STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE CIRCUIT COURT

CAUSE NO. 45C01-0711-PL-00301

STATE OF INDIANA,

Plaintiff,

v.

VACATION RESORT MANAGEMENT INC., HARBOR MANAGEMENT OF COLORADO LLC, HARBOR MANAGEMENT CORPORATION, MADELINE ALLERTON, DAVID HADDAD, and LISA JANTELEZIO,

Defendants.

Filed in Clerk's Office

FEB 22 2008

Thomas R. Phillips
CLERK LAKE CIRCUIT COURT

FIRST AMENDED COMPLAINT FOR INJUNCTION, RESTITUTION, COSTS, AND CIVIL PENALTIES

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Thomas Irons, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*, Indiana Promotional Gifts and Contests Act, Ind. Code § 24-8-1-1 *et seq.*, Telephone Solicitations Act, Ind. Code § 24-5-12-1 *et seq.*, and Indiana Time Shares and Camping Clubs Act, Ind. Code § 32-32-1-1 *et seq.*, for injunctive relief, consumer restitution, investigative costs, civil penalties, and other relief.

PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c), Ind. Code § 24-8-6-3, Ind. Code § 24-5-12-23, and Ind. Code § 32-32-3-14.

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2. The Defendant, Vacation Resort Management Inc. (hereinafter "VRMI"), at all times relevant to this Complaint was a Nevada foreign corporation regularly engaged in the sale of time shares, travel club memberships, and vacation packages to Indiana consumers. VRMI maintained principal places of business at 222 East State Street, Batavia, Illinois 60510 and 903 Commerce Drive, Oak Brook, Illinois 60523 and an Indiana office located at 5265 Commerce Drive, Crown Point, Indiana, 46305.

3. The Defendant, Harbor Management of Colorado LLC (hereinafter "Harbor - Colorado"), at all times relevant to this Complaint was a Colorado foreign limited liability company regularly engaged in the sale of time shares, travel club memberships, and vacation packages to Indiana consumers. Harbor – Colorado maintained a principal place of business at 3212 Rock Creek Drive, Broomfield, Colorado 80020 and an Indiana office located at 5265 Commerce Drive, Crown Point, Indiana, 46305.

4. The Defendant, Harbor Management Corporation (hereinafter "Harbor – Nevada"), at all times relevant to this Complaint was an Illinois foreign corporation regularly engaged in the sale of time shares, travel club memberships, and vacation packages to Indiana consumers. Harbor – Nevada maintained principal places of business at 3101 Spring Mountain Road, # 3, Las Vegas, Nevada 89102 and 1050 East Flamingo Road, Suite S-305, Las Vegas, Nevada 89119 and an Indiana office located at 5265 Commerce Drive, Crown Point, Indiana, 46305.

5. The Defendant, Madeline M. Allerton (hereinafter "Allerton"), at all times relevant to this Complaint was an individual regularly engaged in the sale of time shares, travel club memberships, and vacation packages to Indiana consumers. Allerton was the president of VRMI and resided or resides at 1231 Kaneville Road, Geneva, Illinois 60134; 401 Elm Avenue,

Geneva, Illinois 60134; 222 East State Street, Batavia, Illinois 60510; or 710 Natwill Square, Geneva, Illinois 60134

6. The Defendant, David W. Haddad (hereinafter "Haddad"), at all times relevant to this Complaint was an individual regularly engaged in the sale of time shares, travel club memberships, and vacation packages to Indiana consumers. Haddad was or is the vice president of VRMI, owner/operator of Harbor – Nevada, and co-managing member of Harbor – Colorado, and he resided or resides at P.O. Box 254, Franklin, Arkansas 72536; 1231 Kaneville Road, Geneva, Illinois 60134; 4653 Aventura Canyon Court, Las Vegas, Nevada 89139; or 11326 Patores Street, Las Vegas, Nevada 89141.

7. The Defendant, Lisa B. Jantalezio, also known as Lisa B. Haddad and formerly known as Lisa B. Alonso and Lisa B. Rogers (hereinafter "Jantelezio"), at all times relevant to this Complaint was an individual regularly engaged in the sale of time shares, travel club memberships, and vacation packages to Indiana consumers. Jantelezio was or is the vice president of VRMI, owner/operator of Harbor – Nevada, and co-managing member of Harbor – Colorado, and she resided or resides at P.O. Box 254, Franklin, Arkansas 72536; 1231 Kaneville Road, Geneva, Illinois 60134; 4653 Aventura Canyon Court, Las Vegas, Nevada 89139; or 11326 Patores Street, Las Vegas, Nevada 89141.

8. When, in this Complaint, reference is made to any act of Defendants, such allegations shall be deemed to mean that the principals, agents, representatives, or employees of Defendants did or authorized such acts to be done while actively engaged in the management, direction, or control of the affairs of Defendants and while acting within the scope of their duties, employment, or agency.

FACTS

A. General Allegations

9. VRMI, Harbor – Colorado, and Harbor – Nevada did business in Indiana under various assumed and fictitious names, including Harbor Resort Management Group, Harbor Management Resort Group, Harbor Resorts, Vacation Resorts, Star Vacation Club, Star Vacations, and VRM.

10. VRMI, Harbor – Colorado, and Harbor – Nevada failed to obtain certificates of existence or certificates of authority to do business in the State of Indiana.

11. On April 13, 2005, VRMI entered into a purchase agreement with Alternative Debt Portfolios L.P. (hereinafter "ADP") in which VRMI agreed to sell or assign certain contracts, conditional sales contracts, chattel, installment notes, promissory notes, security agreements, invoices, accounts receivables, leases, and other obligations to ADP. A true and correct copy of VRMI's contract with ADP is attached and incorporated by reference as Exhibit "A".

12. On January 1, 2006, ADP sub-contracted with Highlands Credit Corporation (hereinafter "Highlands") wherein Highlands agreed to perform billing and collections services for certain contracts assigned or sold to ADP. A true and correct copy of ADP's contract with Highlands is attached and incorporated by reference as Exhibit "B".

13. On October 13, 2006, Harbor – Colorado, Haddad, and Jantelezio entered into a contract with VRMI in which Harbor – Colorado, Haddad, and Jantelezio purchased the assets and accounts of VRMI. A true and correct copy of the asset purchase and sale agreement is attached and incorporated by reference as Exhibit "C".

14. On October 18, 2006, Harbor – Colorado and Harbor – Nevada, collectively entered into a purchase agreement with ADP in which Harbor – Colorado and Harbor – Nevada agreed to sell or assign certain contracts, conditional sales contracts, security agreements, invoices, accounts receivables, leases, and other obligations to ADP. A true and correct copy of the purchase agreement is attached and incorporated by reference as Exhibit "D".

15. As a material inducement and in consideration for ADP entering into the purchase agreement referenced in paragraph fourteen (14), Haddad and Jantelezio each individually executed a Personal Guaranty with ADP on October 19, 2006 and October 20, 2006, respectively. True and correct copies of Haddad's Guaranty and Jantelezio's Guaranty are attached and incorporated by reference as Exhibits "E" and "F," respectively.

16. On January 23, 2007, ADP sub-contracted with Sonnenschein Financial Services Inc. (hereinafter "Sonnenschein") wherein Sonnenschein agreed to perform billing and collections services for certain contracts assigned or sold to ADP. A true and correct copy of ADP's contract with Sonnenschein is attached and incorporated by reference as Exhibit "G".

17. On July 1, 2007, ADP executed a second sub-contract with Highlands wherein Highlands agreed to perform billing and collections services for certain contracts assigned or sold to ADP. A true and correct copy of ADP's second contract with Highlands is attached and incorporated by reference as Exhibit "H".

18. To attract prospects to Defendants' time share, travel club membership, and vacation package sales presentations, Defendants or their agents engaged in direct mail solicitation and telemarketing of Indiana consumers.

19. At least since November 2005, Defendants have mailed solicitations or otherwise provided notices to Indiana consumers stating that the recipients had won or may have won a prize or prizes.

20. The solicitations and notices referred to in paragraph nineteen (19) do not disclose all eligibility limitations in least ten (10) point boldface type.

21. The solicitations and notices referred to in paragraph nineteen (19) do not disclose the verifiable retail values or statement of odds for each prize in immediate proximity with each listing of the prize and in the same size type and boldness as the prize.

22. The solicitations and notices referred to in paragraph nineteen (19) do not disclose, in at least ten (10) point boldface type, that the recipients are required to hear or attend a sales presentation in order to obtain the prize or prizes.

23. The solicitations and notices referred to in paragraph nineteen (19) do not disclose that the recipients are required to purchase additional goods or services, including shipping fees, handling fees, or any other charge, in order to obtain the prize or prizes.

24. Defendants have not registered with the Consumer Protection Division as "sellers" under Ind. Code § 24-5-12.

25. Defendants have not registered with the Consumer Protection Division as a time share seller under Ind. Code § 32-32-3.

26. VRMI, Harbor – Colorado, and Harbor – Nevada purposely interchanged and substituted their corporate, legal, assumed, and fictitious names when soliciting and transacting with consumers so as to confuse the consumers regarding the actual business entity with which they were dealing.

27. Allerton, Haddad, and Jantelezio have ignored, controlled, and manipulated the corporate and legal forms of their companies in an attempt to mislead and deceive consumers transacting with the corporations.

28. Pursuant to Ind. Code § 23-1-26-3, a shareholder may become personally liable by reason of the shareholder's own acts or conduct.

29. Piercing the corporate veil to hold Allerton, Haddad, and Jantelezio personally responsible for the actions of the corporations and companies they control is necessary to prevent misuse of the corporate form and to prevent injustice to consumers.

B. Allegations Regarding Consumer Nikole Aponte's and Josh Skalka's Transaction.

30. On or about August 16, 2006, Defendants, as agents of ICW Inc., entered into a contract with Nikole Aponte and Josh Skalka (hereinafter "Aponte and Skalka") of Chesterton, Indiana, wherein Aponte and Skalka agreed to purchase a time share and vacation exchange club membership for a total price of eight thousand dollars ($8,000.00). A true and correct copy of Aponte's and Skalka's contract with Defendants is attached and incorporated by reference as Exhibit "I".

31. On or about August 16, 2006, Aponte and Skalka paid eight hundred dollars ($800.00) to Defendants as a down payment on the contract referenced in paragraph thirty (30) and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

32. At the time Defendants contracted with Aponte and Skalka, Defendants represented that the time share and vacation package would entitle Aponte and Skalka to participate in the RCI Exchange Program, which would allow her to exchange her time share

points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for Aponte and Skalka to use their timeshare and exchange club membership and stated that they would be able to use the purchased items by January 1, 2007.

33. At the time Defendants contracted with Aponte and Skalka, Defendants represented that the consumers' time share would be located in Florida.

34. Aponte and Skalka ultimately received property interests in a time share named "Villages on the Lake" located in Montgomery County, Texas.

35. Defendants failed to perform fulfillment and enrollment services for Aponte and Skalka and failed to pay ICW Inc. and RCI for the underlying property interest and memberships until March 2007.

36. Because of Defendants' misrepresentations and delay in performing their obligations, Aponte and Skalka were not able to use their time share or exchange club membership until April 2007.

C. Allegations Regarding Consumer Arturo Azcona's and Danielle Azcona's Transaction.

37. On or about November 17, 2005, Defendants entered into a contract with Arturo Azcona and Danielle Azcona (hereinafter "Azconas") of Merrillville, Indiana, wherein the Azconas agreed to purchase a time share and vacation exchange club membership for a total price of six thousand nine hundred ninety-five dollars ($6,995.00). A true and correct copy of the Azconas' contract with Defendants is attached and incorporated by reference as Exhibit "J".

38. On our about November 17, 2005, the Azconas paid six hundred ninety-nine dollars and fifty cents ($699.50) to Defendants as a down payment on the contract referenced in

paragraph thirty-seven (37) and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

39. Defendants contract with the Azconas provides that the Azconas purchased a "service contract that requires seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership in Buyer from contracted developers, resellers, homeowners association management companies and individuals, which can be used for participation in the RCI points resort program."

40. At the time Defendants contracted with the Azconas, Defendants represented that the Azconas would receive their deeded timeshare interest and be enrolled in the RCI points exchange system within sixty (60) days of the transaction date.

41. At the time Defendants transacted with the Azconas, Defendants provided a written notice to the Azconas stating that they were entitled to a free "JetAway GetAway" vacation package through a third-party promoter, Infinity Incentive Group.

42. The Azconas attempted to redeem their free vacation with Infinity Incentive Group on November 22, 2005 and April 30, 2006, but they never received the prize.

43. Defendants failed to provide the Azconas with a substitute prize and failed to redeem the prize certificate after Infinity Incentive Group failed to do so.

44. Subsequent to entering into the contract with the Azconas, Defendants sold their rights under the promissory note referenced in paragraph thirty-eight (38) to ADP in January 2006, which sub-contracted the billing services for the contract to Highlands.

45. Defendants failed to pay ICW Inc. for the Azconas' time share at Inverness South Padre until March 10, 2007. Defendants also failed to enroll the Azconas in RCI's exchange system until at least March 10, 2007.

46. Because of Defendants' misrepresentations and delay in paying for and enrolling the timeshare and exchange club membership, the Azconas were unable to utilize their account for almost four (4) months.

47. The Azconas attempted to cancel their contract and obtain a refund, but the Defendants refused their request, so the Azconas are still receiving monthly bills from Highlands.

D. Allegations Regarding Consumer Jamey Barnett's Transaction.

48. On or about November 30, 2006, Defendants contacted Jamey Barnett (hereinafter "Barnett") of La Porte, Indiana, by telephone and represented that Barnett had won a free one thousand dollar ($1,000.00) shopping spree and a free vacation.

49. On or about November 30, 2006, Barnett attempted to claim his prizes at Defendants' Crown Point location. Defendants provided Barnett with certificates stating that additional shipping, handling, and reservation fees were required.

50. On or about November 30, 2006, Defendants entered into a contract with Barnett, wherein Barnett agreed to purchase a time share and vacation exchange club membership for four thousand nine hundred dollars ($4,900.00). A true and correct copy of Barnett's contract with Defendants is attached and incorporated by reference as Exhibit "K".

51. On or about November 30, 2006, Barnett paid Four Hundred Ninety Dollars ($490.00) to Defendants as a down payment on the contract referred to in paragraph fifty (50) and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

52. Defendants' contract with Barnett provided that he could cancel the transaction within one hundred twenty (120) hours and receive a full refund.

53. Barnett cancelled his contract on December 4, 2006 by sending a written cancellation request by certified mail to Defendants.

54. Defendants promised Barnett on numerous occasions that they would provide a refund to Barnett and cancel his financing agreement.

55. Despite Barnett's cancellation, Defendants sold their rights under the promissory note referenced in paragraph fifty-one (51) to ADP, which sub-contracted the billing and collection services to Highlands.

56. Defendants failed to timely notify ADP and Highlands of Barnett's cancellation, and Highlands sent billing statements and payment demands to Barnett.

57. Defendants failed to refund Barnett's down payment.

E. Allegations Regarding Consumers Morris Blackmon and June Blackmon's Transaction.

58. On or about June 6, 2006, the Defendants contacted Morris Blackmon and June Blackmon (hereinafter "Blackmons") of East Chicago, Indiana, by telephone and represented that the Blackmons may have won a television, a car, or a vacation.

59. On or about June 6, 2006, the Blackmons attended a sales presentation at Defendants' Crown Point location and attempted to claim their prize

60. Defendants did not provide a prize to the Blackmons.

61. On or about June 6, 2006, Defendants entered into a contract with the Blackmons wherein the Blackmons agreed to purchase a time share and vacation exchange club membership for a total price of seven thousand nine hundred ninety-five dollars ($7,995.00). A true and

correct copy of the Blackmons' contract with Defendants is attached and incorporated by reference as Exhibit "L".

62. On or about June 6, 2006, the Blackmons paid seven hundred ninety-nine dollars and fifty cents ($799.50) to Defendants as a down payment on the contract referred to in paragraph sixty-one (61), and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

63. Defendants contract with the Blackmons provides that the Blackmons purchased a "service contract that requires seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership in Buyer from contracted developers, resellers, homeowners association management companies and individuals, which can be used for participation in the RCI points resort program."

64. At the time Defendants contracted with the Blackmons, Defendants represented that the Blackmons would receive their deeded timeshare interest and be enrolled in the RCI points exchange system within sixty (60) days of the transaction date.

65. Defendants failed to pay ICW Inc. for the Blackmons' time share until September 2007. Defendants also failed to enroll the Blackmons in RCI's exchange system until at least September 2006.

66. Because of Defendants' misrepresentations and delay in paying for and enrolling the time share and exchange club membership, the Blackmons were unable to utilize their account for more than three (3) months.

F. Allegations Regarding Consumer Crystal Corsey's Transaction.

67. On or about July 18, 2006, Defendants entered into a contract with Crystal Corsey (hereinafter "Corsey") of Merrillville, Indiana, wherein Corsey agreed to purchase a time share and vacation exchange club membership for a total price of six thousand dollars ($6,000.00). A true and correct copy of Corsey's contract with Defendants is attached and incorporated by reference as Exhibit "M".

68. On or about July 18, 2006, Corsey paid one hundred seventy-five dollars ($175.00) to Defendants as a down payment on the contract referred to in paragraph sixty-seven (67) and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

69. Defendants' contract provided that it would "process enrollment on behalf of Buyer into the RCI exchange program" and "arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI affiliated Resorts," among other things.

70. At the time Defendants contracted with Corsey, Defendants represented that Corsey would receive her account information within thirty (30) days and further represented that Corsey could begin using her time share and exchange club membership within sixty (60) days.

71. Corsey did not receive her account information until May 2007.

72. Defendants failed to provide fulfillment and enrollment services related to Corsey's time share and RCI membership until May 2007.

73. Because of Defendants' misrepresentations and delays, Corsey was unable to use her vacation membership package until May 2007.

G. Allegations Regarding Consumers Cornell Davis and Penny Davis' Transaction.

74. On or about April 6, 2006, Defendants contacted Cornell Davis and Penny Davis (hereinafter "Davises") of Hammond, Indiana, by telephone and represented that the Davises had won a prize if they would agree to attend one of Defendants' sales presentations.

75. On or about April 6, 2006, Defendants emailed the Davises to confirm that they had won an appointment to attend a sales presentation, that they had won a free one thousand dollar shopping spree, and that they were "guaranteed" to win "one of 5 major gifts": a Cadillac Escalade, ten (10) night Hawaiian vacation, two thousand five hundred dollars ($2,500.00) in cash, seven (7) night Florida/Bahamas vacation and cruise, or a thirty-two (32) inch flatscreen television.

76. On or about April 9, 2006, Defendants entered into a contract with the Davises, wherein the Davises agreed to purchase a time share and vacation exchange club membership for a total price of two thousand nine hundred ninety-five dollars ($2,995.00). A true and correct copy of the Davis' contract with Defendants is attached and incorporated by reference as Exhibit "N".

77. On or about April 9, 2006, the Davises paid two hundred ninety-five dollars ($295.00) to Defendants as a down payment on the contract referred to in paragraph seventy-six (76) and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

78. Defendants' contract with the Davises provided that it would "process enrollment on behalf of Buyer into the [Interval International] exchange program" and "arrange transfer of

inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts," among other things.

79. At the time Defendants contracted with the Davises, Defendants represented that the Davises could begin using their time share and exchange club membership within sixty (60) days.

80. Defendants failed to disclose that the Davises would have to pay required payment of additional costs and shipping and handling fees in order to redeem the free shopping spree.

81. Defendants did not provide any of the "5 major gifts" referenced in paragraph seventy-five (75) to the Davises.

82. Defendants failed to provide fulfillment and enrollment services related to the Davis' time share and Interval International RCI membership within sixty (60) days of the transaction date.

83. Because of Defendants' misrepresentations and delays, the Davises were unable to use their time share and exchange club membership until at least July 2007.

H. Allegations Regarding Consumers George Drozd and Therese Drozd's Transaction.

84. On or about February 18, 2006, Defendants mailed a post card to George Drozd and Theresa Drozd (hereinafter "Drozds") of Whiting, Indiana, and represented that the Drozds had won a television if they would agree to attend one of Defendants' sales presentations.

85. On or about February 18, 2006, the Drozds went to Defendants' Crown Point location to claim their prize. The Defendants did not give the Drozds the promised free television.

86. On or about February 18, 2006, Defendants entered into a contract with the Drozds, wherein the Drozds agreed to purchase a time share and vacation exchange club membership for a total price of one thousand five hundred ninety-five dollars ($1,595.00). A true and correct copy of the Drozds' contract with Defendants is attached and incorporated by reference as Exhibit "O".

87. On or about February 18, 2006, the Drozds paid one hundred fifty dollars ($150.00) to Defendants as a down payment on the contract referred to in paragraph eighty-six (86) and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

88. At the time Defendants contracted with the Drozds, Defendants represented that they would perform or provide enrollment services for the Drozds' RCI exchange club account within sixty (60) days.

89. At the time Defendants contracted with the Drozds, Defendants represented that the purchase agreement would entitle the Drozds to thirty thousand (30,000) points in the RCI exchange club system which could be redeemed after three (3) timely payments had been made.

90. The Drozds made three (3) timely payments and attempted to use their RCI points in May 2006, but their account had not been activated.

91. Defendants failed to provide enrollment services for the Drozds' RCI account until August 2006.

92. Because of Defendants' misrepresentations and delays, the Drozds were unable to use their exchange club membership until August 2006.

I. Allegations Regarding Consumers Dean Efantis and Emma Efantis' Transaction.

93. On or about May 30, 2006, the Defendant entered into a contract with Dean Efantis and Emma Efantis (hereinafter "Efantises") of Valparaiso, Indiana, wherein the Efantises agreed to purchase a time share and vacation exchange club membership for a total price of one thousand nine hundred ninety-five dollars ($1,995.00). A true and correct copy of the Efantis' contract with Defendants is attached and incorporated by reference as Exhibit "P".

94. On or about May 30, 2006, the Efantises signed a promissory note and retail installment contract pay the entire balance at a seventeen and eight-tenths percent (17.8%) interest rate.

95. At the time Defendants contracted with the Efantises, Defendants represented that they would perform or provide enrollment services for the Efantis' RCI exchange club account within sixty (60) days.

96. At the time Defendants contracted with the Efantises, Defendants represented that the purchase agreement would entitle the Efantises to thirty thousand (30,000) points in the RCI exchange club system which could be redeemed after three (3) timely payments had been made.

97. The Efantises made three (3) timely payments and attempted to use their RCI points, but their account had not been activated and they were unable to obtain any accommodations.

98. Defendants failed to provide enrollment services for the Efantis' RCI account within sixty (60) days.

99. Because of Defendants' misrepresentations and delays, the Efantises were unable to use their exchange club membership until at least June 2007.

J. Allegations Regarding Consumer Michelle Ferrell's Transaction.

100. On or about March 30, 2006, Defendants entered into a contract with Michelle Ferrell (hereinafter "Ferrell") of Michigan City, Indiana, wherein Ferrell agreed to purchase a time share and vacation exchange club membership for a total price of six thousand nine hundred ninety-five dollars ($6,995.00). A true and correct copy of Ferrell's contract with Defendants is attached and incorporated by reference as Exhibit "Q".

101. On our about March 30, 2006, Ferrell signed a promissory note and retail installment contract to pay the full amount due under the contract referenced in paragraph one hundred (100) at a seventeen and eight-tenths percent (17.8%) interest rate.

102. At the time Defendants contracted with Ferrell, Defendants represented that Ferrell could cancel the transaction at any time prior to the first payment due date.

103. Ferrell attempted to cancel the contract referenced in paragraph ninety-nine (99) approximately three (3) weeks after the transaction date, before any payment due date had passed, but Defendants refused to cancel the contract.

104. Defendants sold their rights under the promissory note referenced in paragraph one hundred one (101) to ADP, which sub-contracted the billing and collection services to Highlands.

105. Because of Defendants' misrepresentations concerning cancellation rights, Ferrell continues to receive billing statements and payment demands from Highlands.

K. Allegations Regarding Consumer Greg Fodor and Sharon Fodor's Transaction.

106. On or about January 4, 2006, Defendants entered into a contract with Greg and Sharon Fodor (hereinafter "Fodors") of Portage, Indiana, wherein Fodors agreed to purchased a

time share and vacation exchange club membership for a total price of one thousand three hundred ninety-five dollars ($1,395.00). A true and correct copy of the Fodors' contract with Defendants is attached and incorporated by reference as Exhibit "R".

107. On or about January 4, 2006, Fodors paid one hundred thirty-nine dollars and fifty cents ($139.50) to Defendants as a down payment on the contract referred to in paragraph one hundred six (106) and signed a promissory note and retail installment contract to pay the remaining balance.

108. At the time Defendants contracted with the Fodors, Defendants represented that they would perform or provide fulfillment and enrollment services for the Fodors' RCI exchange club account and time share interest.

109. At the time Defendants contracted with Fodors, Defendants represented that the purchase agreement would entitle the Fodors to thirty thousand (30,000) points in the RCI exchange club system which could be redeemed after three (3) timely payments had been made.

110. The Fodors made more than three (3) timely payments and attempted to use their RCI points in January 2007, but their account had not been activated and they were unable to obtain any accommodations.

111. On or about January 3, 2007, Defendants represented that the Fodors would receive their account information within six (6) to eight (8) weeks.

112. On or about April 20, 2007, Defendants represented that the Fodors would receive their account information within forty-five (45) days.

113. Defendants have failed to provide enrollment and fulfillment services for the Fodor's time share and exchange club membership, failed to pay the time share company or RCI

for the underlying time share interest and exchange company membership the Fodors purchased, and failed to provide the Fodors with the applicable account information.

114. Because of Defendants' misrepresentation and failures to perform contract obligations, the Fodors have been unable to use their time share or exchange club points.

L. Allegations Regarding Consumer Jeffrey Francis and Irene Francis' Transaction.

115. On or about December 6, 2006, Defendants entered into a contract with Jeffrey and Irene Francis (hereinafter "Francises') wherein the Francises agreed to purchase a time share and vacation exchange club membership for a total price of four thousand three hundred ninety dollars ($4,390.00). A true and correct copy of the Francises' contract with Defendants is attached and incorporated by reference as Exhibit "S".

116. On or about December 6, 2006, the Francises paid four hundred thirty dollars and ninety cents ($430.90) to Defendants as a down payment on the contract referred to in paragraph one hundred fifteen (115) and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

117. At the time Defendants contracted with the Francises, Defendants represented that they would perform or provide fulfillment and enrollment services for the Francis' Interval International exchange club account and time share interest.

118. At the time Defendants contracted with the Francises, Defendants represented that that the Francises would receive their ownership and membership information within one (1) month and could begin using their time share and exchange account at that time.

119. Defendants have failed to provide enrollment and fulfillment services for the Fodor's time share and exchange club membership, failed to pay the time share company or

Interval International for the underlying time share interest and exchange company membership the Francises purchased, and failed to provide the Francises with the applicable account information.

120. Because of Defendants' misrepresentation and failures to perform contract obligations, the Francises have been unable to use their time share or exchange club points.

M. Allegations Regarding Consumer Edward Frank and Lorraine Frank's Transaction.

121. On or about July 2, 2006, Defendants entered into a contract with Edward Frank and Lorraine Frank (hereinafter "Franks') wherein the Franks agreed to purchase a time share and vacation exchange club membership for a total price of one thousand five hundred ninety-five dollars ($1,595.00). A true and correct copy of the Franks' contract with Defendants is attached and incorporated by reference as Exhibit "T".

122. On or about July 2, 2006, the Franks paid one hundred fifty dollars ($150.00) to Defendants as a down payment on the contract referred to in paragraph one hundred twenty-one (121) and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

123. At the time Defendants contracted with the Franks, Defendants represented that they would perform or provide fulfillment and enrollment services for the Franks' RCI exchange club account and time share interest.

124. At the time Defendants contracted with Franks, Defendants represented that the purchase agreement would entitle the Franks to thirty thousand (30,000) points in the RCI exchange club system which could be redeemed after three (3) timely payments had been made.

125. The Franks made more than three (3) timely payments and attempted to use their RCI points in October 2006, but their account had not been activated and they were unable to obtain any accommodations.

126. Defendants promised the Franks on numerous occasions that their accounts were being processed and that they would receive their ownership and membership information soon.

127. Defendants have failed to provide enrollment and fulfillment services for the Franks' time share and exchange club membership, failed to pay the time share company or Interval International for the underlying time share interest and exchange company membership the Franks purchased, and failed to provide the Franks with the applicable account information.

128. Because of Defendants' misrepresentation and failures to perform contract obligations, the Franks have been unable to use their time share or exchange club points.

129. Subsequent to contracting with the Franks, Defendants sold their rights under the promissory note referenced in paragraph one hundred twenty-two (122) to ADP, which sub-contracted the billing and collection services to Highlands.

130. The Franks made payments totaling five hundred sixty-one dollars and ninety-six cents ($561.96) to Highlands.

131. On or about September 17, 2007, the Franks received a refund in the amount of five hundred sixty-one dollars and ninety-six cents ($561.96) from Highlands.

132. The Franks have not received a refund of their down payment from Defendants.

N. Allegations Regarding Consumer William Garnett and Celestine Holloway Garnett's Transaction.

133. On or about May 12, 2006, Defendants contacted William Garnett and Celestine Holloway Garnett (hereinafter "Garnetts") of Merrillville, Indiana, by telephone and represented that the Garnetts had won a prize if they would attend one of Defendants' sale presentations.

134. On or about May 12, 2006, the Garnetts attended a sales presentation at Defendants' Crown Point location, but Defendants failed to provide the Garnetts with the promised prize.

135. On or about May 12, 2006, Defendant entered into a contract with the Garnetts, wherein the Garnetts agreed to purchase a time share and vacation exchange club membership for a total price of one thousand five hundred ninety-five dollars ($1,595.00). A true and correct copy of the Garnetts' contract with Defendants is attached and incorporated by reference as Exhibit "U".

136. On or about May 12, 2006, the Garnetts paid one hundred fifty dollars ($150.00) to Defendants as a down payment on the contract referred to in paragraph one hundred thirty-five (135) and signed a promissory note and retail installment contract for the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

137. At the time Defendants contracted with the Garnetts, Defendants represented that they would perform or provide fulfillment and enrollment services for the Garnetts' RCI exchange club account and time share interest.

138. At the time Defendants contracted with Garnetts, Defendants represented that the purchase agreement would entitle the Garnetts to thirty thousand (30,000) points in the RCI exchange club system which could be redeemed after three (3) timely payments had been made.

139. The Garnetts made more than three (3) timely payments and attempted to use their RCI points in November 2006, but their account had not been activated and they were unable to obtain any accommodations.

140. Defendants promised the Garnetts on numerous occasions that their accounts were being processed and that they would receive their ownership and membership information soon.

141. Defendants have failed to provide enrollment and fulfillment services for the Garnetts' time share and exchange club membership, failed to pay the time share company or RCI for the underlying time share interest and exchange company membership the Garnetts purchased, and failed to provide the Garnetts with the applicable account information.

142. Because of Defendants' misrepresentation and failures to perform contract obligations, the Garnetts have been unable to use their time share or exchange club points.

O. Allegations Regarding Consumer Maurice Barfield's Transaction.

143. On or about August 18, 2006, Defendant's entered into an agreement with Maurice Barfield (hereinafter "Barfield") of Gary, Indiana, wherein Barfield agreed to purchase a RCI and/or Start Vacation Club resort program membership.

144. Defendants misrepresented that Barfield was enrolled in the RCI program, when in fact he was not. Barfield was billed for the RCI program membership, but was unable to stay at the resort he had paid for.

145. Because of Defendants' misrepresentations concerning Barfield's enrollment in the RCI program, Barfield was unable to use the RCI program membership.

P. Allegations Regarding Consumer Dorothy Campbell's Transaction.

146. On or about March 14, 2007, Defendants entered into a contract with Dorothy Campbell (hereinafter "Campbell") of Merrillville, Indiana, wherein Campbell agreed to purchase an Interval International exchange club account and time share interest for a total price of four thousand dollars ($4,000.00). A true and correct copy of Campbell's contract with Defendants is attached and incorporated by reference as Exhibit "V".

147. On or about March 14, 2007, Campbell paid four hundred dollars ($400.00) to Defendants as a down payment on the contract referred to in paragraph one hundred forty-six (146) and signed a promissory note and retail installment contract for the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

148. Defendants' Interval Purchase Agreement and Truth in Lending Disclosure Statement states that "[w]ithin five (5) calendar days of the date set forth below purchaser may cancel this contract for the purchase of a Time-share interval," and that cancellation may be done "by hand-delivery" or "certified mail."

149. Campbell hand-delivered a letter as notice of cancellation to Defendant's Merrillville, Indiana office on March 18, 2007. Campbell also sent the letter of cancellation by certified mail to Defendant's Las Vegas, Nevada office on March 19, 2007.

150. On or about September 2007, Campbell received a bill from a collection agency for St. Johann Alpenland maintenance fees in the amount of one hundred forty-four dollars ($144.00). Campbell called the telephone number listed in the collection notice, but was unable to speak with anyone because there was only an automated voice recording.

151. Because of Defendants' misrepresentations and failure to cancel Campbell's contract, Campbell received billing statements and payment demands.

Q. Allegations Regarding Consumer Henry Cole, Jr.'s Transaction.

152. On or about April 1, 2007, Defendants entered into a contract with Henry Cole, Jr. (hereinafter "Cole") of Merrillville, Indiana, wherein Cole agreed to purchase a Vacation Property and Gold Club Travel membership with Interval International for a total price of four thousand four hundred dollars ($4,400.00). A true and correct copy of Cole's contract with Defendants is attached and incorporated by reference as Exhibit "W".

153. On or about April 1, 2007, Cole paid four thousand four hundred dollars ($4,400.00) in full on the contract referred to in paragraph one hundred fifty-two (152).

154. Defendants' Interval Purchase Agreement and Truth in Lending Disclosure Statement states that "[w]ithin five (5) calendar days of the date set forth below purchaser may cancel this contract for the purchase of a Time-share interval," and that cancellation may be done "by hand-delivery" or "certified mail."

155. On or about April 3, 2007, Cole hand-delivered a letter as notice of cancellation to Defendant's Crown Point, Indiana office. On that same day, Cole sent Defendant the letter of cancellation by certified mail to Defendant's Las Vegas, Nevada office.

156. Because of Defendants' misrepresentations, Cole's payment has not been refunded as expected under the terms of the contract.

R. Allegations Regarding Consumer Rosanne Farkas' Transaction.

157. On or about September 22, 2006, Defendants contacted Rosanne Farkas (hereinafter "Farkas") of Orland Park, Illinois, by mail and represented that Farkas had won a three (3) day, two (2) night stay at a Radisson resort, free dinner, and gas.

158. When Farkas called a toll free telephone number, she was told to receive the prize she must attend a sales presentation for time shares. On or about September or October, 2006, Farkas attended a time shares sales presentation, and was told Defendants were out of certificates after she refused to purchase a time share.

159. On or about October and November, 2006 Farkas made several follow up telephone calls to Defendants regarding the status of her certificate. Defendants told Farkas the certificates were on back order. Defendants have yet to provide Farkas a certificate.

160. Because of Defendants' misrepresentations, Farkas did not receive the certificate as indicated by Defendants' promotional mailing and sales presentation.

S. Allegations Regarding Consumer James and Martha Geddas' Transaction.

161. On or about March 2006, Defendants contacted James and Martha Gedda (hereinafter "Geddas") of Crown Point, Indiana, by telephone and represented that the Geddas had won a major prize which could include a car, big screen television, a large cash prize, or an expensive vacation trip.

162. On or about March 29, 2006, Defendants provided the Geddas with a voucher for a free three (3) day, two (2) night stay in a hotel, and two (2) free round trip airline tickets. The Geddas did not attempt to use the voucher.

163. On or about March 29, 2006, Defendants entered into a contract with the Geddas, wherein the Geddas agreed to purchase a time share and vacation exchange club membership for a total price of six thousand four hundred ninety-five dollars ($6,495.00). A true and correct copy of the Geddas' contract with Defendants is attached and incorporated by reference as Exhibit "X."

164. On or about March 29, 2006, the Geddas paid three hundred nineteen dollars ($319.00) to Defendants as a down payment on the contract referred to in paragraph one hundred sixty-three (163), and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

165. Defendants' contract with the Geddas provides that the Geddas purchased "a service contract that requires Seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership to Buyer from contracted developers, resellers, homeowners association management companies and individuals, which can be used for participation in the RCI points resort program."

166. On or about June 2006, Defendants represented that the Geddas' ability to use their timeshare interest and vacation membership package was dependent upon availability, and Defendants were never able to supply the Geddas with an available timeshare. Defendants advised the Geddas to sell their timeshare interest if they were unhappy with the service. Defendants have been unable to sell their timeshare interest.

167. The Geddas have continued to receive billing statements from Highlands Credit Corporation up to at least June 15, 2007.

168. Because of Defendants' misrepresentations and delays, the Geddas have been unable to use their vacation membership package.

T. Allegations Regarding Consumer Joyce Jones' Transaction.

169. On or about February 15, 2007, Defendants entered into a contract with Joyce Jones (hereinafter "Jones") of Gary, Indiana, wherein Jones agreed to purchase a time share and vacation exchange club membership for a total price of seven thousand nine hundred ninety-five

dollars ($7,995.00). A true and accurate copy of Joneses contract with Defendants is attached and incorporated by reference as Exhibit "Y."

170. On or about February 15, 2007, Jones paid one hundred dollars ($100.00) to Defendants and post-dated a check to be cashed at a later date for six hundred ninety-nine dollars and fifty cents ($699.50) as a down payment on the contract referred to in paragraph one hundred sixty-nine (169). Jones also signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

171. Defendants cashed the check prior to the date on the post-dated check, resulting Jones' checking account to be charged a total of one thousand thirty-three dollars and twenty-eight cents ($1,033.28), including over-draft charges.

172. On or about April 19, 2007, Defendants cancelled Jones' contract because her check did not clear the bank and overdraft fees were accumulating. Defendants' Cancellation Worksheet states a refund is to be issued to Jones in the amount of one thousand thirty-three dollars and twenty-eight cents ($1,033.28).

173. Defendants have failed to issue Jones a refund in the amount referred to in paragraph one hundred seventy-one (171).

U. Allegations Regarding Consumer Ernest McFall's Transaction.

174. On or about June 4, 2006, Defendants entered into a contract with Ernest McFall and Jessica McFall (hereinafter "McFalls") of Gary, Indiana, wherein the McFalls agreed to purchase a time share and vacation exchange club membership for a total price of ten thousand six hundred nineteen dollars and sixty cents ($10,619.60). A true and correct copy of the McFalls' contract with Defendants is attached and incorporated by reference as Exhibit "Z".

175. On or about June 4, 2006, the McFalls signed a promissory note and retail installment contract to pay the balance of the contract referred to in paragraph one hundred seventy-four at a seventeen and eight-tenths percent (17.8%) interest rate.

176. On or about August 6, 2006 the McFalls commenced monthly payments to Highlands Credit Corporation in the amount of one hundred seventy six dollars and ninety-nine cents ($176.99) for their time share and vacation exchange club membership.

177. The McFalls received Defendants' agent's ICW Welcome Letter dated August 23, 2006, which stated the McFalls were receive their membership items within ninety (90) days after making three (3) timely payments to Highlands Credit Corporation.

178. The McFalls never received any official membership documentation from RCI or Interval International, Inc. Both RCI and Interval International, Inc. later told the McFalls that they had no record of their membership, nor had they received any monies paid by the McFalls for their membership.

179. Because of Defendants' misrepresentations and delay in paying for and enrolling the timeshare and exchange club membership, the McFalls were unable to utilize their account.

180. The McFalls attempted to cancel their contract and obtain a refund, but the Defendants refused their request, and the McFalls are still receiving bills and payment demands from Highlands, which was sub-contracted by ADP to collect on the McFalls' promissory note ADP purchased from Defendants.

V. Allegations Regarding Consumer Juventino Martinez's Transaction.

181. On or about March, 2007, Defendants contacted Juventino Martinez (hereinafter "Martinez") of Hobart, Indiana, by telephone and represented that Martinez would receive a free vacation to Las Vegas, Nevada, if he attended a sales presentation for time shares.

182. On or about March 15, 2007, Martinez attended a time shares sales presentation, and was told Defendants were out of vacations after he refused to purchase a time share.

183. Because of Defendants' misrepresentations, Martinez did not receive the free vacation as indicated by Defendants' telephone solicitation and sales presentation.

W. Allegations Regarding Consumer Ronald Killingsworth's Transaction.

184. On or about March 8, 2007, Defendants entered into a contract with Ronald Killingsworth (hereinafter "Killingsworth") of Crown Point, Indiana, wherein Killingsworth agreed to purchase a time share and vacation exchange club membership for a total price of four thousand nine hundred dollars ($4,900.00). A true and correct copy of Killingsworth's contract with Defendants is attached and incorporated by reference as Exhibit "AA".

185. On or about March 8, 2007, Killingswoth paid a total of four thousand nine hundred dollars ($4,900.00) on the contract referenced in paragraph one hundred eighty-four (184) and signed a truth in lending disclosure statement and purchase agreement.

186. Defendant's truth in lending disclosure statement states that "[w]ithin five (5) calendar days of the date set forth below purchaser may cancel this contract for the purchase of a Time-share interval," and that cancellation may be done "by hand-delivery" or "certified mail."

187. On or about March 10, 2007, Killingsworth faxed and sent by certified mail a notice of cancellation to Defendants for his purchase of the time share and vacation exchange club membership.

188. Because of Defendants' misrepresentations and failure to cancel Killingsworth's contract, Killingsworth has not received a refund.

X. Allegations Regarding Consumer Stephen Pluimer's Transaction.

189. On or about January 14, 2007, Defendants entered into a contract with Stephen Pluimer (hereinafter "Pluimer") of Westville, Indiana, after Pluimer had attended a time share presentation. In the contract, Defendants represented that Pluimer would receive a time share and vacation exchange club membership for a total price of four thousand five hundred dollars ($4,500.00). A true and correct copy of Pluimer's contract with Defendants is attached as Exhibit "BB".

190. On or about January 14, 2007, Pluimer paid two thousand five hundred dollars ($2,500.00) to Defendants as a down payment on the contract referenced in paragraph one hundred eighty-nine (189) and signed a truth in lending disclosure statement, purchase agreement, and a promissory note to pay the remaining balance at a zero percent (0.0%) interest rate.

191. On or about May, 2007, Pluimer attempted to reach Defendants to arrange for a vacation. Pluimer was unable to reach Defendants because their phone lines were disconnected and offices closed.

192. Because of Defendants' misrepresentations Pluimer has been unable to utilize his vacation membership package.

Y. Allegations Regarding Consumer Ronald Richmond's Transaction.

193. On or about April 28, 2006, Defendants entered into a contract with Ronald Richmond (hereinafter "Richmond") of Demotte, Indiana, wherein Richmond agreed to purchase a time share and vacation exchange club membership for a total price of one thousand five

hundred ninety-five dollars ($1,595.00). A true and correct copy of Richmond's contract with Defendants is attached and incorporated by reference as Exhibit "CC".

194. On or about April 28, 2006, Richmond paid one hundred fifty dollars ($150.00) as a down payment on the contract referenced in paragraph one hundred ninety four (194) and signed a promissory note and retail installment contract to pay the remaining balance at a zero (0.0%) interest rate.

195. On or about May 2, 2006, Defendants sent Richmond a letter that stated it would take up to sixty (60) days to process Richmond's membership, and after that time period he would have access to his vacation benefits.

196. Because of Defendants' misrepresentations and delay in paying for and enrolling the timeshare and exchange club membership, Richmond has been unable to utilize his membership account.

Z. Allegations Regarding Consumer Lee Saulsberry's Transaction.

197. On or about September or October, 2006, Defendants contacted Lee Saulsberry (hereinafter "Saulsberry") of Gary, Indiana, by telephone regarding timeshare and vacation membership packages.

198. On or about October 5, 2006, Defendants entered into a contract with Saulsberry wherein Saulsberry agreed to purchase a timeshare and vacation exchange club membership for a total price of five thousand nine hundred sixteen dollars and sixty-three cents ($5,916.63). A true and correct copy of Saulsberry's contract is attached and incorporated by reference as Exhibit "DD".

199. On or about October 5, 2006, Saulsberry signed a truth in lending disclosure statement, purchase agreement, and promissory note to pay the balance referred to in paragraph one hundred ninety-eight (198) at a seventeen and eight-tenths percent (17.8%) interest rate.

200. On or about October 20, 2006, Defendants sent Saulsberry a letter that stated it would take up to sixty (60) days to process Saulsberry's membership, and after that time period he would have access to his vacation benefits.

