner with respect to such sale.

4.7 For purposes of this Agreement, Net Sales Price also shall mean the sales price recorded on the contract for sale of a vacant lot (homesite) or a lot with house (Shelter package), as appropriate, less any buyer incentives, including, but not limited to (a) interest reductions, (b) credits for closing costs, (c) membership fee reductions or credits, (d) marketing incentives, (e) travel vouchers or (f) any other buyer incentives reducing the actual cash received by Owner with respect to such sale.

4.7 of
Exhibit
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5. Subsequent Term. The Subsequent Term of this Agreement shall commence upon the date on which the Initial Term shall expire and shall continue thereafter until all Fractional Ownerships have been sold unless terminated in accordance with the terms of this Agreement.

6. Termination of DCP by Owner.

6.1 This Agreement may be terminated by Owner in the event of a Default by DCP, provided Owner gives written notice to DCP of such Default and DCP is granted 30 days from the date such notice is received to remedy the Default. In such a termination event, no Advances accruing after the date of such termination or Perpetuity Fees shall be due and payable.

6.2 This Agreement may be terminated by Owner upon (a) permanent abandonment of the Project as a fractional ownership development, which Owner may do in its sole discretion, (b) a Change in Control (as defined herein) or (c) an assignment by DCP of its right under this Agreement not in accordance with Section 21. In any of such termination events, no Advances accruing after the date of such event or Perpetuity Fees shall be due and payable. For purposes of this Section 6, a "Change of Control" shall mean (i) a change in the ownership of DCP, whether by sale of equity, consolidation, merger or otherwise, in one transaction or a series of transactions, in any case in which holders of equity representing 50% or more of the voting power do not represent 50% or more of the voting power post-transaction; or (ii) a sale of all or substantially all of the assets of DCP.

6.3 Notwithstanding the foregoing, this Agreement may be terminated by Owner, without cause, upon 30-day written notice to DCP provided that (a) during the Initial Term, Owner shall continue to pay Advances as provided in Paragraph 3, and (b) during the Subsequent Term, Owner shall pay DCP a sum equal to three percent (3%) of the Net Sales Price of the initial sale (and not the resale, if any) of each Fractional Ownership (the "Perpetuity Fee") that closes after the date on which the notice of termination is given by Owner to DCP. In the event a Perpetuity Fee is due, such Perpetuity Fee shall be paid within ten (10) days after the time of closing for each Fractional Ownership closed after the date on which the term of this Agreement is terminated by Owner without cause.

7. Termination by DCP due to Default by Owner. If Owner fails comply with any of the material terms of this Agreement, DCP may terminate this Agreement, provided DCP gives written notice of such default and Owner is granted 30 days from the date the written notice is received to remedy the default. If Owner fails to remedy the default and DCP terminates for cause and Owner continues to sell Fractional Ownerships, then Owner shall pay DCP the Perpetuity Fee for each Fractional Ownership that closes within twelve (12) months after the date on which the notice of termination is given by DCP to Owner. In the event that a Perpetuity Fee is due, such Perpetuity Fee shall be paid within ten (10) days after the time of closing for each Fractional Ownership closed after the date on which the term of this Agreement is terminated by DCP for cause.

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8. Performance Fees.

8.1 During the Subsequent Term of this Agreement, Owner shall pay to DCP certain percentages of the Net Sales Price of each sale of a Fractional Ownership in accordance with the terms of the schedule attached to Exhibit C and this Section 8 (the "Performance Fees").

8.2 Performance Fees will be paid from sales proceeds to DCP by the title company or closing attorney upon the closing of each Fractional Ownership. In the event that a Fractional Ownership fails to close for any reason whatsoever, the Performance Fees for such Fractional Ownership shall not be due and payable.

8.3 Notwithstanding the provision of Section 8.1, Performance Fees due DCP shall be reduced by fifty percent (50%) until the total of such reductions equals the amount of Advances paid to DCP as described in Paragraph 3. Until such time as the total of such reductions equals the amount of Advances paid to DCP, fifty percent (50%) of each Performance Fee for each Fractional Ownership shall be paid from sales proceeds to DCP upon closing of such Fractional Ownership, and the remaining fifty percent (50%) shall be paid to Owner.

8.4 Owner agrees and DCP understands that Owner will start construction on a unit within the Project once a minimum of six (6) Fractional Ownerships are sold for such unit. Notwithstanding the foregoing, Owner shall not be obligated to construct any remaining units in the Project, in its sole discretion, in the event that it constructs one or more units comprising the Project.

8.5 For the purposes of this Agreement, the sale of the Project or portions of the Project to a company or entity that is in the business of selling fractional ownerships or right-to-use real estate memberships shall be deemed to be the same as the sale of Fractional Ownerships;

9. DCP Services. In consideration of the fees paid to DCP by Owner, DCP shall perform the following Services for (a) the Project and (b) any other fractional ownership project considered for development by Owner or one of its affiliates during the Initial Term or Subsequent Term of this Agreement, provided that, in the event that DCP provides the Services for a project described in (b), DCP shall not be entitled to any additional Advances, and Owner or its affiliate agrees to pay DCP Performance Fees on substantially similar terms and conditions as provided in this Agreement:

9.1 Product Design (final determination as to Product Design shall remain with Owner)

9.1.1 Consult on residential floor plans;

9.1.2 Consult on common area programming and floor plans;

- 9.1.3 Consult on Project services;
- 9.1.4 Design with Owner's input the Project ownership structure;
- 9.1.5 Design with Owner's input the Project reservations policies and procedures;
- 9.1.6 Consult on the Project furniture, fixtures and equipment; and