201. Because of Defendants' misrepresentations and delay in paying for and enrolling the timeshare and exchange club membership, Saulsberry has been unable to utilize his membership account.

202. Although Saulsberry is unable to utilize his membership account, his bank account was debited monthly through August 2007 by Highland, the sub-contractor hired by ADP to collect amounts due on Saulsberry's promissory note ADP purchased from Defendants.

AA. Allegations Regarding Consumer Gwendolyn Sim's Transaction.

203. On or about February 2, 2007, Defendants entered into a contract with Gwendolyn Sims (hereinafter "Sims") of Gary, Indiana, wherein Sims agreed to purchase a time share and vacation exchange club membership for a total price of seven thousand three hundred nineteen dollars and fifty-six cents ($7,319.56). A true and accurate copy of Sims' contract with Defendants is attached and incorporated by reference as Exhibit "EE".

204. On or about February 2, 2007, Sims paid four hundred ninety-nine dollar and fifty cents ($499.50) to Defendants as a down payment on the contract referenced to in paragraph two hundred three (203) and signed a promissory note and truth in lending disclosure statement to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

205. Defendants' retail installment contract states that the contract may be cancelled within one hundred twenty (120) hours by certified mail or fax. On or about February 6, 2007, Sims sent a letter of cancellation by Express Mail and requested her check to be returned. Defendants cashed the check and have not returned Sims' phone calls or refunded her money.

206. On or about March 16, 2007 Sims received a letter from Defendants stating that her account had been closed and a refund check in the amount of four hundred ninety-nine dollar and fifty cents ($499.50) had been mailed to Sims, in response to a complaint filed by Sims with the Better Business Bureau. Sims did not receive a refund.

207. Because of Defendants' misrepresentations and failure to cancel Sims' contract, Sims has not received a refund.

BB. Allegations Regarding Consumers Tommy and Samantha Sons' Transaction.

208. On or about November 19, 2006, Defendants entered into a contract with Tommy and Samantha Sons (hereinafter "Sons") of Hobart, Indiana, wherein the Sons agreed to purchase a time share and vacation exchange club membership for a total price of eight thousand dollars ($8,000.00). A true and correct copy of the Sons' contract with Defendants is attached and incorporated by reference as Exhibit "FF".

209. On or about November 19, 2006, the Sons paid four thousand dollars ($4,000.00) to Defendants as a down payment on the contract referenced in paragraph two hundred eight (208) and signed a purchase agreement to pay the remaining balance at a zero percent (0.0%) interest rate.

210. At the time Defendants contracted with the Sons, Defendants only represented the different vacation options available to the Sons. Defendants failed to represent that the Sons

would own a timeshare in Austria, and that the timeshare must be exchanged for the Sons to utilize vacation options. Defendants used tactics such as distracting the Sons while reading the contract, and moving them to several rooms during the transaction to conceal the fact that the Sons were purchasing the timeshare.

211. At the time Defendants contracted with the Sons, Defendants offered a free gift certificate with the purchase of the timeshare. The Sons were unable to redeem the free gift because they were unable to reach Defendants before the free gift expired.

212. Defendants represented that the Sons would get the first year of maintenance fees for free, but the Sons were billed for the maintenance fee for the second quarter during the first year of the purchase.

213. Defendants have contracted with attorney Michael Halpin, 5590 Broadway, Merrillville, Indiana, 46410-2633 regarding this matter.

214. Because of Defendants' misrepresentations, the Sons were unable to utilize their membership for several months, and have been billed for amounts not included or higher than those amounts contracted to.

CC. Allegations Regarding Consumer Brian Swisher's Transaction.

215. On or about March 21, 2006, Brian Swisher (hereinafter "Swisher") of Crown Point, Indiana, attended Defendants' timeshare sales presentation. Defendants thereafter contracted with Swisher for the purchase of a timeshare and vacation exchange club membership for a total price of eleven thousand two hundred fifteen dollars and forty-three cents ($11,215.43). A true and correct copy of Swisher's contract with Defendants is attached and incorporated by reference as Exhibit "GG".

216. On or about March 21, 2006 Swisher paid three hundred dollars ($300.00) to Defendants as a down payment on the contract reference in paragraph two hundred fifteen (215) and signed a promissory note and retail installment contact to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

217. Defendants represented that Swisher would receive a membership ID and information packet within forty-five (45) days that would allow Swisher to book six (6) weeks of vacations per year. Swisher did not receive this information and documentation until more than one (1) year after the purchase of the timeshare, and after Swisher stopped payments to Defendants at his bank.

218. Defendants sold their rights under the promissory note referenced in paragraph two hundred sixteen (216) to ADP, which sub-contracted the billing and collection services to Highlands, and Swisher is currently still receiving billing statements from Highlands demanding payment and threatening collection.

219. Due to Defendants' misrepresentations and delay in paying for and enrolling the timeshare and exchange club membership, Swisher was unable to utilize his account.

DD. Allegations Regarding Consumer Edward Thomases Transaction.

220. On or about March 25, 2007, Defendants entered into a contract with Edward Thomas (hereinafter "Thomas") of Demotte, Indiana, wherein Defendants represented that Thomas would receive a time share and vacation exchange club membership for a total price of four thousand ($4,000.00) dollars. A true and correct copy of Thomases contract with Defendants is attached and incorporated by reference as Exhibit "HH".

221. On or about March 25, 2007, Thomas paid four hundred dollars ($400.00) to Defendants as a down payment on the contract referenced in paragraph two hundred twenty (220) and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

222. Because of Defendants' misrepresentations Thomas has not received his timeshare and he continues to be billed on monthly basis.

EE. Allegations Regarding Consumers William and Anna Vespos' Transaction.

223. On or about November 17, 2006, Defendants contacted William Vespo and Anna Vespo (hereinafter "Vespos") of Hobart, Indiana, by telephone regarding Defendants' timeshare and vacation packages.

224. On or about November 17, 2006, Defendants entered into a contract with the Vespos wherein the Vespos agreed to purchase a time share and vacation exchange club membership. The Vespos paid three thousand dollars ($3,000.00) for the time share and vacation exchange club membership.

225. On or about November 18, 2006, the Vespos cancelled the contract with Defendants because Defendants had misrepresented the cost per week of the bonus weeks included in their contract.

226. On or about April, 2007, Defendants told the Vespos on several occasions that they would send a check to refund the Vespos money. The Vespos have not received a refund check.

227. Because of Defendants' misrepresentations, the Vespos have not received a refund for their cancelled membership.

FF. Allegations Regarding Consumer James Walton's Transaction.

228. On or about April, 2006, Defendants contacted James Walton (hereinafter "Walton") of Gary, Indiana, by telephone and represented that Walton had won a free vacation. However, Defendants failed to provide Walton with the free vacation.

229. On or about April 14, 2006, Defendants entered into a contract with Walton, wherein Walton agreed to purchase a timeshare and vacation exchange club membership for a total price of one thousand five hundred ninety-five dollars ($1,595.00). A true and correct copy of Walton's contract with Defendants is attached and incorporated by reference as Exhibit "II".

230. On or about April 14, 2006, Walton paid one hundred fifty dollars ($150.00) to Defendants as a down payment on the contract reference in paragraph two hundred twenty-nine (229) and signed a promissory note and retail installment contract to pay the remaining balance at a zero percent (0.0%) interest rate.

231. Because of Defendants' misrepresentations and failure to purchase a timeshare and provide fulfillment services for the exchange club membership, Walton was unable to utilize his membership account; was unable to obtain his free vacation; and continues to be billed by Highlands, which was sub-contracted by ADP, which purchased his promissory note from Defendants.

GG. Allegations Regarding Consumers Russell D. Marcus and Katherine Wuchner's Transaction.

232. Sometime between December 2006 and January 2007, Defendants called Russell Marcus (hereinafter "Marcus") and Katherine Wuchner (hereinafter "Wuchner") of Hobart,

Indiana and told them they won a prize of a TV, cash, or a vacation, but they would have to listen to a time share presentation in order to claim it.

233. On or about January 18, 2007, Defendants entered into a contract with Marcus and Wuchner, wherein Marcus and Wuchner agreed to purchase a time share and a vacation exchange club membership for a total price of five thousand nine hundred ninety-five dollars ($5,995.00). They were told they had five (5) days to cancel their contract. A true and correct copy of Marcus' and Wuchner's contract with Defendants is attached and incorporated by reference as Exhibit "JJ".

234. On or about January 18, 2007, Marcus and Wuchner paid Defendants two thousand nine hundred ninety seven dollars and fifty cents ($2,997.50) as a down payment for a time share.

235. At the time Defendants contracted with Marcus and Wuchner, Defendants represented the time share and vacation package would entitle Marcus and Wuchner to participate a vacation exchange club membership, which would allow them to exchange their time share week for other accommodations subject to availability. Defendants further represented that Marcus and Wuchner could receive a free week vacation in Hawaii and seven "get-a-ways" a year and provided materials in connection therewith.

236. On or about January 20, 2007, Marcus and Wuchner decided to cancel their contract. Defendants said they had to send notification by certified mail within 120 hours.

237. On or about January 22, 2007, Marcus and Wuchner sent a certified letter notifying Defendants they wished to cancel their contract.

238. Marcus and Wuchner waited approximately two weeks to receive notice of cancellation, however, they did not receive anything. Marcus and Wuchner called the Defendants and were unable to contact anyone.

239. Marcus and Wuchner returned to Defendants' office to speak directly with Defendants. Defendants offered to give the time share, free week vacation in Hawaii, and unlimited "get-a-ways" for the down payment price of two thousand nine hundred ninety-seven dollars and fifty cents ($2,997.50).

240. Marcus and Wuchner never received confirmation of their time share purchase, their free vacation week in Hawaii, or their vacation exchange club membership. Marcus and Wuchner have not been able to contact Defendants.

241. Defendants failed to provide Marcus and Wuchner with the promised prize, substitute prize, or a monetary equivalent.

242. Marcus and Wuchner received a refund from their credit card company. They still posses their vacation exchange club membership and pay maintenance fees for their time share.

HH. Allegations Regarding Consumers Chad and Angela Newsum's Transaction

243. On or about March, 23, 2007, Defendants entered into a contract with Chad and Angela Newsum (hereinafter "Newsums") of Valparaiso, Indiana, wherein the Newsums agreed to purchase a time share for a total price of four thousand nine hundred dollars ($4,900.00). A true and correct copy of the Newsums' contract with Defendants is attached and incorporated by reference as Exhibit "KK".

244. On or about March 23, 2007, the Newsums paid four hundred ninety dollars ($490) as a down payment on the contract and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

245. On or about March 23, 2007, the Defendants represented to the Newsums that the Newsums would receive their time share information in the mail within sixty (60) days.

246. The Newsums never received information regarding their time share. The Newsums attempted to cancel their contract but could not contact the Defendants, because the Defendants disconnected their phone numbers and moved their place of business.

247. The Newsums have not received a refund, and they are still paying the monthly fee for their time share.

II. Allegations Regarding Consumer James J. Reynolds' Transaction

248. On or before October 10, 2006, the Defendants called James J. Reynolds (hereinafter "Reynolds") and said he would receive a gift if he attended a meeting that would last one hour.

249. On or about October 10, 2006, Reynolds attended the Defendants' time share presentation but Defendants failed to provide a free gift.

250. On or about October 10, 2006, the Defendants and Reynolds entered into a contract to purchase a time share for a total price of five thousand nine hundred dollars ($5,900.00).

251. On or about October 10, 2006, Reynolds paid four hundred ninety dollars ($490) as a down payment on the contract and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

252. On or about October 16, 2007, Reynolds sent a certified letter to the Defendants stating he wanted to cancel the contract.

253. On or about October 18, 2007, the Defendants advised Reynolds they would not cancel the contract.

254. Defendants or its agents continued to deduct money for installment payments from Reynolds' bank account until on or about January 10, 2007.

JJ. Allegations Regarding Consumers Mark and Teresa Rose's Transaction.

255. On or before May 16, 2006, Mark Rose and Teresa Rose (hereinafter "Roses") of Wheatfield, Indiana, received a call from the Defendants stating they would receive a Cadillac Escalade, a big screen TV, or a free trip to either Nassau or Cozumel if they attended a time share presentation.

256. On or about May 16, 2006, the Defendants entered into a contract with the Roses, wherein the Roses agreed to purchase a time share and vacation exchange club membership for a total price of eight thousand four hundred ninety-five dollars ($8,495.00). A true and correct copy of the Roses' contract with Defendants is attached and incorporated by reference as Exhibit "LL".

257. On or about May 16, 2006, the Roses paid eight hundred forty-nine dollars and fifty cents ($849.50) as a down payment on the contract and signed a promissory note and retail

installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

258. Defendants told the Roses they would receive a cruise to Cozumel for their family of ten as an incentive to purchase the time share.

259. Defendants' contract with the Roses also included a vacation exchange membership with RCI. When the Roses called RCI to use their vacation time, RCI said they could not use their time until 2008 which was not what Defendants' represented. Nonetheless Highlands, as sub-contractor of ADP, is demanding payment on the promissory note ADP purchased from Defendants.

260. Defendants failed to provide the Roses with the promised prize, the cruise to Cozumel, a substitute prize, or a monetary equivalent.

KK. Allegations Regarding Consumer Charity Friend's Transaction.

261. On or about April 13, 2007, Defendants contacted Charity Friend (hereinafter "Friend") of Schererville, Indiana to see if she was interested in a free vacation. Friend attended Defendants' time share presentation but was not provided a free vacation.

262. On or about April 14, 2007, Defendants entered into a contract with Friend, wherein Friend agreed to purchase a time share for a total price of four thousand nine hundred dollars ($4,900.00). A true and correct copy of Friend's contract with Defendants is attached and incorporated by reference as Exhibit "MM".

263. On or about April 25, 2007, Friend paid four hundred ninety dollars ($490.00) to Defendants as a down payment on the contract and signed a promissory note and retail

installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

264. Friend received a bill requiring payment of an addition four hundred ninety dollars ($490.00) as a deposit. She tried to call the Defendants to notify them she already paid the deposit, but she could not contact them via phone and their business location was closed. To date, Friend has been unable to utilize her time share.

LL. Allegations Regarding Consumer Darrell Draper's Transaction.

265. On or about September 15, 2006, the Defendants entered into a contract with Darrell Draper (hereinafter "Draper") of Gary, Indiana, wherein Defendants represented that Draper would receive a time share and vacation exchange club membership for a total price of four thousand dollars ($4,000.00). A true and correct copy of Draper's contract with Defendants is attached and incorporated by reference as Exhibit "NN".

266. On or about September 15, 2006, Draper signed a promissory note and retail installment contract to pay the balance at a seventeen and eight-tenths percent (17.8%) interest rate.

267. Due to Defendants' misrepresentations and failure to fulfill contractual obligations, Draper is now unable to book a vacation or otherwise use his time share and exchange club membership, has not received a refund of payments made on the contract referred to in paragraph two hundred sixty five (265), and Draper has received payment demands from Highlands on his promissory note.

MM. Allegations Regarding Consumers James and Lori Casten's Transaction.

268. On or about November 28, 2006, the Defendants entered into a contract with James and Lori Casten (hereinafter "Castens") of Cedar Lake, Indiana, wherein the Castens agreed to purchase a time share and vacation exchange club membership for a total price of six thousand two hundred ninety-nine dollars ($6,999.00). A true and correct copy of Castens' contract with Defendants is attached and incorporated by reference as Exhibit "OO".

269. On or about November 28, 2006, the Castens paid six hundred ninety-nine dollars and ninety cents ($699.90) to Defendants as a down payment on the contract and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

270. Defendants told the Castens they purchased a two bedroom condominium with a kitchen. Defendants also stated the Castens would not have any problems going to Florida in February with their time share. However, the Castens could not get a time share in Florida the first year, and they could not receive a two bedroom in Florida the year after that.

271. The Castens want to cancel their contract, but they have not been able to contact the Defendants.

NN. Allegations Regarding Consumer Luetishia Armstrong's Transaction

272. On or about April 18, 2007, Defendants entered into a contract with Luetishia Armstrong (hereinafter "Armstrong") of Gary, Indiana, wherein Armstrong agreed to purchase a time share and vacation exchange club membership for a total price of four thousand nine hundred ninety-five dollars ($4,995.00). A true and correct copy of Armstrong's contract with Defendant is attached and incorporated by reference as Exhibit "PP".

273. On our about April 18, 2007, Armstrong paid four hundred ninety-nine dollars and fifty cents ($499.50) to Defendants as a down payment on the contract and signed a promissory note and retail installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

274. Sometime between April 18, 2007 and June 05, 2007, Armstrong learned that other consumers were "scammed" by Defendants, and she now desires to cancel her contract.

OO. Allegations Regarding Consumer Susan Butler's Transaction

275. On or about March 22, 2007, Defendants entered into a contract with Susan Butler (hereinafter "Butler") of Schererville, Indiana , wherein Butler agreed to purchase a time share and vacation exchange club membership for a total price of four thousand nine hundred dollars ($4,900.00). A true and correct copy of Butler's contract with Defendants is attached and incorporated by reference as Exhibit "QQ".

276. On or about March 22, 2007, Butler paid two thousand four hundred fifty dollars ($2,450.00) as a down payment on the contract and signed a promissory note and retail installment contract to pay the remaining balance at a zero percent (0%) interest rate.

277. Sometime after March 22, 2007, Butler notified the Defendants he wanted to cancel the contract due to Defendants' misrepresentation as to how the time share could be utilized. The Defendants said he had to send a certified letter to an office in Las Vegas, Nevada, which Butler did, but Defendants refused to cancel the contract.

PP. Allegations Regarding Consumer Gretta Bowyer's Transaction.

278. On or about April 5, 2007, the Defendants entered into a contract with Gretta

Bowyer (hereinafter "Bowyer") of Gary, Indiana, wherein Bowyer agreed to purchase a time share and vacation exchange club membership for a total price of five thousand nine hundred dollars ($5,900.00). A true and correct copy of Bowyer's contract with Defendants is attached and incorporated by reference as Exhibit "RR".

279. On or about April 5, 2007, Bowyer paid one thousand one hundred eighty dollars ($1,180.00) to Defendants as a down payment on the contract referenced in paragraph two seventy eight (278) and signed a promissory note and retail sales installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

280. At the time Defendants contracted with Bowyer, Defendants represented that the time share and vacation package would entitle Bowyer to participate in Interval International's resort exchange program, which would allow her to exchange her time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for Bowyer to use her timeshare and exchange club membership.

281. At the time Defendants contracted with Bowyer, Defendants represented that the consumer would be able to begin using her exchange points within several weeks' time.

282. When Bowyer attempted to use the exchange program she was unable to contact Defendants at any of the telephone numbers provided by the Defendants and was never able to use the service.

283. Defendants failed to perform fulfillment and enrollment services for Bowyer pursuant to the terms of the contract.

284. Because of Defendants' misrepresentations and delay in performing their obligations, Bowyer was not able to use her time share or exchange club membership.

QQ. Allegations Regarding Consumers Scott and Linda Carter's Transaction.

285. On or about February 23, 2007, the Defendants entered into a contract with Scott and Linda Carter (hereinafter "Carters") of Highland, Indiana, wherein the Carters agreed to purchase a time share and vacation exchange club membership for a total price of five thousand two hundred dollars ($5,200.00). A true and correct copy of the Carters' contract with Defendants is attached and incorporated by reference as Exhibit "SS".

286. On or about February 23, 2007, the Carters paid two thousand six hundred dollars ($2,600.00) to Defendants as a down payment on the contract referenced in paragraph two hundred eight five (285) and signed a promissory note and retail sales installment contract to pay the remaining balance.

287. At the time Defendants contracted with the Carters, Defendants represented that the time share and vacation package would entitle the Carters to participate in Interval International's resort exchange program, which would allow them to exchange their time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for the Carters to use their timeshare and exchange club membership.

288. At the time Defendants contracted with the Carters, Defendants provided a written notice to the Carters stating that they were entitled to a free vacation package to any location in the resort exchange program at any time.

289. The Carters attempted to redeem their free vacation with the Defendants on or around June, 2007 but were informed that they were not able to use the vacation prize.

290. Defendants failed to provide the Carters with a substitute prize and failed to redeem the prize.

291. Defendants failed to perform fulfillment and enrollment services for the Carters pursuant to the terms of the contract noted above.

292. Because of Defendants' misrepresentations and delay in performing their obligations, the Carters were not able to use their time share or exchange club membership.

RR. Allegations Regarding Consumer Angelo and Rose Davenport's Transaction.

293. On or about December 30, 2006, Defendants contacted Angelo and Rose Davenport (hereinafter "Davenports") of Merrillville, Indiana, by telephone and represented that the Davenports would receive a free vacation for attending a sales presentation at Defendants' Crown Point, Indiana location.

294. On or about December 30, 2006, the Davenports attended Defendants' time share presentation at its Crown Point, Indiana location but Defendants did not provide a free vacation.

295. On or about December 30, 2006, Defendants entered into a contract with the Davenports wherein the Davenports agreed to purchase a time share and vacation exchange club membership for a total price of three thousand nine hundred dollars ($3,900.00). A true and correct copy of Davenport's contract with Defendants is attached and incorporated by reference as Exhibit "TT".

296. On or about December 30, 2006, the Davenports paid three hundred and ninety dollars ($390.00) to Defendants as a down payment on the contract referenced in paragraph two hundred ninety five (295) and signed a promissory note and retail sales installment contract to pay the remaining balance.

297. At the time Defendants contracted with the Davenports, Defendants represented that the time share and vacation package would entitle the Davenports to participate in Interval International's resort exchange program, which would allow them to exchange their time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for the Davenports to use their timeshare and exchange club membership.

298. At the time Defendants contracted with the Davenports, Defendants represented that the consumer would be able to begin using their exchange points immediately to book a vacation.

299. When the Davenports attempted to use the exchange program on or about December 30, 2006 to book a trip to Disney World they were informed after signing the contract that the computers were down and they could book the trip within several days.

300. The Davenports attempted to use the exchange program at a later date but were unable to contact Defendants at any of the telephone numbers provided by the Defendants and were never able to use the service.

301. Defendants failed to perform fulfillment and enrollment services for the Davenports pursuant to the terms of the contract.

302. Because of Defendants' misrepresentations and delay in performing their obligations, the Davenports were not able to use their time share or exchange club membership.

SS. Allegations Regarding Consumers Brian Harmon's and Katrina West's Transaction.

303. On or about August 25, 2006, the Defendants entered into a contract with Brian Harmon and Katrina West (hereinafter "Harmon and West") of Gary, Indiana, wherein Harmon

and West agreed to purchase a time share and vacation exchange club membership for a total price of six thousand dollars ($6,000.00). A true and correct copy of the Harmon and West's contract with Defendants is attached and incorporated by reference as Exhibit "UU".

304. On or about August 25, 2006, Harmon and West paid six hundred dollars ($600.00) to Defendants as a down payment on the contract referenced in paragraph three hundred three (303) and signed a promissory note and retail sales installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

305. At the time Defendants contracted with Harmon and West, Defendants represented that the time share and vacation package would entitle Harmon and West to participate in the RCI resort exchange program, which would allow them to exchange their time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for Harmon and West to use their timeshare and exchange club membership.

306. At the time Defendants contracted with Harmon and West, Defendants represented that the consumer would be able to begin using their exchange points within forty-five (45) to sixty (60) days.

307. When Harmon and West attempted to use the exchange program they were unable to contact Defendants at any of the telephone numbers provided by the Defendants and were never able to use the service.

308. Defendants failed to perform fulfillment and enrollment services for Harmon and West pursuant to the terms of the contract.

309. Because of Defendants' misrepresentations and delay in performing their obligations, Harmon and West were not able to use their time share or exchange club

membership and have received payment demands from Highlands, a sub-contractor of ADP, which purchased Harmon and West's promissory note from Defendants.

TT. Allegations Regarding Consumers Steven and Shiela Kalman's Transaction.

310. On or about February 25, 2006, the Defendants entered into a contract with Steven and Shiela Kalman (hereinafter "Kalmans") of Portage, Indiana, wherein the Kalmans agreed to purchase a time share and vacation exchange club membership for a total price of six thousand nine hundred ninety-five dollars ($6,995.00). A true and correct copy of the Kalmans' contract with Defendants is attached and incorporated by reference as Exhibit "VV".

311. On or about February 25, 2006, the Kalman's paid six hundred ninety-five dollars and fifty cents ($695.50) to Defendants as a down payment on the contract referenced in paragraph three hundred ten (310) and signed a promissory note and retail sales installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

312. At the time Defendants contracted with the Kalmans, Defendants represented that the time share and vacation package would entitle the Kalmans to participate in the RCI resort exchange program, which would allow them to exchange their time share points for other accommodations subject to availability. Defendants further represented that the condominium facilities were of high quality with excellent resort maintenance and housekeeping.

313. When the Kalmans used the exchange program they discovered that the facilities and services were not of the quality that the Defendants had represented.

314. Because of Defendants' misrepresentations the Kalmans were not able to utilize the full value of their time share or exchange club membership.

UU. Allegations Regarding Consumer Lucille Dust's Transaction.

315. On or about February 19, 2006, Defendants contacted Lucille Dust (hereinafter "Dust") of Munster, Indiana, by telephone and represented that Dust had won a prize.

316. On or about February 19, 2006, Dust attempted to claim her prize at Defendants' Crown Point, Indiana location but Defendants did not provide Dust with a prize.

317. On or about February 19, 2006, the Defendants entered into a contract with Dust, wherein Dust agreed to purchase a time share and vacation exchange club membership for a total price of seven thousand two hundred ninety-five dollars ($7,295.00). A true and correct copy of Dust's contract with Defendants is attached and incorporated by reference as Exhibit "WW".

318. On or about February 19, 2006, Dust paid one hundred dollars ($100.00) to Defendants as a down payment on the contract referenced in paragraph three hundred seventeen (317) and signed a promissory note and retail sales installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

319. At the time Defendants contracted with Dust, Defendants represented that the time share and vacation package would entitle Dust to participate in the RCI resort exchange program, which would allow her to exchange her time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for Dust to use her timeshare and exchange club membership.

320. At the time Defendants contracted with Dust, Defendants provided a written notice to Dust stating that she was entitled to a free vacation package to any location in the resort exchange program at any time.

321. Dust attempted to redeem her free vacation with the Defendants but was informed that she was not able to use the vacation prize at that particular time and that she would have to pay additional amounts for airfare and room upgrades.

322. When Dust attempted to use the exchange program she was informed that her account had not been activated and was unable to contact Defendants at any of the telephone numbers provided by the Defendants and was never able to use the service.

323. Defendants failed to provide Dust with a substitute prize and failed to redeem the prize.

324. Defendants failed to perform fulfillment and enrollment services for Dust pursuant to the terms of the contract.

325. Because of Defendants' misrepresentations and delay in performing their obligations, Dust was not able to use her time share or exchange club membership.

VV. Allegations Regarding Consumers Jeffrey and Anna Monnier's Transaction.

326. On or about January 13, 2007, Defendants entered into a contract with Jeffrey and Anna Monnier (hereinafter, "Monniers"), wherein the Monniers agreed to purchase a time share and vacation exchange club membership for eight thousand dollars ($8,000.00). A true and correct copy of the Monniers' contract with Defendants is attached and incorporated by reference as Exhibit "XX".

327. On or about January 13, 2007, the Monniers paid eight hundred dollars ($800.00) via personal check and seven thousand two hundred dollars ($7,200.00) on their credit card for payment in full to the Defendants.

328. At the time Defendants contracted with the Monniers, Defendants represented that the time share and vacation package would entitle the Monniers to participate in the RCI Exchange Program, which would allow them to exchange their time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for the Monniers to use their timeshare and exchange club membership.

329. When the Monniers attempted to use the exchange program they were unable to contact Defendants at any of the telephone numbers provided by the Defendants and were never able to use the service.

330. Defendants failed to perform fulfillment and enrollment services for the Monniers pursuant to the terms of the contract.

331. Because of Defendants' misrepresentations and delay in performing their obligations, the Monniers were not able to use their time share or exchange club membership.

WW. Allegations Regarding Consumer Alex Mendez's Transaction.

332. On or about November 29, 2006, the Defendants entered into a contract with Alex Mendez (hereinafter "Mendez") of Chesterton, Indiana, wherein Chesterton agreed to purchase a time share and vacation exchange club membership for a total price of three thousand nine hundred dollars ($3,900.00). A true and correct copy of Mendez's contract with Defendants is attached and incorporated by reference as Exhibit "YY".

333. On or about November 29, 2006, Mendez paid three thousand nine hundred dollars ($3,900.00) to Defendants as payment in full on the contract referenced in paragraph three hundred thirty two (332).

334. At the time Defendants contracted with Mendez, Defendants represented that the time share and vacation package would entitle Mendez to participate in the RCI Resort Exchange Program, which would allow him to exchange his time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for Mendez to use his timeshare and exchange club membership.

335. At the time Defendants contracted with Mendez, Defendants provided in the retail sales installment contract that Mendez had one hundred twenty (120) hours to cancel the contract.

336. On or about December 2, 2006, Mendez appeared in person pursuant to the retail sales installment contract, at the Defendants' Crown Point location and notified Defendants that he wished to cancel the contract.

337. Despite his cancellation, Defendants have to this date, failed to cancel the contract and refund Mendez' full purchase price.

XX. Allegations Regarding Consumers Francis and Gwen Schilling's Transaction.

338. On or about January 17, 2007, Defendants contacted Francis and Gwen Schilling (hereinafter "Schillings") of Valparaiso, Indiana, by telephone and represented that the Schillings had won a prize.

339. On or about January 20, 2007, the Schillings attempted to claim their prize at Defendants' Crown Point, Indiana location but Defendants failed to provide a prize.

340. On or about January 20, 2007, the Defendants entered into a contract with the Schillings wherein the Schillings agreed to purchase a time share and vacation exchange club

membership for a total price of three thousand dollars ($3,000.00). A true and correct copy of the Schillings contract with Defendants is attached and incorporated by reference as Exhibit "ZZ".

341. The Schillings paid the purchase price in full by placing that amount on a credit card.

342. At the time Defendants contracted with the Schillings, Defendants represented that the time share and vacation package would entitle the Schillings to participate in the Interval International's Resort Exchange Program, which would allow them to exchange their time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for the Schillings to use their timeshare and exchange club membership.

343. At the time the Defendants contracted with the Schillings, Defendants represented that the Schillings would receive their deeded timeshare interest and be enrolled in the Interval International Resort Exchange System within forty-five (45) to sixty (60) days.

344. Defendants failed to enroll the Schillings in the Interval International Resort Exchange System until at least September 27, 2008.

345. When the Schillings attempted to use the exchange program they were informed that their account had not been activated and they were unable to contact Defendants at any of the telephone numbers provided by the Defendants and were never able to use the service.

346. Defendants failed to perform fulfillment and enrollment services for the Schillings pursuant to the terms of the contract.

347. Because of Defendants' misrepresentations, failures and delays in performing their obligations, the Schillings were not able to obtain the full value of their time share or exchange club membership.

YY. Allegations Regarding Consumer Malva Thomases Transaction.

348. On or about April 10, 2007, the Defendants entered into a contract with Malva Thomas (hereinafter "Thomas") of Gary, Indiana, wherein Thomas agreed to purchase a time share and vacation exchange club membership for a total price of seven thousand nine hundred ninety-five dollars ($7,995.00). A true and correct copy of Thomases contract with Defendants is attached and incorporated by reference as Exhibit "AAA".

349. On or about April 10, 2007, Thomas paid seven hundred and ninety-nine dollars ($799.00) to Defendants as a down payment on the contract referenced in paragraph three hundred forty eight (348) and signed a promissory note and retail sales installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

350. At the time Defendants contracted with Thomas, Defendants represented that the time share and vacation package would entitle Thomas to participate in Interval International's resort exchange program, which would allow her to exchange her time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for Thomas to use her timeshare and exchange club membership.

351. At the time Defendants contracted with Thomas, Defendants represented that the consumer would be able to begin using her exchange points within several weeks' time.

352. When Thomas attempted to use the exchange program she was unable to contact Defendants and never received any valid enrollment information or membership numbers and was never able to use the service.

353. Defendants failed to perform fulfillment and enrollment services for Thomas pursuant to the terms of the contract, and because of Defendants' misrepresentations and delay in performing their obligations, Thomas was not able to use her time share or exchange club membership.

ZZ. Allegations Regarding Consumers Jacqueline Vickerstaff's and Wayne Tatum's Transaction.

354. On or about March 10, 2007, Defendants contacted Jacqueline Vickerstaff and Wayne Tatum (hereinafter "Vickerstaff and Tatum") of Merrillville, Indiana, by telephone and represented that they had won a prize.

355. On or about March 10, 2007, Vickerstaff and Tatum attempted to claim their prize at Defendants' Crown Point, Indiana location but Defendants failed to provide a prize.

356. On or about March 10, 2007, the Defendants entered into a contract with Vickerstaff and Tatum, wherein Vickerstaff and Tatum agreed to purchase a time share and vacation exchange club membership for a total price of three thousand nine hundred dollars ($3,900.00). A true and correct copy of the Vickerstaff and Tatum contract with Defendants is attached and incorporated by reference as Exhibit "BBB".

357. On or about March 10, 2007, Vickerstaff and Tatum paid three hundred and ninety dollars ($390.00) to Defendants as a down payment on the contract referenced in paragraph three fifty six (356) and signed a promissory note and retail sales installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

358. At the time Defendants contracted with Vickerstaff and Tatum, Defendants represented that the time share and vacation package would entitle Vickerstaff and Tatum to participate in the Interval International's Resort Exchange Program, which would allow them to

exchange their time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for Vickerstaff and Tatum to use their timeshare and exchange club membership.

359. At the time the Defendants contracted with Vickerstaff and Tatum Defendants represented that Vickerstaff and Tatum would receive their deeded timeshare interest and be enrolled in the Interval International Resort Exchange System within forty five (45) to sixty (60) days.

360. Defendants failed to enroll Vickerstaff and Tatum in the Interval International Resort Exchange System.

361. Vickerstaff and Tatum never received their account numbers and attempted to use the exchange program but were informed that their account had not been activated and were unable to contact Defendants at any of the telephone numbers provided by the Defendants and were never able to use the service.

362. Defendants failed to perform fulfillment and enrollment services for Vickerstaff and Tatum pursuant to the terms of the contract.

363. Because of Defendants' misrepresentations and delay in performing their obligations, Vickerstaff and Tatum were not able to use their time share or exchange club membership.

AAA. Allegations Regarding Consumers Douglas and Pam Waters' Transaction.

364. On or about January 20, 2007 the Defendants entered into a contract with Douglas and Pam Waters (hereinafter "Waters") of Valparaiso, Indiana, wherein the Waters agreed to purchase a time share and vacation exchange club membership for a total price of three thousand

nine hundred dollars ($3,900.00). A true and correct copy of the Waters' contract with Defendants is attached and incorporated by reference as Exhibit "CCC".

365. On or about January 20, 2007, the Waters paid three hundred ninety dollars ($390.00) to Defendants as a down payment in full on the contract referenced in paragraph three hundred sixty four and signed a promissory note and retail sales installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

366. At the time Defendants contracted with the Waters, Defendants represented that the time share and vacation package would entitle the Waters to participate in the Interval International Resort Exchange Program, which would allow them to exchange their time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for the Waters to use their timeshare and exchange club membership within forty five (45) to sixty (60) days.

367. At the time Defendants contracted with the Waters, Defendants provided in the retail sales installment contract that the Waters had one hundred twenty (120) hours to cancel the contract.

368. On or about January 22, 2007, the Waters notified the Defendants via certified mail of the cancellation of the contract, pursuant to the retail sales installment contract.

369. Despite their cancellation, Defendants have to this date, failed to cancel the contract and refund the Waters their down payment.

BBB. Allegations Regarding Consumers Daniel and Amy Sullivan's Transaction.

370. On or about February 1, 2007, Defendants contacted Daniel and Amy Sullivan (hereinafter "Sullivans") of Lowell, Indiana, by telephone and represented that they had won a prize.

371. On or about February 1, 2007, the Sullivans attempted to claim their prize at Defendants' Crown Point, Indiana location.

372. On or about February 1, 2007, the Defendants entered into a contract with the Sullivans, wherein the Sullivans agreed to purchase a time share and vacation exchange club membership for a total price of four thousand nine hundred dollars ($4,900.00). A true and correct copy of the Sullivans' contract with Defendants is attached and incorporated by reference as Exhibit "DDD".

373. At the time Defendants contracted with the Sullivans, Defendants represented that the time share and vacation package would entitle the Sullivans to participate in the RCI Resort Exchange Program, which would allow them to exchange their time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for the Sullivans to use their timeshare and exchange club membership.

374. Defendants failed to enroll the Sullivans in the RCI Resort Exchange System.

375. The Sullivans never received their account numbers and attempted to use the exchange program but were informed that their account had not been activated and were unable to contact Defendants at any of the telephone numbers provided by the Defendants and were never able to use the service.

376. On or about February 1, 2007, Defendants failed to present the Sullivans with the represented prize.

377. Defendants failed to perform fulfillment and enrollment services for the Sullivans pursuant to the terms of the contract.

378. Because of Defendants' misrepresentations and delay in performing their obligations, the Sullivans were not able to use their time share or exchange club membership.

CCC. Allegations Regarding Consumers Bonita and John Stack's Transaction.

379. On or about April 15, 2007, Defendants contacted Bonita and John P. Stack (hereinafter "Stacks") via the U.S. mail and represented that they had won a prize.

380. On or about April 15, 2007, the Stacks attempted to claim their prize at Defendants' Crown Point, Indiana location.

381. On or about April 15, 2007, the Defendants entered into a contract in Indiana, wherein the Stacks agreed to purchase a time share and vacation exchange club membership for a total price of five thousand nine hundred dollars ($5,900.00). A true and correct copy of the Stacks' contract with Defendants is attached and incorporated by reference as Exhibit "EEE".

382. On or about April 15, 2007, the Stacks paid five hundred and ninety dollars ($590.00) to Defendants as a down payment on the contract referenced in paragraph three hundred eighty one (381) and signed a promissory note and retail sales installment contract to pay the remaining balance at a seventeen and eight-tenths percent (17.8%) interest rate.

383. At the time Defendants contracted with the Stacks, Defendants represented that the time share and vacation package would entitle the Stacks to participate in the Interval International Resort Exchange Program, which would allow them to exchange their time share points for other accommodations subject to availability. Defendants further represented that they

would perform fulfillment and enrollment services necessary for the Stacks to use their timeshare and exchange club membership.

384. Defendants failed to enroll the Stacks in the Interval International Resort Exchange System.

385. The Stacks never received their account numbers and were unable to contact Defendants at any of the telephone numbers provided by the Defendants and were never able to use the service.

386. Defendants failed to provide the Stacks with a prize as represented and failed to otherwise redeem the prize.

387. Defendants failed to perform fulfillment and enrollment services for the Stacks pursuant to the terms of the contract.

388. Because of Defendants' misrepresentations and delay in performing their obligations, the Stacks were not able to use their time share or exchange club membership.

DDD. Allegations Regarding Consumer David J. Tabor's Transaction.

389. On or about January 6, 2007, Defendants contacted David J. Tabor (hereinafter "Tabor") of Hobart, Indiana, by telephone and represented that he had won a prize.

390. On or about January 6, 2007, Tabor attempted to claim his prize at Defendants' Crown Point, Indiana location.

391. On or about January 6, 2007, the Defendants entered into a contract with Tabor, wherein Tabor agreed to purchase a time share and vacation exchange club membership for a total price of four thousand dollars ($4,000.00). A true and correct copy of Tabor's contract with Defendants is attached and incorporated by reference as Exhibit "FFF".

392. At the time Defendants contracted with Tabor, Defendants represented that the time share and vacation package would entitle Tabor to participate in the Interval International Resort Exchange Program, which would allow him to exchange his time share points for other accommodations subject to availability. Defendants further represented that they would perform fulfillment and enrollment services necessary for the Tabor to use their timeshare and exchange club membership.

393. On or about January 10, 2007, Tabor sent a notice of cancellation via certified mail and pursuant to the terms of the contract, to the Defendants.

394. On or about June 19, 2007, Defendants sent a letter to Tabor acknowledging receipt of his cancellation.

395. Defendants failed to enroll Tabor in the Interval International Resort Exchange System.

396. Tabor never received his account numbers and was never able to use the service.

397. Tabor was never able to redeem the represented prize.

398. Defendants failed to perform fulfillment and enrollment services for Tabor pursuant to the terms of the contract.

399. Because of Defendants' misrepresentations and delay in performing their obligations, Tabor was not able to use his time share or exchange club membership.

400. Despite Tabor's cancellation of the contract and Defendants' acknowledgement of the cancellation, Defendants failed to refund Tabor his full purchase price.

EEE. Allegations Regarding Consumer James L. Williamson's Transaction.

401. On or about October 11, 2006, Defendants entered into a contract with James L. Williamson (hereinafter "Williamson") of New Carlisle, Indiana, wherein Williamson agreed to

purchase a time share and vacation exchange club membership for six thousand two hundred dollars ($6,200.00). A true and correct copy of Williamson's contract with Defendants is attached and incorporated by reference as Exhibit "GGG".

402. On or about October 11, 2006, Williamson paid six hundred twenty dollars ($620.00) to Defendants as a down payment on the contract referred to in paragraph four hundred one (401) with the outstanding five thousand five hundred and eighty dollars ($5,580.00) paid ten days later.

403. Defendants' contract with Williamson provided that Williamson would receive all the information needed to use his contract for vacationing at his selected time share in forty five (45) to sixty (60) days.

404. Williamson was told by Defendants it took up to sixty (60) days for new memberships to be processed.

405. As of February 5, 2008, Williamson has not been provided this information, nor has he been given a refund from Defendants.

FFF. Allegations Regarding Consumer Dianne Wall's Transaction.

406. On or about December 11, 2006, Defendants contacted Dianne Wall (hereinafter "Wall") of Crown Point, Indiana, by telephone and represented that Wall had won a thirty-two inch (32") television, a three day, two day vacation with airfare, two thousand five hundred dollars ($2500.00) or a stay at a five-star resort so long as Wall sat through a sales presentation for timeshares.

407. On or about December 11, 2006, Wall attempted to claim her prizes at Defendants' Crown Point, Indiana location after sitting through Defendants' sales presentation.

408. On or about December 11, 2006, Wall was given a gift card for one hundred dollars ($100.00) worth of free gas and was told she had won the multi-destination vacation. Wall only needed to use the gift card and register it online. In addition, she was told by the Defendants she needed to send a four dollar and ninety-five cent ($4.95) processing check to begin the process of receiving her multi-destination vacation.

409. In attempting to do receive her gas, Wall had to take several surveys and buy additional merchandise. In addition, she learned she would have to send a one hundred dollar ($100.00) check, non-refundable, to continue processing her multi-destination vacation.

410. Wall ceased all such efforts once she realized the gifts she had purportedly won were costing her a substantial amount of money. In attempting to contact the companies behind the gifts, she was redirected and told to complain to the people who gave the presentation.

411. Defendants have failed to honor Wall's gifts and have failed to remedy or work to remedy the situation.

GGG. Allegations Regarding Consumer Jonathan Torreses Transaction.

412. On or about January 15, 2007, Defendants entered into a contract with Jonathan Torres (hereinafter "Torres") of Crown Point, Indiana wherein Torres agreed to purchase a time share and vacation exchange club membership for six thousand five hundred dollars ($6,500.00). A true and correct copy of Torreses contract with Defendants is attached and incorporated by reference as Exhibit "HHH".

413. On or about January 15, 2007, Torres paid the six thousand five hundred dollars ($6,500.00) to the Defendants in full payment of the contract referred to in paragraph four hundred twelve (412).

414. Defendants' contract with Torres provided that within forty five (45) to sixty (60) days Torres would receive all the membership information needed to use his selected time share and exchange membership. No such information was given within the allotted time.

415. On May 8, 2007, Torres requested his money back and his membership canceled. Defendants refused this request.

416. As of February 15, 2008, Torres has not been provided his membership information, nor has he been given a refund from Defendants.

HHH. Allegations Regarding Consumer Israel Talbert's Transaction.

417. On or about November 2, 2006, Defendants contacted Israel Talbert (hereinafter ("Talbert") of Gary, Indiana and represented he would be able to sign-up for a promising vacation package without making any kind of financial commitments at Defendants' sales presentation.

418. On or about November 2, 2006, Defendants entered into a contract with Talbert wherein Talbert agreed to purchase a time share and vacation exchange club membership for four thousand nine hundred and ninety-five dollars ($4,995.00). A true and correct copy of Talbert's contract with Defendants is attached and incorporated by reference as Exhibit "III".