9.2 Marketing Programs (final determination as to Marketing Program shall remain with Owner)

- 9.2.1 Assist Owner to develop and monitor the Budget in accordance with the provisions of Section 4.1;
- 9.2.2 Assist Owner to provide on-going management of the Budget;
- 9.2.3 Assist Owner to supervise the public relations plan;
- 9.2.4 Assist Owner to supervise implementation of the Marketing Program;
- 9.2.5 Provide ongoing Marketing Program consultation;
- 9.2.6 Provide Owner with marketing/sales organization chart;
- 9.2.7 Provide design and furnishing recommendations for the sales offices;
- 9.2.8 Assist Owner to establish monthly sales reporting systems;
- 9.2.9 Provide Owner with monthly sales and marketing reports;
- 9.2.10 In consultation with Owner, hire a qualified sales director and sales staff;
- 9.2.11 Assist Owner to train all sales, marketing and administrative staff;
- 9.2.12 Assist Owner to establish sales and marketing office policies and procedures;
- 9.2.13 Assist Owner to supervise sales staff activities;
- 9.2.14 Assist Owner to develop a referral program for outside realtors and sales executives of Owner's affiliate;

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- 9.2.15 Provide training and implementation for customer relations management systems; and
 - 9.2.16 Provide documentation to Owner of appropriate regulatory approval for sale of Fractional Ownerships in a jurisdiction prior to offering the Fractional Ownerships for sale in such jurisdiction; and
 - 9.2.17 Provide documentation to Owner of all authorizations and licenses required by the State of South Carolina, including, but not limited to, the South Carolina Real Estate Commission, for DCP and its officers, directors and employees to enter into this Agreement, perform their obligations hereunder, and to accept from Owner the Advances, Performance Fees and any other remuneration based on commissions generated from the sale of the Fractional Interests; and
 - 9.2.18 Provide to Owner proof of errors and omissions insurance and all other insurance required to be maintained by DCP and its officers, directors and employees by required by the State of South Carolina, including, but not limited to, the South Carolina Real Estate Commission.
- 9.3 Financial Budgeting (final determination as to Financial Budgeting shall remain with Owner)
- 9.3.1 Prepare and participate in presentations to investors and others;
 - 9.3.2 Develop the Fractional Ownership pricing strategy;
 - 9.3.3 Provide monthly sales reporting; and
 - 9.3.4 Manage the Fractional Ownership closing due diligence requirements.
- 9.4 Club Management (final determination as to Club Management shall remain with Owner)
- 9.4.1 Consult with the Project management company ("Management Company") on management practices and staffing requirements;
 - 9.4.2 Consult with the Management Company on the preparation of the Project operating budget to the extent necessary to submit the operating budget for regulatory approval;

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9.4.3 Assist the Management Company with the determination of the reserves allocation for the Project operating budget to the extent necessary to submit the operating budget for regulatory approval;

9.4.4 Assist Owner to determine the annual owner fees and daily use fees (if any) based on the Project operations budget prepared by the Management Company.

9.5 Legal Assistance

9.5.1 Prepare, with Owner's attorney, the legal documentation for regulatory approvals;

9.5.2 Prepare and coordinate, with Owner's attorney, any modifications to legal documentation necessary for regulatory approvals;

9.5.3 Design, with Owner's attorney, the Fractional Ownership structural and/or organization documents, Fractional Ownership purchase agreements, Fractional Ownership reservation agreements and sales escrow agreements.

9.6 During the term of this Agreement provide consultation during the initial planning stages of other fractional ownership projects to be developed by Owner, provided that Owner agrees to retain DCP under terms and conditions similar to this Agreement if Owner elects to develop and market such other fractional ownership projects, which Owner may do in its sole discretion.

9.7 Devote such time and effort as required to complete assignments in a good and workmanlike manner consistent with and measured by reasonable standards applicable to similar professionals.

10. DCP Representations and Warranties. DCP hereby represents and warrants to Owner that:

10.1 Organization and Good Standing. DCP is duly organized as a limited liability company, validly existing and in good standing under the laws of the state of Utah and is qualified to do business in South Carolina. DCP has all requisite power to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and to enter into and perform its obligations under this Agreement.

10.2 Authorization; Enforceable Obligations. This Agreement has been duly authorized, executed and delivered by DCP and constitutes the legal, valid and binding obligation of DCP, enforceable against DCP in accordance with its terms. In particular and without limitation, DCP and its officers, directors and employees have all necessary authorizations and licenses required by the State of South Carolina to enter into this Agreement, perform its obligations hereunder, and to accept from Owner the

Advances, Performance Fees and any other remuneration based on commissions generated from the sale of the Fractional Interests in accordance with the terms and conditions set forth in the Agreement.

10.3 No Legal Bar. The execution, delivery and performance of this Agreement is not, and will not be, in violation of, constitute a default under, or conflict with (i) any organizational agreement forming DCP, (ii) any law or governmental rule or regulation, judgment, writ, order, injunction, award or decree of any court, arbitrator, administrative agency or other governmental authority applicable to DCP, or (iii) any of the terms, covenants, conditions or provisions of any indenture, mortgage, contract, deed of trust, debenture, agreement or other undertaking or instrument to which DCP is a party or by which its property may be bound or affected.

10.4 Litigation. There is no litigation, action, suit, proceeding or investigation pending or, to the best of DCP's knowledge, threatened against or affecting DCP of any of its officers, directors or employees before any court, arbitrator or administrative or governmental body which would have a material adverse effect on DCP's ability to perform its obligations under this Agreement or to conduct its business generally as now being conducted.

10.5 Compliance. To the best of DCP's knowledge, neither DCP nor any of its officers, directors or employees are in violation of any agreement, statute, law, rule or regulation applicable to DCP which would have a material adverse effect on DCP's ability to perform its obligations under this Agreement or to conduct its business generally as now conducted.

11. Closing Process Review. Owner will submit on a monthly basis each Project Fractional Ownership statement to DCP.

12. Future Equity Residence Club. Provided that (a) no Default by DCP has occurred hereunder, (b) Owner has not elected to permanently abandon the Project, and (c) Owner has not terminated this Agreement, Owner shall provide DCP the exclusive right of first offer to assist Owner with the development, marketing and sale of any equity residence club projects within any domestic or international properties currently owned by Cliffs Communities, Inc. or its assigns, under the same or similar terms and conditions outlined in this agreement, or as mutually agreed upon market conditions. Upon the election by Owner to develop, market and sell such an equity residence club project, Owner shall notify DCP in writing of such election, and DCP shall have thirty (30) days from receipt of such notice to accept or decline the terms of the proposed equity residence club project. The exclusive right of first offer automatically terminates upon DCP's failure to accept such terms within said thirty (30) day period.

13. No Publicity; Public Acknowledgement. Owner will use commercially reasonable efforts to acknowledge the contributions of DCP to the Project in public statements, press releases, media interviews and other public forums. DCP shall not issue any press releases or otherwise make any public statements with respect to the Project or this Agreement without the prior written consent of Owner.

Handwritten signature and initials in the bottom right corner of the page.

14. Trademark License Agreement. DCP has adopted and is using the trademarks and service marks identified in Attachment A, Trademark License Agreement, in connection with assisting Owner on various issues relating to the formation of an equity residence club; consulting with Owner regarding the design and execution of the Marketing Program for the sale of Fractional Ownerships; supervising the implementation of the Marketing Program; and providing other consulting services, product design, club management, training of sales personnel, financial planning and related product development services, and other matters as described herein. Owner agrees to sign the attached Trademark License Agreement in conjunction with this Consulting Agreement. For avoidance of doubt, DCP shall have no rights to the trademarks, service marks or any other intellectual property of Owner, its subsidiaries or affiliates.

15. Independent Contractor. In performing the Services, the parties acknowledge that DCP is acting as an independent contractor. Owner acknowledges that DCP may be involved in other business and management activities, provided, however, that such other business and management activities shall not interfere with DCP's performance of this Agreement and further that DCP agrees not to compete directly or indirectly with Owner in the sale and marketing of fractional interests similar to the Fractional Ownerships located within a seventy (70) mile radius of the Community, excluding the Mountain Club located in Cashiers, North Carolina and Catatoga located in Lake Toxaway, North Carolina. DCP shall be entirely and solely responsible for the acts of its agents, employees, and subcontractors while engaged in the performance of the Services. DCP agrees to indemnify and hold Owner harmless from any acts or omissions of DCP, its employees, subcontractors and its agents related to the Project.

16. Arbitration. Notwithstanding anything to the contrary contained herein, all disputes and controversies of every kind and nature arising out of or in connection with this Agreement including, but not limited to, the interpretation of performance under this Agreement, shall be decided by binding arbitration pursuant to the rules of, but without submission to, the American Arbitration Association, held in Greenville, South Carolina.

17. Severability. If any one or more of the provisions of this Agreement shall be held or found to be invalid, illegal or unenforceable in any aspect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

18. Interpretation and Jurisdiction. The parties hereto agree that the laws of the State of South Carolina shall govern and control the interpretation and construction of this Agreement without regard to choice of law rules. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or any dispute between DCP and Owner shall be settled by a court of competent jurisdiction in the State of South Carolina, County of Greenville, except as provided by Section 15.

19. Notice. All notices provided in this Agreement shall be in writing and may be given personally or by mail. Given by mail, the notice must be deposited in the United States Post Office with all postage



thereon, fully prepaid and addressed in a sealed envelope to the party or parties to be given notice at the address set forth herein.

The Cliffs at Keowee Springs, LLC
3598 Highway 11
Travelers Rest, SC 29690
Attn: Scott D. Beville

DCP International, LLC
2121 Waukegan Road, Suite 100
Bannockburn, IL 60015

20. Miscellaneous Terms. This Agreement shall be binding upon the successors and assigns of the respective parties hereto. This Agreement is not assignable by DCP without the prior written consent of Owner, in its sole discretion. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors, and assigns. This Agreement may only be amended in writing signed by both parties, and it constitutes the entire agreement and understanding with the parties.

21. Attorneys' Fees. In the event that either party shall commence any legal proceedings for the enforcement of this Agreement or for the recovery of any sums which may be due hereunder or because of any default or breach by either party, the prevailing party shall be entitled, in addition to any other relief obtained in such legal proceedings, to receive all of its costs and expenses in connection with such action, including, without limitation, a reasonable sum as and for attorneys' fees.

Handwritten signature and initials in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the day and year first above written.