419. On or about November 2, 2006, Talbert agreed pursuant to the contract to have monthly installments taken in the sum one hundred and thirteen dollars and sixty-seven cents ($113.67) to cover the costs associated with the purchased timeshare. Talbert signed a promissory note and retail installment contract to pay this balance at a seventeen and eight-tenths percent (17.8%) interest rate.

420. Talbert has attempted to contact the Defendants to cancel and/or obtain a refund of credit paid, but the Defendants have made themselves unavailable contact. Furthermore, Defendants have made no attempt to contact Talbert.

421. Defendants sold their rights under the promissory note referenced in paragraph four hundred nineteen (419) to ADP, which sub-contracted the billing and collection services to Highlands. Talbert is still receiving monthly bills and payment demands from Highlands despite his cancellation request.

III. Allegations Regarding Consumer Judith A. Stearns Transaction.

422. On or about March 5, 2007, Defendants contacted Judith Stearns (hereinafter "Stearns") of Crown Point, Indiana, by telephone.

423. During the telephone call referred to in paragraph four hundred twenty-two (422) Defendants' represented that Stearns had won a Cadillac SUV, a vacation of her choice, or other various gifts if Wall sat through Defendants' sales presentation for timeshares.

JJJ. Allegations Regarding Consumer Wendy Singleton's Transaction.

424. On or about May 2006, Defendants contacted Wendy Singleton (hereinafter "Singleton") of Hobart, Indiana, and represented that she would be able to sign-up for a promising vacation package at Defendants' sales presentation.

425. On or about May 11, 2006, Defendants entered into a contract with Singleton wherein Singleton agreed to purchase a time share and vacation exchange club membership for one thousand five hundred and ninety-five dollars ($1,595.00). A true and correct copy of Singleton's contract with Defendants is attached and incorporated by reference as Exhibit "JJJ".

426. On or about May 11, 2006 Singleton agreed pursuant to the contract to have monthly installments taken in the sum eighty eight dollars sixty-one cents ($88.61) to cover the costs associated with the purchased timeshare, and signed a promissory note and retail installment contract, and was given thirty thousand (30,000) RCI points by Defendants towards time share vacations.

427. Singleton has made numerous unsuccessful attempts to contact Defendants to use her points and timeshare or cancel the contract referred to in paragraph four hundred twenty-five (425). Furthermore, Singleton's RCI points have expired.

428. Defendants sold their rights under the promissory note referenced in paragraph four hundred twenty-six (426) to ADP, which sub-contracted the billing and collection services to Highlands. Singleton is still receiving monthly bills and payment demands from Highlands despite Defendants' failure to provide a time share or fulfillment of any vacation club benefits.

KKK. Allegations Regarding Consumer Karen J. Schoenbeck's Transaction.

429. On or shortly before April 6, 2007, Defendants contacted Karen J. Schoenbeck (hereinafter "Schoenbeck") of Lowell, Indiana, by telephone and represented that Schoenbeck won a television, a car, or a vacation.

430. On or about April 6, 2007, Schoenbeck attended a sales presentation at Defendants' Crown Point, Indiana location and attempted to claim her prize.

431. Defendants did not provide a prize to Schoenbeck.

432. On or about April 6, 2007, Defendants entered into a time share with Schoenbeck wherein Schoenbeck agreed to purchase and paid in full, a temporary eighteen (18) month time share and vacation exchange club membership for nine hundred and ninety-nine dollars

($999.00). A true and correct copy of Schoenbeck's contract with Defendants is attached and incorporated by reference as Exhibit "KKK".

433. By May of 2007, no membership cards had been sent to Schoenbeck and she subsequently made numerous unsuccessful efforts to contact Defendants.

434. Since Schoenbeck's time share and exchange club membership was represented to be through Interval International, Schoenbeck attempted to call Interval about her membership, however, Interval International had no record of Schoenbeck's time share or exchange club membership.

435. On or about May 4, 2007, Schoenbeck drove to the Defendants' office in Crown Point, Indiana to find it closed.

LLL. Allegations Regarding Consumer Rose Ann Kendall's Transaction.

436. On or about June 8, 2007, Defendants contacted Rose Ann Kendall (hereinafter "Kendall") of Crown Point, Indiana, by telephone and represented that Kendall may have won a television, a car, or a vacation so long as Kendall attend a sales presentation.

437. On or about June 8, 2007, Kendall attended a sales presentation at Defendants' Crown Point, Indiana location and attempted to claim her prize.

438. Defendants did not provide a prize to Kendall.

439. On or about April 6, 2007, Defendants entered into a contract with Kendall wherein Kendall agreed to purchase a timeshare and vacation exchange club membership for four thousand nine hundred dollars ($4900.00). A true and correct copy of Kendall's contract with Defendants is attached and incorporated by reference as Exhibit "LLL".

440. Included in this contract was a 5-day cancellation provision which Kendall exercised before the five (5) days had passed.

441. Despite the cancellation, Defendants still attempted to charge Kendall's Visa card for the balance of the timeshare.

442. Due to Defendants' failures to perform contractual obligations, on or about June 8, 2007, Kendall received phone calls from a collection agency demanding payment for arrearages in time share fees.

MMM. Allegations Regarding Lewis and Florida Harrises Consumer Transaction.

443. On or about February 25, 2007, Defendants contacted Lewis and Florida Harris (hereinafter "Harrises") of Gary, Indiana and represented through the mail that they may have won a free trip, airfare included, to Las Vegas.

444. In the mailing referred to in paragraph four hundred forty-three (443), Defendants also represented that the Harrises could purchase a temporary time share useable up to eighteen (18) months at a discount.

445. On or about February 25, 2007, Defendants entered into a contract with the Harrises wherein the Harrises agreed to purchase a time share and vacation exchange club membership with a duration of eighteen (18) months for one thousand four hundred and fifty-nine dollars ($1,459.00). A true and correct copy of the Harrises' contract with Defendants is attached and incorporated by reference as Exhibit "MMM".

446. On or about February 25, 2007, the Harrises paid Defendants thirteen hundred dollars ($1,300.00) via check with and an additional one hundred and forty-nine dollars

($149.00) via a second check, the latter amount serving as a down payment which Defendants represented would be refunded to the Harrises.

447. On or about March 3, 2007, Defendants cashed both checks referred to in paragraph four hundred forty-six (446).

448. Defendants failed to refund one hundred forty-nine dollars ($149.00) to the Harrises.

449. On or between March and April of 2007, the Harrises attempted to use their time share and exchange club membership vacation package but were told they did not have a time share or exchange club membership.

450. The Harrises then attempted to contact Defendants ultimately discovering Defendants' Crown Point, Indiana location had been abandoned.

451. Because of Defendants' misrepresentations and failure to perform contract obligations, the Harrises have been unable to use their time share or exchange club points and have received nothing in exchange for their payment to Defendants of at least one thousand four hundred fifty-nine dollars ($1,459.00).

NNN. Allegations Regarding Consumer Anthony and Sharon Arnold's Transaction.

452. On or about August 2006, Defendants contacted Anthony and Sharon Arnold (hereinafter "Arnolds"), of Lansing, Illinois, by telephone and represented that they had won a prize if they would attend one of Defendants' sales presentations.

453. On or about August 20, 2006, the Arnolds attended a sales presentation in Crown Point, Indiana, but Defendants failed to provide the Arnolds with the promised prize.

454. On or about August 20, 2006, Defendants, as agents of ICW Inc., entered into a contract in Indiana with the Arnolds, wherein the Arnolds agreed to purchase a time share and vacation exchange club membership for a total price of six thousand dollars ($6,000.00). A true and correct copy of the Arnolds' contract with Defendants is attached and incorporated by reference as Exhibit "NNN".

455. On or about August 20, 2006, the Arnolds signed a promissory note and retail installment contract in connection with the contract noted in paragraph four hundred fifty-four (454) wherein the balance on the contract was to be made at a seventeen and eight-tenths percent (17.8%) interest rate.

456. Between November 2006 and April 2007, the Arnolds made payments of at least one thousand fifty nine dollars and sixty-two cents ($1,059.62) on the contract referenced in paragraph four hundred fifty-four (454).

457. At the time Defendants contracted with the Arnolds, Defendants represented that the time share and vacation package would entitle the Arnolds to participate in the RCI Exchange Program, which would allow them to exchange time share points for other accommodations subject to availability. Defendants further represented that they would perform or provide fulfillment and enrollment services necessary for the Arnolds to use their timeshare and exchange club membership.

458. At the time Defendants contracted with the Arnolds, Defendants provided a travel voucher good for two round trip airline tickets and three nights of hotel accommodations in one of several resort destinations.

459. Defendants failed to provide the Arnolds with a property interest in a time share as agreed in the contract noted in paragraph four hundred fifty-four (454) and failed to fulfill and/or ensure that the travel voucher noted above was honored.

460. Defendants failed to perform fulfillment and enrollment services for the Arnolds and failed to pay ICW Inc. and RCI for the underlying property interest, points and associated memberships.

461. Because of Defendants' misrepresentations and failure to perform contract obligations, the Arnolds have been unable to use their time share or exchange club points and have received nothing in exchange for their payment to Defendants of at least one thousand fifty nine dollars and sixty-two cents ($1,059.62).

462. Defendants sold their rights under the promissory note referenced in paragraph four hundred fifty-five (455) to ADP, which sub-contracted the billing and collection services to Highlands.

463. Because of Defendants' misrepresentations the Arnolds have received billing statements and payment demands from Highlands.

OOO. Allegations Regarding Consumer James Robertson's Transaction.

464. On or about July 11, 2006, Defendants entered into legally binding agreements, including an installment payment contract with James Robertson (hereinafter "Robertson") of Hobart, Indiana, wherein Robertson agreed to purchase a time share and vacation exchange club membership in exchange for payment. A true and correct copy of the installment payment contract is incorporated by reference as Exhibit "NNN-1".

465. Over the next several months, Robertson made payments of at least one thousand eight hundred dollars ($1,800.00) in connection with the agreements referenced in paragraph four hundred sixty-four (464).

466. Defendants failed to provide Robertson with a property interest in a time share and failed to perform fulfillment and enrollment services in connection with the exchange club membership.

467. Because of Defendants' misrepresentations and failures to perform contract obligations, Robertson has been unable to use his time share and exchange club membership and has received nothing in exchange for his payment to Defendants of at least one thousand eight hundred dollars ($1,800.00).

PPP. Allegations Regarding Consumer Julie Foster's Transaction.

468. On or about November 11, 2006, Defendants entered into a contract with Julie Foster (hereinafter "Foster") of La Porte, Indiana, wherein Foster agreed to purchase a time share and vacation club membership for a total price of four thousand nine hundred dollars ($4,900.00). A true and correct copy of Foster's contract with Defendants is attached and incorporated by reference as Exhibit "OOO".

469. On or about November 11, 2006, Foster signed a promissory note and retail installment contract in connection with the contract noted in paragraph four hundred sixty-eight (468) wherein the balance on the contract was to be made at a seventeen and eight-tenths percent (17.8%) interest rate.

470. At the time Defendants contracted with Foster, Defendants represented that they would perform or provide fulfillment and enrollment services necessary for Foster's Interval International exchange club account and time share interest.

471. Shortly thereafter, Foster made repeated attempts to cancel the contract, but Defendants refused.

472. Upon information and belief, Defendants failed to provide enrollment and fulfillment services for Foster's timeshare and exchange club membership and failed to pay the time share company or Interval International for the underlying time share interest.

473. Defendants sold their rights under the promissory note referenced in paragraph four hundred sixty-nine (469) to ADP, which sub-contracted the billing and collection services to Highlands.

474. Because of Defendants' misrepresentations concerning cancellation rights, Foster has received billing statements and payment demands from Highlands.

QQQ. Allegations Regarding Consumer Mary and Larry Mabon's Transaction.

475. On or about September 15, 2006, Defendants entered into a contract with Mary and Larry Mabon (hereinafter "Mabons") of Merrillville, Indiana, wherein the Mabons agreed to purchase a time share and vacation exchange club membership for a total price of five thousand nine hundred dollars ($5,900.00). A true and correct copy of the Mabons' contract with Defendants is attached and incorporated by reference as Exhibit "PPP".

476. On or about September 15, 2006, the Mabons signed a promissory note and retail installment contract in connection with the contract noted in paragraph four hundred seventy-five

(475) wherein the balance on the contract was to be paid at a seventeen and eight-tenths percent (17.8%) interest rate.

477. At the time Defendants contracted with the Mabons, Defendants represented that they would perform or provide fulfillment and enrollment services necessary for the Mabons to obtain and use their Interval International time share and exchange club account.

478. Defendants' contract with the Mabons provided that they could cancel the transaction within one hundred twenty (120) hours and receive a full refund.

479. On September 18, the Mabons attempted to cancel the transaction but Defendants refused to do so.

480. Since that time, Defendants have continued to refuse to cancel the transaction and have threatened to initiate suit against the Mabons for non-payment of amounts purportedly owed under the contract referred to in paragraph four hundred seventy-five (475).

481. Between January and May 2007, the Mabons made payments of at least eight hundred sixty-three dollars and fifty cents ($863.50) on the contract referenced in paragraph four hundred seventy-five (475).

482. Defendants failed to provide enrollment and fulfillment services for the Mabons' time share and exchange club membership, failed to pay the time share company or Interval International for the underlying time share interest and exchange company membership, and failed to provide the Mabons with applicable account information.

483. Because of Defendants' misrepresentations and failure to perform contract obligations, the Mabons have been unable to use their time share and have received nothing in exchange for their payment of at least eight hundred sixty three dollars and fifty cents ($863.50) to Defendants.

484. Defendants sold their rights under the promissory note referenced in paragraph four hundred seventy-six (476) to ADP, which sub-contracted the billing and collection services to Highlands.

485. Because of Defendants' misrepresentations concerning cancellation rights, the Mabons have received billing statements and payment demands from Highlands.

RRR. Allegations Regarding Consumer Angel and Allen Kildow's Transaction.

485. On or about April 7, 2007, Defendants entered into a contract with Angel and Allen Kildow (hereinafter "Kildows") of North Liberty, Indiana, wherein the Kildows agreed to purchase a time share and vacation exchange club membership for a total price of five thousand nine hundred dollars ($5,900.00). A true and correct copy of the Kildows' contract with Defendants is attached and incorporated by reference as Exhibit "QQQ".

486. On or about April 7, 2007, the Kildows paid Defendants five thousand nine hundred dollars ($5,900), the full price on the contract noted in paragraph four hundred eighty-five (485) by credit card.

487. At the time Defendants contracted with the Kildows, Defendants represented that they would perform or provide fulfillment and enrollment services necessary for the Kildows to obtain and use their Interval International time share and exchange club account.

488. Defendants failed to provide enrollment and fulfillment services for the Kildows' time share and exchange club membership, failed to pay the time share company or Interval International for the underlying time share interest and exchange club membership, and failed to provide the Kildows with applicable account information.

489. Because of Defendants' misrepresentations and failure to perform contract obligations, the Kildows have been unable to use their time share and received nothing in exchange for their five thousand six hundred dollar ($5,600) payment to Defendants.

SSS. Allegations Regarding Consumer Paul and Ruby Tougaw's Transaction.

490. On or about May 11, 2006, Defendants entered into a contract with Paul and Ruby Tougaw (hereinafter "Tougaws") of Valparaiso, Indiana, wherein the Tougaws agreed to purchase a time share and vacation exchange club membership for a total price of five thousand five hundred dollars ($5,500.00). A true and correct copy of the Tougaws' contract with Defendants is attached and incorporated by reference as Exhibit "RRR".

491. On or about May 11, 2006, the Tougaws paid five hundred and fifty dollars ($550.00) to Defendants as a down payment on the contract referred to in paragraph four hundred ninety (490) and signed a promissory note and retail installment contract to pay the remaining balance of four thousand nine hundred and fifty dollars ($4,950) on July 11, 2006, which the Tougaws have paid in full.

492. At the time Defendants contracted with the Tougaws, Defendants represented that the Tougaws were purchasing a points membership good toward RCI's exchange club wherein Defendants would perform or provide fulfillment and enrollment services for the Tougaws' to use the points toward accommodations at RCI affiliated resorts.

493. At the time Defendants contracted with the Tougaws, Defendants provided the Tougaws with certificates purportedly entitling the Tougaws to 27,000 RCI bonus points and a voucher for a five-day four-night ocean cruise.

494. On or about May 15, 2006, Defendants represented that the Tougaws would be able to use the contracted for vacation benefits in sixty days.

495. Between May 15, 2006 and October 16, 2006, Defendants failed to provide any fulfillment or enrollment services for the Tougaws' RCI exchange club account and time share interest.

496. On October 16, 2006, the Tougaws requested a refund of their purchase price due to Defendants' failure to deliver services in a timely manner and Defendants' misrepresentation of benefits.

497. In early 2007, the Tougaws were informed they had an account with RCI that could not be canceled and that required the payment of a yearly maintenance fee of six hundred thirty-nine dollars ($639.00), which they paid to avoid forfeiting a time share interest.

498. The Tougaws made additional maintenance fee payments of five hundred dollars ($500.00) in August 2007 and six hundred and sixty five dollars and thirty-four cents ($665.34) in December 2007.

499. Defendants failed to perform fulfillment and enrollment services for the Tougaws and failed to pay RCI for the underlying property interest and memberships until well after the sixty day period represented by Defendants as the activation period of the Tougaws' vacation benefits.

500. Furthermore, Defendants have failed to perform fulfillment and enrollment services in connection with the certificates for 27,000 RCI signing bonus points and voucher for the free ocean cruise.

501. Because of Defendants' misrepresentations and failure to perform contract obligations, the Tougaws have effectively been unable to use or their time share or exchange

club points as represented despite payments to Defendants totaling at least seven thousand three hundred four dollars and thirty-four cents ($7,304.34).

TTT. Allegations Regarding Consumer Jack and Vickie Thomases Transaction.

502. On or about July 28, 2006, Defendants entered into a contract with Jack and Vickie Thomas (hereinafter "Thomases") of Schererville, Indiana, wherein the Thomases agreed to purchase a time share and vacation exchange club membership for a total price of six thousand dollars ($6,000.00). A true and correct copy of the Thomases' contract with Defendants is attached and incorporated by reference as Exhibit "SSS".

503. On or about August 1, 2006, the Thomases paid the full six thousand dollars ($6,000.00) to Defendants on the contract referred to in paragraph five hundred two (502).

504. At the time Defendants contracted with the Thomases, Defendants represented that the time share and vacation package would entitle the Thomases to participate in the RCI Exchange Program, which would allow them to exchange their time share points for other accommodations.

505. Defendants further represented that the Thomases would be awarded RCI bonus points and that Defendants would perform or provide fulfillment and enrollment services necessary for the Thomases to use their time share and exchange club membership and represented they would be able to use the purchased items in six (6) to eight (8) weeks.

506. Defendants failed to provide any fulfillment or enrollment services for the Thomases RCI exchange club account and time share and failed to pay RCI for the underlying property interest and memberships. Furthermore, Defendants have failed to perform fulfillment and enrollment services in connection with the certificates for RCI signing bonus points.

507. Because of Defendants' misrepresentations and failure to perform contract obligations, the Thomases have been unable to use their time share or exchange club points as represented despite payments to Defendants totaling at least six thousand dollars ($6,000.00).

UUU. Allegations Regarding Consumer Amber Drowneses Transaction.

508. On or about December 14, 2006, Defendants entered into a legally enforceable agreement with Amber Drownes (hereinafter "Drownes") of Gary, Indiana, wherein Drownes agreed to purchase a time share and vacation exchange club membership in exchange for payment.

509. On or about December 14, 2006, Drownes paid two hundred dollars ($200.00) to Defendants as a down payment on the agreement referenced in paragraph five hundred eight (508) and upon information and belief has made additional payments thereafter.

510. At the time Defendants contracted with Drownes they represented Drownes could cancel the agreement which Drownes subsequently attempted to do.

511. Defendants failed to cancel the agreement and provide Drownes with a refund.

512. Because of Defendants' misrepresentations and failure to perform their obligations under the agreement, Drownes has been unable cancel the agreement and has received nothing in exchange for her payment of at least two hundred dollars ($200.00).

513. Because of Defendants' misrepresentations concerning cancellation rights, Drownes has received billing statements and payment demands from bill collection entities associated with Defendants.

VVV. Allegations Regarding Consumer Monica Sadler's Transaction.

514. On or about March 11, 2007, Defendants entered into a contract with Monica Sadler (hereinafter "Sadler") of Hammond, Indiana, wherein Sadler agreed to purchase a time share and vacation exchange club membership for a total price of three thousand nine hundred ninety-five dollars ($3,995.00). A true and correct copy of Sadler's contract with Defendants is attached and incorporated by reference as Exhibit "TTT".

515. On or about March 11, 2007, Sadler paid two hundred dollars ($200.00) to Defendants as a down payment on the contract referred to in paragraph five hundred fourteen (514) and signed a retail installment contract to pay an additional three thousand five hundred ninety five dollars and fifty cents ($3,595.50) at a seventeen and eight-tenths percent (17.8%) interest rate.

516. At the time Defendants contracted with Sadler, Defendants represented that they would perform or provide fulfillment and enrollment services necessary for Sadler to obtain and use an Interval International time share and exchange club account, provide various discounts on airfare, hotels, car rentals, provide one guaranteed week long stay for a set price at any resorts listed in a travel book provided by Defendants, provide twelve (12) Get-a-Away vacations per year at prices ranging from one hundred seventy-four dollars ($174.00) to two hundred twenty-four dollars ($224.00) per trip, among other representations.

517. At the time Defendants contracted with Sadler, Defendants represented that they would call Sadler to verify all terms and conditions on March 13, 2007.

518. The contract referred to in paragraph five hundred fourteen (514) provided that Sadler could cancel for any reason within seven (7) days.

519. Defendants failed to call Sadler on March 13, 2007. Thereafter, and prior to March 18, 2007, Sadler made several attempts to call Defendants to confirm all representations made.

520. On March 19, 2007, Sadler learned that many of the representations made in connection with week long guarantees and the number of get-a-away vacations made at the time of contracting were misrepresentations. On that date and thereafter, Sadler made additional attempts to contact Defendants to obtain an explanation and cancel the contract.

521. Defendants have failed to cancel the contract referenced in paragraph five hundred fourteen (514) and have failed to provide Sadler with a refund of her down payment.

522. Defendants have failed to provide enrollment and fulfillment services for Sadler's time share and exchange club membership, failed to pay the time share company or Interval International for the underlying time share interest and exchange company membership, and failed to provide Sadler with applicable account information.

523. Because of Defendants' misrepresentations, failure to perform contract obligations, and failure to provide a refund, Sadler has been unable to use her time share and has received nothing in exchange for her two hundred dollar ($200.00) payment to Defendants.

WWW. Allegations Regarding Consumer Damali Samuels and Corwin Johnson's Transaction.

524. On or about August 20, 2006, Defendants, as agents of ICW Inc., entered into a contract with Damali Samuels and Corwin Johnson (hereinafter "Damali and Corwin") of Merrillville, Indiana, wherein Damali and Corwin agreed to purchase a time share and vacation exchange club membership for a total price of six thousand dollars ($6,000.00) with an

additional maintenance fee of three hundred eighty nine dollars ($389.00). A true and correct copy of Damali and Corwin's contract with Defendants is attached and incorporated by reference as Exhibit "UUU".

525. On or about August 20, 2006, Damali and Corwin signed a promissory note and retail installment contract in connection with the contract noted in paragraph five hundred twenty-four (524) wherein payment of five thousand four hundred dollars ($5,400.00) was to be made at a seventeen and eight-tenths percent (17.8%) interest rate.

526. At the time Defendants contracted with Damali and Corwin, Defendants represented that the time share and vacation package would entitle Damali and Corwin to participate in the RCI Exchange Program, which would allow them to exchange time share points for other accommodations subject to availability.

527. Defendants further represented that they would perform fulfillment and enrollment services necessary for Damali and Corwin to obtain and use their timeshare and exchange club membership, that Damali and Corwin's RCI account would be activated within sixty days and that Damali and Corwin would receive other applicable account information.

528. Defendants failed to perform the represented obligations within sixty (60) days as promised, and have failed to do so to date.

529. In November 2006, Highlands sent Damali and Corwin a bill for three hundred dollars ($300.00). In December 2006, Damali and Corwin attempted to cancel the contract but Defendants failed to respond and therefore Damali and Corwin made payment of three hundred dollars ($300.00) to avoid collection by Highlands.

530. Because of Defendants' misrepresentation and failure to perform contract obligations, Damali and Corwin have been unable to use their time share or exchange club points

and have received nothing in exchange for their payment to Defendants of at least three hundred dollars ($300.00).

531. Defendants sold their rights under the promissory note referenced in paragraph five hundred twenty-five (525) to ADP, which sub-contracted the billing and collection services to Highlands.

532. Because of Defendants' misrepresentations Damali and Corwin have received billing statements and payment demands from Highlands.

XXX. Allegations Regarding Consumers Randall and Cheryl Campbell's Transaction.

533. On or about February 2007, Defendants contacted Randall and Cheryl Campbell (hereinafter "Campbells"), of Hobart, Indiana, by telephone and represented that the Campbells had won a prize if they would attend one of Defendants' sales presentations.

534. On or about February 23, 2007, the Campbells attended a sales presentation but Defendants failed to provide the Campbells with the promised prize.

535. On or about February 23, 2007, Defendants entered into a contract with the Campbells wherein the Campbells agreed to purchase a time share and vacation exchange club membership for a total price of five thousand dollars ($5,000.00).

536. On or about February 23, 2007, the Campbells signed a promissory note, truth in lending disclosure, and paid Defendants five thousand nine hundred dollars ($5,000), the full price on the contract noted in paragraph five hundred thirty-five (535) by charging that amount to an RCI Elite Rewards credit card procured for the Campbells by Defendants. A true and correct copy of the promissory note, truth in lending disclosure and charge receipt made in

connection with the contract referred to in paragraph five hundred thirty-five (535) is incorporated by reference as Exhibit "VVV".

537. At the time Defendants contracted with Campbells, Defendants represented that they would perform or provide fulfillment and enrollment services necessary for Campbell to obtain and use their Interval International time share and exchange club account.

538. To date the Campbells have been unable to use their time share despite the five thousand dollar ($5,000) credit card charge and payments by the Campbells totaling at least nine hundred one dollar and twenty-six cents ($901.26).

539. Upon information and belief, Defendants failed to provide any fulfillment or enrollment services for the Campbells exchange club account and time share and failed to pay Interval for the underlying property interest and memberships.

540. Because of Defendants' misrepresentations and failure to perform contract obligations, the Campbells have been unable to use their time share and did not receive the free prize promised by Defendants.

YYY. Allegations Regarding Consumers Todd and Lisa Mayer's Transaction.

541. On or about October 2006, Defendants contacted Todd and Lisa Mayer (hereinafter "Mayers"), of Valparaiso, Indiana, by telephone and represented that the Mayers had won a prize if they would attend one of Defendants' sales presentations.

542. On or about October 6, 2006, the Mayers attended a sales presentation but Defendants failed to provide the Mayers with the promised prize.

543. On or about October 6, 2006, Defendants entered into a contract with the Mayers, wherein the Mayers agreed to purchase a time share and vacation exchange club membership for

a total price of four thousand nine hundred dollars ($4,900.00). A true and correct copy of the Mayers' contract with Defendants is attached and incorporated by reference as Exhibit "WWW".

544. On or about October 6, 2006, the Mayers signed a promissory note to pay the amount owed on the contract referred to in paragraph five hundred forty-three (543) at an interest rate of rate seventeen and eight-tenths percent (17.8%).

545. At the time Defendants contracted with the Mayers, Defendants represented that they would perform or provide fulfillment and enrollment services within forty-five (45) to sixty (60) days and that the Mayers could use their Interval International time share and exchange club account after (3) timely payments were made, and provided a certificate for a free vacation.

546. To date the Mayers have been unable to use their time share despite making the required number of timely payments and paying at least six hundred dollars ($600) to Defendants on the contract referred to in paragraph five hundred forty-three (543).

547. Because of Defendants' misrepresentations and failure to perform contract obligations, the Mayers have been unable to use their time share.

548. Because of Defendants misrepresentations the Mayers have paid an additional one hundred dollars ($100.00) in an unsuccessful attempt to obtain what was represented by Defendants as a free vacation.

549. On or about April 2007, the Mayers attempted to cancel the contract referred to in paragraph five hundred forty-three (543).

550. Defendants sold their rights under the promissory note referenced in paragraph five hundred forty-four (544) to ADP, which sub-contracted the billing and collection services to Highlands and/or Sonnenschein.

551. Because of Defendants' misrepresentations as detailed above, the Mayers have received billing statements and payment demands from Highlands and/or Sonnenschein.

ZZZ Allegations Regarding Consumer William and Janet Phillippe's Transaction.

552. On or about July 2006, Defendants contacted William and Janet Phillippe (hereinafter "Phillippes"), of Crown Point, Indiana, by telephone and represented that the Phillippes had won a prize.

553. On or about July 30, 2006, the Phillippes attended a sales presentation but Defendants failed to provide the Phillippes with the promised prize.

554. On or about July 30, 2006, Defendants entered into a contract and with the Phillippes, wherein the Phillippes agreed to purchase an RCI time share club membership and thirty thousand (30,000) RCI points for a total price of one thousand five hundred ninety-five dollars ($1,595.00). A true and correct copy of the contract is attached and incorporated by reference as Exhibit "XXX".

555. At the time Defendants contracted with the Phillippes, Defendants represented that the RCI time share and club membership would entitle the Phillippes to participate in the RCI Exchange Program, which in turn would allow them to exchange time share points for other accommodations subject to availability. Defendants further represented that they would perform or provide fulfillment and enrollment services necessary for the Phillippes to use their RCI time share points and exchange club membership.

556. At the time Defendants contracted with the Phillippes, Defendants represented that the Phillippes could activate their RCI membership and exchange club account and use their RCI points after (3) timely payments were made.

557. The Phillippes made at least three (3) timely payments and have paid at least six hundred twenty dollars and twenty-seven cents ($620.27) on the contract referred to in paragraph five hundred fifty-four (554).

558. On January 3, 2007, the Phillippes called Defendants who promised to activate the RCI membership and points. On March 1, 2007, and thereafter, the Phillippes called Defendants and again requested the contracted for benefits.

559. To date the Phillippes have been unable to use their RCI exchange account or RCI points despite making the required number of timely payments and paying at least six hundred twenty dollars and twenty-seven cents ($620.27) on the contract referred to in paragraph five hundred fifty-four (554).

560. Defendants have failed to provide or perform enrollment and fulfillment services necessary for the Phillippes' to activate their RCI exchange club membership and use their RCI points, have failed to pay RCI for the underlying club membership and/or time share, and failed to provide the Phillippes with the applicable account information.

561. Because of Defendants' misrepresentations and failure to perform contract obligations, the Phillippes have been unable to use their RCI exchange club membership and RCI points.

562. Defendants sold their rights under a promissory note the Phillippes had signed in connection with the contract referenced in paragraph five hundred fifty-four (554) to ADP, which sub-contracted the billing and collection services to Highlands. Highlands has threatened to report the Phillippes to credit bureaus if they fail to pay.

563. Because of Defendants' misrepresentations as detailed above, the Phillippes have received billing statements and payment demands from Highlands.

AAAA. Allegations Regarding Consumers Aelan Kim Choi and Yong Kyun Kim's Transaction.

564. On or about March 2007, Defendants spoke with Aelan Kim Choi and Yong Kyun Kim (hereinafter "Aelan and Yong"), of Chicago, Illinos, by telephone and represented that Aelan and Yong had won a prize if they would attend one of Defendants' sales presentations.

565. On or about April 1, 2007, Aelan and Yong attended a sales presentation at Defendants' Crown Point, Indiana location where Defendants provided Aelan and Yong with a certificate for free air travel and free hotel accommodations.

566. Aelan and Yong have attempted to use the certificate, but it has not been honored despite Defendants' representations that it would be.

567. On or about April 1, 2007, Defendants entered into a contract in Indiana with Aelan and Yong, wherein Aelan and Yong agreed to purchase a time share and vacation exchange club membership for a total price of three thousand nine hundred dollars ($3,900.00).

568. A true and correct copy of Aelan and Yong's contract is attached and incorporated by reference as Exhibit "YYY".

569. On or about April 1, 2007, Aelan and Yong paid Defendants three thousand nine hundred dollars ($3,900), the full price on the contract noted in paragraph five hundred sixty-eight (568) by charging that amount to an RCI Elite Rewards credit card procured for Yong by Defendants that subjected Yong to minimum monthly payments and various finance charges.

570. At the time Defendants contracted with Aelan and Yong, Defendants represented that they would perform or provide fulfillment and enrollment services within sixty (60) days

and that Aelan and Yong could use their Interval International time share and exchange club account after (3) timely payments were made.

571. Based on Defendants' representations, Aelan and Yong also agreed to an automatic debiting of their VISA credit card to pay maintenance fees for the represented time share.

572. Aelan and Yong unsuccessfully attempted to contact Defendants in April and May of 2007 to obtain a status of their account. Thereafter they called Interval International which advised that it had no record of Aelan and Yong's time share purchase or exchange club account.

573. Defendants have failed to provide or perform enrollment and fulfillment services necessary for Aelan and Yong to activate their Interval exchange club membership and time share, have failed to pay Interval for the underlying club membership and/or time share, and failed to provide Alean and Yong with the applicable account information.

574. To date, Aelan and Yong have been unable to use their Interval exchange club membership and time share despite making the required number of timely payments and paying at least four thousand one hundred thirty dollars and sixty three cents ($4,130.63) on the credit card charge referred to in paragraph five hundred sixty-nine (569).

575. Because of Defendants' misrepresentations and failure to perform contract obligations, Aelan and Yong have been unable to use their time share or utilize the certificate provided by Defendants.

BBBB. Allegations Regarding Consumer Howard Shelhart's Transaction.

576. On or about July 18, 2006, Defendants entered into a contract with Howard Shelhart ("Shelhart"), of Wheatfield, Indiana, wherein Shelhart agreed to purchase a time share and vacation exchange club membership for a total price of seven thousand eight hundred and ten dollars ($7,810.00). A true and correct copy of Shelhart's contract with Defendants is attached and incorporated by reference as Exhibit "ZZZ".

577. On or about July 18, 2006, Shelhart paid seven hundred and eighty one dollars ($781.00) to Defendants as a down payment on the contract referred to in paragraph five hundred seventy-six (576) and signed a retail installment contract and promissory note to pay the balance on the contract at an interest rate of seventeen and eight-tenths percent (17.8%).

578. At the time Defendants contracted with Shelhart, Defendants represented that they would perform or provide fulfillment and enrollment services for Shelhart's RCI exchange club account and time share interest. Defendants further represented that Shelhart would receive forty four thousand three hundred (44,300) RCI points toward his exchange club account and an additional forty five thousand (45,000) RCI points as a signing bonus.

579. On September 30, 2006, Shelhart issued a check to Defendants in the amount of seven thousand twenty dollars ($7,020.00), which Defendants cashed on November 3, 2006. A true and correct copy of the check is attached as Exhibit "AAAA".

580. At the time Defendants contracted with Shelhart, Defendants represented that they would perform or provide fulfillment and enrollment services to activate Shelhart's RCI exchange club account within sixty (60) days.

581. From July 2006 to date, Shelhart has made numerous attempts to contact Defendants to obtain a status of his account.

582. On March 23, 2007, Defendants, through its agent John W. Collier, represented that Shelhart's account would be activated shortly as funds necessary to purchase the time share interest had been released to RCI.

583. Shelhart has not been unable to use his time share and exchange club membership as represented by Defendants despite making payment of seven thousand eight hundred-one dollars ($7,801.00) on the contract referred to in paragraph five hundred seventy-six (576).

584. Defendants have failed to provide or perform timely enrollment and fulfillment services necessary for Shelhart to timely activate his RCI exchange club membership.

585. Despite Shelhart's payment in full under the contract referred to in paragraph five hundred seventy-six (576) Defendants sold their rights under the promissory note referenced in paragraph five hundred seventy-seven (577) to ADP, which sub-contracted the billing and collection services to Highlands.

586. Because of Defendants' misrepresentations as detailed above, Shelhart has received billing statements and payment demands from Highlands.

CCCC. Allegations Regarding Consumers Richard and Carmen Suchanuk's Transaction.

587. On or about February 2007, Defendants represented, via telephone, to Richard and Carmen Suchanuk (hereinafter "Suchanuks"), of Portage, Indiana, that the Suchanuks had won a prize if they would attend one of Defendants' sales presentations.

588. On or about February 23, 2007, the Suchanuks attended a sales presentation but Defendants failed to provide the Suchanuks with the promised prize.

589. On or about February 23, 2007, Defendants entered into a contract with the Suchanuks, wherein the Suchanuks agreed to purchase a time share and vacation exchange club

membership for a total price of three thousand five hundred fifty dollars ($3,550.00). A true and correct copy of the Suchanuks' contract with Defendants is attached and incorporated by reference as Exhibit "BBBB".

590. On or about February 23, 2007, the Suchanuks paid Defendants three thousand five hundred fifty dollars ($3,550.00) via charge card. A true and correct copy of the receipt is attached and incorporated by reference as Exhibit "CCCC".

591. At the time Defendants contracted with the Suchanuks, Defendants represented that they would perform fulfillment and enrollment services within forty-five (45) to sixty (60) days and that the Suchanuks could use their Interval International time share and exchange club account within that period.

592. On or about March 22, 2007, the Suchanuks spoke with Defendants and learned for the first time that many of the representations made by Defendants on or about February 23, 2007 were misleading in that there were more costs and restrictions associated with the time share and exchange account, among other misrepresentations.

593. On or about April 2007 and thereafter, the Suchanuks tried to cancel the contract referred to in paragraph five hundred eighty-nine (589), but Defendants refused.

594. To date the Suchanuks have been unable to use their time share or exchange club account despite paying Defendants three thousand five hundred fifty dollars ($3,550.00) on the contract referred to in paragraph five hundred eighty-nine (589).

595. Defendants have failed to provide or perform enrollment and fulfillment services necessary for the Suchanuks to activate their Interval International exchange club membership and time share, have failed to pay for the underlying club membership and/or time share, have

failed to cancel the contract referred to in paragraph five hundred eighty-nine (589), and failed to provide the Suchanuks with the applicable account information.

596. Because of Defendants' misrepresentations and failure to perform contract obligations, the Suchanuks have been unable to use their time share.

DDDD. Allegations Regarding Consumer Venetia Wise and Leslie Wise-Smith's Transaction.

597. On or about October 1, 2006, Venetia Wise and Leslie Wise-Smith (hereinafter "Venetia and Leslie") of Gary, Indiana, attended a sales presentation at Defendants' Crown Point location.

598. At the sales presentation, Defendants represented that if Venetia and Leslie paid the full amount owed on any contract entered into with Defendants that they would be awarded a free trip.

599. On or about October 1, 2006, Defendants entered into a contract with Venetia and Leslie, wherein Venetia and Leslie agreed to purchase a time share and vacation exchange club membership for a total price of seven thousand nine hundred ninety-five dollars ($7,995.00). A true and correct copy of Venetia and Leslie's contract with Defendants is attached and incorporated by reference as Exhibit "DDDD".

600. On October 1, 2006, Venetia and Leslie signed a promissory note and retail installment contract in connection with the contract referred to in paragraph five hundred ninety-nine (599) under which the balance would be paid at a seventeen and eight-tenths percent (17.8%) rate.

601. At the time Defendants contracted with Venetia and Leslie, Defendants represented that they would perform fulfillment and enrollment services within forty-five (45) to

sixty (60) days and that Venetia and Leslie could use their Interval International time share and exchange club account after three timely payments were made.

602. On or about October 5, 2006, Venetia paid Defendants seven thousand nine hundred ninety-five dollars ($7,995.00) as payment in full on the contract referred to in paragraph five hundred ninety-nine (599) via check which Defendants cashed on or about October 10, 2006 . A true and correct copy of the cashed check is attached and incorporated by reference as Exhibit "EEEE".

603. On or about March 22, 2007, Venetia and Leslie spoke with Defendants and learned for the first time that many of the representations made by Defendants on or about February 23, 2007 were misleading in that there were more costs and restrictions associated with the time share and exchange account, among other misrepresentations.

604. On or about April 2007 and thereafter, Venetia and Leslie tried to cancel the contract referred to in paragraph five hundred ninety-nine (599) but Defendants refused.

605. To date Venetia and Leslie have been unable to use their time share or exchange club account despite paying Defendants seven thousand nine hundred ninety five dollars ($7,995.00) on the contract referred to in paragraph five hundred ninety-nine (599).

606. Defendants have failed to provide or perform enrollment and fulfillment services necessary for Venetia and Leslie to activate their Interval International exchange club membership and time share, have failed to pay for the underlying club membership and/or time share, have failed to cancel the contract referred to in paragraph five hundred ninety-nine (599), failed to provide Venetia and Leslie with the applicable account information, and failed to provide then with a free trip.

607. Because of Defendants' misrepresentations and failure to perform contract obligations Venetia and Leslie have been unable to use their time share or exchange club account.

608. Defendants sold their rights under the promissory note referenced in paragraph six hundred (600) to ADP, which sub-contracted the billing and collection services to Highlands.

609. Because of Defendants' misrepresentations as detailed above, Venetia and Leslie have received billing and payment demands from Highlands despite paying the contract referred to in paragraph five hundred ninety-nine (599) in full.

EEEE. Allegations Regarding Consumer Luis Barajases Transaction.

610. On or about October 2006, Defendants represented, via telephone, to Luis Barajas (hereinafter "Barajas"), of Hobart, Indiana, that he had won a prize.

611. On or about November1, 2006, Barajas attended an "awards ceremony" but Defendants failed to provide him with the promised prize.

612. On or about November 1, 2006, Defendants entered into a legally enforceable agreement with Barajas in which he agreed to purchase a time share and vacation exchange club membership.

613. On or before November 5, 2006, Barajas attempted to cancel the agreement referred to in paragraph six hundred twelve (612) but Defendants refused.

614. Defendants sold certain rights in connection with the agreement referenced in paragraph six hundred twelve (612) to ADP, which sub-contracted the billing and collection services to Highlands.

615. Because of Defendants' misrepresentations and refusal to cancel the agreement, Barajas has received billing and payment demands from Highlands.

COUNT I – VIOLATIONS OF THE PROMOTIONAL GIFTS AND CONTESTS ACT

616. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through six hundred fifteen (615) above.

617. By mailing or otherwise distributing written notices to consumers offering property or a chance to obtain property based on a representation that the recipient had been awarded or may have been awarded prizes, as referenced in, but not limited to, paragraphs 18, 19, 41, 49, 75, 84, 157, 162, 211, 235, 288, 320, 379, 386, 408, 443, 458, 493, 545, and 565 above, Defendants conducted "promotions" as defined in Ind. Code § 24-8-2-5.

618. By failing to disclose the verifiable retail value or odds for each prize listed in the notices in immediate proximity with each listing of the prize and in the same size type and boldness as the prize, as referenced in paragraph 21 above, Defendants violated the Indiana Promotional Gifts and Contests Act, Ind. Code § 24-8-3-5.

619. By failing to disclose all eligibility limitations in least ten (10) point boldface type in the notices, as referenced in paragraph 20 above, Defendants violated the Indiana Promotional Gifts and Contests Act, Ind. Code § 24-8-3-8.

620. By failing to conspicuously disclose that, in at least ten (10) point boldface type, the recipients of the prize notices are required to hear or attend a sales presentation in order to obtain the prizes, as referenced in paragraph 22 above, Defendants violated the Indiana Promotional Gifts and Contests Act, Ind. Code § 24-8-3-6.

621. By failing to disclose that, in at least ten (10) point boldface type, the recipients of the prize notices were required to pay additional costs to receive the prizes, including shipping fees, handling fees, or any other charge, by using the following appropriately completed statement: "You must pay $ _____ in order to receive this item," Defendants violated the Indiana Promotional Gifts and Contests Act, Ind. Code § 24-8-3-7.

622. By failing to provide the promised prizes or an adequate substitute prize to consumers, as referenced in, but not limited to, paragraphs 43, 60, 81, 85, 133, 158-160, 182-183, 211, 228, 241, 249, 260, 261, 290, 294, 316, 321-323, 339, 355, 376, 386, 397, 406-411, 431, 438, 453, 459, 500, 534, 542, 548, 553, 566, 588, and 611 above, Defendants violated the Indiana Promotional Gifts and Contests Act, Ind. Code § 24-8-5-1.

623. By failing to honor a voucher, certificate, or other evidence of obligation if the person named as being responsible fails to honor the voucher, certificate, or other evidence of obligation, as referenced in paragraph 43 above, Defendants violated the Indiana Promotional Gifts and Contests Act, Ind. Code § 24-8-5-2.