OWNER

The Cliffs at Keowee Springs, LLC

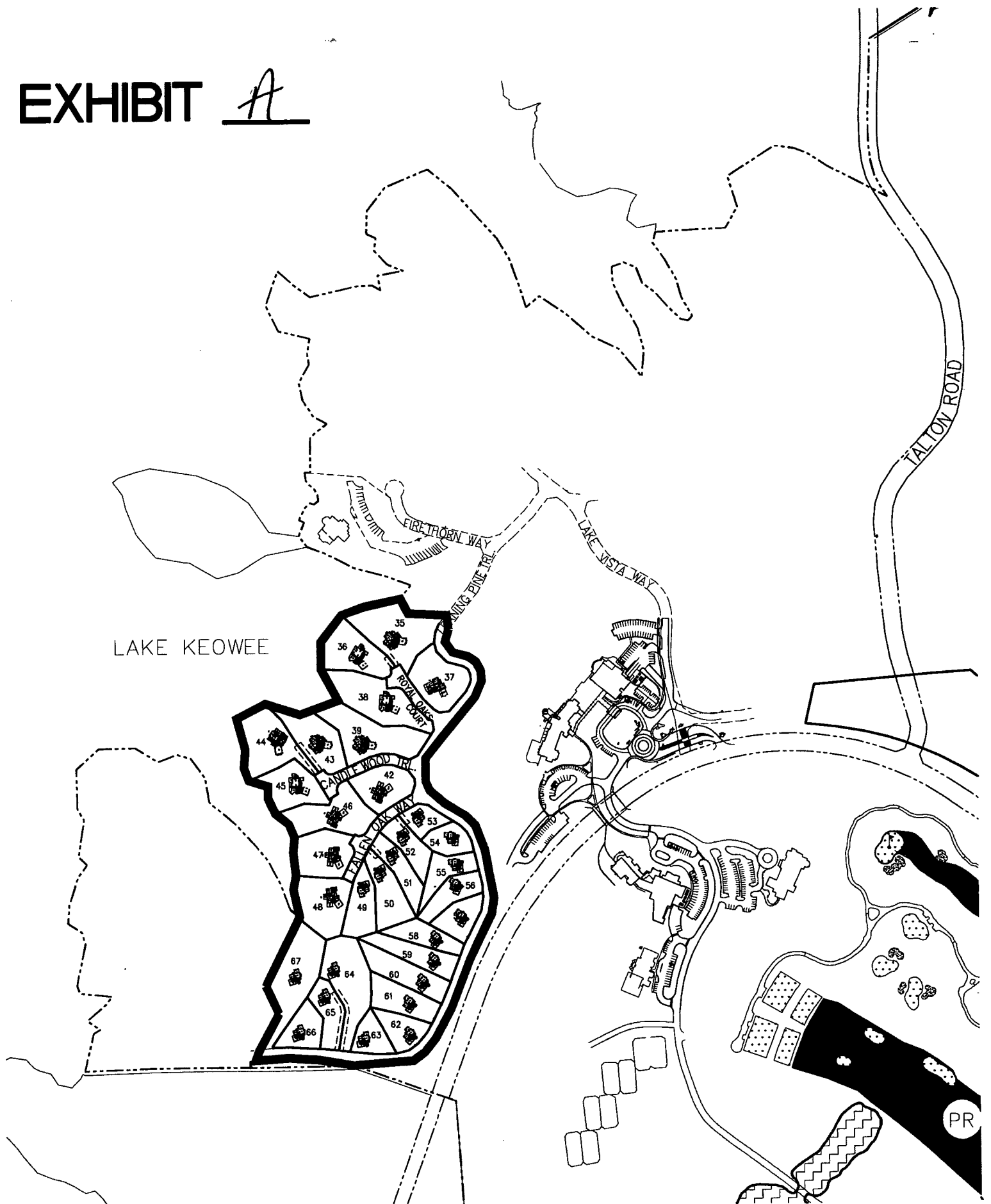
By: 
Its: EXECUTIVE VICE PRESIDENT

DCP

DCP International, L.L.C.

By: 
Its: Michelle Mull
Manager/Member

EXHIBIT A



SDR

Exhibit B

[insert copy of Budget]

Exhibit C

I. Commissions UNTIL cumulative project sales revenues exceed \$70,000,000.

	<u>Sale by DCP</u>	<u>Sale with outside Broker</u>
DCP	5%	5%
DCP Sales Manager Override *	1%	1%
DCP Sales Executive	2%	2%
Outside Broker	<u>0%</u>	<u>3%</u>
Total Commission Paid by Seller	8%	11%

II. Commissions AFTER cumulative project sales revenues exceed \$70,000,000.

	<u>Sale by DCP</u>	<u>Sale with outside Broker</u>
DCP	7%	7%
DCP Sales Manager Override *	1%	1%
DCP Sales Executive	2%	2%
Outside Broker	<u>0%</u>	<u>3%</u>
Total Commission Paid by Seller	10%	13%

* The Sales Manager shall be paid 1% of the Net Sales Price of each Fractional Ownership sold in the Project, as more particularly provided in Exhibit E. For avoidance of doubt, such 1% commission described in this Exhibit C is the same as, and is NOT in addition to, the 1% commission described in Exhibit E.

SDR
MM

Exhibit D

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is made and entered into effective as of June 1, 2009, by and between The Cliffs at Keowee Springs, LLC a South Carolina limited liability company ("Owner") and DCP International, L.L.C., a Utah limited liability company ("DCP").