624. Pursuant to Ind. Code § 24-8-6-3, Defendants' violations of the Indiana Promotional Gifts and Contests Act constitute deceptive acts and are subject to the remedies and penalties listed in Ind. Code § 24-5-0.5.

COUNT II - VIOLATIONS OF THE TELEPHONE SOLICITATIONS ACT

625. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through six hundred twenty-four (624) above.

626. By soliciting consumers and making false representations or implications that the consumers would receive a gift, prize, or the value of a gift or prize, as referenced in, but not

limited to, paragraphs 41, 48, 58, 74, 75, 84, 133, 158, 161, 181, 228, 248, 255, 261, 293, 315, 338, 354, 370, 389, 406, 422-423, 429, 436, 452, 533, 541, 552, 587, and 610 above, Defendants acted as "sellers" as defined in the Indiana Telephone Solicitations Act, Ind. Code § 24-5-12.

627. By failing to file a registration statement and pay the registration fee to the Consumer Protection Division, as referenced in paragraph 24 above, Defendants violated the Indiana Telephone Solicitations Act, Ind. Code §§ 24-5-12-10 and 24-5-12-11.

628. Pursuant to Ind. Code § 24-5-12-23, Defendants' violations of the Indiana Telephone Solicitations Act constitute deceptive acts and are subject to the remedies and penalties listed in Ind. Code § 24-5-0.5.

COUNT III - VIOLATIONS OF THE TIME SHARES AND CAMPING CLUBS ACT

629. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through six hundred twenty-eight (628) above.

630. By selling or offering to sell time shares to Indiana consumers, as referenced in, but not limited to, paragraphs 30, 37, 50, 61, 67, 76, 86, 93, 100, 106, 115, 121, 135, 143, 146, 152, 163, 169, 174, 182, 184, 189, 193, 198, 203, 208, 215, 220, 224, 229, 233, 243, 250, 256, 262, 265, 268, 272, 275, 278, 285, 295, 303, 310, 317, 326, 332, 340, 348, 356, 364, 372, 381, 391, 401, 412, 418, 425, 432, 439, 445, 454, 464, 468, 475, 485, 490, 502, 508, 514, 524, 535, 543, 554, 568, 576, 589, and 599 above, Defendants are subject to the Indiana Time Shares and Camping Clubs Act, Ind. Code § 32-32.

631. By failing to register with and pay the registration fee to the Consumer Protection Division, as referenced in paragraph 25 above, Defendants violated the Indiana Time Shares and Camping Clubs Act, Ind. Code §§ 32-32-3-1 and 32-32-3-3.

632. Pursuant to Ind. Code § 32-32-3-14, Defendants' violations of the Indiana Time Shares and Camping Clubs Act constitute deceptive acts and are subject to the remedies and penalties listed in Ind. Code § 24-5-0.5.

COUNT IV - VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

633. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs one (1) through six hundred thirty-two (632) above.

634. The transactions identified in, but not limited to, paragraphs 30, 37, 50, 61, 67, 76, 86, 93, 100, 106, 115, 121, 135, 143, 146, 152, 163, 169, 174, 182, 184, 189, 193, 198, 203, 208, 215, 220, 224, 229, 233, 243, 250, 256, 262, 265, 268, 272, 275, 278, 285, 295, 303, 310, 317, 326, 332, 340, 348, 356, 364, 372, 381, 391, 401, 412, 418, 425, 432, 439, 445, 454, 464, 468, 475, 485, 490, 502, 508, 514, 524, 535, 543, 554, 568, 576, 589, and 599 above, are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(1).

635. Defendants are "suppliers" as defined in Ind. Code § 24-5-0.5-2(3).

636. By representing to consumers that they would receive free prizes or gifts, as referenced in, but not limited to, paragraphs 41, 48, 58, 74, 75, 84, 133, 158, 161, 181, 228, 248, 255, 261, 293, 315, 338, 354, 370, 389, 406, 422-423, 429, 436, 452, 533, 541, 552, 587, and 610 above, when Defendants knew or should have known the consumers would not receive such benefits, the Defendants misrepresented the characteristics, benefits, and uses of the transaction in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

637. By representing the terms of the contracts with consumers, as referenced in, but not limited to, paragraphs 33, 52, 89, 96, 102, 109, 124, 138, 148, 154, 166, 186, 205, 210, 217, 225, 233, 267, 270, 277, 281, 287, 297, 305-306, 312, 319, 328, 334-335, 343, 350-351, 358-

359, 366-367, 373, 383, 392, 403, 414, 432, 440, 445, 457, 470, 477-478, 487, 492, 505, 510, 516-518, 527, 537, 545, 555-556, 570, 578, 580, 591, and 601 above, when Defendants knew or should have known that the representations were false, the Defendants misrepresented the sponsorship, approval, performance, characteristics, accessories, uses, or benefits of the transactions in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

638. By representing to consumers that they would perform or provide enrollment and fulfillment services related to time share interests and vacation exchange club memberships, as referenced in, but not limited to, paragraphs 32, 39, 63, 69, 78, 88, 95, 108, 117, 123, 137, 165, 174, 189, 193, 198, 205, 217, 220, 229, 233, 243, 262, 265, 268, 280, 287, 297, 305, 319, 328, 334, 350, 358, 373, 383, 392, 401, 412, 425, 432, 445, 457, 464, 470, 477, 487, 492, 505, 515, 527, 537, 545, 555, 570, 578, 580, 591, and 601 above, when Defendants knew or reasonably should have known that they would not perform or provide such services as represented, the Defendants misrepresented the characteristics, benefits, and uses of the transaction in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

639. By representing to third party finance companies that consumers still had payment obligations on promissory notes, as referenced in, but not limited to, paragraphs 55, 149, 180, 217, 252, 420, 427, 440, 471, 479, 512, 529, 549, 585, 609, and 613 above, when Defendants knew or should have know that the consumers had properly cancelled and no longer had any payment obligations on the notes, the Defendants misrepresented the characteristics, benefits, and uses of the transactions in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

640. By representing to consumers that they would provide refunds to the consumers, as referenced in, but not limited to, paragraphs 52, 54, 172, 206, 226, and 446 above, when Defendants knew or reasonably should have known that refunds would not be issued, the Defendants misrepresented the rights, remedies, or obligations of the transactions in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(8).

641. By representing to consumers that they could cancel their transactions within a certain period of time, as referenced in, but not limited to, paragraphs 52, 148, 186, 205, 233, 335, 367, 393, 440, 478, 510 and 519 above, when Defendants knew or reasonably should have known that such cancellation requests would not be honored, the Defendants misrepresented the rights, remedies, or obligations of the transactions in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(8).

642. By representing expressly or by implication that they would complete the subject matter of the consumer transactions within a stated period of time or within a reasonable period of time, as referenced in, but not limited to, paragraphs 32, 40, 64, 70, 79, 88, 95, 111, 112, 118, 126, 140, 165, 177, 195, 200, 217, 245, 281, 298, 306, 328, 334, 343, 351, 359, 366, 373, 392, 403, 414, 432, 445, 457, 487, 499, 505, 528, 537, 545, 556, 570, 580, 591, and 601 above, when Defendants knew or reasonably should have known they would not be so completed, the Defendants violated the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

COUNT V – KNOWING AND INTENTIONAL VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

643. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through six hundred forty-two (642) above.

644. The misrepresentations and deceptive acts set forth above were committed by Defendants with knowledge and intent to deceive.

RELIEF

WHEREFORE, Plaintiff, State of Indiana, requests that the Court enter judgment against the Defendants, Vacation Resort Management Inc., Harbor Management of Colorado LLC, Harbor Management Corporation, Madeline Allerton, David Haddad, and Lisa Jantelezio, for a permanent injunction pursuant to Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendants from the following:

a. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have, which Defendants know or reasonably should know it does not have;

b. representing, expressly or by implication, that a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if Defendants know or should reasonably know that the representation is false;

c. representing, expressly or by implication, that Defendants are able to deliver or complete the subject of a consumer transaction within a stated period or time or within a reasonable period of time, when Defendants know or reasonably should know that the transaction cannot be so completed;

d. in the course of conducting promotions in Indiana, failing to include all of the items required by Ind. Code §§ 24-8-2-3 through 24-8-3-8 in the promotional notice sent to consumers;

e. in the course of conducting promotions in Indiana, failing to offer to the consumer a substitute prize pursuant to the terms of Ind. Code § 24-8-5-1(a) if the prize the consumer won is not available;

f. in the course of conducting promotions in Indiana, failing to honor a voucher, certificate, or other evidence of obligation if the person named as being responsible fails to honor the voucher, certificate, or other evidence of obligation;

g. acting as a seller as defined in the Indiana Telephone Solicitations Act without properly registering with the Consumer Protection Division; and

h. acting as time share seller without properly registering with the Consumer Protection Division.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against Defendants for the following relief:

a. cancellation of the Defendant's unlawful contracts with consumers, including, but not limited to, the persons identified in paragraphs 30, 37, 50, 61, 67, 76, 86, 93, 100, 106, 115, 121, 135, 143, 146, 152, 163, 169, 174, 182, 184, 189, 193, 198, 203, 208, 215, 220, 224, 229, 233, 243, 250, 256, 262, 265, 268, 272, 275, 278, 285, 295, 303, 310, 317, 326, 332, 340, 348, 356, 364, 372, 381, 391, 401, 412, 418, 425, 432, 439, 445, 454, 464,

468, 475, 485, 490, 502, 508, 514, 524, 535, 543, 554, 568, 576, 589, and 599, pursuant to Ind. Code § 24-5-0.5-4(d);

b. costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

c. consumer restitution for money unlawfully received from aggrieved consumers, including, but not limited to, the persons identified in paragraphs 30, 37, 50, 61, 67, 76, 86, 93, 100, 106, 115, 121, 135, 143, 146, 152, 163, 169, 174, 182, 184, 189, 193, 198, 203, 208, 215, 220, 224, 229, 233, 243, 250, 256, 262, 265, 268, 272, 275, 278, 285, 295, 303, 310, 317, 326, 332, 340, 348, 356, 364, 372, 381, 391, 401, 412, 418, 425, 432, 439, 445, 454, 464, 468, 475, 485, 490, 502, 508, 514, 524, 535, 543, 554, 568, 576, 589, and 599, pursuant to Ind. Code § 24-5-0.5-4(c)(2);

d. on Count V of Plaintiff's complaint, civil penalties, pursuant to Ind. Code § 24-5-0.5-4(g), for the Defendants' knowing violations of the Promotional Gifts and Contests Act, Telephone Solicitations Act, Time Shares and Camping Clubs Act, and Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars ($5,000.00) per violation, payable to the State of Indiana;

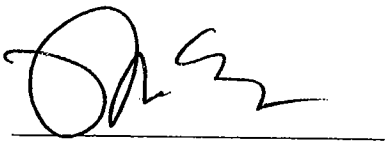
e. on Counts II and IV of Plaintiff's complaint, civil penalties, pursuant to Ind. Code § 24-5-0.5-8, for the Defendants' intentional violations of the Promotional Gifts and Contests Act, Telephone Solicitations Act, Time Shares and Camping Clubs Act, and Deceptive Consumer Sales Act, in the

amount of Five Hundred Dollars ($500.00) per violation, payable to the State of Indiana; and

f. all other just and proper relief.

Respectfully submitted,

STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By: 

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PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of April, 2005 by and between **Vacation Resort Management, Inc., a Nevada Corporation having offices at 1231 Kaneville Road, Geneva, IL 60134** (hereinafter referred to as "Seller") and **Alternative Debt Portfolios, L.P., a Delaware Limited Partnership having offices at 790 Ida Court Incline Village, NV 89451** (hereinafter referred to as "Company");

That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, it is agreed as follows:

1. The Seller may sell to, or have the Company bill or advance on, hereinafter referred to as "Assign" certain Contracts, Conditional Sales Contracts, Chattel, Installment Notes, Promissory Notes, Security Agreements, Invoices, Accounts Receivables, Leases or other obligations hereinafter referred to as "Contracts" arising out of the sale of merchandise or services sold or delivered by the Seller. The Company reserves the right to make an investigation of all Contracts submitted and the Company may, at its sole discretion, reject any such Contracts submitted by the Seller.

2. For each Contract purchased by, or assigned to, the Company, the Company shall be due all payments from Contract Obligor. The Company shall determine the amount of advance required to purchase each Contract and a seperate addendum shall specify the purchase price due to the Seller.

3. Contracts sold or assigned to the Company by the Seller shall become the sole property of the Company and the Seller waives all rights to said Contracts. Funds delivered by the company shall constitute payment in full for the Seller's interest in Contracts sold or assigned. The Seller waives any claims of consequential and/or punitive damages.

4. The Seller understands and acknowledges that any and all representations and warranties he makes is material to the Company's purchase of each Contract. If any representation or warranty made to the Company or to the Seller's customer in connection with a Contract is in the conclusive opinion of the Company, breached or untrue, the Seller shall unconditionally guarantee payment of the discounted amount remaining unpaid and shall, upon demand by the Company, repurchase within ten days such Contract in cash for the full amount than unpaid, whether or not the Contract obligor is in default under the Contract, and shall indemnify, defend and hold harmless from and against any and all liabilities, losses, costs, judgments, fines and expenses, including attorney fees, that may be incurred by the Company at any time in connection with or as a result of such breach or misrepresentation. The Seller understands and agrees that the Company may obtain repayment for any Contract required to be purchased by the Seller under this provision by right of set-off, and the Seller hereby grants to the Company the right to obtain such repayment by offsetting the repayment of such Contract by the Seller, the Company shall return the Contract to the Seller.

5. In addition to any rights and remedies of the Company provided by law, the Company shall have the further right, under the conditions stated below, to set-off and make application against the Seller's cash advances, or any other monetary obligation owing by the Company to the Seller. Such right of set-off shall be exercised by the Company without prior written or oral notice, and any such notice is hereby expressly waived by the Seller to the extent permitted by applicable law. The Company's right of set-off shall be effective upon the occurrence of any event of charge back or other loss provided that such event is documented by the Company. The Company may exercise its right of set-off in its sole discretion either at the time of the occurrence of any such event or loss, or at any time thereafter, and such right of set-off may be exercised by the Company against the Seller or any successor or assignee. The Company agrees to promptly notify the Seller after any set-off or applications made provided that the failure to give such notice shall not affect the validity of such set-off or application.

6. The Seller shall instruct all obligors on Contracts sold by the Seller to the Company that all payments on such Contracts shall be made to the Company.

7. The Seller shall comply fully with all requirements of Federal Truth-in Lending laws and regulations and shall save the Company harmless from any and all claims and expenses arising out of the Seller's failure to do so, including but not limited to all attorneys' fees and litigation costs incurred by the Company. If any law, statute or regulation changes, is amended, or enacted that would change the eligibility or enforcement of contracts purchased from Seller, Seller shall promptly notify Company in writing and not submit such contracts for purchase to Company.

8. The Seller warrants to the Company that if the retail transaction or negotiations related to the retail transaction were conducted in a language other than English, Seller gave each buyer prior to entering into the contract or any written agreement an unexecuted copy of the contract or other written agreement written in such foreign language.

9. The Seller warrants to the Company that all Contracts sold to the Company are free from any defenses on the part of all Contract obligors and the Seller shall save the Company harmless of and from all expenses (including but not limited to attorneys' fees and litigation costs incurred by the Company) arising out of all claims or defenses interposed by any Contract obligor whether by suit, defense, counterclaim or otherwise.

10. The Seller hereby assigns and sets over to the Company all of its right, title, and interest in and to any and all Contracts which are accepted by the Company for financing.

11. Each account purchased by the Company from Seller is or has been or shall be assigned to Company by Seller. Seller hereby grants to Company, the authority and right to endorse on Seller's behalf any documents necessary to effectuate such assignment.

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PURCHASE AGREEMENT

12. The Seller represents and warrants that all Contracts sold by it to the Company are free from any liens or encumbrances and that the Seller is authorized to assign the Contracts to the Company. The Seller hereby provides the Company an absolute guaranty of such representations and warranties. The Seller also grants Company a security interest in all Contracts assigned to Company pursuant to the Uniform Commercial Code. Upon request by Company, Seller will execute and deliver a Uniform Commercial Code Form UCC-1 Financing Statement from time to time covering all Contracts assigned.

13. The Seller is an independent Contractor and therefore is solely responsible for any and all taxes due in the course of its business including but not limited to federal, state and local income taxes, intangibles taxes and sales taxes.

14. Either party may terminate this agreement at any time with or without notice. The expiration of this Agreement or earlier termination thereof shall not in any way affect this Agreement which shall continue in full force and effect with respect to those Contracts purchased by the Company from the Seller prior to the expiration or termination of this Agreement and which shall remain in full force and effect with respect to the obligations of the Seller and the Company with respect to all such Contracts.

15. This Agreement constitutes the entire agreement between the parties and there are no other agreements between the parties except as expressly contained herein. This Agreement may be amended only by a writing signed by both parties hereto. This Agreement supersedes and invalidates any prior agreement between the parties.

16. The Seller appoints the Company its attorney-in-fact with power of attorney to endorse the Seller's name on all Contracts, checks or other instruments received in payment of said Contracts and to receive, open and dispose of any mail addressed to the Seller and to do all things Seller might do in connection with the collection or enforcement of payment of all Contracts sold or assigned to the Company.

17. In the event any administrative agency or court of competent jurisdiction should find a paragraph of this Agreement to be unenforceable, illegal or void, then such paragraph shall be deleted from the Agreement. The remaining paragraphs of this Agreement, however, shall remain in full force and effect and shall not be nullified or voided in any way by the deletion of such paragraph.

18. The failure of either party at any time to exercise any of its rights under this Agreement shall not be deemed waiver of such rights, nor shall such failure in any way prevent such party from subsequently asserting or exercising such rights.

19. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Nevada. The Seller to the extent provided by law, waives his right to a jury trial in any matter arising out of this Agreement and this waiver is absolute and unconditional. The Company and the Seller agree that the venue of any litigation arising out of any dispute concerning this Agreement shall be in the courts of Washoe County, NV and no litigation shall be commenced in any other court in Nevada or elsewhere without the consent of both parties. In the event of any litigation regarding this Agreement the prevailing party shall be entitled to an award of its reasonable attorney's fees and cost of litigation.

20. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

21. For the purpose of notification, the respective parties shall be sent by first class mail or in person, addressed to the Company or to the Seller at their respective office addresses as set forth below, and to such other person or place as may from time to time be designated in writing.

22. The parties may amend this Agreement only in writing signed by both parties.

SELLER: Vacation Resort Management, Inc. 1231 Kaneville Road, Geneva, IL 60134

Signature: [signature]

Print Name: [illegible] Title: [illegible]

Date: 4/22/05

COMPANY: Alternative Debt Portfolios, L.P. 790 Ida Court, Incline Village, NV 89451

Signature: [signature]

Print Name: Eric J Gangloff Title: Managing Director

Date: 4/22/05

Purchase Addendum
Vacation Resort Management, Inc

Pursuant to the Purchase Agreement by and between **Alternative Debt Portfolios, L.P.** "COMPANY" and **Vacation Resort Management, Inc.**, "Seller" dated the 13th day of April, 2005, the parties hereby agree to the following terms and conditions:

Purchase Price and Terms:

- Amount Financed: Up to $6000.
- Maximum Contract term of Forty-Eight (48) months.
- The purchase price for contracts will be as follows for the following credit tiers:
  - (A Credit) Ninety Percent (90%) of the principal loan balance.
  - (B Credit) Seventy-Five Percent (75%) of the principal loan balance.
  - (C Credit) Contracts which are declined for purchased will be classified as C Credit and serviced (payment processing, collections, and reports) on behalf of the Seller for a fee of 6% of the monthly payment payable to Alternative Debt Portfolios, LLC. C Credit contracts will be reviewed for purchase as B credit after three complete consecutive payments have been paid.

- The Annual Percentage Rate of Contracts will be as follows:
  - 17.8%

Requirements:

- Seller's credit application and Contract may be used. Other finance company Contracts may be used if reviewed by COMPANY. The review of applications and financing agreements by COMPANY does not attest to compliance with Federal, State, Municipal laws, statutes or ordinances.
- Applicant(s) must have telephone at residence.
- Credit application must be completed in full including two personal references, preferably relatives, not living in the same household with address and phone numbers.
- Applicant(s) must be gainfully employed; otherwise they must provide an employed co-applicant. The receipt of a recent pay stub (within the last thirty days) will be required prior to funding or most recent tax returns if self employed.
- Applicant(s) must have an active checking or savings account with authorization to process monthly payments through.
- All other requirements stipulated at the time of approval must also be provided prior to funding.

Verification (Final Approval Prior To Funding):
COMPANY must receive:

- Completed original financing agreement signed by applicant(s).
- Original completed credit application signed by applicant(s).
- Credit report on applicant
- Verification of delivery of product/ service and customer understanding of terms by COMPANY.

Funding:

- The purchase price amount will be remitted to Seller upon receipt of paperwork and completion of COMPANY's verification of all terms and conditions required as a condition to approval.
- Funds will be remitted by regular mail at no additional cost. Seller can arrange to have checks couriered or funds wired for a service charge.
- Seller is subject to a one-time documentation fee of $9.95 per contract purchased, payable to Alternative Debt Portfolios, LLC.

Recourse:

- Seller agrees to re-purchase, within ten days, any contract that is found to be fraudulent, where the customer did not receive the proper merchandise or services, where there was an oral contract or agreement, where merchandise was not properly serviced, where the contract was found to be unenforceable, unassignable, or invalid due to state or federal compliance laws. Seller also agrees to repurchase or replace any Contract which becomes delinquent by more than 30 days on any payment due to COMPANY. Seller is subject to a $9.95 fee for all cancelled, replaced or repurchased Contracts, payable to Alternative Debt Portfolios, LLC.

Client Origination Fee:

- Seller will pay a one-time origination fee of $150 payable to Alternative Debt Portfolios, LLC. which COMPANY will deduct from SELLER'S funding payout when due.

Seller hereby agrees and accepts the above terms and conditions.

Seller: Vacation Resort Management, Inc.

Signature: Madeline Alberton Date: 4/22/05

Print Name Madeline Alberton Title: President

NEW

Purchase Addendum
Vacation Resort Management, Inc

Pursuant to the Purchase Agreement by and between **Alternative Debt Portfolios, L.P.** "COMPANY" and **Vacation Resort Management, Inc.**, "Seller" dated the 13th day of April, 2005, the parties hereby agree to the following terms and conditions:

Purchase Price and Terms:

- Amount Financed: Up to $6000.
- Maximum Contract term of Forty-Eight (48) months.
- The purchase price for contracts will be as follows for the following credit tiers:
  - (A Credit) Ninety Percent (90%) of the principal loan balance.
  - (B Credit) Seventy-Five Percent (75%) of the principal loan balance.
  - (C Credit) Sixty-Five (65%) of the principal loan balance.
  - (Serviced Contracts) Contracts which are declined for purchase will be serviced (payment processing, collections, and reports) on behalf of the Seller for a fee of 6% of the monthly payment payable to Alternative Debt Portfolios, LLC. Serviced contracts will be reviewed for purchase as C credit after three complete consecutive payments have been made.
- The Annual Percentage Rate of Contracts will be as follows:
  - 17.8%

Requirements:

- Seller's credit application and Contract may be used. Other finance company Contracts may be used if reviewed by COMPANY. The review of applications and financing agreements by COMPANY does not attest to compliance with Federal, State, Municipal laws, statutes or ordinances.
- Applicant(s) must have telephone at residence.
- Credit application must be completed in full including two personal references, preferably relatives, not living in the same household with address and phone numbers.
- Applicant(s) must be gainfully employed; otherwise they must provide an employed co-applicant. The receipt of a recent pay stub (within the last thirty days) will be required prior to funding or most recent tax returns if self employed.
- Applicant(s) must have an active checking or savings account with authorization to process monthly payments through.
- All other requirements stipulated at the time of approval must also be provided prior to funding.

Verification (Final Approval Prior To Funding):
COMPANY must receive:

- Completed original financing agreement signed by applicant(s).
- Original completed credit application signed by applicant(s).
- Credit report on applicant
- Verification of delivery of product/ service and customer understanding of terms by COMPANY.

Funding:

- The purchase price amount will be remitted to Seller upon receipt of paperwork and completion of COMPANY's verification of all terms and conditions required as a condition to approval.
- Funds will be remitted by regular mail at no additional cost. Seller can arrange to have checks couriered or funds wired for a service charge.
- Seller is subject to a one-time documentation fee of $9.95 per contract purchased, payable to Alternative Debt Portfolios, LLC.

Recourse:

- Seller agrees to re-purchase, within ten days, any contract that is found to be fraudulent, where the customer did not receive the proper merchandise or services, where there was an oral contract or agreement, where merchandise was not properly serviced, where the contract was found to be unenforceable, unassignable, or invalid due to state or federal compliance laws. Seller also agrees to repurchase or replace any Contract which becomes delinquent by more than 30 days on any payment due to COMPANY. Seller is subject to a $9.95 fee for all cancelled, replaced or repurchased Contracts, payable to Alternative Debt Portfolios, LLC.

Client Origination Fee:

- Seller will pay a one-time origination fee of $150 payable to Alternative Debt Portfolios, LLC. which COMPANY will deduct from SELLER'S funding payout when due.

Seller hereby agrees and accepts the above terms and conditions.

Seller: Vacation Resort Management, Inc.

Signature: Lisa Jantzo Date: 6-9-05

Print Name Lisa Jantzo Title: VP - Business Development

Lisa Jantzo 210

Purchase Addendum #2
Vacation Resort Management, Inc

Pursuant to the Purchase Agreement by and between **Alternative Debt Portfolios, L.P.** "COMPANY" and **Vacation Resort Management, Inc.**, "Seller" dated the 13th day of April, 2005, the parties hereby agree to the following terms and conditions:

Purchase Price and Terms:

- Amount Financed: Up to $9000.
- Maximum Contract term of Sixty (60) months.
- The purchase price for contracts will be as follows for the following credit tiers:
  - (A Credit) Ninety Percent (90%) of the principal loan balance.
  - (B Credit) Seventy-Five Percent (75%) of the principal loan balance.
  - (C Credit) Sixty-Five Percent (65%) of the principal loan balance.
  - (Serviced Contracts) Contracts which are declined for purchase will be serviced (payment processing, collections, and reports) on behalf of the Seller for a fee of 6% of the monthly payment payable to Alternative Debt Portfolios, LLC. Serviced contracts will be reviewed for purchase as C credit after three complete consecutive payments have been made.
- The Annual Percentage Rate of Contracts will be 17.8%. Seller may buy down the interest rate. For each percentage point less than 17.8%, Seller will be assessed an additional purchase price of One Percent (1%).
- Contracts written with a term greater than Forty-Eight (48) months, but no longer than Sixty (60) months will be purchased at the credit tier rates as stated above less Five Percent (5%) of the principal loan balance.

Requirements:

- Seller's credit application and Contract may be used. Other finance company Contracts may be used if reviewed by COMPANY. The review of applications and financing agreements by COMPANY does not attest to compliance with Federal, State, Municipal laws, statutes or ordinances.
- Applicant(s) must have telephone at residence.
- Credit application must be completed in full including two personal references, preferably relatives, not living in the same household with address and phone numbers.
- Applicant(s) must be gainfully employed; otherwise they must provide an employed co-applicant.
- Applicant(s) must have an active checking or savings account with authorization to process monthly payments through.
- All other requirements stipulated at the time of approval must also be provided prior to funding.

Verification (Final Approval Prior To Funding):
COMPANY must receive:

- Completed original financing agreement signed by applicant(s).
- Original completed credit application signed by applicant(s).
- Credit report on applicant
- Verification of delivery of product/ service and customer understanding of terms by COMPANY.

Funding:

- The purchase price amount will be remitted to Seller upon receipt of paperwork and completion of COMPANY's verification of all terms and conditions required as a condition to approval.
- Funds will be remitted by regular mail at no additional cost. Seller can arrange to have checks couriered or funds wired for a service charge.
- Seller is subject to a one-time documentation fee of $9.95 per contract purchased, payable to Alternative Debt Portfolios, LLC.

Recourse:

- Seller agrees to re-purchase, within ten days, any contract that is found to be fraudulent, where the customer did not receive the proper merchandise or services, where there was an oral contract or agreement, where merchandise was not properly serviced, where the contract was found to be unenforceable, unassignable, or invalid due to state or federal compliance laws. Seller also agrees to repurchase or replace any Contract which becomes delinquent by more than 30 days on any payment due to COMPANY. Seller is subject to a $9.95 fee for all cancelled, replaced or repurchased Contracts, payable to Alternative Debt Portfolios, LLC.

Client Origination Fee:

- Seller will pay a one-time origination fee of $150 payable to Alternative Debt Portfolios, LLC. which COMPANY will deduct from SELLER'S funding payout when due.

Seller hereby agrees and accepts the above terms and conditions.
Seller: Vacation Resort Management, Inc.

Signature: Madeline Allerton Date: 9/10/06

Print Name: Madeline Allerton Title: President

Purchase Addendum #3
Vacation Resort Management, Inc

Pursuant to the Purchase Agreement by and between **Alternative Debt Portfolios, L.P.** "COMPANY" and **Vacation Resort Management, Inc.**, "Seller" dated the 13th day of April, 2005, the parties hereby agree to the following terms and conditions:

Purchase Price and Terms:

- Amount Financed: Up to $9000.
- Maximum Contract term of Sixty (60) months.
- The purchase price for contracts will be as follows for the following credit tiers:
  - (A Credit) Ninety Percent (90%) of the principal loan balance.
  - (B Credit) Eighty Percent (80%) of the principal loan balance.
  - (C Credit) Seventy Percent (70%) of the principal loan balance.
  - (Serviced Contracts) Contracts which are declined for purchase will be serviced (payment processing, collections, and reports) on behalf of the Seller for a fee of 6% of the monthly payment plus 3% credit card interchange for any credit card debits payable to Alternative Debt Portfolios, LLC. Serviced contracts will be reviewed for purchase as C credit after three complete consecutive payments have been made.
- The Annual Percentage Rate of Contracts will be 17.8%. Seller may buy down the interest rate for contracts with terms of 30 months or less. For each percentage point less than 17.8%, Seller will be assessed an additional discount to principal of One Percent (1%).
- Same as Cash Provision—If the debtor's entire principal balance is paid in full by their 11th payment for the B and C credit tiers, and the 5th payment for the A credit tier, the debtor's interest will be forgiven.

Requirements:

- Seller's credit application and Contract may be used. Other finance company Contracts may be used if reviewed by COMPANY. The review of applications and financing agreements by COMPANY does not attest to compliance with Federal, State, Municipal laws, statutes or ordinances.
- Applicant(s) must have telephone at residence.
- Credit application must be completed in full including two personal references, preferably relatives, not living in the same household with address and phone numbers.
- Applicant(s) must be gainfully employed; otherwise they must provide an employed co-applicant.
- Applicant(s) must have an active checking or savings account with authorization to process monthly payments through.
- All other requirements stipulated at the time of approval must also be provided prior to funding.

Verification (Final Approval Prior To Funding):
COMPANY must receive:

- Completed original financing agreement signed by applicant(s).
- Original completed credit application signed by applicant(s).
- Credit report on applicant
- Verification of delivery of product/ service and customer understanding of terms by COMPANY.

Funding:

- The purchase price amount will be remitted to Seller upon receipt of paperwork and completion of COMPANY's verification of all terms and conditions required as a condition to approval.
- Funds will be remitted by regular mail at no additional cost. Seller can arrange to have checks couriered or funds wired for a service charge.
- Seller is subject to a one-time documentation fee of $9.95 per contract purchased, payable to Alternative Debt Portfolios, LLC.

Recourse:

- Seller agrees to re-purchase, within ten days, any contract that is found to be fraudulent, where the customer did not receive the proper merchandise or services, where there was an oral contract or agreement, where merchandise was not properly serviced, where the contract was found to be unenforceable, unassignable, or invalid due to state or federal compliance laws.
- Seller also agrees to repurchase or replace any Contract which becomes delinquent by more than 30 days on:
  - (A Credit) Any of its first three (3) payments, plus contracts with delinquency exceeding 3% of balances purchased
  - (B Credit) Any of its first six (6) payments, plus contracts with delinquency exceeding 6% of balances purchased
  - (C Credit) Any payment due to COMPANY.
- Seller is subject to a $9.95 fee for all cancelled, replaced or repurchased Contracts.
- Seller agrees to repurchase all non-recoursable contracts at a price of $1000 each after Company has pursued collections options.

Client Origination Fee:

- Seller will pay a one-time origination fee of $150 which COMPANY will deduct from SELLER'S funding payout when due.

Seller hereby agrees and accepts the above terms and conditions.
Seller: Vacation Resort Management, Inc.

Signature: Madeline Allerton Date: 6/20/06
Print Name Madeline Allerton Title: President

Company: Alternative Debt Portfolios, L.P., 780 Ida Court Incline Village, NV 89451
Signature: Date: 6/21/06
Print Name Eric J Gangloff Title: Managing Director

SERVICING and COLLECTIONS AGREEMENT

HIGHLANDS CREDIT CORP. ("Highlands")

and

ALTERNATIVE DEBT PORTFOLIOS, L.P., a Delaware Limited Partnership

THIS AGREEMENT is entered into and/or effective this 1st day of January, 2006, by and between HIGHLANDS CREDIT CORP, a Colorado Corporation, ("Highlands") and ALTERNATIVE DEBT PORTFOLIOS, L.P., A Delaware Limited Partnership ("Client");

RECITALS

WHEREAS, Highlands is, in part, in the business of servicing and collecting on accounts receivable financing documents, money notes, and other like documents; and

WHEREAS, the parties have agreed that Highlands shall service the contracts purchased by Client and placed for Servicing by Client ; and

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Definitions.** the following terms shall have the meaning hereinafter set forth:

   a) **"Contract Assignment and Sales Agreement"** shall mean the agreement between Highlands and Client wherein Highlands and Client agreed that Highlands would service certain contracts or negotiable instruments on behalf of Client;

   b) **"Contract Obligor"** shall mean the person(s) or entity (ies) obligated to make payments under any Serviced Contracts.

   c) **"Delinquent Contract"** shall mean any Serviced Contract under which monies are owed to the Client with respect to the sale of goods or services for a period in excess of thirty days.

   d) **"Dues"** shall mean any monies paid to the Client by a member on a monthly, quarterly, semi-annual or annual basis in order to retain membership privileges.

   e) **"Serviced Contract"** shall mean any contract for which payments are being collected, monitored or otherwise serviced by Highlands.

2. **Servicing.** Client irrevocably retains and appoints Highlands to service the Serviced Contracts, including but not limited to those set forth in Exhibit A, including the periodic billing and collection of all amounts due under the Serviced Contracts (including but not limited to principal, interest, dues, late fees and attorney's fees), the collection of monies due under Delinquent Contracts or other Serviced Contracts and the payment to Highlands under this Agreement from the payments made under the Serviced Contracts.

3. **Assignment.** Due to the volume of accounts assigned Highlands may not assign billing duties hereunder to a third party of its choosing.

4. **Limitation of Warranty.** EXCEPT AS PROVIDED HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE BY HIGHLANDS TO CLIENT. UNDER NO

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CIRCUMSTANCES WILL HIGHLANDS BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OR LOSSES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON THE

5. **Term.** This Agreement shall remain in effect for a period of twelve (12) months and shall be renewed in twelve (12) month intervals unless cancelled in writing by either party. Cancellation must be given in writing with ninety (90) days notice to terminate.

6. **Fees Payable To Highlands. See Exhibit B, amended January 1, 2006, executed separately.**

7. **Duties of Client.** Throughout the term at this agreement Client shall;

   a) Pay Highlands the fees due hereunder, as set forth in Highlands' monthly invoice, within ten (10) days of forwarding the invoice (all invoices shall deduct any sums withheld by Highlands from amounts collected under the Serviced Contract).

   b) Pay Highlands a late charge of five percent (5%) of the billing amount not paid for the fees set forth herein after ten (30) days of Highlands' forwarding the invoice.

   c) Not transfer the servicing of the Serviced Contracts except as noted during the term of this agreement without the express written consent of Highlands.

   d) Comply with any expressed or implied duty otherwise set forth in this Agreement.

8. **Limitation of Client Rights.** Client shall have NO right to:

   a) During the term of this Agreement, collect on or service any contract assigned to Highlands for servicing.

9. **Authority granted to Highlands.** Client irrevocably grants to Highlands the authority to:

   a. Act as its exclusive agent with respect to the cash receipts and processing of each Serviced Account.

   b. Be its true and lawful attorney-in-fact with full right, title and authority to endorse and negotiate any check, bank draft, money order or other negotiable instrument payable to Client in respect to any Serviced Contract in Client's name, place and stead.

   c. Initiate payment collection to be made to a depository bank designated by Highlands via pre-authorized electronic debit.

   d. Cause all payments to be deposited to one or more depository accounts held for the benefit of Client.

   e. Upon receipt by a Lockbox Bank, post to the records of the assigned account all amounts of any kind received on that account in accordance with any Lockbox Agreement.

   f. To withhold from collections on Serviced Contracts the service fees and amounts due hereunder.

10. **Duties of Highlands.** Throughout the term of this agreement, Highlands or its assignee shall to the best of its skill and ability:

a) Use its own funds, tools, supplies, and equipment in the performance of its services hereunder.

b) Upon receipt from Client of any Contract to be serviced by Highlands, send a written notice or coupon book to the Contract Obligors under the Serviced Contract setting forth payment instructions.

c) Post and deposit all payments or like monies received on Client' accounts within and maintain transaction history on all Serviced Contracts.

d) Maintain its records as they relate to the Serviced Contracts in accordance with generally accepted accounting principals and upon the Client's written request, give access thereto.

e) Mail written delinquent notices to the Contract Obligors of the Serviced Contracts as is reasonable where payment or other obligation becomes delinquent for more than 10 days.

f) Make as many telephone calls as it deems necessary to effectuate collection of amounts due under all Serviced Contracts. Collector calling hours will be from 7 AM to 8 PM Mountain time Monday-Friday, and 9 AM to Noon Mountain time on Saturday.

g) Notify Client of any Contract that is delinquent and provide periodic Aging Reports.

h) Provide Client with a monthly accounting with respect to each and every Serviced Contract submitted to it hereunder.

i) Provide Client with remote access to agreed-upon reporting and debtor account data via the Internet.

j) Provide Client with a monthly invoice for all fees due after deducting any payments withheld by Highlands for fees from payments under the Serviced Contracts.

k) If this Agreement is terminated, provide Client with an electronic file sufficient to load all billing accounts with another billing company, including collector comments and all debtor billing data within 5 days of the termination date. Unless electronic exports are made a standard feature of the HCC system, creation of the electronic file will be subject to the programming fees outlined in Exhibit B.

11. **Delinquency Collections.** Highlands will provide collection services for accounts that become over ten (10) days delinquent in accordance with the following:

a) Highlands shall send notifications to delinquent Contract Obligors and at its discretion initiate telephonic and written collection efforts.

b) Highlands shall during the primary collections period maintain a minimum service level of a 3-day cycle of telephonic attempts to contact the debtor.

c) At the conclusion of One Hundred Twenty (120) Days from the point of delinquency, Highlands shall consult with Client concerning the disposition of the subject account. The services and fees for such collections services will be determined by exhibit B as amended January 1, 2006.

12. **Attorney's Fees.** In the event of any dispute under this Agreement, the prevailing party shall receive an award of reasonable attorney's fees and costs and in the event of a default in this agreement; the defaulting party shall pay the non-defaulting party its attorney's fees and costs, whether or not suit is actually filed.

13. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein. All prior contemporaneous agreements, understandings, representations, warranties and statements, oral or written, relating to the subject matter hereof are superseded. No modification to or amendment to this Agreement shall be binding unless in writing and executed by both parties.

14. **Governing Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. Venue in any action brought with respect to any provision of this Agreement shall be in Jefferson County, Colorado and Client specifically consents to the jurisdictions of any state or federal court sitting in either of the aforementioned counties.

15. **Miscellaneous.**

a) Each party agrees that the covenants and promises contained herein are good and sufficient consideration for the respective obligations required hereunder.

b) Should any term or condition hereof be deemed void or unenforceable, the remaining provisions of this Contract shall remain in full force and effect.

c) The parties have independently, separately and freely negotiated each and every provision of this Contract as if all parties drafted this Contract. The parties, therefore, waive any statutory or common law presumption that would serve to have this document construed in favor of; or against, either party.

d) This Contract may be executed in any number of counterparts, including original or facsimile counterparts, all of which when taken together shall constitute the entire contract of the parties.

e) The failure of Highlands to immediately exercise any right herein shall not constitute a waiver of the right to do so later or constitute a waiver to exercise any other rights immediately or later. The waiver of any one right or condition precedent of Highlands shall not be a waiver of any other right or condition precedent by Highlands.

f) All notices required herein shall be in writing and deemed delivered (i) upon personal delivery to the parties hereto, or (ii) one business day after being sent overnight mail, postage prepaid, or (iii) when sent by facsimile with transmission verification, or (iv) three days after being mailed to the parties hereto by United States Mail, return receipt requested, postage prepaid, addressed as set forth below, unless written notice of change of address is hereafter given by the parties as provided herein.

g) Nothing herein shall be deemed to constitute or create a partnership or joint venture between Highlands and Client.

h) Whenever in this Agreement the context so requires, the singular shall include the plural and the plural the singular.

CLIENT: ALTERNATIVE DEBT PORTFOLIOS, L.P.
A Delaware Limited Partnership

BY: _____ 1/1/06
(signature required) Date

Name: Eric Gangloff
Title: Managing Director
Address: 790 Ida Court Incline Village, NV 89451

STATE OF: Nevada
COUNTY OF: Washoe

HIGHLANDS CREDIT CORP.
A Colorado Corporation
Wells Fargo Bank Building
10288 W. Chatfield Ave, Suite 209
Littleton, CO 80127

By: _____ 1/1/06
(signature required) Date
Name: Wayne G. Barnett
Title: President

SERVICING AGREEMENT FEE SCHEDULE "EXHIBIT B" Amended

Exhibit B to the Servicing Agreement is hereby amended and dated January 1, 2006 between Highlands Credit Corporation, a Colorado Corporation hereinafter referred to as ("Highlands") and **ALTERNATIVE DEBT PORTFOLIOS, L.P., a Delaware Limited Partnership** ("Client"). The Servicing Fees due from Client to Highlands are as follows:

1. Accounts less than 120 days past due* – A Sum equal to $3.00 per account per month for accounts requiring a monthly billing statement and $1.50 per account per month for accounts having payments made via auto debit. Disbursements of Servicing Proceeds are made weekly. 10% of the gross dollars collected will be withheld to cover charge backs and NSF items. For accounts on monthly billing, Highlands shall provide a minimum of two telephone calls weekly.
2. Accounts more than 120 days past due
   a. ADP will have the option to place accounts more than 120 days past due with an outside collections firm or with Highlands collections.
   b. Primary Collections - a sum equal to 30.00% of the collected revenue will be paid for accounts placed with Highlands collections. The skip tracing and asset search functions will be included in this pricing.
3. Late fees – Highlands shall retain 50% of all late fees collected with the remaining 50% remitted to ADP.
4. Load fees – shall be assessed at $1.50 per account for manual loads. Data file uploads not requiring manual entry shall be billed at a fee equal to 10 cents per file loaded, with a $ 10.00 minimum.
5. Exit Fee – An exit fee will not be charged unless Client transfers Serviced Accounts to another third-party billing or collections company in the middle of a billing or primary collections cycle. These cycles shall be a minimum of 120 days unless agreed upon by both parties. Should an Exit Fee be warranted, the fee shall be equal to $5.00 per account.
6. Programming Fees – Billed at $150.00 per hour for special reports and/or projects.
7. Deliveries – Client will be charged at cost for any overnight, two day or express mail deliveries at cost.
8. ACH Transfer Fees - $5.00 per remittance to ADP.
9. NSF/Chargeback Fee - $4 per item in the event that Highlands is unable to collect from the contract debtor.
10. Credit Card Processing Fee - 3% of the payment amount for all payments taken via credit card.

*These fees include monthly statement invoicing, full collection activities, month end reconciliation reports, credit bureau charges, credit processing and underwriting fees and recourse management. These activities are required as part of the servicing of sub-prime accounts and shall be recognized to be included in the account fees outlined in section 1 above. Should activities on a particular portfolio be over and above the costs and reasonable profit levels contained in these fees it is agreed that Highlands shall surface this and reach a solution on that portfolio with ADP.

**ADP reserves the right to charge documentation fees and put billing spreads into effect with their clients.

***Should the fees in items 7-10 above be reduced to HCC through volume discounts, HCC agrees to pass the discounts on to ADP as well.

Highlands Credit Corporation
A Colorado Corporation

By: _____

Its: President

Alternative Debt Portfolios, L.P.
A Delaware Limited Partnership

By: _____

Its: Managing Director

Execution Version

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGEEMENT (hereinafter, the "Agreement") is entered into as of the 13th day of October, 2006, by and between **Harbor Management of Colorado, LLC ("Harbor")**, a Colorado limited liability company whose mailing address is 11326 Patores Street, Las Vegas, Nevada 89141, **David Haddad**, individually, whose mailing address is 11326 Patores Street, Las Vegas, Nevada 89141, and **Lisa Jantelezio**, individually, whose mailing address is 11326 Patores Street, Las Vegas, Nevada 89141 (hereafter, jointly and severally, referred to as "Buyer") and **Vacation Resort Management, Inc.**, a Nevada corporation whose mailing address is 222 East State Street, Batavia, Illinois 60510 (hereinafter referred to as "Seller").

WITNESSETH:

WHEREAS, Buyer desires to purchase and receive from Seller, and Seller desires to convey, sell and transfer to Buyer, certain of Seller's assets, as hereinafter provided; and

WHEREAS, Buyer and Seller desire to make this Agreement for the purpose of setting forth the representations, warranties, promises and covenants made by each to the other as an inducement to Seller to sell and Buyer to purchase certain of Seller's assets in accordance herewith:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) paid in hand, and these premises and in consideration of the mutual representations, warranties, promises and covenants hereinafter contained to be performed, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller covenant and agree as follows:

I
SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

A. INCLUDED ASSETS. Upon the Closing Date, as hereafter defined, and subject to the terms and conditions hereinafter set forth, Seller shall sell, assign and transfer, as the case may be, to Buyer, and Buyer shall purchase and accept from Seller, the following assets (hereinafter referred to collectively as the "Included Assets") now owned by Seller and heretofore utilized in the operation of the Seller's business:

(1) All furniture, fixtures, equipment, machinery, apparatus, leasehold improvements and other tangible personal property or interests therein, of every kind, nature, character and description, whether real, personal or mixed, in existence on the date hereof, whether or not carried on the books and records of Seller, related to Seller's business in Seller's Crown Point, Indiana; Oakbrook, Illinois; Gurnee, Illinois and Las Vegas, Nevada stores, as set forth in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "FFE Assets");

(2) All of Seller's rights, title and interest in the leases for its Crown Point, Indiana; Oakbrook, Illinois; Gurnee, Illinois and Las Vegas, Nevada stores through which seller operates its business and copies of which are attached hereto as Exhibits "B1"-"B4" (the "Leases"), including but not limited to the right to use the described premises as outlined by the terms of the respective leases, and the obligation to pay rent as outlined by such lease agreements. Buyer and Seller understand and agree that Buyer shall, as of the Closing Date, assume any and all liabilities

Blumberg No. 5139
STATE'S EXHIBIT
C

in respect of the Leases, including, without limitation, any utility charges as may be associated with the operation of any of the premises which are the subject of the Leases (the "Utility Charges"); provided, however, that Buyer's responsibility for rent payments shall commence with payment of the November 1, 2006 rental payments under the Leases;

(3) All of Seller's rights, title, and interest in and to that certain Purchase Agreement dated as of April 13, 2005 by and between Seller and Alternative Debt Portfolios, L.P., ("ADP"), as amended or modified, a copy of which is attached hereto as Exhibit "C" (the "ADP Contract");

(4) All of Seller's rights, title and interest under all of Seller's accounts receivable, including, without limitation, those arising from membership payment obligations (including, by way of example, Star Travel Club memberships), whether or not carried on the books and records of Seller, as set forth in Exhibit "D" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Account Assets");

(5) All of Seller's rights, title and interest under any consumer purchase contracts, retail installment contracts and promissory notes as relates to the Star Travel Club or otherwise, as set forth in Exhibit "E" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Consumer Purchase Contracts");

(6) All of Seller's rights, title and interest in and to Seller's employee/independent contractor payroll reserve escrow accounts ("Employee Payroll Reserve Accounts") for such of Seller's employees/independent contractors working in Seller's Crown Point, Indiana; Oakbrook, Illinois; Gurnee, Illinois and Las Vegas, Nevada stores. Copies of the statements in respect of such Employee Payroll Reserve Accounts are attached hereto in Exhibit "F" and incorporated herein by this reference (hereinafter referred to as the "Employee Payroll Reserve Account Statements");

(7) Certain of Seller's rights, title, and interest in and to that certain Non-Circumvention, Non-Competition Agreement and Right to Sell dated as of October 21, 2005 by and between Seller and ICW, Inc., ("ICW"), a copy of which is attached hereto as Exhibit "Q" (the "ICW Contract"); and

(8) All of Seller's rights, title, and interest in and to that certain Sales and Marketing Agreement dated as of November 1, 2005 by and between Seller and St. Johann Alpenland Resort Corporation, ("ARI"), a copy of which is attached hereto as Exhibit "R" (the "ARI Contract").

B. EXCLUDED ASSETS.

Buyer and Seller expressly understand and agree that the assets to be sold, assigned and transferred hereunder are limited to the Included Assets set forth in Section IA. hereof and do not include any other assets of the Seller, including, but not limited to, the following: the right to operate under the name Vacation Resort Management, Inc., or any related trade or "doing business as" names or any intangible or intellectual property rights of the Seller, including, without limitation, any trademark, service mark, logos, software or websites of Seller; any licenses, approvals or permits of Seller; phone numbers and listings; and accounts (other than the Employee Payroll Reserve Accounts), cash and cash equivalents; and any and all rights or interests of Seller under the ICW Contract or otherwise associated with any and all claims, demands, actions or causes of action, remedies, losses, costs or expenses, damages, of any kind whatsoever, at law or in equity, known or unknown, suspected or unsuspected,

fixed or contingent ("Excluded Assets"). All Excluded Assets shall remain the sole and exclusive property of Seller.

C. ASSUMPTION OF LIABILITIES.

Buyer and Seller expressly acknowledge and agree that, as of the Closing Date, Buyer accepts all (except as set forth hereafter regarding the ICW Contract) of Seller's right, title and interest under, in and to or in respect of the FFE Assets, the Leases (including related utility charges), the Account Assets, the ADP Contract, the Consumer Purchase Contracts, the Employee Payroll Reserve Accounts, the ICW Contract (provided however that certain of Seller's rights and interests under the ICW Contract shall be and are hereby expressly reserved to Seller as Excluded Assets as set forth above and in Exhibit Q attached hereto and incorporated herein by this reference) and the ARI Contract, and shall assume and hereby agrees to perform and discharge all of Seller's Liabilities (as hereinafter defined) arising under or in respect of such Included Assets, including, without limitation, Seller's recourse (including repurchase and replacement) obligations under the ADP Contract. On the Closing Date, Buyer and Seller shall execute and deliver an Assignment and Assumption Agreement in the form attached hereto as Exhibit "G" and which is incorporated herein by this reference. The assumption of Seller's Liabilities hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. As used in this Agreement, the term "Liabilities" shall mean any direct or indirect, primary or secondary, liability, indebtedness, obligation, penalty, expense (including, without limitation, costs of investigation, collection and defense), claim, deficiency, guaranty or endorsement of any type, whether accrued, absolute, contingent, liquidated, unliquidated, matured, unmatured or otherwise.

II
EARNEST MONEY, PURCHASE PRICE, AND INSURANCE

A. EARNEST MONEY. Buyer shall deposit the total sum of Two Hundred Thousand and No/00 Dollars ($200,000.00) of earnest money (the "Earnest Money") with Weinstock & Scavo, P.C. (the "Escrow Agent") pursuant to that certain Escrow Agreement dated as of the 13th day of October, 2006 by and among Buyer, Seller, and Escrow Agent. Such Earnest Money shall be disbursed and applied toward the Purchase Price (as defined below) at Closing as herein set out.

B. PURCHASE PRICE. In consideration of the sale, assignment and or transfer of the Included Assets pursuant to this Agreement, Buyer shall pay to Seller the principal sum of Five Hundred Thousand and No/100 Dollars ($500,000.00) plus interest (the "Purchase Price"), payable as follows:

(1) Certified Funds. Two Hundred Thousand and No/100 Dollars ($200,000.00) shall be paid at Closing in cash to Seller. Such amount shall be satisfied by application of Earnest Money toward Purchase Price.

(2) Promissory Note and Related Security Instruments. In addition at the Closing, Buyer shall deliver to Seller (i) a secured purchase money promissory note (the "Note") in the principal amount of Three Hundred Thousand and No/100 Dollars ($300,000.00), together with interest accruing thereon at the rate calculated therein, substantially in the form attached hereto as Exhibit "H", incorporated herein by this reference, and (ii) a Security Agreement securing repayment of the Note substantially in the form attached hereto as Exhibit "I", incorporated herein by this reference.

D. ALLOCATION. Buyer and Seller shall allocate the Purchase Price to the Included Assets in accordance with the direction and determination of the Seller in Seller's sole discretion.

E. KEY MAN INSURANCE. As further consideration for this Agreement, Buyer shall obtain and maintain during the term of the Note a key man life insurance policy in the amount of Three Hundred Thousand and No/100 ($300,000.00) with a reputable insurance company to the satisfaction of Seller which policy shall insure the life of David Haddad and name Madeline Allerton as primary beneficiary. Seller agrees that any life insurance proceeds received by Madeline Allerton shall be placed in escrow with an escrow agent mutually acceptable to Buyer and Seller, and such proceeds shall be held and disbursed in accordance with the terms of an escrow agreement mutually agreeable to the parties; provided that such escrow agreement shall contain the terms as set forth in Exhibit "J", attached hereto and incorporated herein by this reference.

III
CLOSING

A. DATE AND TIME OF CLOSING.

(1) Closing Date. The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on October 13, 2006, ("Closing Date") at a time to be mutually agreed upon by the parties, and shall be conducted by the offices of Weinstock & Scavo, P.C. located at 3405 Piedmont Road N.E., Suite 300, Atlanta, Georgia 30305.

(2) Extension of Closing Date. Buyer and Seller may agree in writing to extend the Closing Date on mutually acceptable terms and conditions.

B. DELIVERIES AT CLOSING.

(1) Buyer shall deliver the Purchase Price, including the cash and the Note.

(2) Buyer shall duly execute and deliver the Security Agreement.

(3) As soon as practical, Buyer shall deliver a copy of the insurance policy required by this Agreement regarding the Key Man life insurance policy in the amount of $300,000.00 insuring the life of David Haddad and naming Madeline Allerton as beneficiary.

(4) Seller shall deliver the Bill of Sale to Buyer conveying the FFE Assets to Buyer in the form attached hereto as Exhibit "K" and made a part hereof by this reference.

(5) Buyer and Seller shall execute and deliver the Assignment and Assumption Agreement regarding the Assets in the form attached hereto as Exhibit "G" and made a part hereof by this reference.

(6) Buyer and Seller shall execute and deliver the Assignment, Assumption and Consent Agreement in respect of the ADP Contract, which shall be consented to by ADP in the form attached hereto as Exhibit "L" and made a part hereof by this reference.

(7) Buyer and Seller shall execute and deliver the Assignment and Assumption of Leases Agreement in the form attached hereto as Exhibit "M" and made a part hereof by this reference.

(8) Buyer and Seller shall execute and deliver the Sale Assignment in the form attached hereto as Exhibit "N" and made a part hereof by this reference.

(9) Buyer and Seller shall execute and deliver the Assignment and Assumption of Employee Payroll Reserve Accounts in the form attached hereto as Exhibit "O" and made a part hereof by this reference.

(10) Buyer and Seller shall execute and deliver the Assignment and Assumption Agreement in respect of the ICW Contract, in the form attached hereto as Exhibit "Q" and made a part hereof by this reference.

(11) Buyer and Seller shall execute and deliver the Assignment, Assumption and Consent Agreement in respect of the ARI Contract, which shall be consented to by ARI in the form attached hereto as Exhibit "R" and made a part hereof by this reference.

(12) In addition to all documents, instruments, and agreements expressly provided for herein, Buyer and Seller shall execute and deliver such other documents as may be reasonably required to effectuate the purposes of this Agreement.

(13) Harbor shall execute and deliver a certificate of its Co-Managers and Members (i.e., David Haddad and Lisa Jantelezio) in a form satisfactory to Seller to the effect that all necessary company action to effectuate the subject transactions has been properly taken.

IV
REPRESENTATIONS AND WARRANTIES BY SELLER

Seller represents and warrants that, as of the Closing Date:

A. ORGANIZATION AND STANDING OF SELLER; AUTHORIZATION. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has the power to own or lease its properties and to carry on its business as now being conducted. The execution of this Agreement by Seller and its delivery to Buyer has been duly authorized by the Board of Directors and Shareholders of Seller and no further action on the part of Seller will be necessary to make this Agreement binding upon Seller thereof in accordance with its terms.

B. NO BROKER. Seller has not entered into and will not in the future enter into any contract, arrangement or undertaking with any third party or firm which will result in the obligation of Buyer to pay any finder's fee, brokerage, commission or similar payment in connection with the transactions contemplated hereby.

C. NO WARRANTIES. Buyer acknowledges that Buyer has had the opportunity to examine the Included Assets and to become familiar with the physical, financial and other condition thereof. It is understood and agreed that, other than as set forth in Sections IVA. and IVB. above, Seller has not made, does not make and disclaims all warranties or representations of any kind or character, express or implied, with respect to the Included Assets or otherwise, and Buyer hereby acknowledges that no such representations or warranties have been made or implied. Buyer further acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Included Assets "AS IS", "WHERE IS", AND "WITH ALL FAULTS", and there are no oral agreements, warranties or representations collateral to or affecting the Included Assets by Seller or any third party. The terms and conditions of this Section IVC. shall expressly survive the Closing and not merge therein.

V
REPRESENTATIONS AND WARRANTIES BY BUYER

Buyer represents and warrants (which representations and warranties shall survive the Closing Date for the periods hereinafter provided) that, as of the Closing Date:

A. ORGANIZATION AND STANDING OF BUYER; AUTHORIZATION. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has the power to own or lease its properties and to carry on its business as now being conducted. The execution of this Agreement by Buyer and its delivery to Seller has been duly authorized by the unanimous consent of the Board of Directors of Buyer and its Shareholders and no further action on the part of Buyer will be necessary to make this Agreement binding upon Buyer thereof in accordance with its terms

B. NO RESTRICTION ON CONSUMMATION OF THE PURCHASE. Buyer is not subject to any mortgage, loan agreement, agreement, instrument or restriction of any kind or character which would prevent purchase by Buyer of the Included Assets for the Purchase Price.

C. BUYER NOT INSOLVENT. As of the date hereof, Buyer is not insolvent, nor has Buyer filed, nor does Buyer contemplate filing for protection under the Federal Bankruptcy Law, or under any state receivership or debt protection act, or for any form of debtor relief.

D. LITIGATION. There are no actions, suits or proceedings pending or threatened against Buyer, at law or in equity, before any state, federal or other governmental agency, nor is Buyer aware of any facts which to the knowledge of its officers or directors could result in any such action, suit or proceeding.

E. COMPLIANCE WITH LAW OR OTHER INSTRUMENTS. Buyer is not in violation of any term or provision of any charter, bylaw, mortgage, indenture, contract, agreement, judgment, order, statute, rule, regulation, and the execution and delivery of and performance and compliance with this Agreement will not result in the violation of or be in conflict with or constitute a default under any such term or provision or result in the creation of any lien, encumbrance or charge upon any of the properties or assets of Buyer.

F. DISCLOSURE. No representation or warranty by Buyer in this Agreement contains or will contain any untrue statement of material fact or will omit to state any material fact of which the Buyer has knowledge or notice required to make the statements herein contained untrue.

G. VALIDITY OF CONTEMPLATED TRANSACTIONS, RESTRICTIONS. The execution, delivery and performance of this Agreement and all documents involved in the foregoing transaction to which Buyer is to be a party and the consummation of the transactions contemplated hereby or thereby, will not (i) violate any provision of the Articles of Incorporation or By-Laws of Buyer, or any law or any order relating to Buyer, or (ii) result in a default under or require the consent or approval of any party to any contract or license to which Buyer is a party.

H. NO BROKER. Buyer has not entered into and will not in the future enter into any contract, arrangement or undertaking with any third party or firm which will result in the obligation of Seller to pay any finder's fee, brokerage, commission or similar payment in connection with the transactions contemplated hereby.

VI
COVENANTS OF BUYER AND SELLER

A. CONFIDENTIALITY. Buyer and Seller agree that each of them shall not, and will use any and all efforts to ensure that none of its representatives will, (except as contemplated by this Agreement), disclose to or file with any third party, (a) any confidential or non-public information relating to the other parties to this Agreement, except (i) for a disclosure that is required by law or by a governmental authority or is reasonably believed to be so required; (ii) information that is ascertainable or obtained from public or published information; (iii) information disclosed to or filed with any third party necessary to obtaining any requisite consents to the transactions contemplated by this Agreement.

B. EMPLOYEES. Buyer and Seller understand and agree that Buyer shall have an obligation to offer employment to any and all employees or other persons working on behalf of Seller in its Crown Point, Indiana; Oakbrook, Illinois; Gurnee, Illinois and Las Vegas, Nevada stores (which are the subjects of the Leases) on and after the Closing Date on the same or more favorable terms as are existing with such employees and other persons prior to the Closing Date. Buyer and Seller understand that upon the closing of the transactions contemplated by this Agreement, all rights, responsibilities and obligations regarding Seller's employees or others performing work on behalf of Seller in its Crown Point, Indiana; Oakbrook, Illinois; Gurnee, Illinois and Las Vegas, Nevada stores, including without limitation all obligations and duties related to the Employee Payroll Reserve Accounts, shall be transferred to and assumed by Buyer, who shall from that point forward enjoy all benefits and duties with regard to the employment of such employees and other persons. Buyer and Seller further understand and agree that upon the Closing Date, Seller shall relinquish all rights and responsibilities regarding the employment of such employees and other persons, and shall not be held liable for any future actions of Buyer with regard to the employment of such employees or other persons. It is further acknowledged and agreed to by the parties that any of such employees or other persons shall be deemed to have resigned their respective positions with Seller and have been hired by Buyer. Buyer and Seller further understand and agree that Seller shall not (directly or indirectly) recruit or solicit employment of (1) any person who is an employee or other person working solely on behalf of Buyer on the Closing Date, or (2) for the six (6) month period immediately following the Closing Date, any person who was an employee or other person working on behalf of Seller within the six (6) month period immediately preceding the Closing Date.

C. NO USE OF NAME. Buyer and Seller understand and agree that Buyer shall not be entitled to use, and Buyer hereby covenants not to use, the names "Vacation Resort Management, Inc.," "Vacation Resort Management", "VRM" or similar references following the Closing Date. Seller and Buyer covenant and agree that Seller or its representatives shall, from time to time after the Closing Date, and without prior notice to Buyer or Buyer's agents or representatives, have the right during reasonable business hours, to enter upon the premises which are the subject of the Leases being assigned to Buyer in connection with this Agreement, or such other locations as Buyer may hereafter utilize in the operation of Buyer's business, to investigate whether Buyer is complying with the prohibition set forth in this Section VIC.

D. PAYMENTS AND ESCROW.

(1) Prior to or contemporaneously with the Closing Date or within fourteen (14) days thereof, Buyer and Seller shall establish an escrow account with an independent escrow agent upon such terms and conditions as may be determined by the mutual agreement of Seller and Buyer; and Seller and Buyer shall deliver proceeds to such escrow account in accordance with the following: (a) Buyer shall within fourteen (14) days of the Closing Date deliver or cause to be delivered to such escrow account, an amount equal to Two Hundred Thousand and No/100

Dollars ($200,000.00); and (b) Seller shall deliver or cause to be delivered to such escrow account, an amount equal to One Hundred Twenty-Five Thousand and No/100 Dollars ($125,000.00) as soon as reasonably practicable in the circumstances, but not later than ninety (90) days from the Closing Date, with the purpose of the proceeds described in each of the foregoing clauses (a) and (b) intended for use in acquiring inventory from third party providers for use in Buyer's business.

(2) Buyer shall pay or caused to be paid to Seller the amount of Five Thousand and No/100 Dollars ($5,000.00) per week beginning on Friday, October 27, 2006 and continuing on each consecutive Friday thereafter for nineteen (19) weeks. Buyer and Seller covenant and agree that such amounts shall be placed into an interest bearing savings account of Seller for the purpose of establishing a reserve to satisfy any unsatisfied Seller Liabilities assumed by Buyer in connection with the transactions contemplated by this Agreement and any Liabilities of Buyer to Seller hereunder or under any of the agreements, documents and instruments executed in connection herewith, including, without limitation, Buyer's obligations under the Leases, unsatisfied obligations under the Note and Security Agreement, credit card charge-backs, customer service and incentive redemptions. Seller shall provide to Buyer, upon Buyer's written request, which requests shall not exceed more than one (1) request per calendar month, with periodic reports regarding amounts paid from such account. The disbursement of any amounts from such account shall be made in the sole discretion of Seller, and, if any proceeds of such account remain after twelve (12) months from the Closing Date, then such proceeds shall be distributed to Buyer. The obligations of Buyer under this Section VID.(2) shall survive the Closing and the failure of Buyer to make any single payment when due shall be deemed a default hereunder and under the Security Agreement entitling Buyer to, among other remedies, all remedies set forth in the Security Agreement or otherwise.

E. TRANSACTION FEES. Regardless of whether the transactions contemplated by this Agreement are consummated, the parties shall each be responsible for all expenses and fees incurred by each, respectively, in connection with the transaction contemplated hereby, including, without limitation such respective parties' attorneys fees and other costs.

VII
CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller are, at the option of Seller, subject to satisfaction of the following conditions on or before the Closing Date (or in the case of VIIA. below on such date as specified pursuant thereto):

A. ESCROW ESTABLISHMENT. Buyer and Seller shall have established and funded that certain escrow account in accordance with and in the timeframe set forth in Section VID.1, above.

B. REPRESENTATIONS AND WARRANTIES TRUE AT CLOSING DATE. Seller shall not have discovered any error, misstatement or omission in the representations and warranties made by Buyer, and all the terms, covenants and conditions of this Agreement to be complied with and performed by Buyer at or before the Closing Date shall have been complied with and performed in all material respects.

C. ADP CONTRACT. Buyer shall have assumed all of Seller's obligations under the ADP Contract and ADP shall have evidenced to the satisfaction of Seller its termination and release of any and all claims to any security interest in any and all assets of Seller, including, without limitation, any and all

Uniform Commercial Code ("UCC") security interests and shall have terminated any and all UCC Financing Statements or other security instruments filed by it in respect of Seller or Seller's assets; and Buyer and ADP shall have executed and delivered that certain Assignment, Assumption and Consent Agreement regarding the ADP Contract, in the form attached hereto as Exhibit "L" and made a part hereof by this reference.

D. INSURANCE. Buyer shall have obtained the required key man life insurance as specified in this Agreement, and the Security Agreement and shall present certificates to Seller evidencing any and all insurance policies.

E. DELIVERIES. All of the required Closing deliveries set forth in Section IIIB. above shall have occurred prior to or contemporaneously with Closing.

F. DANNY GOLD RELEASE. Prior to Closing, Danny Gold shall execute and deliver to Seller a General Release in the form attached hereto as Exhibit "P" and made a part hereof by this reference.

VIII
SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION

A. SURVIVAL. All representations, warranties, agreements and covenants made or undertaken by the parties in this Agreement or the agreements supplemental hereto are material, have been relied upon by the other parties hereto, shall survive the Closing hereunder until the expiration of the applicable statute of limitations and shall not merge in the performance of any obligation by any party hereto provided

B. INDEMNIFICATION FOR SELLERS BENEFIT. Buyer agrees to indemnify, defend and hold Seller harmless for each Loss incurred or suffered (i) as a result of a breach of a representation, warranty, covenant or agreement of Buyer set forth in this Agreement or (ii) by reason of any Loss relating to the ownership of the Included Assets occurring on or after the Closing Date. For purposes of this Agreement, "Loss" means any liability, loss, cost, damage or expense, including reasonable attorney's fees related to any Third Party Claim (as defined below). Notwithstanding the foregoing, Buyer shall not be required to indemnify Seller pursuant to the foregoing unless Seller (the "Indemnified Party") gives notice to Buyer (the "Indemnifying Party") of facts which it in good faith thinks constitutes a reasonable basis for indemnification pursuant to this paragraph on a date no later than two (2) years after the Closing Date.

C. RIGHT TO CONTEST. In addition to the deadline set forth in Section VIIIB. above for giving notice of facts constituting a basis for indemnification, the Indemnified Party shall notify the Indemnifying Party with reasonable promptness under the circumstances of the facts constituting a basis for indemnification. If such claim is based upon a claim by a person or entity not a party to this Agreement ("Third Party Claim"), then the Indemnifying Party shall have, at its election and with counsel chosen and paid by it, the right to compromise or defend any such matter. Such notice and opportunity shall be conditions precedent to any liability of the Indemnifying Party under this Article. The Indemnifying Party may not settle a Third Party Claim or any related action without the consent of the Indemnified Party. The Indemnified Party shall have the right, at the expense of the Indemnifying Party, to attend, and if it so determines, participate in such proceedings involving Third Party Claims.

IX
ASSIGNABILITY, GOVERNING LAW AND AMENDMENT

Except as otherwise indicated herein, this Agreement shall not be assignable by any of the parties hereto without the express written consent of the other party. This Agreement shall be construed in accordance with the laws of the State of Illinois and cannot be altered or otherwise amended, except pursuant to an instrument in writing signed by each of the parties hereto.

X
MISCELLANEOUS

A. NOTICES. Any notice, request, instruction or other document to be given hereunder by any party to the other shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by generally recognized prepaid overnight air courier service:

To Buyer	*To Seller*
Harbor Management of Colorado, LLC 11326 Patores Street, Las Vegas, Nevada 89141 Attn: David Haddad David Haddad 11326 Patores Street, Las Vegas, Nevada 89141 Lisa Jantelezio 11326 Patores Street, Las Vegas, Nevada 89141	Attn: Madeline Allerton, President Vacation Resort Management, Inc. 222 East State Street Batavia, Illinois 60510
with a copy to: Walter T. Kosch Attorney at Law Oakbrook Terrace, Illinois 60181	*with a copy to:* Weinstock & Scavo, P.C. 3405 Piedmont Road N.E. Suite 300 Atlanta, Georgia 30305 Attn: Mark I. Sanders, Esq.

B. ENTIRE AGREEMENT. This Agreement and the exhibits attached hereto and the documents executed and delivered by the parties in connection with this Agreement constitute the entire agreement between the parties relating to the subject matter hereof and thereof and supersede all prior oral and written, and all contemporaneous oral negotiations, discussions, writings and agreements relating to the subject matter of this Agreement.

C. MODIFICATIONS, AMENDMENTS AND WAIVERS.

(1) The parties hereto may, by mutual written agreement and in no other manner make any other modifications of this Agreement approved by each of the parties hereto.

(2) The failure or delay of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by any party of any condition of this Agreement, or the breach of any term,

agreement or covenant or the inaccuracy of any representation or warranty of this Agreement, whether by conduct or otherwise, in any one or more instances shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

D. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto, and their respective estates, successors, legal or personal representatives, heirs, and permitted assigns, but no assignment shall relieve any party of the obligations hereunder.

E. GOVERNING LAW. This Agreement shall be governed, without regard to the residence of the parties or the location of the subject matter pertinent thereto, by the laws of the State of Illinois.

F. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

G. TITLES. The titles appearing at the beginning of any section or subsection hereof shall not be deemed to be part of this Agreement and shall have no independent significance.

H. PRONOUNS. All pronouns used herein shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.

I. SEVERABILITY. Should any one or more of the provisions of this Agreement be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. To the extent such determination is reasonably likely to give rise to a material adverse change, the parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

J. REMEDIES NOT EXCLUSIVE. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy available to the parties, whether at law or in equity, including, without limitation, the right of any party to enforce the performance of this Agreement or any other agreement or document executed or delivered pursuant to this Agreement.

K. JURISDICTION; CONSENT TO SERVICE OF PROCESS.

(1) Each of the parties hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of the state courts of Chicago, Illinois or the United States District Court for the Northern District of Illinois, and any appellate court thereof, in any litigation arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all litigation may be heard and determined in such state court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such litigation shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto agrees that it will not institute or seek to institute any litigation arising out of or relating to this Agreement (other than an litigation seeking enforcement of a judgment) in any forum other than a state court of Chicago, Illinois or the United States District Court for the Northern District of Illinois.

(2) Each of the parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection it may now or hereafter have to the laying of venue of any litigation arising out of or relating to this Agreement in the state Court located in Chicago, Illinois or the United States District Court for the Northern District of Illinois. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such litigation in any such court.

M. INTERPRETATIONS. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Buyer or Seller whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. On the contrary, this Agreement has been reviewed, negotiated and accepted by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.

N. FURTHER ASSURANCES. At any time and from time to time after the Closing, Buyer shall, at the request of Seller, take any and all actions reasonably necessary to fulfill Buyer's obligations under this Agreement (including by way of example and not limitation Buyer taking such actions as may be requested, from time to time, by Seller to demonstrate to Seller that Buyer is satisfying each and all of the Liabilities of the Seller assumed hereby by the Buyer), or to otherwise effectuate or consummate any of the transactions contemplated hereby. In addition, Buyer, at Buyer's sole cost and expense, shall prepare and send a notice to all purchasers under Consumer Purchase Contracts assigned to and assumed by Buyer of such sale and assignment and in accordance with the provisions of any and all applicable laws and in any event not later than thirty (30) days from the Closing Date.

O. Notwithstanding anything in this Agreement or otherwise to the contrary, including, without limitation, the assignment and assumption of the ADP Contract and Seller's accounts receivable as described in this Agreement, the parties to this Agreement hereby acknowledge and agree that the proceeds of any sales to ADP pursuant to the ADP Contract which may occur on each of October 13, 2006, October 20, 2006 and October 27, 2006 shall be distributed on each such day such that the Seller receives such amounts as are necessary to satisfy its payroll liabilities for the corresponding periods of time and such that the Buyer receives the balance for purposes of satisfying Buyer's sales and marketing costs.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement by and through their authorized officers or agents as of the date and year first set forth above.

BUYER:

Harbor Management of Colorado, LLC,
a Colorado limited liability company

By: _____
David Haddad, Co-Managing Member

By: _____
Lisa Jantelezio, Co-Managing Member

_____
David Haddad, individually

_____
Lisa Jantelezio, individually

SELLER:

Vacation Resort Management, Inc.,
a Nevada corporation

By: _____
Madeline Allerton, President

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement by and through their authorized officers or agents as of the date and year first set forth above.

BUYER:

Harbor Management of Colorado, LLC,
a Colorado limited liability company

By: _____
David Haddad, Co-Managing Member

By: _____
Lisa Jantelezio, Co-Managing Member

_____
David Haddad, individually

_____
Lisa Jantelezio, individually

SELLER:

Vacation Resort Management, Inc.,
a Nevada corporation

By: Madeline Allerton
Madeline Allerton, President

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of October, 2006 by and between Harbor Management of Colorado LLC, a Colorado Limited Liability Company and Harbor Management, Inc., an Illinois Corporation, both having their offices located at 3101 Spring Mountain Rd, Unit 3, Las Vegas, NV 89102 (hereinafter collectively referred to as "Seller") and **Alternative Debt Portfolios, L.P.**, a Delaware Limited Partnership having offices at 790 Ide Court Incline Village, NV 89451 (hereinafter referred to as "Company");

That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, it is agreed as follows:

1. The Seller may sell to, or have the Company bill or advance on, hereinafter referred to as "Assign" certain Contracts, Conditional Sales Contracts, Security Agreements, Invoices, Accounts Receivables, Leases or other obligations hereinafter referred to as "Contracts" arising out of the sale of merchandise or services sold or delivered by the Seller. The Company reserves the right to make an investigation of all Contracts submitted and the Company may, at its sole discretion, reject any such Contracts submitted by the Seller; notwithstanding Seller grants Company an exclusive right to the purchase or service of all Contracts.

2. For each Contract purchased by, or assigned to, the Company, the Company shall be due all payments from Contract Obligor. The Company shall determine the amount of advance required to purchase each Contract and a separate addendum shall specify the purchase price due to the Seller.

3. Contracts sold or assigned to the Company by the Seller shall become the sole property of the Company and the Seller waives all rights to said Contracts. Funds delivered by the company shall constitute payment in full for the Seller's interest in Contracts sold or assigned. The Seller waives any claims of consequential and/or punitive damages.

4. The Seller understands and acknowledges that any and all representations and warranties he makes is material to the Company's purchase of each Contract. If any representation or warranty made to the Company or to the Seller's customer in connection with a Contract is in the conclusive opinion of the Company, breached or untrue, the Seller shall unconditionally guarantee payment of the discounted amount remaining unpaid and shall, upon demand by the Company, repurchase within ten days such Contract in cash for the full amount then unpaid, whether or not the Contract obligor is in default under the Contract, and shall indemnify, defend and hold harmless from and against any and all liabilities, losses, costs, judgments, fines and expenses, including attorney fees, that may be incurred by the Company at any time in connection with or as a result of such breach or misrepresentation. The Seller understands and agrees that the Company may obtain repayment for any Contract required to be purchased by the Seller under this provision by right of set-off, and the Seller hereby grants to the Company the right to obtain such repayment by offsetting the repayment of such Contract by the Seller, the Company shall return the Contract to the Seller.

5. In addition to any rights and remedies of the Company provided by law, the Company shall have the further right, under the conditions stated below, to set-off and make application against the Seller's cash advances, or any other monetary obligation owing by the Company to the Seller. Such right of set-off shall be exercised by the Company without prior written or oral notice, and any such notice is hereby expressly waived by the Seller to the extent permitted by applicable law. The Company's right of set-off shall be effective upon the occurrence of any event of charge back or other loss provided that such event is documented by the Company. The Company may exercise its right of set-off in its sole discretion either at the time of the occurrence of any such event or loss, or at any time thereafter, and such right of set-off may be exercised by the Company against the Seller or any successor or assignee. The Company agrees to promptly notify the Seller after any set-off or applications made provided that the failure to give such notice shall not affect the validity of such set-off or application.

6. The Seller shall instruct all obligors on Contracts sold by the Seller to the Company that all payments on such Contracts shall be made to the Company.

7. The Seller shall comply fully with all requirements of Federal Truth-in Lending laws, state statutes and usury laws, any regulatory parameters by any state or local authority and any other regulations and shall save the Company harmless from any and all claims and expenses arising out of the Seller's failure to do so, including but not limited to all attorneys' fees and litigation costs incurred by the Company. If any law, statute or regulation changes, is amended, or enacted that would change the eligibility or enforcement of contracts purchased from Seller, Seller shall promptly notify Company in writing and not submit such contracts for purchase to Company.

8. The Seller warrants to the Company that if the retail transaction or negotiations related to the retail transaction were conducted in a language other than English, Seller gave each buyer prior to entering into the contract or any written agreement an unexecuted copy of the contract or other written agreement written in such foreign language.

9. The Seller warrants to the Company that all Contracts sold to the Company are free from any defenses on the part of all Contract obligors and the Seller shall save the Company harmless of and from all expenses (including but not limited to attorneys' fees and litigation costs incurred by the Company) arising out of all claims or defenses interposed by any Contract obligor whether by suit, defense, counterclaim or otherwise.

10. The Seller hereby assigns and sets over to the Company all of its right, title, and interest in and to any and all Contracts which are accepted by the Company for financing.

FROM :Star Vacation Resorts, CP, IN FAX NO. :12197361245 Oct. 19 2006 06:36PM P4/6

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D

PURCHASE AGREEMENT

11. Each account purchased by the Company from Seller is or has been or shall be assigned to Company by Seller. Seller hereby grants to Company, the authority and right to endorse on Seller's behalf any documents necessary to effectuate such assignment.

12. Representations and Warranties. The Seller represents and warrants that all Contracts sold by it to the Company are free from any liens or encumbrances and that the Seller is authorized to assign the Contracts to the Company. The Seller hereby provides the Company an absolute guaranty of such representations and warranties.

13. Security Interest: As security for the prompt and complete payment and performance of the "Recourse Obligation" as set forth in the Purchase Addendum and any revisions thereto, Seller hereby grants to Company a continuing security interest in Seller's right, title or interest in the "Collateral," as set forth below:

a. The term Collateral means all personal property, wherever located, in which Seller now has or later acquires any right, title or interest, including any and all: accounts; accounts receivable (including but not limited to membership payment obligations); chattel paper (including tangible chattel paper and electronic chattel paper); consumer purchase contracts; retail installment contracts, promissory notes, goods (including equipment, inventory and fixtures); time share inventory properties and any title or deed instruments thereto, instruments (including promissory notes); investment property; documents; deposit accounts; letter-of-credit rights; general intangibles (including payment intangibles and software); supporting obligations; and other assets, and to the extent not listed above as original Collateral, proceeds and products of, and accessions to, each of the above assets.

b. Without limiting the generality of the foregoing, the term Collateral includes any and all "Account Assets" conveyed to Seller under the Asset Purchase and Sale Agreement, dated October 13, 2006 between Seller, David Haddad, Lisa Jantelezio and Vacation Resort Management, Inc. as defined in Exhibit "D" attached thereto.

c. Upon request by Company, Seller will execute and deliver a Uniform Commercial Code Form UCC-1 Financing Statement from time to time covering all Collateral.

14. The Seller is an independent Contractor and therefore is solely responsible for any and all taxes due in the course of its business including but not limited to federal, state and local income taxes, intangibles taxes and sales taxes.

15. Either party may terminate this agreement at any time with or without notice. The expiration of this Agreement or earlier termination thereof shall not in any way affect this Agreement which shall continue in full force and effect with respect to those Contracts purchased by the Company from the Seller prior to the expiration or termination of this Agreement and which shall remain in full force and effect with respect to the obligations of the Seller and the Company with respect to all such Contracts.

16. This Agreement constitutes the entire agreement between the parties and there are no other agreements between the parties except as expressly contained herein. This Agreement may be amended only by a writing signed by both parties hereto. This Agreement supersedes and invalidates any prior agreement between the parties.

17. The Seller appoints the Company its attorney-in-fact with power of attorney to endorse the Seller's name on all Contracts, checks or other instruments received in payment of said Contracts and to receive, open and dispose of any mail addressed to the Seller and to do all things Seller might do in connection with the collection or enforcement of payment of all Contracts sold or assigned to the Company.

18. In the event any administrative agency or court of competent jurisdiction should find a paragraph of this Agreement to be unenforceable, illegal or void, then such paragraph shall be deleted from the Agreement. The remaining paragraphs of this Agreement, however, shall remain in full force and effect and shall not be nullified or voided in any way by the deletion of such paragraph.

19. The failure of either party at any time to exercise any of its rights under this Agreement shall not be deemed waiver of such rights, nor shall such failure in any way prevent such party from subsequently asserting or exercising such rights.

20. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Nevada. The Seller to the extent provided by law, waives his right to a jury trial in any matter arising out of this Agreement and this waiver is absolute and unconditional. The Company and the Seller agree that the venue of any litigation arising out of any dispute concerning this Agreement shall be in the courts of Washoe County, NV and no litigation shall be commenced in any other court in Nevada or elsewhere without the consent of both parties. In the event of any litigation regarding this Agreement the prevailing party shall be entitled to an award of its reasonable attorney's fees and cost of litigation.

21. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

FROM :Star Vacation Resorts, CP,IN FAX NO. :12197361445 Oct. 19 2006 06:37PM P5/6

PURCHASE AGREEMENT

22. For the purpose of notification, the respective parties shall be sent by first class mail or in person, addressed to the Company or to the Seller at their respective office addresses as set forth below, and to such other person or place as may from time to time be designated in writing.

23. The parties may amend this Agreement only in writing signed by both parties.

24. Indemnification: Seller hereby agrees to indemnify, defend and hold Company and its officers, members, employees, successors and assigns harmless for any liability, loss, cost damage or expense, including attorney's fees and costs incurred or suffered (i) as a result of Seller's breach of any representation, warranty, covenant or agreement set forth in this Agreement or (ii) as a result of Seller's breach of any representation, warranty, covenant or agreement set forth in the Asset Purchase and Sale Agreement, dated October 13, 2006, among Seller, David Haddad, Lisa Jantelezio, and Vacation Resort Management, Inc.

SELLER: Harbor Management of Colorado LLC, a Colorado Limited Liability Company and Harbor Management, Inc., an Illinois Corporation, both having their offices located at 3101 Spring Mountain Rd, Unit 3, Las Vegas, NV 89102

Signature: [signature]

Print Name: David Haddad Title: PRES.

Date: 10/17/06

COMPANY: Alternative Debt Portfolios, L.P. 790 Ida Court, Incline Village, NV 89451

Signature: _____

Print Name: _____ Title: _____

Date: _____

FROM :Star Vacation Resorts, CP,IN FAX NO. :12197361445 Oct. 19 2006 06:37PM P6/6

Purchase Addendum

Harbor Management of Colorado LLC, and Harbor Management, Inc.

Pursuant to the Purchase Agreement by and between Alternative Debt Portfolios, L.P. "COMPANY" and Harbor Management of Colorado LLC, a Colorado Limited Liability Company and Harbor Management, Inc., an Illinois Corporation, both having their offices located at 3101 Spring Mountain Rd, Unit 3, Las Vegas, NV 89102 (hereinafter collectively referred to as "Seller"), dated the 18th day of October, 2006, the parties hereby agree to the following terms and conditions:

Purchase Price and Terms:

- Amount Financed: Up to $9000.
- Maximum Contract term of Sixty (60) months.
- The purchase price for contracts will be as follows for the following credit tiers:
  - (A Credit) Ninety Percent (90%) of the principal loan balance.
  - (B Credit) Eighty Percent (80%) of the principal loan balance.
  - (C Credit) Seventy Percent (70%) of the principal loan balance.
  - (Serviced Contracts) Contracts which are declined for purchase will be serviced (payment processing, collections, and reports) on behalf of the Seller for a fee of 6% of the monthly payment plus 3% credit card interchange for any credit card debits payable to Alternative Debt Portfolios, LLC.
- The Annual Percentage Rate of Contracts will be 17.8%. Seller may buy down the interest rate for contracts with terms of 30 months or less. For each percentage point less than 17.8%, Seller will be assessed an additional discount to principal of One Percent (1%).
- Same as Cash Provision—If the debtor's entire principal balance is paid in full by their 11th payment for the B and C credit tiers, and the 5th payment for the A credit tier, the debtor's interest will be forgiven.

Requirements:

- Seller's credit application and Contract may be used. Other finance company Contracts may be used if reviewed by COMPANY. The review of applications and financing agreements by COMPANY does not attest to compliance with Federal, State, Municipal laws, statutes or ordinances.
- Applicant(s) must have telephone at residence.
- Credit application must be completed in full including two personal references, preferably relatives, not living in the same household with address and phone numbers.
- Applicant(s) must be gainfully employed; otherwise they must provide an employed co-applicant.
- Applicant(s) must have an active checking or savings account with sufficient to process monthly payments through.
- All other requirements stipulated at the time of approval must also be provided prior to funding.

Verification (Final Approval Prior To Funding):

COMPANY must receive:

- Completed original financing agreement signed by applicant(s).
- Original completed credit application signed by applicant(s).
- Credit report on applicant
- Verification of delivery of product/ service and customer understanding of terms by COMPANY.

Funding:

- The purchase price amount will be remitted to Seller upon receipt of paperwork and completion of COMPANY's verification of all terms and conditions required as a condition to approval.
- Funds will be remitted by regular mail at no additional cost. Seller can arrange to have checks couriered or funds wired for a service charge.
- Seller is subject to a one-time documentation fee of $9.95 per contract purchased, payable to Alternative Debt Portfolios, LLC.

Recourse:

- Seller agrees to re-purchase, within ten days, any contract that is found to be fraudulent, where the customer did not receive the proper merchandise or services, where there was an oral contract or agreement, where merchandise was not properly serviced, where the contract was found to be unenforceable, unassignable, or invalid due to state or federal compliance laws.
- Seller also agrees to repurchase or replace any Contract which becomes delinquent by more than 30 days on:
  - (A Credit) Any of its first three (3) payments
  - (B Credit) Any of its first six (6) payments, plus contracts with delinquency exceeding 0% of balances purchased
  - (C Credit) Any payment due to COMPANY.
- Seller is subject to a $9.95 fee for all cancelled, replaced or repurchased Contracts.
- Seller agrees to repurchase all non-recourse contracts at a price of $1000 each after Company has pursued collections options.

Client Origination Fee:

- Seller will pay an annually renewing maintenance fee of $150 which COMPANY will deduct from SELLER'S funding payout when due.

Seller hereby agrees and accepts the above terms and conditions.