A. DCP has adopted and is using the trademarks and service marks identified in the attached Schedule A (the "Licensed Marks") in connection with assisting developers on various issues relating to the formation of Equity Residence Clubs SM; consulting with developers regarding the design and execution of certain sales and marketing programs for the sale of fractional ownership interests; supervising the implementation of such sales and marketing programs; and providing other consulting services, product design, club management, training of sales personnel, financial planning and related product development services, and other matters (the "Services").

B. Owner is the developer and current owner of The Cliffs at Keowee Springs (the "Community") in South Carolina. Owner has retained DCP to assist and advise Owner in connection with an area within the Community where Owner will make certain property (as more particularly described in Exhibit A to the Consulting Agreement) available for fractional ownership (the "Project"), as set forth in the Consulting Agreement executed by the parties simultaneously herewith (the "Consulting Agreement"), which is incorporated by reference.

C. Owner wishes to use the Licensed Marks in connection with the Services at the Project. The Parties also contemplate that a homeowners' association will be formed, and that DCP will grant the homeowners' association a license to use the Licensed Marks in connection with its activities.

D. DCP is willing to license the use of the Licensed Marks in connection with the Services to Owner under the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereby declare and agree that each of the foregoing recitals is incorporated into and made a part of this Agreement and further agree as follows:

1. Grant of License. DCP hereby grants to Owner a non-exclusive, royalty-free right and license to use the Licensed Marks in connection with the Services at the Project in accordance with the terms of this Agreement.
2. Term. The Term of this Agreement shall correspond to the Initial and Subsequent Terms of the Consulting Agreement, subject to earlier termination as provided in Section 8 of this Agreement.
3. Ownership.
 - i. Owner acknowledges the ownership of the Licensed Marks in DCP, and that all use of the Licensed Marks by Owner shall inure to the benefit of and be on behalf of DCP. Owner agrees that nothing in this License Agreement shall give Owner any right, title or interest in the Licensed Marks other than the non-exclusive right to use the Licensed Marks in accordance with this Agreement.
 - ii. Owner stipulates to the value of the goodwill that DCP has developed in the Licensed Marks, and will do nothing to damage such goodwill during the term of this Agreement and thereafter.
4. Quality Control. DCP has reviewed the nature and quality of the services that Owner is currently offering and has inspected the locations where Owner is currently rendering the services and acknowledges that the services currently rendered by Owner are of high quality and are appropriate for use in conjunction with the



Licensed Marks. Owner agrees to maintain the current standard of quality of such services throughout the term of this Agreement and will act promptly to remedy any defect or failure upon receiving notice from DCP of same.


5. Form of Use. Owner shall comply with such standards and instructions as DCP may reasonably establish with respect to the style, appearance and manner of use of the Licensed Marks.
6. Enforcement. Owner will promptly notify DCP of any unauthorized use of the Licensed Marks by any third party and will confer with DCP about appropriate action. DCP shall have the sole right to determine whether any unauthorized use of the Licensed Marks is an infringement and whether to take any action.
7. Indemnity. Owner hereby releases and holds DCP, its officers, directors, employees, and agents harmless from and will defend and indemnify them against all losses, damages, costs and expenses they incur as a result of any action, claim, suit or proceeding arising out of Owner's actions under this Agreement. The foregoing obligation to release, defend, hold harmless and indemnify shall not apply to any claim that the Licensed Marks infringe upon the trademark, trade name or service mark of a third party if and only if Owner's use of such Licensed Marks is fully in accordance with the terms of this Agreement.
8. Termination for Cause. Either party shall have the right to terminate this Agreement upon thirty (30) days' written notice to the other party upon the occurrence of any of the following:
 - i. in the event of any affirmative act of insolvency by such other party, or upon the appointment of any receiver or trustee to take possession of the properties of such party or upon the winding up, sale, consolidation, merger or any sequestration by governmental authority of such party;
 - ii. upon the material misuse by Owner of the Licensed Marks; or
 - iii. Owner's failure to make regular commercial use of the Licensed Marks in connection with the Services for a period of at least six (6) consecutive months.
9. Effect of Termination. Upon termination of this Agreement, Owner will immediately discontinue all use of the Licensed Marks and any term confusingly similar thereto, destroy all printed materials bearing any of the Licensed Marks, and immediately remove the Licensed Marks from all electronic materials, signage, and other materials of any nature. Owner further agrees that it will not thereafter adopt and use any mark that is confusingly similar to the Licensed Marks.
10. Assignment. Owner may not assign or transfer this Agreement without the prior written approval of DCP and shall not sublicense any of its obligations under this Agreement. This Agreement shall be freely transferable by DCP.
11. Notices. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by expedited delivery service or by certified or registered mail, return receipt requested, or by first-class mail, postage prepaid, or sent by prepaid facsimile or telex to the parties as set forth below:

DCP:

DCP International, L.L.C.
c/o Michelle Mull
2121 Waukegan Road, Suite 100
~~29690~~
Bannockburn, Illinois 60015
Fax No. (847) 940-7004

Owner:


The Cliffs at Keowee Springs, LLC
3598 Highway 11
Travelers Rest, South Carolina **29690**
Attn: Scott D. Beville
Fax No. (864) 371-1598



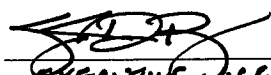
12. Any notice shall be deemed to have been given at the time of personal delivery, or upon transmission in the case of facsimile, or one (1) business day after the date and time of mailing in the case of expedited delivery service, or three (3) business days after the date and time of mailing in the case of registered or certified mail.
13. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to the subject matter hereof. This Agreement may not be modified or waived except by written instrument signed by the parties hereto.
14. Non-Waiver and Cumulative Rights. The failure of either party hereunder to exercise any right, power or option granted to such party hereunder, or to insist upon strict compliance with the terms hereof by the other party shall not constitute a waiver of any term and/or condition of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with the terms and/or conditions set forth herein. The remedies hereunder are cumulative to any other rights or remedies that may be granted by law.
15. Severability. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement and the provision in question, to the extent valid and enforceable, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
16. Authority. DCP and Owner each represent and warrant that they have the power and authority to enter into this Agreement.
17. Governing Law. This Agreement shall be interpreted according to the laws of the State of Utah.
18. Jurisdiction. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or any dispute between DCP and Owner shall be settled by a court of competent jurisdiction in the State of South Carolina, County of Greenville.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as of the day and year first above written.