Seller: Harbor Management of Colorado LLC, and Harbor Management, Inc., 3101 Spring Mountain Rd, Unit 3, Las Vegas, NV 89102

Signature: _____ Date: 10/17/06

Print Name DAVID HADDAD Title: Pres.

Company: Alternative Debt Portfolios, L.P., 799 Ida Court Incline Village, NV 89451

Signature: _____ Date: _____

Print Name Eric J Gangloff Title: Managing Director

PERSONAL GUARANTY

This personal guaranty ("Guaranty") is entered into by and among David Haddad and Lisa Jantelezio (the "Guarantors") as a material inducement to and in consideration for Alternative Debt Portfolios, L.P., a Delaware Limited Partnership (the "Company"), entering into a Purchase Agreement dated 10-18-2006, 2006 (the "Agreement") with Harbor Management, Inc., an Illinois corporation and Harbor Management of Colorado LLC, a Colorado limited liability company (collectively the "Client"). The Guarantors unconditionally guarantee and promise to and for the benefit of the Company that the Client will perform faithfully and completely all of the provisions, obligations, and duties that the Client has agreed to perform under the Agreement and/or any other obligations undertaken or to be undertaken by the Client in favor of the Company, the Company's parent, subsidiary, or affiliated corporation, corporations, individuals or other entities.

If Guarantor is more than one person, Guarantor's obligations are joint and several. A separate action may be brought or prosecuted against any Guarantor whether or not the action is brought or prosecuted against any other Guarantor or against the Client.

Guarantors waive the benefit of any statute of limitations or other provision of law that in any way affects or limits Guarantors' liability under this Guaranty.

Guarantors waive the right to require the Company to proceed against the Client before proceeding against the Guarantors, to proceed against or exhaust any security that the Company holds from the Client, Guarantors, or any other source, and/or to pursue any other remedy available to the Company prior to proceeding against the Guarantors, the Client, or either. In any action brought by Company against a Guarantor under this Guaranty, no Guarantor shall be entitled to, and shall not, plead as a defense that Client is not legally or equitably insolvent or is dissolved or liquidated, and each Guarantor covenants and agrees to pay to the Company all costs and expenses (including attorney's fees) incurred by Company in any such action.

The undersigned hereby expressly waives (a) notice of acceptance of this guaranty by Company, (b) notice of any default or non-performance of the Agreement, (c) notice of any modification to the Agreement or any extension of time granted to Client and (d) all defenses, offsets and counterclaims which the undersigned may at any time have to any claim against the Company. The undersigned expressly acknowledges that amendment or modification of the Agreement or any renewal or extension thereof shall not in any manner release, affect, or impair liability under this guaranty.

This Guaranty shall be interpreted, construed, and enforced in accordance with the laws of the State of Nevada. The Guarantors to the extent provided by law, waive their right to a jury trial in any matter arising out of this Guaranty and this waiver is absolute and unconditional. The Client and the Guarantors agree that the venue of any litigation arising out of any dispute concerning this Guaranty shall be in the courts of Washoe County, NV and no litigation shall be commenced in any other court in Nevada or elsewhere without the consent of both parties.

FROM :Star Vacation Resorts, CP,IN FAX NO. :12197361445 Oct. 19 2006 06:35PM P1/6

Lumberg No. 6138
STATE'S
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This Guaranty shall not be affected nor the obligations of the Guarantors hereunder limited in any way by the Company's delay in enforcement or failure to enforce any of its rights under the Agreement or under this Guaranty.

This Guaranty shall bind each Guarantor below and each Guarantor's respective successors and assigns, and shall inure to the benefit of Company and Company's successors and assigns. This guaranty shall remain in full force and effect until the termination of the Agreement; provided, however, that the undersigned shall not be released from his or her obligations hereunder so long as any claim of Company against Client which arises out of, or relates to, directly, or indirectly, the Agreement, is not settled to the satisfaction of Company or discharged in full.

IN WITNESS WHEREOF, this Guaranty has been duly executed by the Guarantor(s) on _____ day of _____, 200____.

IN WITNESS HEREOF, signed this _____ day of _____, 20___.

Guarantor Signature

Print Name

STATE OF: Illinois
COUNTY OF: Cook

On this 19th day of October, in the year 2006, before me, the undersigned a Notary Public in and for the State of Illinois, personally appeared _____, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her signature on the instrument the person, or entity upon behalf of which person acted, executed the instrument,

WITNESS my hand and official seal,

OFFICIAL SEAL
ROBERT L. PIOSO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-22-2010

Notary Public

FROM :Star Vacation Resorts, CP,IN FAX NO. :12197361445 Oct. 19 2006 06:35PM P2/6

PERSONAL GUARANTY

This personal guaranty ("Guaranty") is entered into by and among David Haddad and Lisa Jantelezio (the "Guarantors") as a material inducement to and in consideration for Alternative Debt Portfolios, L.P., a Delaware Limited Partnership (the "Company"), entering into a Purchase Agreement dated 10-20-06, 2006 (the "Agreement") with Harbor Management, Inc., an Illinois corporation and Harbor Management of Colorado LLC, a Colorado limited liability company (collectively the "Client"). The Guarantors unconditionally guarantee and promise to and for the benefit of the Company that the Client will perform faithfully and completely all of the provisions, obligations, and duties that the Client has agreed to perform under the Agreement and/or any other obligations undertaken or to be undertaken by the Client in favor of the Company, the Company's parent, subsidiary, or affiliated corporation, corporations, individuals or other entities.

If Guarantor is more than one person, Guarantor's obligations are joint and several. A separate action may be brought or prosecuted against any Guarantor whether or not the action is brought or prosecuted against any other Guarantor or against the Client.

Guarantors waive the benefit of any statute of limitations or other provision of law that in any way affects or limits Guarantors' liability under this Guaranty.

Guarantors waive the right to require the Company to proceed against the Client before proceeding against the Guarantors, to proceed against or exhaust any security that the Company holds from the Client, Guarantors, or any other source, and/or to pursue any other remedy available to the Company prior to proceeding against the Guarantors, the Client, or either. In any action brought by Company against a Guarantor under this Guaranty, no Guarantor shall be entitled to, and shall not, plead as a defense that Client is not legally or equitably insolvent or is dissolved or liquidated, and each Guarantor covenants and agrees to pay to the Company all costs and expenses (including attorney's fees) incurred by Company in any such action.

The undersigned hereby expressly waives (a) notice of acceptance of this guaranty by Company, (b) notice of any default or non-performance of the Agreement, (c) notice of any modification to the Agreement or any extension of time granted to Client and (d) all defenses, offsets and counterclaims which the undersigned may at any time have to any claim against the Company. The undersigned expressly acknowledges that amendment or modification of the Agreement or any renewal or extension thereof shall not in any manner release, affect, or impair liability under this guaranty.

This Guaranty shall be interpreted, construed, and enforced in accordance with the laws of the State of Nevada. The Guarantors to the extent provided by law, waive their right to a jury trial in any matter arising out of this Guaranty and this waiver is absolute and unconditional. The Client and the Guarantors agree that the venue of any litigation arising out of any dispute concerning this Guaranty shall be in the courts of Washoe County, NV and no litigation shall be commenced in any other court in Nevada or elsewhere without the consent of both parties.

Blumberg No. 5138

STATE'S EXHIBIT

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This Guaranty shall not be affected nor the obligations of the Guarantors hereunder limited in any way by the Company's delay in enforcement or failure to enforce any of its rights under the Agreement or under this Guaranty.

This Guaranty shall bind each Guarantor below and each Guarantor's respective successors and assigns, and shall inure to the benefit of Company and Company's successors and assigns. This guaranty shall remain in full force and effect until the termination of the Agreement; provided, however, that the undersigned shall not be released from his or her obligations hereunder so long as any claim of Company against Client which arises out of, or relates to, directly, or indirectly, the Agreement, is not settled to the satisfaction of Company or discharged in full.

IN WITNESS WHEREOF, this Guaranty has been duly executed by the Guarantor(s) on 20 day of October, 2006.

IN WITNESS HEREOF, signed this 20 day of October, 2006

Lisa Jantelezio
Guarantor Signature

Lisa Jantelezio
Print Name

STATE OF: Illinois
COUNTY OF: Cook

On this 20th day of October, in the year 2006, before me, the undersigned a Notary Public in and for the State of Illinois, personally appeared _____, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her signature on the instrument the person, or entity upon behalf of which person acted, executed the Instrument,

WITNESS my hand and official seal,

Notary Public

OFFICIAL SEAL
ROBERT L. PIOSO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-22-2010

SERVICING AGREEMENT

Sonnenschein Financial Services, Inc. ("SFS")

and

ALTERNATIVE DEBT PORTFOLIOS, L.P., a Delaware Limited Partnership

THIS AGREEMENT is entered into and/or effective this 23rd day of JANUARY, 2007, by and between Sonnenschein Financial Services, Inc. an Indiana corporation, ("SFS") and ALTERNATIVE DEBT PORTFOLIOS, L.P., A Delaware Limited Partnership ("ADP");

RECITALS

WHEREAS, SFS is, in part, in the business of servicing accounts receivable financing documents, money notes, and other like documents; and

WHEREAS, the parties have agreed that SFS shall service the contracts purchased by ADP, and the contracts authorized by ADP for servicing for Harbor Management of Colorado, LLC and used as recourse collateral, and placed for Servicing by ADP; and

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Definitions.** the following terms shall have the meaning hereinafter set forth:

   a) **"Contract Assignment and Sales Agreement"** shall mean the agreement between SFS and ADP wherein SFS and ADP agreed that SFS would service certain contracts or negotiable instruments on behalf of ADP;

   b) **"Contract Obligor"** shall mean the person(s) or entity (ies) obligated to make payments under any Serviced Contracts.

   c) **"Delinquent Contract"** shall mean any Serviced Contract under which monies are owed to ADP with respect to the sale of goods or services for a period in excess of thirty days.

   d) **"Dues"** shall mean any monies paid to ADP by a member on a monthly, quarterly, semi-annual or annual basis in order to retain membership privileges.

   e) **"Serviced Contract"** shall mean any contract for which payments are being collected, monitored or otherwise serviced by SFS.

2. **Servicing.** ADP hereby retains and appoints SFS to service the Serviced Contracts, including but not limited to those set forth in Exhibit A, including the periodic billing and collection of all amounts due under the Serviced Contracts (including but not limited to principal, interest, dues, late fees and attorney's fees), the collection of monies due under Delinquent Contracts or other Serviced Contracts and the payment to SFS under this Agreement from the payments made under the Serviced Contracts.

3. ~~Assignment. SFS may not assign billing duties hereunder to a third party.~~

Blumberg No. 5138 STATE'S EXHIBIT G

4. **Term.** This Agreement shall remain in effect for a period of twelve (12) months and shall be renewed in twelve (12) month intervals unless cancelled in writing by either party. Cancellation must be given in writing with ninety (90) days notice to terminate.

5. **Fees Payable To SFS. See Exhibit B, executed separately.**

6. **Duties of ADP.** Throughout the term at this agreement ADP shall:

   a) Pay SFS the fees due hereunder, as set forth in SFS monthly invoice, within ten (10) days of forwarding the invoice (all invoices shall deduct any sums withheld by SFS from amounts collected under the Serviced Contract).

   b) Pay SFS a late charge of five percent (5%) of the billing amount not paid for the fees set forth herein after ten (30) days of SFS forwarding the invoice.

   c) Comply with any expressed or implied duty otherwise set forth in this Agreement.

   d) Obtain a bank Lock Box expressly controlled and paid for, including all fees, by ADP for the express purpose of the disposing of all payments made by contract obligors.

7. **Limitation of ADP Rights.** ADP shall have NO right to:

   a) During the term of this Agreement, collect on or service any contract assigned to SFS for servicing.

8. **Authority granted to SFS.** ADP hereby grants to SFS the authority to:

   a. Act as its exclusive agent with respect to the cash receipts and processing of each Serviced Account.

   b. Be its true and lawful attorney-in-fact with full right, title and authority to endorse and negotiate any check, bank draft, money order or other negotiable instrument payable to ADP in respect to any Serviced Contract in ADP's name, place and stead.

   c. Initiate payment collection to be made to a depository bank designated by ADP via pre-authorized electronic debit.

   d. Cause all payments to be deposited to one or more depository accounts held for the benefit of ADP.

   e. Upon receipt by a Lockbox Bank, post to the records of the assigned account all amounts of any kind received on that account in accordance with any Lockbox Agreement.

   f. To withhold from collections on Serviced Contracts the service fees and amounts due hereunder.

9. **Duties of SFS.** Throughout the term of this agreement, SFS or its assignee shall to the best of its skill and ability:

   a) Use its own funds, tools, supplies, and equipment in the performance of its services hereunder.

b) Upon receipt from ADP of any Serviced Contract to be serviced by SFS, send a written notice, billing statement or coupon book to the Contract Obligors under the Serviced Contract setting forth payment instructions.

c) Post and deposit all payments or like monies received on ADP' accounts within and maintain transaction history on all Serviced Contracts.

d) Maintain its records as they relate to the Serviced Contracts in accordance with generally accepted accounting principals and upon the ADP's written request, give access thereto.

e) Mail written delinquent notices to the Contract Obligors of the Serviced Contracts as is reasonable where payment or other obligation becomes delinquent for more than 10 days. Attempt daily contacts through a predictive dialer to effectuate collection of amounts due.

f) Notify ADP of any Serviced Contract that is delinquent and provide periodic Aging Reports.

g) Provide ADP with a monthly accounting with respect to each and every Serviced Contract submitted to it hereunder.

h) Provide ADP with a monthly invoice for all fees due after deducting any payments withheld by SFS for fees from payments under the Serviced Contracts.

10. **Delinquency Collections.** SFS will provide collection services for accounts that become over ten (10) days delinquent in accordance with the following:

a) SFS shall send notifications to delinquent Contract Obligors and initiate telephonic and written collection efforts as described above.

b) At the conclusion of Ninety (90) Days from the point of delinquency, SFS shall move the account to "collections" as provided in the collections agreement.

11. **Attorney's Fees.** In the event of any dispute under this Agreement, the prevailing party shall receive an award of reasonable attorney's fees and costs and in the event of a default in this agreement; the defaulting party shall pay the non-defaulting party its attorney's fees and costs, whether or not suit is actually filed.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein. All prior contemporaneous agreements, understandings, representations, warranties and statements, oral or written, relating to the subject matter hereof are superseded. No modification to or amendment to this Agreement shall be binding unless in writing and executed by both parties.

14. **Governing Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada. Venue in any action brought with respect to any provision of this Agreement shall be in Washoe County, Nevada and ADP specifically consents to the jurisdictions of any state or federal court sitting in either of the aforementioned counties.

15. **Miscellaneous.**

a) Each party agrees that the covenants and promises contained herein are good and sufficient consideration for the respective obligations required hereunder.

b) Should any term or condition hereof be deemed void or unenforceable, the remaining provisions of this Contract shall remain in full force and effect.

c) The parties have independently, separately and freely negotiated each and every provision of this Contract as if all parties drafted this Contract. The parties, therefore, waive any statutory or common law presumption that would serve to have this document construed in favor of, or against, either party.

d) This Contract may be executed in any number of counterparts, including original or facsimile counterparts, all of which when taken together shall constitute the entire contract of the parties.

e) The failure of either party to immediately exercise any right herein shall not constitute a waiver of the right to do so later or constitute a waiver to exercise any other rights immediately or later. The waiver of any one right or condition precedent of either party shall not be a waiver of any other right or condition precedent by either party.

f) All notices required herein shall be in writing and deemed delivered (i) upon personal delivery to the parties hereto, or (ii) one business day after being sent overnight mail, postage prepaid, or (iii) when sent by facsimile with transmission verification, or (iv) three days after being mailed to the parties hereto by United States Mail, return receipt requested, postage prepaid, addressed as set forth below, unless written notice of change of address is hereafter given by the parties as provided herein.

g) Nothing herein shall be deemed to constitute or create a partnership or joint venture between SFS and ADP.

h) Whenever in this Agreement the context so requires, the singular shall include the plural and the plural the singular.

ADP: ALTERNATIVE DEBT PORTFOLIOS, L.P.
A Delaware Limited Partnership

BY: _____ 1/23/07
(signature required) Date

Name: Eric Gangloff
Title: Managing Director
Address: 790 Ida Court Incline Village, NV 89451

STATE OF: Nevada
COUNTY OF: Washoe

SONNENSCHEIN FINANCIAL SERVICES, INC.
4749 Lincoln Drive
Suite 600
Matteson, Illinois 60443

By: _____ 1/23/2007
(signature required) Date
Name: Robert L Pioso
Title: CFO

STATE OF: _____
COUNTY OF: _____

COLLECTION AGREEMENT

This Collection Agreement ("Agreement") is entered into this 23th day of ~~December~~ January 2007, between Alternative Debt Portfolios, L.P. , a Delaware limited partnership ("ADP") with offices located at 790 Ida Court, Incline Village, Nevada, 89541 and Sonnenschein Financial Services, Inc. (" SFS"), an Indiana corporation ADP with offices located at 4749 Lincoln Mall Drive, Matteson, Illinois.

WHEREAS, ADP is the owner of certain defaulted closed end sales finance installment contracts and other accounts receivable ("Claims") that ADP desires to recover in an efficient and expeditious manner and desires to retain the Services of SFS for that purpose.

WHEREAS, SFSis a Corporation that is engaged in the practice of collections and desires to have ADP refer and place with SFS Claims for recovery pursuant to this Agreement.

NOW THEREFORE, in consideration of the premises, mutual agreements, covenants, representations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 "CLAIM" – means certain defaulted closed end time share or vacation club sales finance installment contracts and other accounts receivable forwarded toSFS by ADP for collection.

1.2 "INDIVIDUAL" -- means the person, or persons against whom ADP seeks a claim or has asserted a claim.

1.3 "CONTINGENCY" -- means the amount that SFS shall be entitled to for providing the Services hereunder and is a contingent fee based upon a percentage of the proceeds collected on Claims.

1.4 "PLACEMENTS" – means the referral of claims by ADP to SFS for collection services. "Primary" placement means no collection efforts have been made prior to referral to ADP. "Secondary" placement means one previous entity has made collection attempts and/or the debt has been in default longer than two years. "Tertiary" placements mean that two previous entities have made collection attempts and/or the debt has been in default longer than three years. "Out of Statute" means the statute of limitations has expired on theClaim. "Default" means the Claim is considered past due according to the agreement creating the debt.

1.5 "RECOVERY PERIOD" -- means the time between which ADP places the Claim with SFS and the time when ADP recalls the Claim pursuant to Section 3.8 below or when SFS otherwise returns the Claim to ADP.

1.6 "PROCEEDS" -- means items of payment regardless of form.

1.7 "SERVICES" -- means collection services as described in Articles III and IV below on claims in the United States and its territories, including United States military bases located outside of the United States, as identified by ADP from time to time.

ARTICLE II

RELATIONSHIP OF PARTIES

2.1 INDEPENDENT CONTRACTOR. SFS shall perform under this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. SFS acknowledges that neither it, nor its agents, employees or servants are employed by this Agreement as employees of ADP and that neither it nor its agents, employees or servants are entitled to any benefit from ADP as an employee of ADP.

ARTICLE III

SERVICES

3.1 PROPRIETARY RIGHTS. ADP shall, in its sole discretion, from time to time place Claims with SFS. Nothing contained in this Agreement shall be construed as requiring ADP to place any set number of Claims with SFS and ADP is expressly given the right to place as many or as few Claims with SFS as it may from time to time determine, including the right to place no Claims even though this Agreement may be still in force. All Claims placed by ADP with SFS are and shall continue to be the exclusive property of ADP and are placed with SFS only for the purpose of collection. ADP shall acquire no rights or interest in the Claims ADP places with SFS.

3.2 ADPS' COMPLIANCE AND INFORMATIONAL COVENANTS. ADP represents that it has used its best efforts to comply with applicable laws in its prior efforts to recover Claims, if any. SFS will use all commercially reasonable efforts to provide ADP with sufficient and accurate information regarding each Claim to allow SFS to properly perform its Services.

3.3 RECOVERY. SFSshall use reasonable efforts to recover Claims through normal recovery procedures, using appropriate written and verbal communication. ADP, at its reasonable discretion, may recommend to SFS Claims that ADP considers suit-worthy. The express prior written consent of ADP is required prior to any commencement of litigation on a Claim. Litigation shall be commenced in ADP's name.

3.4 SETTLEMENTS. All cash settlements less than 60% (sixty percent) of the outstanding balance must receive prior approval from ADP.

3.5 INSOLVENCY OF INDIVIDUAL. In the event that SFS becomes aware that any proceeding has been filed under the United States Bankruptcy Code by or against any Individual after the Placement of the Claim with ADP, SFS shall immediately notify ADP that such Individual is in bankruptcy proceedings and cease all collection services.

3.6 REPORTS. SFS agrees to use reasonable efforts to provide ADP with status reports and other reports that it may request from time to time.

3.7 ADVERSE CLAIMS. SFS shall promptly notify ADP of any claim contained in any legal proceeding against ADP.

3.8 RECALL OF CLAIMS. ADP reserves the right to recall any or all Claims placed by ADP with SFS. In order for ADP to recall any Claims that have been selected for litigation as per paragraph 3.3, any Claims that are currently in the litigation process, or any Claims that have completed the litigation process and resulted in a judgment there must be an agreement between ADP and SFS evidenced by a signed writing. In the event of such a recall, SFS shall assemble and immediately turn over to ADP all records, data, internal documentation, and materials relating to the Claims in its possession. If ADP receives any payment on any Claim within 30 days after such recall, ADP shall remit to SFS such payment minus SFS' contingency fee.

3.9 SKIPTRACING. SFS will perform skip-tracing services (e.g., online investigation and resources that utilize public records) on Claims as necessary to obtain the information necessary to recover on the Claim, the expense of which shall be borne by SFS.

ARTICLE IV

TRUST ACCOUNT

4.1 TRUST ACCOUNT. Any payments received by SFS or costs or expenses recovered by SFS from any Individual shall be held by SFS in trust for the benefit of ADP and shall be segregated from SFS' operating account funds. SFS shall deposit any such funds into a trust account that shall be maintained and administered in compliance with the applicable laws and rules of professional conduct.

ARTICLE V

PAYMENTS AND EXPENSES

5.1 CONTINGENCIES. SFS' compensation for the Services provided hereunder, shall be a Contingency which shall be calculated based on the following: first, the repayment of court costs and expenses as dictated in 5.4 of this Agreement and then 30% (thirty percent) of the remaining collections.

SFS shall calculate its Contingency based on the Recovery Proceeds and is entitled to retain such amounts as payment for the Services hereunder.

5.2 REMITTANCE. SFS shall on a weekly basis forward to ADP the portion of the Recovery Proceeds owed to ADP, after the SFS' Contingency deduction based on the calculations set forth in Section 5.1.

5.3 DIRECT PAY. SFS shall be entitled to a Contingency as provided in paragraph 5.1 above on all payments made directly to ADP during the Recovery Period on Claims placed by ADP with SFS ("Direct Pay"). ADP shall notify SFS on a monthly basis of all direct payments, or if SFS becomes aware of such payment, SFS will notify ADP. Upon verification by ADP of its receipt of the Recovery Proceeds and confirmation to SFS of the Contingency due and owing, SFS may calculate and invoice ADP for said Contingency.

5.4 COURT COSTS AND EXPENSES. Upon prior written approval of ADP to initiate litigation, SFS shall advance court costs and expenses on behalf of ADP as per Paragraphs 5.1 C and 5.7. Court costs and expenses, for purposes of this Agreement, shall include court filing fees, sheriff's fees, private process service fees, garnishment fees and other necessary fees, but shall not include overhead items such as local or long distance charges, facsimile charges, photocopying charges, and other office expenses.

5.5 COUNTERCLAIMS. In the event that a counterclaim is filed against ADP, ADP agrees to pay local counsel on an hourly basis, but ADP retains the right to seek other counsel for defense. The amount to be paid on an hourly basis shall be in writing and signed by both ADP and ADP's local counsel.

5.6 TRAVEL EXPENSES. If SFS is required to travel in order to represent ADP in pursuing a Claim, then ADP shall reimburse SFS for actual and reasonable travel expenses necessary in the performance of its obligations under this Agreement and pre-approved in writing by ADP. All other travel shall be at SFS' own expense.

5.7 INVOICES. SFS' invoices shall be paid by ADP within 30 days following ADP's receipt of an invoice.

ARTICLE VI

WORK PRODUCT & CONFIDENTIALITY

6.1 WORK PRODUCT. All documents prepared (alone or with others) in connection with SFS' Services for ADP (the "Work Product"), shall be the sole and exclusive property of ADP. SFS acknowledges that the Work Product is proprietary to ADP and has been specifically developed for ADP.

6.2 CONFIDENTIALITY. See Confidentiality Agreement attached as Exhibit A.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1 COMPLIANCE WITH LAW. All recovery efforts by SFS, its agents, and employees, shall be done in a lawful manner and shall comply with all applicable federal, state, and municipal laws, statutes and regulations.

7.2 PERFORMANCE. SFS warrants that the Services will be performed in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in performing services of a similar nature under similar circumstances by personnel with requisite skills and qualifications needed to carry out such work.

ARTICLE VIII

INDEMNIFICATION

8.1 INDEMNITY. ADP hereby agrees to indemnify, defend, protect and hold harmless SFS, its parent, subsidiaries, and affiliates, and their officers, directors, shareholders, employees and agents, from and against any and all claims, costs, loss, liability, damage, injury, death, or expense (including court costs and reasonable attorneys fees) that SFS may incur arising out of or related to the acts, errors or omissions by ADP, or its agents, employees or servants.

SFS hereby agrees to indemnify, defend, protect and hold harmless ADP, its parent and affiliates, and their officers, directors, shareholders, employees and agents from and against any and all debts, costs, liability, damage or expense (including court costs and reasonable attorney's fees) that ADP may incur arising out of or related to the acts, errors, or omissions by SFS, or its agents, employees, or servants.

ARTICLE IX

AUDITS & INSPECTIONS

9.1 AUDITS AND INSPECTIONS. SFS shall maintain records of each Claim placed by ADP with ADP in such a manner as to be auditable by ADP, as well as related to any Recovery Proceeds, Contingency or Expenses hereunder. ADP shall have the right at any time or times during SFS' usual business hours and upon reasonable notice to inspect all records and materials of SFS relating to Claims, including without limitations, all records and materials relating to the collections received on such Claims.

ARTICLE X

TERMINATION

10.1 TERMINATION FOR CONVENIENCE. ADP and SFS shall have the right to terminate this Agreement on sixty (60) days written notice for convenience. On the date such termination is effective, ADP shall pay SFS for all undisputed charges not yet invoiced through the date of termination.

10.2 TRANSITION. Upon termination of this Agreement, and at ADP's request, SFS shall provide all commercially reasonable transition services for ADP to help facilitate an orderly transition of the Services, the Work Product, and ADP's Confidential Information to ADP or a third party designated by ADP. In such event, SFS shall continue to earn Contingencies with respect to Recovery Proceeds received by SFS or ADP on Claims, up to the date that the transition is completed and the Services are terminated. SFS shall use reasonable efforts to accommodate the transition schedule requested by ADP.

10.3 DUTIES UPON TERMINATION. Any obligation of SFS to indemnify ADP and ADP to indemnify the SFS will survive any such termination and any other rights of ADP hereunder and other obligations of ADP hereunder shall remain in full force and effect notwithstanding any such termination until all of the liabilities and obligations of ADP to ADP are paid in full and completed.

ARTICLE XI

MISCELLANEOUS

11.1 NO WAIVER. SFS agrees that no delay on the part of ADP in exercising any power or right hereunder shall operate as a waiver of any such power or right, preclude other or further exercise thereof, or the exercise of any other power or right. No waiver whatever shall be valid unless in writing signed by ADP and then only to the extent set forth therein.

11.2 APPLICABLE LAW. ADP and SFS expressly agree that any and all disputes, claims or litigation arising from or related in any way to this Agreement shall be resolved exclusively by the courts of the State of Nevada, County of Washoe.

11.3 LIMITATION OF DAMAGES. Except for ADP's and SFS' indemnification obligations set forth in section 8.1 above, neither party shall be liable to the other party or to any third party for any consequential damages arising out of or related to this agreement, even if the party has been advised of the possibility of such damages.

11.4 TITLES. The titles and headings indicated herein are inserted for convenience only and shall not be considered a part of this Agreement or in any way limit the construction or interpretation of this Agreement.

11.5 NON-ASSIGNMENT. ADP shall have no right to assign this Agreement and any attempted assignment not in accordance with the terms of this subsection shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of each of the parties, their permitted successors and assigns.

11.6 ENTIRE AGREEMENT. This Agreement contains the entire agreement between ADP and ADP. No representations, promises or conditions not incorporated herein shall be binding upon either party.

11.7 SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under law, but if any provision of this Agreement shall be prohibited by or invalid under law, such provision shall be ineffective to the extent of such prohibition of invalidity without invalidating the remainder of such provision or the remaining provision of this Agreement.

11.8 MODIFICATIONS. No modifications or amendment to this Agreement shall be binding unless made in writing and signed by each party.

11.9 WAIVER CLAUSE. No failure on the part of either party to exercise any of its rights and remedies granted hereunder or to insist upon strict compliance by the other party shall constitute a waiver of such party's right to demand exact compliance with the terms hereof.

11.10 RULES OF PROFESSIONAL CONDUCT. SFS, including its attorneys, employees, and agents, is responsible to observe the law comply with any and all state and municipal collections practices and adhere to the Fair Debt Collections Practices Act (FDCPA).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their proper and duly authorized officers as of the day and year first above written.

Alternative Debt Portfolios, L.P.

By: _____

Name: Eric J. Ganglo ff

Title: Managing Director

Sonnenschein Financial Services, Inc.

By: _____

Name: Robert L Pia so

Title: CFO

EXHIBIT A

Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into this 23rd day of JANUARY 2007, by and between Alternative Debt Portfolios, L.P., ("ADP") with offices located at 790 Ida Court, Incline Village, Nevada, 89541 and Sonnenschein Financial Services, Inc. ("Servicer"), an Indiana corporation ADP with offices located at 4749 Lincoln Mall Drive, Matteson, Illinois

WHEREAS, ADP desires to provide certain confidential information to the Servicer for the purpose of developing a new business relationship regarding collection services to be provided by Servicer to ADP.

WHEREAS, ADP desires to protect said confidential information as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises, mutual agreements, covenants, representations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

In the course of performing its duties, the Servicer may from time to time receive information from ADP. This information (including, but not limited to, information about ADP's customers or regarding ADP's practices, procedures, strategies, organization, profits, marketing materials, data whether digital or analogue or not, and any and all other information) is confidential and shall not be disclosed or used by the Servicer for any purpose other than the limited purpose of performing its obligations to ADP.

Information that is (1) generally known to the public or in the industry (not resulting from a breach of this Agreement), (2) in the possession of the Servicer before disclosure by ADP, or (3) available to the Servicer from a source that (to the Servicer's knowledge) is not bound by any nondisclosure obligation to ADP, is not confidential information subject to this Agreement.

The Servicer shall not use, disseminate, transfer, divulge or reveal confidential information to any person(s) or entity without the prior express written consent of ADP unless necessary to perform its obligations to ADP.

Servicer shall promptly notify ADP if ADP is served with a subpoena or other legal process that may require the disclosure of certain confidential information.

The Servicer agrees to limit the disclosure and access to confidential information to only those persons who must have access to said confidential information in order to enable the Servicer to perform its obligations to ADP.

This Agreement shall also apply to any agent of the Servicer requiring access to confidential information. Prior to the disclosure of any confidential information by the Servicer to its agent, the Servicer shall advise such agent as to the existence of this Agreement, the terms and conditions thereof, the duties imposed, and obtain such agent's express undertaking to comply with the terms and conditions of this Agreement as if they were an original party thereto.

ADP shall, upon receipt of a written request from Servicer, return to ADP all documents, materials and information (together with all copies thereof) received from ADP pertaining to or containing any confidential information.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any confidential information.

The obligations set forth in this Agreement shall continue in full force and effect for a period commencing on the date of this Agreement and ending upon termination of the Collection Agreement.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

If any term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, the undersigned parties have executed this Confidentiality Agreement as of the date set forth above.

Sonnenschein Financial Services, Inc.

By: [signature]

Name: Robert L Pross

Title: CFO

Alternative Debt Portfolios, L.P.

By: [signature]

Name: Eric J Ganglloff

Title: Managing Director

SERVICING AGREEMENT FEE SCHEDULE "EXHIBIT B"

Exhibit B to the Servicing Agreement is hereby dated JANUARY 23, 2007 between Sonnenschein Financial Services, an Indiana Corporation, hereinafter referred to as ("SFS") and **ALTERNATIVE DEBT PORTFOLIOS, L.P., a Delaware Limited Partnership** ("ADP"). The Servicing Fees due from ADP to SFS are as follows:

1. Accounts less than 90 days past due* – A Sum equal to $3.00 per account per month for accounts requiring a monthly billing statement and $1.50 per account per month for accounts having payments made via auto debit, EFT or from credit card auto payment.
2. New Account Verification – SFS shall charge ADP $1.00 per new account telephonic verification, using scripting provided by ADP to SFS from time to time.
3. Late fees – ADP shall retain any and all late fees collected.
4. Deliveries – ADP will be charged at cost for any overnight, two day or express mail deliveries.
5. Credit Card Processing Fee - 2.75 % of the payment amount for all payments taken via credit card.

*These fees include monthly statement invoicing, full collection activities, month end reconciliation reports, and credit bureau reporting charges.

Sonnenschein Financial Services
An Indiana Corporation

By: _____

Its: CFO

Alternative Debt Portfolios, L.P.
A Delaware Limited Partnership

By: _____

Its: Managing Director

COLLECTION AGREEMENT

This Collection Agreement ("Agreement") is entered into this 1st day of July 2007, between Alternative Debt Portfolios, L.P., a Delaware limited partnership ("ADP") with offices located at 50 West Liberty St, Suite 1040, Reno, NV 89501 and Highlands Credit Corporation, a Colorado Corporation ("Collector"), with offices located at 7921 Southpark Plaza, Suite 108, Littleton, CO 80120

WHEREAS, ADP is the owner of certain defaulted consumer finance agreements and other consumer accounts receivable ("Claims") that ADP desires to recover in an efficient and expeditious manner and desires to retain the Services of the COLLECTOR for that purpose.

WHEREAS, COLLECTOR is a Corporation that is engaged in the practice of collections and desires to have ADP refer and place with COLLECTOR Claims for recovery pursuant to this Agreement.

NOW THEREFORE, in consideration of the promises, mutual agreements, covenants, representations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 "CLAIM" – means certain defaulted consumer finance contracts and other accounts receivable forwarded to COLLECTOR by ADP for collection.

1.2 "INDIVIDUAL" – means the person, or persons against whom ADP seeks restitution.

1.3 "CONTINGENCY" – means the amount that COLLECTOR shall be entitled to for providing the Services hereunder and is a contingent fee based upon a percentage of the proceeds collected on Claims.

1.4 "PLACEMENTS" – means the referral of claims by ADP to COLLECTOR for collection services. "Primary" placement means no collection efforts have been made prior to referral to ADP. "Secondary" placement means one previous entity has made collection attempts and/or the debt has been in default longer than two years. "Tertiary" placements mean that two previous entities have made collection attempts and/or the debt has been in default longer than three years. "Out of Statute" means the statute of limitations has expired on the Claim. "Default" means the Claim is considered past due according to the agreement creating the debt.

E6 UB

STATE'S EXHIBIT H

Blumberg No. 5138

1.5 "RECOVERY PERIOD" – means the time between which ADP places the Claim with COLLECTOR and the time when ADP recalls the Claim pursuant to Section 3.9 below or when COLLECTOR otherwise returns the Claim to ADP.

1.6 "PROCEEDS" -- means items of payment regardless of form.

1.7 "SERVICES" – means collection services as described in Articles III and IV below on claims in the United States and its territories, including United States military bases located outside of the United States, as identified by ADP from time to time.

1.8 "GROSS BALANCE DUE" – means the combined amounts of principal, accrued interest and late charges due under each Claim.

ARTICLE II

RELATIONSHIP OF PARTIES

2.1 INDEPENDENT CONTRACTOR. COLLECTOR shall perform under this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. COLLECTOR acknowledges that it is not an agent, employee or servant of ADP and that neither it nor its agents, employees or servants are entitled to any benefit from ADP as an employee of ADP.

ARTICLE III

SERVICES

3.1 PROPRIETARY RIGHTS. ADP shall, in its sole discretion, from time to time place Claims with COLLECTOR. Nothing contained in this Agreement shall be construed as requiring ADP to place any set number of Claims with COLLECTOR, and ADP is expressly given the right to place as many or as few Claims with COLLECTOR as it may from time to time determine, including the right to place no Claims even though this Agreement may be still in force. All Claims placed by ADP with COLLECTOR are and shall continue to be the exclusive property of ADP and are placed with COLLECTOR only for the purpose of collection. COLLECTOR shall acquire no rights or interest in the Claims ADP places with COLLECTOR other than the Contingencies outlined in Article V; Section 5.1 of this Agreement.

3.2 ADP'S COMPLIANCE AND INFORMATIONAL COVENANTS:. ADP represents that it has used its best efforts to comply with applicable laws in its prior efforts to recover Claims, if any. COLLECTOR will use all commercially reasonable efforts to comply with all applicable laws to recover Claims. ADP will provide

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COLLECTOR with sufficient and accurate information regarding each Claim to allow COLLECTOR to properly perform its Services.

3.3 RECOVERY. COLLECTOR shall use reasonable efforts to recover Claims through normal recovery procedures, using appropriate written and verbal communication.

3.4 CREDIT REPORTING. In consideration of ADP placing accounts with COLLECTOR, COLLECTOR agrees to conduct monthly credit reports to the credit bureaus in which ADP has secured a subscriber code indicating a collection status on assigned accounts and approximately 62,000 additional non-assigned accounts in a manner sufficient to ADP. COLLECTOR agrees to comply with all applicable Federal, State and municipal laws governing such credit reporting. ADP agrees to provide data information, updates and assistance to COLLECTOR to accurately report status information on those non-assigned accounts.

3.5 SETTLEMENTS. All cash settlements less than those defined below must receive prior approval from ADP. COLLECTOR shall us its own discretion and resources to submit settlement letters to debtors in compliance with the below captioned preauthorized settlement levels.

- In Statute Credit Card accounts may be settled for 40% (forty percent) of the gross balance due.
- Out of Statute Credit Card accounts may be settled for 35% (thirty five percent) of the gross balance due.
- All Auto Deficiency accounts may be settled for 20% (twenty percent) of the gross balance due.

3.6 INSOLVENCY OF INDIVIDUAL. In the event that COLLECTOR becomes aware that any proceeding has been filed under the United States Bankruptcy Code by or against any Individual after the Placement of the Claim with ADP, COLLECTOR shall immediately notify ADP that such Individual is in bankruptcy proceedings and cease all collection services.

3.7 REPORTS. COLLECTOR agrees to use reasonable efforts to provide ADP with status reports and other reports that it may request from time to time. COLLECTOR shall also provide ADP with online access to account records to allow ADP the capability to audit collection activity on placed accounts. COLLECTOR shall also allow ADP reasonable access to debtor account records to allow ADP, or other entities directed by ADP, to conduct audits of all records pertaining to Claims placed.

3.8 ADVERSE CLAIMS. COLLECTOR shall promptly notify ADP of any claim contained in any legal proceeding against ADP.

3.9 RECALL OF CLAIMS. ADP reserves the right to recall any or all Claims placed by ADP with COLLECTOR subject to a 30 (thirty) day written notice. All accounts which have had recent payment activity and/or have promises to pay within the next 90 (ninety) days will NOT be eligible for recall by ADP. . In the event of such a

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recall, COLLECTOR shall assemble and turn over to ADP all records, data, internal documentation, and materials relating to the Claims in its possession. In the event that ADP receives any direct payment on any Claim within90 (ninety) days after such recall, ADP shall remit to COLLECTOR their contingency fee after clearance of the direct payment.

3.10 SKIPTRACING. COLLECTOR will perform skip-tracing services (e.g., online investigation and resources that utilize public records) on Claims as necessary to obtain the information necessary to recover on the Claim, the expense of which shall be borne by COLLECTOR.

ARTICLE IV

TRUST ACCOUNT

4.1 TRUST ACCOUNT. Any payments received by COLLECTOR or costs or expenses recovered by COLLECTOR from any Individual shall be held by COLLECTOR in a trust account for the benefit of ADP and shall be segregated from COLLECTORS operating account funds. COLLECTOR shall deposit any such funds within 48 hours of receipt into a trust account that shall be maintained and administered in compliance with the applicable laws and rules of professional conduct.

ARTICLE V

PAYMENTS AND EXPENSES

5.1 CONTINGENCIES. COLLECTOR' compensation for the Services provided hereunder, shall be a Contingency which shall be calculated based on the following: [redacted] (forty five percent) of the aggregate collections.

COLLECTOR shall calculate its Contingency based on the Recovery Proceeds and is entitled to retain such amounts as payment for the Services hereunder.

5.2 REMITTANCE. COLLECTOR shall on a monthly basis forward to ADP the portion of the Recovery Proceeds owed to ADP, after the COLLECTORS Contingency deduction based on the calculations set forth in Section 5.1.

DIRECT PAY. COLLECTOR shall be entitled to a Contingency as provided in paragraph 5.1 above on all payments made directly to ADP during the Recovery Period on Claims placed by ADP with COLLECTOR ("Direct Pay"). ADP shall notify COLLECTOR on a monthly basis of all direct payments, or if COLLECTOR becomes aware of such payment, COLLECTOR will notify ADP. Upon verification by ADP of its receipt of the Recovery Proceeds and confirmation to COLLECTOR of the

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Contingency due and owing, COLLECTOR may calculate and invoice ADP for said Contingency.

5.3 COUNTERCLAIMS. In the event that a counterclaim is filed against ADP, ADP agrees to pay local counsel on an hourly basis for defense representation, but ADP retains the right to seek other counsel for defense. The amount to be paid on an hourly basis shall be in writing and signed by both ADP and ADP's local counsel

5.4 INVOICES. COLLECTORS' invoices shall be paid by ADP within 30 days following ADP's receipt of an invoice.

ARTICLE VI

WORK PRODUCT & CONFIDENTIALITY

6.1 WORK PRODUCT. All documents prepared (alone or with others) in connection with COLLECTORS Services for ADP (the "Work Product"), shall be the sole and exclusive property of ADP. COLLECTOR acknowledges that the Work Product is proprietary to ADP and has been specifically developed for ADP.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1 COMPLIANCE WITH LAW. All recovery efforts by COLLECTOR, its agents, and employees, shall be done in a lawful manner and shall comply with all applicable federal, state, and municipal laws, statutes and regulations.

7.2 PERFORMANCE. COLLECTOR warrants that the Services will be performed in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in performing services of a similar nature under similar circumstances by personnel with requisite skills and qualifications needed to carry out such work.

ARTICLE VIII

INDEMNIFICATION

8.1 INDEMNITY. ADP hereby agrees to indemnify, defend, protect and hold harmless COLLECTOR, its parent, subsidiaries, and affiliates, and their officers, directors, shareholders, employees, agents, successors and assigns from and against any and all claims, costs, loss, liability, damage, injury, death, or expense (including court

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costs and reasonable attorneys fees) that COLLECTOR may incur arising out of or related to the acts, errors or omissions by ADP, or its agents, employees or servants.

COLLECTOR hereby agrees to indemnify, defend, protect and hold harmless ADP, its parent and affiliates, and their officers, directors, shareholders, employees, agents, successors and assigns from and against any and all debts, costs, liability, damage or expense (including court costs and reasonable attorney's fees) that ADP may incur arising out of or related to the acts, errors, or omissions by COLLECTOR, or its agents, employees, or servants.

ARTICLE IX

AUDITS & INSPECTIONS

9.1 AUDITS AND INSPECTIONS. COLLECTOR shall maintain records of each Claim placed by ADP in such a manner as to be auditable by ADP, as well as related to any Recovery Proceeds, Contingency Fees or Expenses hereunder. ADP shall have the right at any time or times during COLLECTORS usual business hours and upon reasonable notice to inspect all records and materials of COLLECTOR relating to Claims, including without limitations, all records and materials relating to the collections received on such Claims.

ARTICLE X

TERMINATION

10.1 TRANSITION. Upon termination of this Agreement, and at ADP's request, COLLECTOR shall provide all commercially reasonable transition services for ADP to help facilitate an orderly transition of the Services, the Work Product, and ADP's Confidential Information to ADP or to a third party designated by ADP. In such event, COLLECTOR shall continue to earn Contingencies with respect to Recovery Proceeds received by COLLECTOR or ADP on Claims. in a manner consistent with Sections 3.9 and 5.1 of this Agreement. COLLECTOR shall use reasonable efforts to accommodate the transition schedule requested by ADP.

10.2 DUTIES UPON TERMINATION. Any mutual obligation of the parties to indemnify each other will survive any such termination and any other rights and obligations of ADP hereunder shall remain in full force and effect until all of the liabilities and obligations under this agreement are paid in full and completed.

ARTICLE XI

MISCELLANEOUS

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11.1 NO WAIVER. COLLECTOR agrees that no delay on the part of ADP in exercising any power or right hereunder shall operate as a waiver of any such power or right, preclude other or further exercise thereof, or the exercise of any other power or right. No waiver whatsoever shall be valid unless in writing signed by ADP and then only to the extent set forth therein. ADP agrees that no delay on the part of COLLECTOR in exercising any power or right hereunder shall operate as a waiver of any such power or right preclude other or further exercise thereof, or the exercise of any other power or right. No waiver whatsoever shall be valid unless in writing signed by COLLECTOR and then only to the extent set forth therein.

11.2APPLICABLE LAW. ADP and COLLECTOR expressly agree that any and all disputes, claims or litigation arising from or related in any way to this Agreement shall be resolved exclusively by the courts of the State of Nevada, County of Washoe.

11.3LIMITATION OF DAMAGES. Except for ADP's and COLLECTORS indemnification obligations set forth in section 8.1 above, neither party shall be liable to the other party or to any third party for any consequential or incidental damages arising out of or related to this agreement, even if the party has been advised of the possibility of such damages.

11.4 TITLES. The titles and headings indicated herein are inserted for convenience only and shall not be considered a part of this Agreement or in any way limit the construction or interpretation of this Agreement.

11.5 NON-ASSIGNMENT. ADP shall have no right to assign this Agreement and any attempted assignment not in accordance with the terms of this subsection shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of each of the parties, their permitted successors and assigns.

11.6 ENTIRE AGREEMENT. This Agreement contains the entire agreement between ADP and COLLECTOR. No representations, promises or conditions not incorporated herein shall be binding upon either party.

11.7 SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under law, but if any provision of this Agreement shall be prohibited by or invalid under law, such provision shall be ineffective to the extent of such prohibition of invalidity without invalidating the remainder of such provision or the remaining provision of this Agreement.

11.8 MODIFICATIONS. No modifications or amendment to this Agreement shall be binding unless made in writing and signed by each party.

11.9 WAIVER CLAUSE. No failure on the part of either party to exercise any of its rights and remedies granted hereunder or to insist upon strict compliance by the

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other party shall constitute a waiver of such party's right to demand exact compliance with the terms hereof.

11.10 RULES OF PROFESSIONAL CONDUCT. COLLECTOR, including its attorneys, employees, and agents, is responsible to observe the law comply with any and all Federal, State and municipal collections practices and adhere to the Fair Debt Collections Practices Act (FDCPA).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their proper and duly authorized officers as of the day and year first above written.

Alternative Debt Portfolios, L.P.

By: _____

Name: Eric Ganglaff

Title: Managing Director

Collector

By: _____

Name: Wayne M. Barnette

Title: CEO

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase a Membership in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
17.8%	$2,915.92	$7,200.00	$10,115.92	$10,915.92

Number of Payments	Amount of Payments	Payments are Due
48	$210.75	November 15, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$8,000.00
2. Down Payment (excluding processing fees and membership dues)	$800.00
3. Amount Financed	$7,200.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 Hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this August 16, 2006.

Seller: Vacation Resort Management

By: Carrie Byrne
Co. Representative

Contract #: 3885

Borrower: Nikole Aponte
NIKOLE APONTE

Borrower: JOSH SKALKA

Member #:

Blumberg No. 5138

STATE'S EXHIBIT
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Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase a Membership in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resorts Management

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	AMOUNT FINANCED The amount of credit provided to you or on your behalf	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments	TOTAL COST The total cost of your purchase on credit, incl. your down payment
17.8 %	$3,255.31	$ 6,295.50	$ 9,550.81	$10,250.31

Number of Payments	Amount of Payments	Payments are Due
60	$ 159.18	January 30, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$ 6,995.00
2. Down Payment (excluding processing fees and membership dues)	$ 699.50
3. Amount Financed	$ 6,295.50

You agree to pay Vacation Resorts Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 hours to Vacation Resorts Management 903 Commerce Dr Suite 140 Oak Brook, IL 60523. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this 17th day of November, 2005.

Seller: Vacation Resorts Management

By: _____
Co. Representative

Borrower: _____
Arturo Azcona

Borrower: _____
Daniela Azcona

Contract # : _____

Membership # : _____

STATE'S EXHIBIT

PURCHASE AGREEMENT
Vacation Resort Management

Enrollment Service Contract

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business at Crown Point, IN. You , Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #	Date of Sale: 11/17/05
Buyer: **Arturo Azcona** **Danielle Azcona** [redacted]	☒ Platinum Service ☐ Gold Service
# of RCI points: **34,000** # of Star Weeks	Purchase Price **$ 6,995.00** Optional VRM Membership ~~$49/Yr~~

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with RCI points resorts and Star Vacation Club Membership Services.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain RCI points based inventory. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with RCI points resorts. Seller will administer the process of obtaining RCI points as well as membership into Star Vacation Club.
   a) Seller will process enrollment on behalf of Buyer into the RCI exchange program
   b) Seller will process enrollment on behalf of Buyer into Star Vacation Club
   c) Seller will arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI points affiliated Resorts.
   d) Seller will provide an orientation and/or training on how to best understand and use their memberships with RCI and/or Star Vacation Club only at the Buyers request.
   e) Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$ 6,995.00**. Buyer has delivered to the Seller, the sum of **$ 699.50** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)

   ( ) a) By paying to the Seller, in cash or by cashier's check, the sum of **$ 6,295.50** within ten days from the date of this Agreement.

   (✓) b) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$ 159.18** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a) If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b) Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Oak Brook, IL. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association, individual and/or travel club. Upon completion of transfer of ownership and membership enrollment with RCI and/or Star Vacation Club, Sellers obligation to Buyer will be deemed fulfilled. While it is anticipated that RCI and/or Star Vacation Club will continue, RCI and Star make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by RCI or Star Vacation Club. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
903 Commerce Dr #140
Oakbrook, IL 60523

Buyer: **Arturo Azcona & Danielle Azcona**
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into Star Vacation Club, RCI resorts or contracted developer of deeded inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted developers, home owners associations or individuals to Buyer provided that the RCI points value of such inventory reflects points equal to or greater than the number of points anticipated yearly by Buyer at the time of purchase. RCI has the right to adjust point values based on supply and demand at their sole discretion.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into RCI points exchange and/or Star Vacation Club membership. Each membership will require yearly dues to continue services. Seller will pay the Buyers dues for the 1st year. Renewal of all future dues is the Buyers obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from RCI and Star must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that

a) Buyer is purchasing a service contract that requires seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership to Buyer from contracted developers, resellers, homeowners association management companies and individuals, which can be used for participation in the RCI points resort program.
b) Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory with a points value equal to or greater than the number of points the Buyer wishes to obtain through this service Agreement.
c) Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$ 649.00**, which is the Buyers sole responsibility to pay and keep current to maintain ownership of any said resort week.

d) Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise herunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this 17th day of November, 2005.

"SELLER"

"BUYER"

Harbor Management Resort Group
Purchase Proposal

Member ID: 35884
Contract #:
Date: 11-30-06

Name 1: Jamey Barnett
Name 2:
Address: [redacted]
State: IN
Home Phone: [redacted]

SS# /D.O.B. 1: [redacted]
SS#/D.O.B. 2:
City: Laporte
Zip: 46330
Work Phone: 219-828-1595

TOTAL SALES PRICE	~~12,990.00~~	4900
Initial Downpayment	~~1,299.00~~	490
Amount Financed	~~11,691.00~~	~~4~~4410
Terms		
Months	60	
Rate	17.80%	
Service Fee	0.00	
Monthly Payment	~~$295.00~~	

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Payment Method: o Cash o Check o MC o VISA o AMEX
SURE PAY: Yes x No

Comments: 12 Getnay Weeks EOY 288

Front End Breon
Back End
Manager: Angelo/Simon
VLO:

x [signature]
Applicant 1 Signature

x
Applicant 2 Signature

contract signed 11-30-06 btwn 8-9 p.m.

This is a Proposal and not a contract. Subject to execution of final contract and/or lending documents

Blumberg No. 5138
STATE'S EXHIBIT
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PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **7478**	Date of Sale: **11/30/2006**
Buyer: **JAMEY BARNETT** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$4,900.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$4,900.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$4,410.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$111.51** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HMRG
1050 W. Flamingo Road Suite S 305
Las Vegas, Nevada 89119

Buyer: **JAMEY BARNETT**

[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$288.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 120 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this November 30, 2006.

Seller: _____ Buyer: _____
JAMEY BARNETT

Seller: _____ Buyer: _____

Harbor Management Resort Group
Purchase Proposal

Member ID: 35884
Contract #:
Date: 11-30-06

Name 1: Jamey Barnett
Name 2:
Address: [redacted]
State: IN
Home Phone: [redacted]

SS# /D.O.B. 1: [redacted]
SS#/D.O.B. 2:
City: Laporte
Zip: 46330
Work Phone: 219-878-1595

TOTAL SALES PRICE	~~12,990.00~~	4900
Initial Downpayment	~~1,299.00~~	490
Amount Financed	~~11,691.00~~	4410
Terms		
Months	60	
Rate	17.80%	
Service Fee	0.00	
Monthly Payment	~~$295.60~~	111

449

Payment Method: o Cash o Check o MC o VISA o AMEX
SURE PAY: Yes x No

Comments: 12 Getway Weeks EOY 288

Front End Brown
Back End
Manager: Angelo/Simon
VLO:

x
Applicant 1 Signature

x
Applicant 2 Signature

contract signed 11-30-06 btwn 8-9 pm.

This is a Proposal and not a contract. Subject to execution of final contract and/or lending documents

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **7478**	Date of Sale: **11/30/2008**
Buyer: **JAMEY BARNETT** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$4,900.00**

1. PURCHASE AGREEMENT; By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$4,900.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$4,410.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$111.51** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

St. Johann Alpenland Resort Corporation

PURCHASER'S ACKNOWLEDGEMENT

Contract No.: 7478

ATTENTION: Before your Purchase Contract is signed, please read and initial that you understand and acknowledge the following items. If you do not understand or if you have any questions concerning any item, please obtain this information from your sales representative BEFORE initialing any item.

By my initials, I, the undersigned, acknowledge that I understand and agree to each of the following items:

Initials

1. I have read and understand all the terms of my Purchase Contract. JB / _____
2. I acknowledge that I am of legal age and have the financial ability to become an Interval Owner. JB / _____
3. I understand that my Purchase Contract shall not be affected or altered by any representation or agreement, oral or otherwise, not contained in my Purchase Contract. JB / _____
4. I acknowledge that I have received the required Truth-in-Lending Disclosure Statement (if I am financing my purchase). JB / _____
5. I purchased my interval(s) for my personal use and not as an investment. Further, my purchase of the Interval Program is not one of an investment nature. No reference to, rental program, rental income or resale income whatsoever has been made to me (us) which has influenced my (our) decision to purchase. JB / _____
6. I understand that Seller has no resale program, and no representations have been made that Seller can or will handle resales of my interval(s) in the future. JB / _____
7. Purchaser acknowledges that he has not been induced to make this purchase based on any specific exchange request, or on any other contingency. JB / _____
8. I understand that every Vacation Week consists of seven consecutive nights from the Saturday check-in time of 4:00 p.m. until the following Saturday check-out time of 10:00 a.m. JB / _____
9. If I, the members of my family, my guests or designees do not use my entire Vacation Week in a given year, the time cannot be accumulated or carried forward for future use at this Project, and no monetary refund of any kind will be made. JB / _____
10. I understand that absolutely no pets are allowed in the Units or elsewhere in the Project. JB / _____
11. I understand that I have purchased a week(s) usage at the Alpenland Resort during the f season and that I must reserve an type unit at least 90 days in advance of my arrival. This unit has a maximum occupancy of 4 people. JB / _____
12. I understand that seller has executed an agreement with Interval International (II) under which II will offer a reciprocal exchange service to purchasers. The purpose of this service is to allow purchasers the option of exchanging the use of his vacation week(s) at Alpenland, for occupancy at other resorts participating in the II exchange program. Purchasers' participation in the program is voluntary and subject to payment of annual dues, as is required by II. Exchange reservation policy procedure and fees are the sole responsibility of II. Any representations made regarding the exchange program are set forth in the literature provided by II. JB / _____
13. I (We) have not been pressured or promised anything that is not contained in the agreements which we have received. The following is a list of documents we have received: A) Purchase Agreement (Truth in Lending Statement); B) Acknowledgement; and C) Summary of Declaration. JB / _____
14. I (We) understand the following:
    a. I (We) have made a down payment of $0.00
    b. I (We) will be making 60 consecutive installments of $111.51
    c. I (We) have paid the first years dues to Interval International of $84.00 which is an annual amount optional to me (us)
    d. In addition, I will pay an annual maintenance fee currently established at $289.00 per interval. I (we) own. (This fee is subject to increase or decrease based on actual costs). JB / _____

It is understood that by reviewing and initialing this Acknowledgement I am indicating that I am aware of my rights, privileges, and obligations as an Interval Owner within Alpenland.

Seller: Rebecca Schmidt
St. Johann Alpenland Resort Corporation

Buyer: JB
JAMEY BARNETT

Buyer: _____

Comments: _____

ORIGINAL

6690.60

PURCHASE AGREEMENT
Vacation Resort Management

Enrollment Service Contract

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business in Crown Point, IN. You , Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **1917**	Date of Sale: **06/07/2006**
Buyer: **MORRIS BLACKMON** **JUNE BLACKMON** [redacted]	(X) Platinum Service ( ) Gold Service
# of RCI Points: **43500**	Purchase Price: **$7,995.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with RCI points resorts and Star Vacation Club Membership Services.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain RCI points based inventory. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with RCI points resorts. Seller will administer the process of obtaining RCI points as well as membership into Star Vacation Club.
   a. Seller will process enrollment on behalf of Buyer into the RCI exchange program
   b. Seller will process enrollment on behalf of Buyer into Star Vacation Club
   c. Seller will arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI points affiliated Resorts.
   d. Seller will provide an orientation and/or training on how to best understand and use their memberships with RCI and/or Star Vacation Club only at the Buyer's request.
   e. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$7,995.00**. Buyer has delivered to the Seller, the sum of **$799.50** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$7,195.50** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$181.94** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder

STATE'S EXHIBIT
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PROMISSORY NOTE

Amount Financed: $7,195.50 Membership #: _____ Date: June 7, 2006

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay **Vacation Resort Management** ,or order, the principal sum of **$7,195.50**, with interest on the unpaid balance from the date of this Note, until paid, at the rate of interest of **17.8%** percent per annum. Principal and interest shall be payable in **60** consecutive monthly installments of **$181.94**, on day **7** of each month beginning **August 7, 2006**. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the payment due date of month **60**.

If any installment under this Note is not paid when due and remains unpaid for 10 days after the scheduled due date specified by this Note, the entire principal amount outstanding and accrued interest thereon shall at once be due and payable to the Note holder. In the event that the Note holder must enforce this Note to collect any indebtedness or to enforce or interpret the Note through attorneys at law or under advice therefrom, Borrower agrees to pay all costs of collection and enforcement, including reasonable attorneys' fees whether or not suit is brought and/or whether incurred in connection with collection, trial, appeal, bankruptcy or other creditor's proceedings or otherwise.

Borrower shall pay to the Note holder a late charge of Fifteen ($15.00) Dollars for any payment not received by the Note holder within 10 days after the installment is due. This late charge is in addition to any "NSF" charges that may be applicable.

Borrower may prepay the entire principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due, and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

On a regular basis you will receive a statement showing all transactions during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

The indebtedness evidenced by this Note is effective this date, **June 7, 2006**.

Borrower: Morris Blackmon Date: 06/07/2006
MORRIS BLACKMON

Borrower: June Blackmon Date: 06/07/2006
JUNE BLACKMON

Contract #: 1917

D. TERM OF PARTICIPATION AGREEME

MEMBER INITIALS:

RCI policy is to service members where they res providing convenient hours and telephone access and, where appropriate, access to RCI Guides w peak their home language. If you do not have a residence address in the US, and only have a residence address outside the US, you will be serviced by the RCI regional office for the country where you reside. In that event, the fees charged will be those regularly charged in that region, and not those charged in the US.

I understand that the term of this Agreement is for three (3) years unless I have an existing RCI Points Membership, in which case this Agreement assumes the term of my existing RCI Points Membership. Weeks with start dates greater than 90 days from the date this Agreement is signed will automatically be deposited into the RCI Points system. To access my Home Week or Home Resort reservations for future travel dates, I must contact RCI to secure this Vacation Time.

E. ADDITIONAL OWNERS

(Additional owners' names must appear on the deed to the ownership or similar agreement.)

The maximum number of Additional Owners on each RCI Points membership is five (5) persons. Additional Owners will be serviced on the account but will not receive RCI Points materials or mailings. The Additional Owners' names are listed below:

ADDITIONAL OWNERS

Printed Name	Primary Member Initials (REQUIRED)	Date	Owner's Birthdate	Country(ies) of Citizenship
Printed Name	Primary Member Initials (REQUIRED)	Date	Owner's Birthdate	Country(ies) of Citizenship
Printed Name	Primary Member Initials (REQUIRED)	Date	Owner's Birthdate	Country(ies) of Citizenship
Printed Name	Primary Member Initials (REQUIRED)	Date	Owner's Birthdate	Country(ies) of Citizenship
Printed Name	Primary Member Initials (REQUIRED)	Date	Owner's Birthdate	Country(ies) of Citizenship

F. DEPOSIT INFORMATION

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Member does grant, convey, transfer and assign to Resort Condominiums International, LLC, and its lawful successors and assigns for the term of this Agreement (i) all rights of use, occupancy and enjoyment in respect to the identified Vacation Time; and (ii) the exclusive rights of access, occupancy, use and enjoyment of the Vacation Time. Member retains title to the Vacation Time, subject to this assignment. This assignment is to the benefit, use and enjoyment of Resort Condominiums International, LLC in accordance with the Terms and Conditions of RCI Points Network Membership and the Network Documents as defined therein.

Endless Vacation® magazine is the official publication of Resort Condominiums International, LLC. RCI benefits are obtained only via subscription to the *Endless Vacation®* magazine. Use of the term "Membership" is intended to denote subscription to the *Endless Vacation®* magazine.

I understand that I will be required to pay all expenses related to the Vacation Time as well as the current Network Dues during the terms of this Participation Agreement. This Participation Agreement shall be subject to the Network Documents and the terms and conditions attached to this Participation Agreement. I have read, and I agree to those terms and conditions. I further acknowledge receipt of pertinent materials, including the *Disclosure Guide to RCI Points*, where distribution of such Disclosure Guide is required by law.

PRIMARY MEMBER

Signature (REQUIRED)

Witness (REQUIRED)

SECONDARY MEMBER

Signature (REQUIRED)

Witness (REQUIRED)

G. SALESPERSON SIGNATURE _____

Original part to RCI, PO Box 80229, Indianapolis, IN 46280-0229. Copy for resort use.

PURCHASE AGREEMENT

Vacation Resort Management

Enrollment Service Contract

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business in Crown Point, IN. You , Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **3079**	Date of Sale: **07/18/2006**
Buyer: **CRYSTAL CORSEY** [redacted]	(X) Platinum Service ( ) Gold Service
# of RCI Points: **18500**	Purchase Price: **$6,000.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with RCI points resorts and Star Vacation Club Membership Services.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain RCI points based inventory. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with RCI points resorts. Seller will administer the process of obtaining RCI points as well as membership into Star Vacation Club.
   a. Seller will process enrollment on behalf of Buyer into the RCI exchange program
   b. Seller will process enrollment on behalf of Buyer into Star Vacation Club
   c. Seller will arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI points affiliated Resorts.
   d. Seller will provide an orientation and/or training on how to best understand and use their memberships with RCI and/or Star Vacation Club only at the Buyer's request.
   e. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$6,000.00**: Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$6,000.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$175.62** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder

Blumberg No. 5138
STATE'S EXHIBIT
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b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association, individual and/or travel club. Upon completion of transfer of ownership and membership enrollment with RCI and/or Star Vacation Club, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that RCI and/or Star Vacation Club will continue, RCI and Star make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by RCI or Star Vacation Club. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **CRYSTAL CORSEY**

[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into Star Vacation Club, RCI resorts or contracted developer of deeded inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted developers, home owners associations or individuals to Buyer provided that the RCI points value of such inventory reflects points equal to or greater than the number of points anticipated yearly by Buyer at the time of purchase. RCI has the right to adjust point values based on supply and demand at their sole discretion.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into RCI points exchange and/or Star Vacation Club membership. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from RCI and Star must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership to Buyer from contracted developers, resellers, homeowners association management companies and individuals, which can be used for participation in the RCI points resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory with a points value equal to or greater than the number of points the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly

maintenance fee of **$389.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.

d. Buyer understands and acknowledges that he has 72 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise herunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this July 18, 2006.

Seller: Daniel L Springer Buyer: Crystal L Corsey
CRYSTAL CORSEY

Seller: _____ Buyer: _____

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase a Membership in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
17.8%	$2,429.93	$6,000.00	$8,429.93	$8,429.93

Number of Payments	Amount of Payments	Payments are Due
48	$175.62	October 18, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$6,000.00
2. Down Payment (excluding processing fees and membership dues)	$0.00
3. Amount Financed	$6,000.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 Hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this July 18, 2006.

Seller: Vacation Resort Management

By: Daniel L. Springer
Co Representative

Contract #: 3079

Borrower: Crystal A Corsey
CRYSTAL CORSEY

Borrower: _____

Member #: _____

PURCHASE AGREEMENT

Vacation Resort Management

Interval International

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business at Oakbrook, IL. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **873**	Date of Sale: **04/09/2006**
Buyer: **CORNELL DAVIS** **PENNY DAVIS** [redacted]	(X) Interval Per Year (Annual) ( ) Interval EOY (Biennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$2,995.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Star Vacation Club Membership Services or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or Star Vacation Club only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$2,995.00**. Buyer has delivered to the Seller, the sum of **$299.50** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$2,695.50** within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$78.90** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days

Lumberg No. 5138
STATE'S EXHIBIT
N

notice at the option of the note holder

b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Oakbrook, IL. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II and/or Star Vacation Club, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II and/or Star Vacation Club will continue, II and Star make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II or Star Vacation Club. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **CORNELL DAVIS**
PENNY DAVIS
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into Star Vacation Club, II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange and/or Star Vacation Club membership. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from II and Star must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that

a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II and/or Star Vacation Club as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.

b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.

c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$291.12**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.

d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement

and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this April 9, 2006.

Seller: John Manus

Buyer: Cornell Davis Sr.
CORNELL DAVIS

Seller: _____

Buyer: Penny Davis
PENNY DAVIS

Star Vacation Club
Purchase Proposal

Tour ID #
Tour Date 4/9/06
Vendor:
Gifts :

Tour Time:

Name 1: Cornell Davis Sr.
SS# 1: [redacted]

Name 2: Penny Davis
SS# 2: [redacted]

Address: [redacted]
City: Hammond

State: Indiana
Zip: 46324

Home Phone: [redacted]
Work Phone: 219-398-4163

TOTAL SALES PRICE		2,995.00
Initial Downpayment		299.50
Amount Financed		2,695.50
Terms		
Months		~~96~~ 48
Rate	17.80%	
Service Fee		
Monthly Payment	~~($97.18)~~	$79

Payment Method: o Cash o Check o MC o VISA
SURE PAY: Yes x No

Comments: Alpenland

Front End Debby Brown
Manager:
Back End Reggie Pierce
VLO: John

Cornell Davis Sr.
Applicant 1 Signature

Penny Davis
Applicant 2 Signature

This is a Proposal and not a contract. Subject to execution of final contract and/or lending documents

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase a Membership in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resorts Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
0%	$0.00	$1,445.00	$1,445.00	$1,595.00

Number of Payments	Amount of Payments	Payments are Due
18	$80.28	April 5, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$1,595.00
2. Down Payment (excluding processing fees and membership dues)	$150.00
3. Amount Financed	$1,445.00

You agree to pay Vacation Resorts Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 hours to Vacation Resorts Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to GTEFCU

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this February 18, 2006.

Seller: Vacation Resorts Management

By: _____
Co. Representative

Contract #: 114

Borrower: Therese Drozd
THERESE DROZD

Borrower: _____
GEORGE DROZD

Member #: _____

STATE'S EXHIBIT

ICW/Star Vacation Club
Purchase Proposal

Member ID: _____
Contract #: _____
Date: _____

Name 1: DEAN EFANTIS **SS# 1:** [redacted]
Name 2: EMMA R EFANTIS **SS# 2:** [redacted]
Address: [redacted] **City:** VALPARAISO
State: IN **Zip:** 46385
Home Phone [redacted] **Work Phone:** 763 8045

TOTAL SALES PRICE		1,995.00
Initial Downpayment		0.00
Amount Financed		1,995.00
Terms		
Months		18
Rate	0.00%	
Service Fee		0.00
Monthly Payment	($110.83)	

~~Payment Method:~~ o Cash o Check o MC o VISA o AMEX
~~SURE PAY:~~ ~~Yes~~ No _____

Comments: 30,000 points - used over 3 years - Price Freeze for 6789.00 all money paid into program to be applied to purhase of points program

Front End [signature] Manager: BAMO
Back End CHRIS VLO: BAM

[signature]
Applicant 1 Signature

Emma R Efantis
Applicant 2 Signature

This is a Proposal and not a contract. Subject to execution of final contract and/or lending documents

STATE'S EXHIBIT
D

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase from Vacation Resort Management in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
0%	$0.00	$1,995.00	$1,995.00	$1,995.00

Number of Payments	Amount of Payments	Payments are Due
18	$110.83	July 15, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$1,995.00
2. Down Payment (excluding processing fees and membership dues)	$0.00
3. Amount Financed	$1,995.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this May 30, 2006.

Seller: Vacation Resort Management

By: _____

Contract #: 1750

Borrower: _____
DEAN EFANTIS

Borrower: _____
EMMA EFANTIS

Member #: _____

1 800 870 6211

PURCHASE AGREEMENT

Vacation Resort Management

Enrollment Service Contract

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business at Crown Point, IN. You , Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **669**	Date of Sale: **03/30/2006**
Buyer: **EARL FERRELL** **MICHELLE FERRELL** [redacted]	(X) Platinum Service ( ) Gold Service
# of RCI Points: **24200**	Purchase Price: **$6,995.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with RCI points resorts and Star Vacation Club Membership Services.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain RCI points based inventory. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with RCI points resorts. Seller will administer the process of obtaining RCI points as well as membership into Star Vacation Club.
   a. Seller will process enrollment on behalf of Buyer into the RCI exchange program
   b. Seller will process enrollment on behalf of Buyer into Star Vacation Club
   c. Seller will arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI points affiliated Resorts.
   d. Seller will provide an orientation and/or training on how to best understand and use their memberships with RCI and/or Star Vacation Club only at the Buyer's request.
   e. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$6,995.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$6,995.00** within ten days from the date of this Agreement.
   b. (✓) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$176.87** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder

STATE'S EXHIBIT

b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association, individual and/or travel club. Upon completion of transfer of ownership and membership enrollment with RCI and/or Star Vacation Club, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that RCI and/or Star Vacation Club will continue, RCI and Star make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by RCI or Star Vacation Club. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **EARL FERRELL**
MICHELLE FERRELL
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into Star Vacation Club, RCI resorts or contracted developer of deeded inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted developers, home owners associations or individuals to Buyer provided that the RCI points value of such inventory reflects points equal to or greater than the number of points anticipated yearly by Buyer at the time of purchase. RCI has the right to adjust point values based on supply and demand at their sole discretion.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into RCI points exchange and/or Star Vacation Club membership. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from RCI and Star must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership to Buyer from contracted developers, resellers, homeowners association management companies and individuals, which can be used for participation in the RCI points resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which deed inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory with a points value equal to or greater than the number of points the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly

maintenance fee of **$510.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.

d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise herunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement.

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this March 30, 2006.

Seller: _____ Buyer: _____
EARL FERRELL

Seller: _____ Buyer: _____
MICHELLE FERRELL

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase a Membership in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
17.8%	$3,617.01	$6,995.00	$10,612.01	$10,612.01

Number of Payments	Amount of Payments	Payments are Due
60	$176.87	May 25, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$6,995.00
2. Down Payment (excluding processing fees and membership dues)	$0.00
3. Amount Financed	$6,995.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this March 30, 2006.

Seller: Vacation Resort Management

By: _____
Co. Representative

Contract #: 669

Borrower: _____
EARL FERRELL

Borrower: _____
MICHELLE FERRELL

Member #: _____

PROMISSORY NOTE

Amount Financed: $6,995.00 Membership #: _____ Date: March 30, 2006

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay Vacation Resort Management ,or order, the principal sum of $6,995.00, with interest on the unpaid balance from the date of this Note, until paid, at the rate of interest of 17.8% percent per annum. Principal and interest shall be payable in 60 consecutive monthly installments of $176.87, on day 25 of each month beginning May 25, 2006. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the payment due date of month 60.

If any installment under this Note is not paid when due and remains unpaid for 10 days after the scheduled due date specified by this Note, the entire principal amount outstanding and accrued interest thereon shall at once be due and payable to the Note holder. In the event that the Note holder must enforce this Note to collect any indebtedness or to enforce or interpret the Note through attorneys at law or under advice therefrom, Borrower agrees to pay all costs of collection and enforcement, including reasonable attorneys' fees whether or not suit is brought and/or whether incurred in connection with collection, trial, appeal, bankruptcy or other creditor's proceedings or otherwise.

Borrower shall pay to the Note holder a late charge of Fifteen ($15.00) Dollars for any payment not received by the Note holder within 10 days after the installment is due. This late charge is in addition to any "NSF" charges that may be applicable.

Borrower may prepay the entire principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due, and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

On a regular basis you will receive a statement showing all transactions during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

The indebtedness evidenced by this Note is effective this date, March 30, 2006.

Borrower: EARL FERRELL Date: 03/30/2006

Borrower: MICHELLE FERRELL Date: 03/30/2006

Contract #: 669

ICW/Star Vacation Club
Purchase Proposal

Member ID: _____
Contract #: _____
Date: 1-4-06.

Name 1: Greg Fodor **SS# 1:** [redacted]

Name 2: Sharon Fodor **SS# 2:** [redacted]

Address: [redacted] **City:** Portage

State: IN **Zip:** 46368

Home Phone: 763-6373 **Work Phone:** _____

TOTAL SALES PRICE		1,395.00
Initial Downpayment		139.50
Amount Financed		1,255.50
Terms		
Months		18
Rate	0.00%	
Service Fee		0.00
Monthly Payment	$69.75	

Payment Method: o Cash o Check o MC o VISA o AMEX
SURE PAY: Yes x No _____

Comments: Hold 6995 1yr. All Benefits Hold 2 R.I. 9000 ex pay ALL MONIES APPLIED TO UPGRADE

Front End Shelly. Manager: _____

Back End [signature] VLO: _____

[signature]
Applicant 1 Signature

Sharon Fodor
Applicant 2 Signature

This is a Proposal and not a contract. Subject to execution of final contract and/or lending documents

STATE'S EXHIBIT R

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase a Membership in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resorts Management

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	AMOUNT FINANCED The amount of credit provided to you or on your behalf	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments	TOTAL COST The total cost of your purchase on credit, incl. your down payment
.0 %	$ 0.00	$ 1,255.50	$ 1,255.50	$ 1,395.00

Number of Payments	Amount of Payments	Payments are Due
18	$ 69.75	February 15, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$ 1,395.00
2. Down Payment (excluding processing fees and membership dues)	$ 139.50
3. Amount Financed	$ 1,255.50

You agree to pay Vacation Resorts Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 hours to Vacation Resorts Management 903 Commerce Dr Suite 140 Oak Brook, IL 60523. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

☐ Seller assigns its interest in this contract to GTEFCU.

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this 4th day of January, 2006.

Seller: Vacation Resorts Management

By: John Hanus
Co. Representative

Borrower: Greg Fodor

Borrower: Sharon Fodor

Contract # : _____

Membership # : _____

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **7633**	Date of Sale: **12/06/2006**
Buyer: **IRENE FRANCIS** **JEFF FRANCIS** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$4,309.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$4,309.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$3,878.10** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$113.51** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

STATE'S EXHIBIT S

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 120 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this December 6, 2006.

Seller: Rebecca Schuster Buyer: Irene Francis
IRENE FRANCIS

Seller: _____ Buyer: Jeff Francis
JEFF FRANCIS

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase from Vacation Resort Management in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
0%	$0.00	$1,445.00	$1,445.00	$1,595.00

Number of Payments	Amount of Payments	Payments are Due
18	$80.28	August 2, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$1,595.00
2. Down Payment (excluding processing fees and membership dues)	$150.00
3. Amount Financed	$1,445.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 Hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this July 2, 2006.

Seller: Vacation Resort Management

By: Griselda Brunt
Co. Representative

Contract #: 2645

Borrower: X EDWARD FRANK

Borrower: X Lorraine Frank
LORRAINE FRANK

Member #:

STATE'S EXHIBIT

PROMISSORY NOTE

Amount Financed: $1,445.00 Membership #: _____ Date: July 2, 2006

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay Vacation Resort Management ,or order, the principal sum of $1,445.00, with interest on the unpaid balance from the date of this Note, until paid, at the rate of interest of 0% percent per annum. Principal and interest shall be payable in 18 consecutive monthly installments of $80.28, on day 2 of each month beginning August 2, 2006. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the payment due date of month 18.

If any installment under this Note is not paid when due and remains unpaid for 10 days after the scheduled due date specified by this Note, the entire principal amount outstanding and accrued interest thereon shall at once be due and payable to the Note holder. In the event that the Note holder must enforce this Note to collect any indebtedness or to enforce or interpret the Note through attorneys at law or under advice therefrom, Borrower agrees to pay all costs of collection and enforcement, including reasonable attorneys' fees whether or not suit is brought and/or whether incurred in connection with collection, trial, appeal, bankruptcy or other creditor's proceedings or otherwise.

Borrower shall pay to the Note holder a late charge of Fifteen ($15.00) Dollars for any payment not received by the Note holder within 10 days after the installment is due. This late charge is in addition to any "NSF" charges that may be applicable.

Borrower may prepay the entire principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due, and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

On a regular basis you will receive a statement showing all transactions during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

The indebtedness evidenced by this Note is effective this date, July 2, 2006.

Borrower: _____ Date: 07/02/2006
EDWARD FRANK

Borrower: Lorraine Frank Date: 07/02/2006
LORRAINE FRANK

Contract #: 2645

ICW/Star Vacation Club
Purchase Proposal

Member ID:
Contract #:
Date: 7-2-06

Name 1: EDWARD FRANK **SS# 1:** [redacted]

Name 2: LORRAINE FRANK **SS# 2:** [redacted]

Address: [redacted] **City:** MICHIGAN CITY

State: IN 46360 **Zip:**

Home Phone: [redacted] **Work Phone:**

TOTAL SALES PRICE		1,595.00
Initial Downpayment		150.00
Amount Financed		1,445.00
Terms		
Months		18
Rate	**0.00%**	
Service Fee		0.00
Monthly Payment	**($80.28)**	

Payment Method: o Cash o Check o MC o VISA o AMEX
SURE PAY: **Yes** x **No**

Comments:

Front End Don Campbell Manager: Wil Duke

Back End VLO: Griselda Brunt

Applicant 1 Signature

Lorraine Frank
Applicant 2 Signature

This is a Proposal and not a contract. Subject to execution of final contract and/or lending documents

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase from Vacation Resort Management in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
0%	$0.00	$1,445.00	$1,445.00	$1,595.00

Number of Payments	Amount of Payments	Payments are Due
18	$80.28	July 15, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$1,595.00
2. Down Payment (excluding processing fees and membership dues)	$150.00
3. Amount Financed	$1,445.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this May 12, 2006.

Seller: Vacation Resort Management

By: _____
Co. Representative

Contract #: 1442

Borrower: _____
WILLIAM GARNETT

Borrower: _____
CELSETE HOLLOWAY GARNETT

Member #: _____

STATE'S EXHIBIT 11

STATE'S EXHIBIT

Blumberg No. 5138

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510128**	Date of Sale: **03/14/2007**
Dorothy Campbell [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Biennial)
# of II Weeks: ___1___ II Membership Gold Premier Level	Purchase Price: $4,000.00

1. PURCHASE AGREEMENT. By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is $4,000.00Buyer has delivered to the Seller, the sum of $ 400.00 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $3,600.00 within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 105.37 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OB. ATIONS OF SELLER. The Seller is a c oration located at Las Vegas, in Nevada The Seller is simply providing a service of enrollment on Buyers behalf to obtain inventory with transfer of ownership directly from the contracted Developer homeowners association. Upon completion of transfer of ownership and membership enrollment with II and/or HRMG, Sellers obligation to Buyer will be deemed fulfilled While it is anticipated that II and/or HRMG will continue, II and HRMG make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II or HRMG. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HRMG
1050 Flamingo Rd Suite 305
Las Vegas, NV 89119

Buyer: **Dorothy Campbell**
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into HRMG, II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted. home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange and/or HRMG membership. Each membership will require yearly dues to continue services. Seller will pay the Buyers dues for the 1st year. Renewal of all future dues is the Buyers obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from II and HRMG must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II and/or HRMG as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of $ 288.00 which is the Buyers sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has ~~3~~ 5 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

510178

page 3

11. WAIVER. The wa by one party of the performance of a covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

never heard from them regarding installation letter until collection agency called

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. ~~Notwithstanding anything to~~ the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this 03/14/2007

Seller: _____ Buyer: _____
Dorothy Campbell

Seller: _____ Buyer: _____
~~Dorothy Campbell~~

Interval International
Purchase Proposal

Member ID: 2588
Contract #:
Date: 4/1/07

Name 1: Henry L. Cole, Jr.
SS# 1: [redacted]
Name 2: Danette Cole
SS# 2: [redacted]
Address: [redacted]
City: Merrillville
State: Indiana
Zip: 46410
Home Phone: [redacted]
Work Phone: [redacted]

TOTAL SALES PRICE	4,400.00
Initial Downpayment	~~440.00~~
Amount Financed	3,960.00

PIF

Terms

Months	60
Rate	~~17.80%~~
Service Fee	0.00
Monthly Payment	~~$100.13~~

Payment Method: o Cash o Check o MC ● VISA o AMEX
SURE PAY: Yes x No

Comments: **1 week every other year m/f 288 yearly**
6 getways every year
Gold member

Front End Jessie Crook
Manager: Dan Haddad
Back End Danny
VLO: VICTORIA BOETSCH

Henry L. Cole Jr.
Applicant 1 Signature
Danette Cole
Applicant 2 Signature

This is a Proposal and not a contract. Subject to execution of final contract and/or lending documents

Blumberg No. 5138
STATE'S EXHIBIT
W

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510441**	Date of Sale: **04/01/2007**
Henry L. Cole Jr. **DANNETTE COLE** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Biennial)
# of II Weeks: __1__ II Membership Gold Premier Level	Purchase Price: $4,400.00

1. PURCHASE AGREEMENT. By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is $4,400.00Buyer has delivered to the Seller, the sum of $4,400.00 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $ 0.00 within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 0.00 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, in Nevada The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II and/or HRMG, Sellers obligation to Buyer will be deemed fulfilled. While it is anticipated that II and/or HRMG will continue, II and HRMG make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II or HRMG. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller:HRMG
3101 Spring Mountain Rd Ste 3
Las Vegas, NV 89102

Buyer:Henry L. Cole Jr. DANNETTE COLE
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into HRMG, II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange and/or HRMG membership. Each membership will require yearly dues to continue services. Seller will pay the Buyers dues for the 1st year. Renewal of all future dues is the Buyers obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from II and HRMG must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II and/or HRMG as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a quarterly maintenance fee of $ 72.00 which is the Buyers sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this 04/01/2007

Seller: _____ Buyer: _____
Henry L. Cole Jr.

Seller: _____ Buyer: _____
[redacted]
Dannette Cole

PURCHASE AGREEMENT

Vacation Resort Management

Enrollment Service Contract

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business at Crown Point, IN. You , Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **650**	Date of Sale: **03/29/2006**
Buyer: **JAMES GEDDA** **MARTHA GEDDA** [redacted]	(X) Platinum Service ( ) Gold Service
# of RCI Points: **24200**	Purchase Price: **$6,495.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with RCI points resorts and Star Vacation Club Membership Services.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain RCI points based inventory. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with RCI points resorts. Seller will administer the process of obtaining RCI points as well as membership into Star Vacation Club.
   a. Seller will process enrollment on behalf of Buyer into the RCI exchange program
   b. Seller will process enrollment on behalf of Buyer into Star Vacation Club
   c. Seller will arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI points affiliated Resorts.
   d. Seller will provide an orientation and/or training on how to best understand and use their memberships with RCI and/or Star Vacation Club only at the Buyer's request.
   e. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$6,495.00**. Buyer has delivered to the Seller, the sum of **$319.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$6,176.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$156.16** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money securily interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   [illegible] If a default should occur in the payments of the installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder

umberg No. 5138

STATE'S EXHIBIT

X

b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association, individual and/or travel club. Upon completion of transfer of ownership and membership enrollment with RCI and/or Star Vacation Club, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that RCI and/or Star Vacation Club will continue, RCI and Star make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by RCI or Star Vacation Club. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **JAMES GEDDA**
MARTHA GEDDA
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into Star Vacation Club, RCI resorts or contracted developer of deeded inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted developers, home owners associations or individuals to Buyer provided that the RCI points value of such inventory reflects points equal to or greater than the number of points anticipated yearly by Buyer at the time of purchase. RCI has the right to adjust point values based on supply and demand at their sole discretion.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into RCI points exchange and/or Star Vacation Club membership. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from RCI and Star must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership to Buyer from contracted developers, resellers, homeowners association management companies and individuals, which can be used for participation in the RCI points resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory with a points value equal to or greater than the number of points the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly

maintenance fee of **$510.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.

d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise herunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

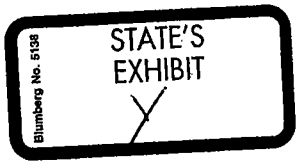
15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this March 29, 2006.

Seller: _____ Buyer: _____
JAMES GEDDA

Seller: _____ Buyer: _____
MARTHA GEDDA



PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **9534**	Date of Sale: **02/15/2007**
Buyer: **VICTOR JONES** **JOYCE JONES** [redacted]	(X) Interval Per Year (Annual) ( ) Interval EOY (Bi-Ennial)
# of II Weeks: **1** II Membership Gold Premier Level	Purchase Price: **$7,995.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$7,995.00**. Buyer has delivered to the Seller, the sum of **$799.50** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$7,195.50** within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$181.94** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HMRG
1050 E. Flamingo Road Suite S 305
Las Vegas, Nevada 89119

Buyer: **VICTOR JONES**
JOYCE JONES
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$576.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 120 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this February 15, 2007.

Seller: _____ Buyer: _____
VICTOR JONES

Seller: _____ Buyer: _____
JOYCE JONES

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 120 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this February 15, 2007.

Seller: _____ Buyer: _____
VICTOR JONES

Seller: _____ Buyer: _____
JOYCE JONES

PURCHASE AGREEMENT

Vacation Resort Management

Enrollment Service Contract

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business at Crown Point, IN. You , Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **1862**	Date of Sale: **06/04/2006**
Buyer: **ERNEST MCFALL** **JESSICA MCFALL** [redacted] [redacted]8	(X) Platinum Service ( ) Gold Service
# of RCI Points: **39500**	Purchase Price: **$7,000.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with RCI points resorts and Star Vacation Club Membership Services.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain RCI points based inventory. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with RCI points resorts. Seller will administer the process of obtaining RCI points as well as membership into Star Vacation Club.
   a. Seller will process enrollment on behalf of Buyer into the RCI exchange program
   b. Seller will process enrollment on behalf of Buyer into Star Vacation Club
   c. Seller will arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI points affiliated Resorts.
   d. Seller will provide an orientation and/or training on how to best understand and use their memberships with RCI and/or Star Vacation Club only at the Buyer's request.
   e. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$7,000.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$7,000.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$176.99** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder

645.00

Blumberg No. 5138

STATE'S EXHIBIT Z

b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association, individual and/or travel club. Upon completion of transfer of ownership and membership enrollment with RCI and/or Star Vacation Club, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that RCI and/or Star Vacation Club will continue, RCI and Star make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by RCI or Star Vacation Club. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **ERNEST MCFALL**
JESSICA MCFALL
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into Star Vacation Club, RCI resorts or contracted developer of deeded inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted developers, home owners associations or individuals to Buyer provided that the RCI points value of such inventory reflects points equal to or greater than the number of points anticipated yearly by Buyer at the time of purchase. RCI has the right to adjust point values based on supply and demand at their sole discretion.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into RCI points exchange and/or Star Vacation Club membership. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from RCI and Star must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership to Buyer from contracted developers, resellers, homeowners association management companies and individuals, which can be used for participation in the RCI points resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory with a points value equal to or greater than the number of points the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly

maintenance fee of **$575.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.

d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise herunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this June 4, 2006.