DCP INTERNATIONAL, L.L.C.,
a Utah limited liability company


By: Michelle Mull
Title: member/manager

THE CLIFFS AT KEOWEE SPRINGS, LLC,
a South Carolina limited liability company


By: _____
Title: EXECUTIVE VICE PRESIDENT

Schedule A

List of Licensed Marks

Real Estate That's a Real Escape

The Sensible Way to Own the Very Best

Equity Residence Club

Rotating Priority System

Destination Club Management

Destination Club Realty

DCP International

Destination Exchange International

The Elite Alliance

Handwritten signature and initials in the bottom right corner of the page.

Exhibit E

Compensation of DCP Salaried Employee

Employee	Cumulative Compensation
DCP Sales Manager	(a) \$4,000.00 salary per month (not recoupable) (b) \$4,000.00 salary per month (subject to recoupment as provided below) (c) 1% of the Net Sales Price of each Fractional Ownership sold in the Project* (d) 2% of the Net Sales Price of each Fractional Ownership sold by such Sales Manager*
DCP Sales Executive (1 st Tier)	(a) \$4,000.00 salary per month (not recoupable) To be paid from DCR and reimbursed to DCR from Owner. (b) \$4,000.00 salary per month (subject to recoupment as provided below) (c) 2% of the Net Sales Price of each Fractional Ownership sold by such Sales Executive*
DCP Sales Executive (2 nd Tier)	(a) \$2,000.00 salary per month (not recoupable) (b) \$2,000.00 salary per month (subject to recoupment as provided below) (c) 2% of the Net Sales Price of each Fractional Ownership sold by such Sales Executive*

* Notwithstanding any other provision herein, the commissions due to each of the Sales Manager, Sales Executive (1st Tier) and Sales Executive (2nd Tier) as described above shall be reduced by fifty percent (50%) each until the total of such reductions per individual equals the total amount of the salary subject to recoupment paid to such individual as described in the table above. Until such time as the total of such reductions per individual equals the amount of salary subject to recoupment paid to such individual, fifty percent (50%) of the commission due each individual for each Fractional Ownership shall be paid from sales proceeds to the individual upon closing of such Fractional Ownership, and the remaining fifty percent (50%) shall be paid to Owner. For avoidance of doubt, the purchase and sale of a Fractional Ownership must close for the Sales Manager, Sales Executive (1st Tier) and Sales Executive (2nd Tier), as applicable, to be entitled to a commission as provided above.

FIRST AMENDMENT TO CONSULTING AGREEMENT

THIS AMENDMENT is made and entered into effective as of June 22, 2009 by and between The Cliffs at Keowee Springs, LLC a South Carolina limited liability company (hereinafter "Owner") and DCP International, LLC, an Illinois limited liability company (hereinafter "DCP").

Whereas Owner and DCP entered into a Consulting Agreement effective June 1, 2009, both parties agree to the following modification:

Under Paragraph 8, the following sentence will be added:

8.6 Referral Fee will be paid to Destination Club Realty, Inc., "DCR" of one percent (1%) of the purchase price for any referral from the fractional ownership sales staff to the whole ownership sales staff that closes. The referral must originate with the fractional ownership sales team and then be referred to the whole ownership sales team through the referral process outlined in the Sales Policy and Procedure Manual in order to be due a Referral Fee.

OWNER

CONSULTANT

By: 

Its: PRESIDENT, CLIFFS REAL ESTATE, INC.

DCP International, LLC

By: 

Its: Member/manager

SECOND AMENDMENT TO CONSULTING AGREEMENT


THIS SECOND AMENDMENT to the Consulting Agreement ("Agreement") between The Cliffs at Keowee Springs, LLC ("Owner") and DCP International, LLC ("DCP") dated June 1, 2009.

WHEREAS, Owner and DCP agree to amend the Agreement as follows:

Effective January 1, 2010, Section 3.1 should be revised as follows:

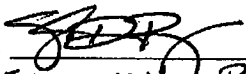
3.1.1 During the Initial Term Owner shall pay DCP the sum of Ten Thousand and no/100 Dollars (\$10,000.00) monthly (hereinafter "Advances").

3.1.2 Owner and Consultant agree that any outstanding balances owed to Consultant will be paid in full upon the earlier of:


- i) The recapitalization of The Cliffs Communities, Inc.;
- ii) ~~July 31, 2011~~ 

Date: 3/10/10

OWNER:

By: 
Its: EXECUTIVE VICE PRESIDENT

CONSULTANT:

By: 
Its: Member Manager

Statement

DCP International, LLC
PMB 110
825 South Waukegan Road A8
Lake Forest, IL 60045

Date
2/29/2012

To:
Lucas Anthony The Cliffs Communities 3851 Highway 11 Travelers Rest, SC 29690

				Amount Due	Amount Enc.	
				\$101,795.00		
Date	Transaction			Amount	Balance	
11/01/2009	INV #6526. Due 12/01/2009. Orig. Amount \$25,000.00. Consulting Fee - December 2009 --- Cliffs \$25,000.00			1,795.00	1,795.00	
12/01/2009	INV #6543. Due 12/31/2009. Orig. Amount \$25,000.00. Consulting Fee - January 2010 --- Cliffs \$25,000.00			10,000.00	11,795.00	
01/01/2010	INV #6562. Due 02/01/2010. Orig. Amount \$25,000.00. Consulting Fee - February 2010 --- Cliffs \$25,000.00			10,000.00	21,795.00	
02/01/2010	INV #6582. Due 03/01/2010. Orig. Amount \$25,000.00. Consulting Fee - March 2010 --- Cliffs \$25,000.00			10,000.00	31,795.00	
03/01/2010	INV #6591. Due 03/31/2010. Orig. Amount \$25,000.00. Consulting Fee - April 2010 --- Cliffs \$25,000.00			10,000.00	41,795.00	
04/01/2010	INV #6614. Due 05/01/2010. Orig. Amount \$25,000.00. Consulting Fee - May 2010 --- Cliffs \$25,000.00			10,000.00	51,795.00	
05/01/2010	INV #6627. Due 06/01/2010. Orig. Amount \$25,000.00. Consulting Fee - June 2010 --- Cliffs \$25,000.00			10,000.00	61,795.00	
06/01/2010	INV #6647. Due 07/01/2010. Orig. Amount \$25,000.00. Consulting Fee -July 2010 --- Cliffs \$25,000.00			10,000.00	71,795.00	
07/01/2010	INV #6680. Due 08/01/2010. Orig. Amount \$25,000.00. Consulting Fee - August 2010 --- Cliffs \$25,000.00			10,000.00	81,795.00	
07/30/2010	INV #6698. Due 09/01/2010. Orig. Amount \$10,000.00. Consulting Fee - September 2010 --- Cliffs \$10,000.00			10,000.00	91,795.00	
09/14/2010	INV #6705. Due 10/14/2010. Orig. Amount \$10,000.00. Consulting Fee - October 2010 --- Cliffs \$10,000.00			10,000.00	101,795.00	
CURRENT		1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00		0.00	0.00	0.00	101,795.00	\$101,795.00

PMB 110
825 South Waukegan Road A8
Lake Forest, IL 60045

DATE	CREDIT NO.
2/15/2011	6768

CUSTOMER
Lucas Anthony The Cliffs Communities 3851 Highway 11 Travelers Rest, SC 29690

[illegible]

PMB 110
825 South Waukegan Road A8
Lake Forest, IL 60045

Invoice

Invoice #: 6705**Invoice Date:** 9/14/2010

Due Date: 10/14/2010

Bill To:

Scott Beville
The Cliffs Communities
3851 Highway 11
Travelers Rest, SC 29690

Date	Description	Amount
9/14/2010	Consulting Fee October 2010	10,000.00

Total	\$10,000.00
Payments/Credits	\$0.00
Balance Due	\$10,000.00

PMB 110
825 South Waukegan Road A8
Lake Forest, IL 60045

Invoice #: 6698
Invoice Date: 7/30/2010
Due Date: 9/1/2010

Scott Beville
The Cliffs Communities
3851 Highway 11
Travelers Rest, SC 29690

Date	Description	Amount
	Consulting Fee - September 2010	10,000.00

Total	\$10,000.00
Payments/Credits	\$0.00
Balance Due	\$10,000.00

PMB 110
825 South Waukegan Road A8
Lake Forest, IL 60045

Bill To:

Scott Beville
The Cliffs Communities
3851 Highway 11
Travelers Rest, SC 29690

Invoice #: 6680**Invoice Date:** 7/1/2010

Due Date: 8/1/2010

Project:	Cliffs
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Total	\$25,000.00
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Payment Instructions for Wire Transfers

Swift Code:	CHASUS33
Account Number:	734665219
Routing Number:	071000013
Bank Name:	JP Morgan Chase Bank, N.A. Chicago, IL 60670

Payments/Credits	\$0.00
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Balance Due	\$25,000.00
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Destination Club Partners, L.L.C.

PMB 110
825 South Waukegan Road A8
Lake Forest, IL 60045

Tel: (847) 283-0420

Fax: (847) 482-1922

Invoice

Invoice #: 6647

Invoice Date: 6/1/2010

Due Date: 7/1/2010

Bill To:

Scott Beville
The Cliffs Communities
3851 Highway 11
Travelers Rest, SC 29690

Project:

Cliffs

Date	Description	Amount
6/1/2010	Consulting Fee -July 2010	25,000.00

Total \$25,000.00

Payments/Credits \$0.00

Balance Due \$25,000.00

Payment Instructions for Wire Transfers

Swift Code: CHASUS33
Account Number: 734665219
Routing Number: 071000013
Bank Name: JP Morgan Chase Bank, N.A.
Chicago, IL 60670

Destination Club Partners, L.L.C.

PMB 110
825 South Waukegan Road A8
Lake Forest, IL 60045

Tel: (847) 283-0420

Fax: (847) 482-1922

Invoice

Invoice #: 6627

Invoice Date: 5/1/2010

Due Date: 6/1/2010

Bill To:

Scott Beville
The Cliffs Communities
3851 Highway 11
Travelers Rest, SC 29690

Project: Cliffs

Date	Description	Amount
5/1/2010	Consulting Fee - June 2010	25,000.00

Total \$25,000.00

Payments/Credits \$0.00

Balance Due \$25,000.00

Payment Instructions for Wire Transfers

Swift Code: CHASUS33
Account Number: 734665219
Routing Number: 071000013
Bank Name: JP Morgan Chase Bank, N.A.
Chicago, IL 60670

Destination Club Partners, L.L.C.

PMB 110
825 South Waukegan Road A8
Lake Forest, IL 60045

Tel: (847) 283-0420

Fax: (847) 482-1922

Invoice

Invoice #: 6614

Invoice Date: 4/1/2010

Due Date: 5/1/2010

Bill To:

Scott Beville
The Cliffs Communities
3851 Highway 11
Travelers Rest, SC 29690

Project: Cliffs

Date	Description	Amount
4/1/2010	Consulting Fee - May 2010	25,000.00

Total \$25,000.00

Payments/Credits \$0.00

Balance Due \$25,000.00

Payment Instructions for Wire Transfers

Swift Code: CHASUS33
Account Number: 734665219
Routing Number: 071000013
Bank Name: JP Morgan Chase Bank, N.A.
Chicago, IL 60670

Swift Code: CHASUS33
Account Number: 734665219
Routing Number: 071000013
Bank Name: JP Morgan Chase Bank, N.A.
Chicago, IL 60670

Destination Club Partners, L.L.C.

PMB 110
825 South Waukegan Road A8
Lake Forest, IL 60045

Tel: (847) 283-0420
Fax: (847) 482-1922

Invoice

Invoice #: 6582
Invoice Date: 2/1/2010
Due Date: 3/1/2010

Bill To:

Scott Beville
The Cliffs Communities
3851 Highway 11
Travelers Rest, SC 29690

Project: Cliffs

Date	Description	Amount
2/1/2010	Consulting Fee - March 2010	25,000.00

Total \$25,000.00

Payments/Credits \$0.00

Balance Due \$25,000.00

Payment Instructions for Wire Transfers

Swift Code: CHASUS33
Account Number: 734665219
Routing Number: 071000013
Bank Name: JP Morgan Chase Bank, N.A.
Chicago, IL 60670

Destination Club Partners, L.L.C.

PMB 110
825 South Waukegan Road A8
Lake Forest, IL 60045

Tel: (847) 283-0420
Fax: (847) 482-1922

Invoice

Invoice #: 6562

Invoice Date: 1/1/2010

Due Date: 2/1/2010

Bill To:

Scott Beville
The Cliffs Communities
3851 Highway 11
Travelers Rest, SC 29690

Project:

Cliffs

Date	Description	Amount
1/1/2010	Consulting Fee - February 2010	25,000.00

Total \$25,000.00

Payments/Credits \$0.00

Balance Due \$25,000.00

Payment Instructions for Wire Transfers

Swift Code: CHASUS33
Account Number: 734665219
Routing Number: 071000013
Bank Name: JP Morgan Chase Bank, N.A.
Chicago, IL 60670

PMB 110
825 South Waukegan Road A8
Lake Forest, IL 60045

Fax: (847) 482-1922

Scott Beville
The Cliffs Communities
3851 Highway 11
Travelers Rest, SC 29690

Invoice #: 6543

Due Date: 12/31/2009

Project: | Cliffs

Total	\$25,000.00
--------------	--------------------

Swift Code: CHASUS33
Account Number: 734665219
Routing Number: 071000013
Bank Name: JP Morgan Chase Bank, N.A.
Chicago, IL 60670

Payments/Credits	\$0.00
-------------------------	---------------

Balance Due	\$25,000.00
--------------------	--------------------

Destination Club Partners, L.L.C.

2121 Waukegan Road, Suite 100
Bannockburn, IL 60015

Tel: (847) 940-7000

Fax: (847) 940-7004

Invoice

Invoice #: 6526

Invoice Date: 11/1/2009

Due Date: 12/1/2009

Bill To:

Scott Beville
The Cliffs Communities
3851 Highway 11
Travelers Rest, SC 29690

Project:

Cliffs

Date	Description	Amount
11/1/2009	Consulting Fee December 2009	25,000.00
<i>Paid \$ 23,205 3/10/11</i>		

Total \$25,000.00

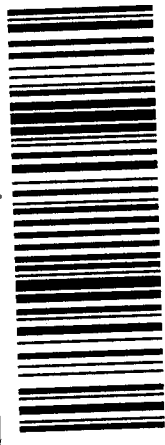
Payments/Credits \$0.00

Balance Due \$25,000.00

Payment Instructions for Wire Transfers

Swift Code: CHASUS33
Account Number: 734665219
Routing Number: 071000013
Bank Name: JP Morgan Chase Bank, N.A.
Chicago, IL 60670

MB 110
25 So Waukegan Rd A8
Lake Forest IL 60045

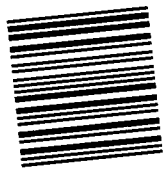


7007 2560 0002 0629 9928

RETURN RECEIPT
REQUESTED



1000



55317

U.S. POSTAGE
PAID
LAKE FOREST, IL
60045
MAR 10, 12
AMOUNT
\$7.40
00027479-16

BMC Group, Inc.

The Cliffs Club & Hospitality Group, Inc.
Claims Processing

PO Box 3020
Granbassen, MN 55317-3020

RECEIVED

MAR 12 2012

BMC GROUP