Seller: Rebecca Schwab Buyer: Ernest McFall
ERNEST MCFALL

Seller: _____ Buyer: Jessica McFall
JESSICA MCFALL

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase a Membership in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
17.8%	$3,619.60	$7,000.00	$10,619.60	$10,619.60

Number of Payments	Amount of Payments	Payments are Due
60	$176.99	August 4, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$7,000.00
2. Down Payment (excluding processing fees and membership dues)	$0.00
3. Amount Financed	$7,000.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this June 4, 2006.

Seller: Vacation Resort Management

By: Rebecca Schwab

Contract #: 1862

Borrower: Ernest McFall
ERNEST MCFALL

Borrower: Jessica McFall
JESSICA MCFALL

Member #:

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510072**	Date of Sale: **03/08/2007**
Ron Killingsworth [redacted]	( ) Interval Per Year (Annual) ( ) Interval EOY (Biennial)
# of II Weeks: ___1___ II Membership Gold Premier Level	Purchase Price: $4,900.00

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is $4,900.00Buyer has delivered to the Seller, the sum of $4,900.00 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $ 0.00 within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 0.00 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT, In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

jmberg No. 5138
STATE'S EXHIBIT
AA

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, in Nevada The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II and/or HRMG, Sellers obligation to Buyer will be deemed fulfilled. While it is anticipated that II and/or HRMG will continue, II and HRMG make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II or HRMG. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HRMG
1050 Flamingo Rd Suite 305
Las Vegas, NV 89119

Buyer: **Ron Killingsworth**
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into HRMG, II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange and/or HRMG membership. Each membership will require yearly dues to continue services. Seller will pay the Buyers dues for the 1st year. Renewal of all future dues is the Buyers obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from II and HRMG must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II and/or HRMG as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of $ 288.00 which is the Buyers sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this 03/08/2007

Seller: Rebecca Schwal Buyer: R. Killingsworth
Ron Killingsworth

Seller: _____ Buyer: _____
Ron Killingsworth

STATE'S EXHIBIT
BB

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **8647**	Date of Sale: **01/14/2007**
Buyer: **CONNIE S. PLUIMER** **STEPHEN L. PLUIMER** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$4,500.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$4,500.00**. Buyer has delivered to the Seller, the sum of **$2,500.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$2,000.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$83.33** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 120 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this January 14, 2007.

Seller: _____ Buyer: X Connie S Pluimer
X CONNIE S. PLUIMER

Seller: _____ Buyer: X
X STEPHEN L. PLUIMER

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase from Vacation Resort Management in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
0%	$0.00	$1,445.00	$1,445.00	$1,595.00

Number of Payments	Amount of Payments	Payments are Due
18	$80.28	June 25, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$1,595.00
2. Down Payment (excluding processing fees and membership dues)	$150.00
3. Amount Financed	$1,445.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this April 28, 2006.

Seller: Vacation Resort Management

By: X Aaron Coberg
Sr. Representative

Contract #: 1180

Borrower: Ronald Richmond
RONALD RICHMOND

Borrower: Wanda S. Richmond
WANDA RICHMOND

Member #:

STATE'S EXHIBIT
CC

RCI POINTS ENTRY PROGRAM
PARTICIPATION AGREEMENT

A. Participant Information

Email: _____ Date: 04/28/2006

Resort Name: _____ Resort ID: _____

Applicant Name: Richmond, Ronald W. (Last / First / Middle Initial) **Social Security#:** [redacted]

Date Of Birth: 9/20/47 (Month / Day / Year) **Country(ies) of Citizenship:** _____

Applicant Name: Richmond, Wanda S (Last / First / Middle Initial) **Social Security#:** [redacted]

Date Of Birth: 4 20 46 (Month / Day / Year) **Country(ies) of Citizenship:** USA

Street Address: [redacted] **Home Phone:** [redacted]

[redacted] **Business Phone:** _____

City [redacted] Other Phone: _____

State/Zip 46310 **Sales Person:** _____

B. RCI Membership

I am an RCI member Yes ( ) No (✓)
The answer to this statement must be 'No' to participate in the RCI Points Entry Program.

C. Points Package

Indicate which one of the RCI Points Entry Program packages has been purchased:

One (1) year ( )	Two (2) years (✓)	Three (3) years ( )
30,000 Points	15,000 Points per Use Year (total of 30,000)	15,000 points per Use Years 1 and 2 with the added option to save Use Year 2 points into Use Year 3 (total of 30,000 Points)

D. Membership Term

This RCI Points Entry Program Participation Agreement shall be for a term of one (1), two (2), or three (3) years, as set forth in Section C above. The undersigned Participant can redeem the RCI Points Entry Program points for resort inventory during the indicated term. A Use Year is a twelve (12) month period. If the Participant's term is for more than one (1) year, then Use Year shall mean the annual recurring twelve (12) month period during the term. The commencement of the undersigned Participant's Use Year is determined by RCI and is based on the date RCI receives this RCI Points Entry Program Participation Agreement.

I understand that my use of and access to the RCI Points Entry Program is subject to and governed by the Terms and Conditions attached hereto or on the back of this Participation Agreement, which Terms and Conditions are incorporated herein and made a part hereof. I have read, and I agree to be bound by those Terms and Conditions.

Participant: Ronald Richmond RONALD RICHMOND Co-Participant: Wanda S. Richmond WANDA RICHMOND

Witness: _____ Witness: _____

STATE'S EXHIBIT
DD

Blumberg No. 5139

PURCHASE AGREEMENT

Vacation Resort Management

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business in Crown Point, IN. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **5809**	Date of Sale: **10/05/2006**
Buyer: **LEE SAULSBERRY** **JEAN SAULSBERRY** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$3,900.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$3,900.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$3,900.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$98.61** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **LEE SAULSBERRY**
JEAN SAULSBERRY
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. **TRANSFER OF OWNERSHIP**. Buyer hereby grants authority to Seller to transfer ownership from [redacted] homeowners associations to Buyer provided that the II interval(s) value of such inventory [redacted] anticipated yearly by Buyer at the time of purchase.

9. [redacted] will process the enrollment of Buyer into Interval Internationals exchange. [redacted] dues to continue services. Seller will pay the Buyer's dues for [redacted] is the Buyer's obligation and handled directly with each [redacted] Buyer is not obligated to renew any membership. Dues from must be [redacted]

10. [redacted] OF BUYER. Buyer consents, represents, warrants and [redacted]

a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$292.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
d. Buyer understands and acknowledges that he has 72 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 72 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this October 5, 2006.

Seller: Rebecca Schwal

Buyer: Lee Saulsberry
LEE SAULSBERRY

Seller: _____

Buyer: Jean Saulsberry
JEAN SAULSBERRY

ST. JOHANN ALPENLAND RESORT CORPORATION
INTERVAL PURCHASE AGREEMENT AND
TRUTH IN LENDING DISCLOSURE STATEMENT
(For use in United States of America)

Purchaser: DEVINE CONNECTION
Address: 1935 WEST 2 ND AVE.
City/State/Zip: GARY, IN 46404
Home Phone: 2198223077
Business Phone _____

Seller
St. Johann Alpenland Resort Corporation
1050 E. Flamingo Road Suite S 305
Las Vegas, Nevada 89119
United States of America

Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Purchaser, on the terms and conditions set forth in this contract, the timeshare interval(s) at the Alpenland Sport Hotel and Fitness Center, St. Johann, Pongau, Austria, described below, (the "Interval(s)"). The Interval(s) consists of the ownership of a specified number of shares in St. Johann Alpenland Resort Corporation, a corporation organized under the laws of the State of Delaware (the "Corporation"), and the right to reserve the occupancy of Unit(s) at the Alpenland Sport Hotel and Fitness Center within a specified Unit Designation for an interval during a specified Occupancy Period with a specified Preferred Date, all as set forth in the Declaration of Covenants, Conditions and Restrictions for Interval Ownership within the Alpenland Sport Hotel and Fitness Center, dated as of October 1, 1984 (the "Declaration"), and the exhibits to such Declaration, which are available from Seller upon request. A Summary of the Declaration, By-Laws and Rules and Regulations of the Corporation has been provided to Purchaser.

Unit Designation	Occupancy Period	Maximum Occupancy
		4

The following disclosures are made pursuant to the Federal Truth-in-Lending Act.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment
17.8%	$2,324.56	$4,495.50	$6,820.06	$7,319.66

Finance Charges begin to accrue upon the execution of the Interval Purchase Agreement. You will pay a fixed 17.8% annual interest rate on the unpaid principal balance as part of your monthly payments:

Number of Payments	Amount of Payments	When Payments are Due
60	$113.67	Day 18 of each month, beginning March 18, 2007

Purchaser is also obligated to pay an annual Maintenance Charge per interval currently established at _____
The Maintenance Charge may be increased or decreased as set forth in the Declaration.
Security for financing: You are giving a Promissory Note to the Seller, secured by a security interest in your timeshare interval(s).
Your interval(s) will be subject to forfeiture in the event you fail to make any payment due Seller.
You will not be penalized for prepayment in full pursuant to acceleration or otherwise.
Neither disability nor Credit Life Insurance is required in this transaction.

(a) Cash Price: $4,995.00 (b) Closing Costs: $_____ (c) Down Payment: $499.50

(d) Future Payments: $0.00 Amount Financed (e) (a plus b minus c): $4,495.50

Date: February 2, 2007

Purchaser: Devine Connection
DEVINE CONNECTION

Purchaser: _____

St. Johann Alpenland Resort Corporation

By: _____
Co. Representative and Title

_____
Name/Signature of sale agent submitting contract

FROM : FAX NO. : 2198869247 Mar. 01 2007 03:57PM P6

Lamberg No. 5138
STATE'S EXHIBIT
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PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **7160**	Date of Sale: **11/19/2006**
Buyer: **TOMMY SONS** **SAMANTHA SONS** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$8,000.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$8,000.00**. Buyer has delivered to the Seller, the sum of **$4,000.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$4,000.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$166.67** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

Blumberg No. 5138

STATE'S EXHIBIT

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date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (3) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HMRG
1050 W. Flamingo Road Suite S 305
Las Vegas, Nevada 89119

Buyer: **TOMMY SONS**
SAMANTHA SONS
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$585.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 72 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase a Membership in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
17.8%	$3,720.43	$7,195.00	$10,915.43	$11,215.43

Number of Payments	Amount of Payments	Payments are Due
60	$181.92	May 15, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$7,495.00
2. Down Payment (excluding processing fees and membership dues)	$300.00
3. Amount Financed	$7,195.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this March 21, 2006.

Seller: Vacation Resort Management

By: Co. Representative

Contract #: 511

Borrower: BRIAN SWISHER

Borrower:

Member #:

STATE'S EXHIBIT GG

Blumberg No. 5138

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

Blumberg No. 5138

STATE'S EXHIBIT

HH

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510312**	Date of Sale: **03/25/2007**
Edward L. Thomas **Lisa Y. Thomas** [redacted]	( ) Interval Per Year (Annual) ( ) Interval EOY (Biennial)
# of II Weeks: ___1___ II Membership Gold Premier Level	Purchase Price: $4,000.00

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is $4,000.00Buyer has delivered to the Seller, the sum of $ 400.00 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $3,600.00 within ten days from the date of this Agreement.
   b. (✓) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 91.03 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

ST. JOHANN ALPENLAND RESORT CORPORATION
INTERVAL PURCHASE AGREEMENT AND
TRUTH IN LENDING DISCLOSURE STATEMENT

(For use in United States of America)

Purchaser: Edward L. Thomas Lisa Y. Thomas
[redacted]
H.Phone: [redacted]4 Bus. Phone:

Seller Agent: Harbor Management, Inc
1050 E. Flamingo St Ste 305
Las Vegas, NV 89119

Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Purchaser, on the terms and conditions set forth in this contract, the timeshare Interval(s) at the Alpenland Sport Hotel and Fitness Center, St. Johann, Pongau, Austria, described below (the "Interval(s)"). The Interval(s) consists of the ownership of a specified number of shares in St. Johann Alpenland Resort Corporation, a corporation organized under the laws of the State of Delaware (the "Corporation"), and the right to reserve the occupancy of Unit(s) at the Alpenland Sport Hotel and Fitness Center within a specified Unit Designation for an Interval during a specified Occupancy Period with a specified Preferred Date, all as set forth in the Declaration of Covenants, Conditions and Restrictions for Interval Ownership within the Alpenland Sport Hotel and Fitness Center, dated as of October 1, 1984 (the "Declaration"), and the exhibits to such Declaration, which are available from Seller upon request. A Summary of the Declaration, By-Laws and Rules and Regulations of the Corporation has been provided to Purchaser.

Unit Designation	Membership Type	Maximum Occupancy
B Unit	B Unit Biennial	4

The following disclosures are made pursuant to the Federal Truth-in-Lending Act.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit, including your down payment
17.8%	$1,861.80	$3,600.00	$5,461.80	$4,000.00

Finance Charges begin to accrue upon the execution of the Interval Purchase Agreement. You will pay a fixed 17.8% annual interest rate on the unpaid principal balance as part of your monthly payments.

Number of Payments	Amount of Payments	When Payments are Due
60	$ 91.03	Day 09 of each month, beginning 05/09/2007

Purchaser is also obligated to pay a quarterly Maintenance Charge per Interval currently established at $ 72.00 The first payment will be due May 1, 2007. The Maintenance Charge may be increased or decreased as set forth in the Declaration.Security for financing: You are giving a Promissory Note to the Seller, secured by a security interest in your timeshare Interval(s).Your Interval(s) will be subject to forfeiture in the event you fail to make any payment due Seller. You will not be penalized for prepayment in full pursuant to acceleration or otherwise. Neither disability nor Credit Life Insurance is required in this transaction.

Cash	Closing	Down	Amount Financed
(a) Price: $4,000.00	(b) Costs: $ 0.00	(c) Payment: $ 400.00	(d) $3,600.00

THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF.

Within Five (5) Calendar Days of the date set forth below purchaser may cancel this contract for the purchase of a Time-share interval. Cancellation of the contract shall be without penalty to either party. If you elect to cancel your contract within the time period, you may do so by hand-delivering a notice thereof to the Seller or by mailing notice thereof by certified mail to the Seller or to Seller's agent for service of process.

Binding Effect

This contract is binding upon Seller and Purchaser and their heirs, legal representatives, successors and assigns, but it may not be assigned by Purchaser without the prior written consent of Seller. This contract supersedes any and all previous understandings and agreements between Seller and Purchaser and represents the entire agreement between Seller and Purchaser. NO REPRESENTATIONS OR INDUCEMENTS MADE PRIOR TO THIS CONTRACT, WHICH ARE NOT INCLUDED HEREIN, SHALL BE OF ANY FORCE AND EFFECT. This contract may only be amended or modified by an instrument in writing between Seller and Purchaser. This contract shall be construed under the laws of the State of Illinois.

You agree to pay Harbor Management Resort Group, or assignee, by automatic funds debit as designated or payment coupon, the total cost of your purchase, including all applicable interest from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above.

THE PARTIES ACKNOWLEDGE THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF ST. JOHANN ALPLENLAND CORPORATION'S BEHALF IS ONLY A SALES AGENT AND THAT THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY UPON THE EXPRESS WRITTEN APPROVAL OF ST. JOHANN ALPENLAND RESORT CORPORTION. UNTIL PURCHASER RECEIVES SAID APPROVAL THIS AGREEMENT SHALL BE CONSTRUED AS AN OFFER TO PURCHASE. SAID APPROVAL, IF IT IS TO COME, IS TO BE MADE VIA A SEPARATE DOCUMENT.

Date: 03/25/2007

Purchaser: Edward L. Thomas

Purchaser: Lisa Y. Thomas

St. Johann Alpenland Resort Corporation

By: Co. Representative and Title

R ail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase from Vacation Resort Management in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
0%	$0.00	$1,445.00	$1,445.00	$1,595.00

Number of Payments	Amount of Payments	Payments are Due
18	$80.28	June 14, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$1,595.00
2. Down Payment (excluding processing fees and membership dues)	$150.00
3. Amount Financed	$1,445.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this April 14, 2006.

Seller: Vacation Resort Management

By: Virgil Pearson
Co. Representative

Contract #: 958

Borrower: Robin Walton
ROBIN WALTON

Borrower: James E Walton
JAMES WALTON

Member #:

STATE'S EXHIBIT II

Blumberg No. 5138

STATE'S EXHIBIT
JJ

1-18-07

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **8759**	Date of Sale: **01/18/2007**
Buyer: **RUSSELL D. MARCUS** [redacted]US [redacted]R [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$5,995.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$5,995.00**. Buyer has delivered to the Seller, the sum of **$2,997.50** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$2,997.50** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$124.90** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

   Seller: HMRG
   1050 E. Flamingo Road Suite S 305
   Las Vegas, Nevada 89119

   Buyer: **RUSSELL D. MARCUS**
   KATHERINE WUCHNER MARCUS
   [redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$288.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 120 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this January 18, 2007.

Seller: Rebecca Schusler

Buyer: Russell D. Marcus
RUSSELL D. MARCUS

Seller: _____

Buyer: Katherine Wuchner Marcus
KATHERINE WUCHNER MARCUS

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

STATE'S EXHIBIT KK

Blumberg No. 5138

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510273**	Date of Sale: **03/23/2007**
Angela Newsum **Chad Newsum** [redacted]t [redacted]7	( ) Interval Per Year (Annual) (X) Interval EOY (Biennial)
# of II Weeks: ___1___ II Membership Gold Premier Level	Purchase Price: $4,900.00

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is $4,900.00Buyer has delivered to the Seller, the sum of $ 490.00 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $4,410.00 within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 129.08 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, in Nevada The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II and/or HRMG, Sellers obligation to Buyer will be deemed fulfilled. While it is anticipated that II and/or HRMG will continue, II and HRMG make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II or HRMG. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HRMG
1050 Flamingo Rd Suite 305
Las Vegas, NV 89119

Buyer: **Angela Newsum Chad Newsum**
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into HRMG, II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange and/or HRMG membership. Each membership will require yearly dues to continue services. Seller will pay the Buyers dues for the 1st year. Renewal of all future dues is the Buyers obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from II and HRMG must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II and/or HRMG as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a quarterly maintenance fee of $ 72.00 which is the Buyers sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this 03/23/2007

Seller: _____ Buyer: _____
Angela Newsum

Seller: _____ Buyer: _____
~~Angela~~ Newsum
Chad

PURCHASE AGREEMENT

Vacation Resort Management

Enrollment Service Contract

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business at Crown Point, IN. You , Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **1507**	Date of Sale: **05/16/2006**
Buyer: **MARK ROSE** **TERESA ROSE** [redacted]	(X) Platinum Service ( ) Gold Service
# of RCI Points: **24000**	Purchase Price: **$8,495.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with RCI points resorts and Star Vacation Club Membership Services.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain RCI points based inventory. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with RCI points resorts. Seller will administer the process of obtaining RCI points as well as membership into Star Vacation Club.
   a. Seller will process enrollment on behalf of Buyer into the RCI exchange program
   b. Seller will process enrollment on behalf of Buyer into Star Vacation Club
   c. Seller will arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI points affiliated Resorts.
   d. Seller will provide an orientation and/or training on how to best understand and use their memberships with RCI and/or Star Vacation Club only at the Buyer's request.
   e. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$8,495.00**. Buyer has delivered to the Seller, the sum of **$849.50** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$7,645.50** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$193.31** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT, In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder

Blumberg No. 5138

STATE'S EXHIBIT

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b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association, individual and/or travel club. Upon completion of transfer of ownership and membership enrollment with RCI and/or Star Vacation Club, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that RCI and/or Star Vacation Club will continue, RCI and Star make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by RCI or Star Vacation Club. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **MARK ROSE**
TERESA ROSE
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into Star Vacation Club, RCI resorts or contracted developer of deeded inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted developers, home owners associations or individuals to Buyer provided that the RCI points value of such inventory reflects points equal to or greater than the number of points anticipated yearly by Buyer at the time of purchase. RCI has the right to adjust point values based on supply and demand at their sole discretion.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into RCI points exchange and/or Star Vacation Club membership. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from RCI and Star must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that

a. Buyer is purchasing a service contract that requires seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership to Buyer from contracted developers, resellers, homeowners association management companies and individuals, which can be used for participation in the RCI points resort program.

b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory with a points value equal to or greater than the number of points the Buyer wishes to obtain through this service Agreement.

c. Buyer understands and acknowledges that transfer of ownership will place a yearly

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

STATE'S EXHIBIT MM

Blumberg No. 5138

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510594**	Date of Sale: **04/14/2007**
CHARITY FRIEND [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Biennial)
# of II Weeks: ___1___ II Membership	Purchase Price: $4,900.00

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company

3. PURCHASE PRICE, The total purchase price of this service contract is $4,900.00Buyer has delivered to the Seller, the sum of $ 490.00 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $4,410.00 within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 129.08 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT, In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, in Nevada The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II and/or HRMG, Sellers obligation to Buyer will be deemed fulfilled. While it is anticipated that II and/or HRMG will continue, II and HRMG make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II or HRMG. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HRMG
3101 Spring Mountain Rd Ste 3
Las Vegas, NV 89102

Buyer: **CHARITY FRIEND**
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into HRMG, II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange and/or HRMG membership. Each membership will require yearly dues to continue services. Seller will pay the Buyers dues for the 1st year. Renewal of all future dues is the Buyers obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from II and HRMG must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II and/or HRMG as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a quarterly maintenance fee of $ 72.00 which is the Buyers sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this 04/14/2007

Seller: _____ Buyer: _____
CHARITY FRIEND

Seller: _____ Buyer: _____
[redacted]

PURCHASE AGREEMENT

Vacation Resort Management

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business in Crown Point, IN. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **5117**	Date of Sale: **09/15/2006**
Buyer: **FARSHAWNA DRAPER** **DARRELL DRAPER** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$4,000.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$4,000.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$4,000.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$117.08** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **FARSHAWNA DRAPER**
DARRELL DRAPER
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$292.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 72 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 72 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this September 15, 2006.

Seller: _____ Buyer: X Far Shawna Draper
FARSHAWNA DRAPER

Seller: _____ Buyer: X Darrell Draper
DARRELL DRAPER

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **7375**	Date of Sale: **11/28/2006**
Buyer: **LORI CASTEN** **JAMES CASTEN** [redacted]	(X) Interval Per Year (Annual) ( ) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$6,999.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$6,999.00**. Buyer has delivered to the Seller, the sum of **$699.90** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$6,299.10** within ten days from the date of this Agreement.
   b. (✓) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$159.27** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

Blumberg No. 5138

STATE'S EXHIBIT

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date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail three (3)days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HMRG
1050 W. Flamingo Road Suite S 305
Las Vegas, Nevada 89119

Buyer: **LORI CASTEN**
JAMES CASTEN
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$576.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 72 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

Interval International
Purchase Proposal

Member ID: 3719
Contract #:
Date: 4/18/07

Name 1: Luetishia Armstrong **SS# 1:** [redacted]
Name 2: Sharlisha Armstrong **SS# 2:** [redacted]
Address: [redacted] **City:** Gary
State: In **Zip:** 46403
Home Phone: [redacted] **Work Phone:**

TOTAL SALES PRICE cell [redacted]		4,995.00
Initial Downpayment		499.50
Amount Financed		4,495.50
Terms		
Months		60
Rate	17.80%	
Service Fee		0.00
Monthly Payment	$113.67	

TOPAY ~~500~~ April 18th
~~299.50~~ May 1st

Payment Method: o Cash o Check o MC o VISA o AMEX
SURE PAY: Yes x No

AC

Comments: 1 week every other year; $288 yearly maintenance fee
8 getaway weeks every year
Gold Member

Front End Charles Tate Manager: Charles Tate
Back End VLO: Ryan Huffmaster

Applicant 1 Signature

Sharlisha Armstrong
Applicant 2 Signature

This is a Proposal and not a contract. Subject to execution of final contract and/or lending documents

Blumberg No. 5138
STATE'S EXHIBIT
PP

Butler

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

Blumberg No. 5138

STATE'S EXHIBIT QQ

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510256**	Date of Sale: **03/22/2007**
Bryan Butler Susan Butler [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Biennial)
# of II Weeks: ___1___ II Membership Gold Premier Level	Purchase Price: $4,900.00

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is $4,900.00Buyer has delivered to the Seller, the sum of $2,450.00 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $2,450.00 within ten days from the date of this Agreement.
   b. (✓) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 102.08 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

Butler

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, in Nevada The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II and/or HRMG, Sellers obligation to Buyer will be deemed fulfilled. While it is anticipated that II and/or HRMG will continue, II and HRMG make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II or HRMG. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HRMG
1050 Flamingo Rd Suite 305
Las Vegas, NV 89119

Buyer: **Bryan Butler Susan Butler**
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into HRMG, II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange and/or HRMG membership. Each membership will require yearly dues to continue services. Seller will pay the Buyers dues for the 1st year. Renewal of all future dues is the Buyers obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from II and HRMG must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II and/or HRMG as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a quarterly maintenance fee of $ 72.00 which is the Buyers sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

Butler

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this 03/22/2007

Seller: Cate K. [illegible] Buyer: Bryan Butler
Bryan Butler

Seller: _____ Buyer: Susan Butler
[redacted]
Susan Butler

Member ID# 2891

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510474**	Date of Sale: **04/05/2007**
GRETTA BOWYER [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Biennial)
# of II Weeks: ___1___ II Membership	Purchase Price: $5,900.00

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is $5,900.00Buyer has delivered to the Seller, the sum of $1,180.00 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $4,720.00 within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 138.16 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

STATE'S EXHIBIT

5. RIGHTS AND OBLIGATIONS OF SELLER: The Seller is a corporation located at Las Vegas, in Nevada The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II and/or HRMG, Sellers obligation to Buyer will be deemed fulfilled. While it is anticipated that II and/or HRMG will continue, II and HRMG make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II or HRMG. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HRMG
3101 Spring Mountain Rd Ste 3
Las Vegas, NV 89102

Buyer: **GRETTA BOWYER**
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into HRMG, II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange and/or HRMG membership. Each membership will require yearly dues to continue services. Seller will pay the Buyers dues for the 1st year. Renewal of all future dues is the Buyers obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from II and HRMG must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II and/or HRMG as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a quarterly maintenance fee of $ 72.00 which is the Buyers sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth in Lending contract page.

11. WAIVER. The waiver by [illegible] party of the performance of any cover[illegible], condition or promise shall not invalidate this Agreement, nor shall it be considered [illegible] waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this **04/05/2007**

Seller: Victor Bright Buyer: Gretta Bowyer
GRETTA BOWYER

Seller: _____ Buyer: _____

Harbor Management Resort Group
Purchase Proposal

Member ID:
Contract #:
Date:

Name 1: SCOTT W. CARTER
SS# /D.O.B. 1: [redacted] 4/14/58
Name 2: LINDA M. CARTER
SS#/D.O.B. 2: [redacted] 5/4/59
Address: [redacted]
City: HIGHLAND
State: [redacted]
Zip: 46322
Home Phone: [redacted]
Work Phone: [redacted]

TOTAL SALES PRICE		5,200.00
Initial Downpayment		2,600.00
Amount Financed		2,600.00
Terms		
Months		24
Rate		
Service Fee		0.00
Monthly Payment	**$108.33**	

Payment Method: o Cash o Check o MC o VISA o AMEX
SURE PAY: **Yes** x **No** ____

Comments: **1 week every other yr 288 m/f**
7 getaways a year !

Front End NICK
Manager: ANGELO
Back End
VLO: Rebecca Salvado

Scott W. Carter
Applicant 1 Signature

Linda M. Carter
Applicant 2 Signature

This is a Proposal and not a contract. Subject to execution of final contract and/or lending documents

STATE'S EXHIBIT
SS

1864-1

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **8268**	Date of Sale: **12/30/2006**
Buyer: **ANGELO DAVENPORT** **ROSE DAVENPORT** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$3,900.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$3,900.00**. Buyer has delivered to the Seller, the sum of **$390.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$3,510.00** within ten days from the date of this Agreement.
   b. (✓) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$88.75** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

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date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HMRG
1050 E. Flamingo Road Suite S 305
Las Vegas, Nevada 89119

Buyer: **ANGELO DAVENPORT**
ROSE DAVENPORT
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$288.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 120 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this December 30, 2006.

Seller: _____ Buyer: X _____ ANGELO DAVENPORT

Seller: _____ Buyer: X _____ ROSE DAVENPORT

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase a Membership in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl your down payment
17.8%	$2,792.26	$5,400.00	$8,192.26	$8,792.26

Number of Payments	Amount of Payments	Payments are Due
60	$136.54	November 15, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$6,000.00
2. Down Payment (excluding processing fees and membership dues)	$600.00
3. Future Payments Due	$0.00
4. Amount Financed	$5,400.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 Hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

(1) Seller assigns its interest in this contract to alternative debt portfolios.

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

WITNESS WHEREOF, the parties have duly executed this Agreement on this August 25, 2006.

Seller: Vacation Resort Management

Co. Representative

Contract #: 4273

Borrower: BRIAN HARMON

Borrower: KATRINA WEST

Member #:

STATE'S EXHIBIT
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Blumberg No. 5138

PROMISSORY NOTE

Amount Financed: $5,400.00 Membership #: _____ Date August 25, 2006

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay **Vacation Resort Management** or order the principal sum of **$5,400.00**, with interest on the unpaid balance from the date of this Note until paid, at the rate of interest of 17.8% percent per annum. Principal and interest shall be payable in **60** consecutive monthly installments of **$136.54**, on day **15** of each month beginning **November 15, 2006**. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the payment due date of month **60**

If any installment under this Note is not paid when due and remains unpaid for 10 days after the scheduled due date specified by this Note, the entire principal amount outstanding and accrued interest thereon shall at once be due and payable to the Note holder. In the event that the Note holder must enforce this Note to collect any indebtedness or to enforce or interpret the Note through attorneys at law or under advice therefrom, Borrower agrees to pay all costs of collection and enforcement, including reasonable attorneys' fees whether or not suit is brought and/or whether incurred in connection with collection, trial, appeal, bankruptcy or other creditor's proceedings or otherwise

Borrower shall pay to the Note holder a late charge of Fifteen ($15.00) Dollars for any payment not received by the Note holder within 10 days after the installment is due. This late charge is in addition to any "NSF" charges that may be applicable

Borrower may prepay the entire principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due, and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

On a regular basis you will receive a statement showing all transactions during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

The indebtedness evidenced by this Note is effective this date, **August 25, 2006**

Borrower: Brian Harmon
BRIAN HARMON Date: 08/25/2006

Borrower: Katrina West
KATRINA WEST Date: 08/25/2006

Contract # 4273

ICW/Star Vacation Club
Purchase Proposal

Member ID: _____
Contract #: _____
Date: 8-25-06

Name 1: Brian Harmon **SS# 1:** [redacted]

Name 2: Katrina West **SS# 2:** [redacted]

Address: [redacted] **City:** Lake Station

State: [redacted] **Zip:** 46405

Home Phone: [redacted] **Work Phone:** [redacted]

TOTAL SALES PRICE		6,000.00
Initial Downpayment		600.00
Amount Financed		5,400.00
Terms		
Months		60
	17.80%	
Service Fee		0.00
Monthly Payment	($136.54)	

Payment Method: o Cash o Check o MC o VISA o AMEX
SURE PAY: Yes x No _____

Comments: 40200 EOY - M/F 275/yr

Front End Sharon Manager: Angelo Callegari

Back End _____ VLO: _____

Brian Harmon
Applicant 1 Signature

Katrina West
Applicant 2 Signature

90 DAY

This is a Proposal and not a contract. Subject to execution of final contract and/or lending documents

PURCHASE AGREEMENT

Vacation Resort Management

Enrollment Service Contract

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business at Crown Point, IN. You , Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **209**	Date of Sale: **02/25/2006**
Buyer: **DIANE KALMAN** **STEVEN KALMAN** [redacted]	(X) Platinum Service ( ) Gold Service
# of RCI Points: **24200**	Purchase Price: **$6,995.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with RCI points resorts and Star Vacation Club Membership Services.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain RCI points based inventory. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with RCI points resorts. Seller will administer the process of obtaining RCI points as well as membership into Star Vacation Club.
   a. Seller will process enrollment on behalf of Buyer into the RCI exchange program
   b. Seller will process enrollment on behalf of Buyer into Star Vacation Club
   c. Seller will arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI points affiliated Resorts.
   d. Seller will provide an orientation and/or training on how to best understand and use their memberships with RCI and/or Star Vacation Club only at the Buyer's request.
   e. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$6,995.00**. Buyer has delivered to the Seller, the sum of **$699.50** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows. (check one)
   a. ( ) By paying to the Seller. in cash or by cashier's check, the sum of **$6,295.50** within ten days from the date of this Agreement.
   b. (✓) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$159.18** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort [illegible] through this service Agreement
   a. If a default should occur in the payments of the installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder

STATE'S EXHIBIT

b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association, individual and/or travel club. Upon completion of transfer of ownership and membership enrollment with RCI and/or Star Vacation Club, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that RCI and/or Star Vacation Club will continue, RCI and Star make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by RCI or Star Vacation Club. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **DIANE KALMAN**
STEVEN KALMAN
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into Star Vacation Club, RCI resorts or contracted developer of deeded inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted developers, home owners associations or individuals to Buyer provided that the RCI points value of such inventory reflects points equal to or greater than the number of points anticipated yearly by Buyer at the time of purchase. RCI has the right to adjust point values based on supply and demand at their sole discretion.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into RCI points exchange and/or Star Vacation Club membership. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from RCI and Star must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership to Buyer from contracted developers, resellers, homeowners association management companies and individuals which can be used for participation in the RCI points resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to [illegible] by [illegible] with a points value equal to or greater than the number of points the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly

maintenance fee of $510.00, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.

d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise herunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement.

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this February 25, 2006.

Seller: _____ Buyer: Sheila Diane Kalman
DIANE KALMAN

Seller: _____ Buyer: Steven D. Kalman
STEVEN KALMAN

PURCHASE AGREEMENT

Vacation Resort Management

Enrollment Service Contract

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business at Crown Point, IN. You , Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **124**	Date of Sale: **02/19/2006**
Buyer: **LUCILLE DUST** [redacted]	(X) Platinum Service ( ) Gold Service
# of RCI Points: **34600**	Purchase Price: **$7,295.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with RCI points resorts and Star Vacation Club Membership Services.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain RCI points based inventory. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with RCI points resorts. Seller will administer the process of obtaining RCI points as well as membership into Star Vacation Club.
   a. Seller will process enrollment on behalf of Buyer into the RCI exchange program
   b. Seller will process enrollment on behalf of Buyer into Star Vacation Club
   c. Seller will arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI points affiliated Resorts.
   d. Seller will provide an orientation and/or training on how to best understand and use their memberships with RCI and/or Star Vacation Club only at the Buyer's request.
   e. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$7,295.00**. Buyer has delivered to the Seller, the sum of **$100.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$7,195.00** within ten days from the date of this Agreement.
   b. (✓) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$181.92** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder

Lumberg No. 5138

STATE'S EXHIBIT

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b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association, individual and/or travel club. Upon completion of transfer of ownership and membership enrollment with RCI and/or Star Vacation Club, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that RCI and/or Star Vacation Club will continue, RCI and Star make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by RCI or Star Vacation Club. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **LUCILLE DUST**

[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into Star Vacation Club, RCI resorts or contracted developer of deeded inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted developers, home owners associations or individuals to Buyer provided that the RCI points value of such inventory reflects points equal to or greater than the number of points anticipated yearly by Buyer at the time of purchase. RCI has the right to adjust point values based on supply and demand at their sole discretion.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into RCI points exchange and/or Star Vacation Club membership. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from RCI and Star must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership to Buyer from contracted developers, resellers, homeowners association management companies and individuals, which can be used for participation in the RCI points resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory with a points value equal to or greater than the number of points the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly

maintenance fee of **$649.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.

d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise herunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this February 19, 2006.

Seller: _____ Buyer: Lucille Dust
LUCILLE DUST

Seller: _____ Buyer: _____

STATE'S EXHIBIT
XX

Blumberg No. 5138

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **8611**	Date of Sale: **01/13/2007**
Buyer: **ANNA MONNIER** **JEFFERY MONNIER** [redacted]	(X) Interval Per Year (Annual) ( ) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$8,000.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$8,000.00**. Buyer has delivered to the Seller, the sum of **$8,000.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$0.00** within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$0.00** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HMRG
1050 E. Flamingo Road Suite S 305
Las Vegas, Nevada 89119

Buyer: **ANNA MONNIER**
JEFFERY MONNIER
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$576.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 120 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this January 13, 2007.

Seller: _____ Buyer: _____
ANNA MONNIER

Seller: _____ Buyer: _____
JEFFERY MONNIER

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **7416**	Date of Sale: **11/29/2006**
Buyer: **ALEX MENDEZ** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$3,900.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$3,900.00**. Buyer has delivered to the Seller, the sum of **$3,900.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$0.00** within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$0.00** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

STATE'S EXHIBIT

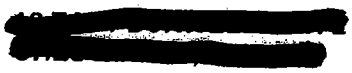
date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HMRG
1050 W. Flamingo Road Suite S 305
Las Vegas, Nevada 89119

Buyer: **ALEX MENDEZ**



7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$288.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 120 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this November 29, 2006.

Seller: Rebecca Schwab Buyer: Alex Mendez
ALEX MENDEZ

Seller: _____ Buyer: _____

STATE'S EXHIBIT
ZZ

Blumberg No. 6138

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **8822**	Date of Sale: **01/20/2007**
Buyer: **FRANCIS PAUL SCHILLING** **GWEN SCHILLING** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$3,000.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$3,000.00**. Buyer has delivered to the Seller, the sum of **$3,000.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$0.00** within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$0.00** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

   Seller: HMRG
   1050 E. Flamingo Road Suite S 305
   Las Vegas, Nevada 89119

   Buyer: **FRANCIS PAUL SCHILLING**
   GWEN SCHILLING
   [redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$288.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 120 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this January 20, 2007.

Seller: _____ Buyer: _____
FRANCIS PAUL SCHILLING

Seller: _____ Buyer: _____
GWEN SCHILLING

ol.1

STATE'S EXHIBIT AAA

Blumberg No. 5138

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510552**	Date of Sale: **04/10/2007**
MALVA THOMAS [redacted]	(x) Interval Per Year (Annual) ( ) Interval EOY (Biennial)
# of II Weeks: ___1___ II Membership	Purchase Price: $7,995.00

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is $7,995.00Buyer has delivered to the Seller, the sum of $ 799.50 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $7,195.50 within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 210.62 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, in Nevada The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II and/or HRMG, Sellers obligation to Buyer will be deemed fulfilled. While it is anticipated that II and/or HRMG will continue, II and HRMG make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II or HRMG. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HRMG
3101 Spring Mountain Rd Ste 3
Las Vegas, NV 89102

Buyer: **MALVA THOMAS**
[redacted]
[redacted]04

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into HRMG, II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange and/or HRMG membership. Each membership will require yearly dues to continue services. Seller will pay the Buyers dues for the 1st year. Renewal of all future dues is the Buyers obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from II and HRMG must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II and/or HRMG as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a quarterly maintenance fee of $ 144.00 which is the Buyers sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

PROMISSORY NOTE

Amount Financed: $7,195.50 Membership #: 510552 Date: 04/10/2007

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay St Johann Alpenland Resort the principal sum of $7,195.50, with interest on the unpaid balance from the date of this Note, until paid, at the rate of interest of 17.8% percent per annum. Principal and interest shall be payable in 48consecutive monthly installments of $ 210.62, on day 24 of each month beginning 05/24/2007. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the payment due date of month 04/24/2011.

If any installment under this Note is not paid when due and remains unpaid for 10 days after the scheduled due date specified by this Note, the entire principal amount outstanding and accrued interest thereon shall at once be due and payable to the Note holder. In the event that the Note holder must enforce this Note to collect any indebtedness or to enforce or interpret the Note through attorneys at law or under advice therefrom, Borrower agrees to pay all costs of collection and enforcement, including reasonable attorneys' fees whether or not suit is brought and/or whether incurred in connection with collection, trial, appeal, bankruptcy or other creditor's proceedings or otherwise.

Borrower shall pay to the Note holder a late charge of Fifteen ($15.00) Dollars for any payment not received by the Note holder within 10 days after the installment is due. This late charge is in addition to any "NSF" charges that may be applicable.

Borrower may prepay the entire principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due, and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

On a regular basis you will receive a statement showing all transactions during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

The indebtedness evidenced by this Note is effective this date, 04/10/2007.

Borrower: Malva Thomas Date: 04/10/2007
MALVA THOMAS

Borrower: _____ Date: 04/10/2007

Contract #: 510552

Blumberg No. 6138
STATE'S EXHIBIT
BBB

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II Seller [illegible]

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: 8498	Date of Sale: **01/09/2007**
Buyer: **JACQUELINE VICKERSTAFF** **WAYNE TATUM SR.** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: **1** II Membership Gold Premier Level	Purchase Price: **$3,900.00**

1. PURCHASE AGREEMENT. By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT. Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE. The total purchase price of this service contract is **$3,900.00**. Buyer has delivered to the Seller, the sum of **$390.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$3,510.00** within ten days from the date of this Agreement
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$88.75** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment. Seller is hereby authorized by Buyer to insert the payment

ST. JOHANN ALPENLAND RESORT CORPORATION
INTERVAL PURCHASE AGREEMENT AND
TRUTH IN LENDING DISCLOSURE STATEMENT
(For use in United States of America)

Purchaser: JACQUELINE VICKERSTAFF WAYNE TATUM SR.
Address: [redacted]
City/State/Zip: [redacted]
Home Phone: [redacted]
Business Phone: _____

Seller:
St. Johann Alpenland Resort Corporation
1050 E. Flamingo Road Suite S 305
Las Vegas, Nevada 89119
United States of America

Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Purchaser, on the terms and conditions set forth in this contract, the timeshare Interval(s) at the Alpenland Sport Hotel and Fitness Center, St. Johann, Pongau, Austria, described below (the "Interval(s)"). The Interval(s) consists of the ownership of a specified number of shares in St. Johann Alpenland Resort Corporation, a corporation organized under the laws of the State of Delaware (the "Corporation"), and the right to reserve the occupancy of Unit(s) at the Alpenland Sport Hotel and Fitness Center within a specified Unit Designation for an Interval during a specified Occupancy Period with a specified Preferred Date, all as set forth in the Declaration of Covenants, Conditions and Restrictions for Interval Ownership within the Alpenland Sport Hotel and Fitness Center, dated as of October 1, 1984 (the "Declaration"), and the exhibits to such Declaration, which are available from Seller upon request. A Summary of the Declaration, By-Laws and Rules and Regulations of the Corporation has been provided to Purchaser.

Unit Designation	Occupancy Period	Maximum Occupancy
		4

The following disclosures are made pursuant to the Federal Truth-In-Lending Act.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit, including your down payment
17.8%	$1,814.97	$3,510.00	$5,324.97	$5,714.97

Finance Charges begin to accrue upon the execution of the Interval Purchase Agreement. You will pay a fixed 17.8% annual interest rate on the unpaid principal balance as part of your monthly payments.

Number of Payments	Amount of Payments	When Payments are Due
60	$88.75	Day 10 of each month, beginning March 10, 2007

Purchaser is also obligated to pay an annual Maintenance Charge per Interval currently established at _____
The Maintenance Charge may be increased or decreased as set forth in the Declaration.
Security for financing: You are giving a Promissory Note to the Seller, secured by a security interest in your timeshare Interval(s).
Your Interval(s) will be subject to forfeiture in the event you fail to make any payment due Seller.
You will not be penalized for prepayment in full pursuant to acceleration or otherwise.
Neither disability nor Credit Life Insurance is required in this transaction.

(a) Cash Price: $3,900.00 (b) Closing Costs: $_____ (c) Down Payment: $390.00

(d) Future Payments: $0.00 Amount Financed (a) (plus b minus c): $3,510.00

Date: January 9, 2007

Purchaser: Jacqueline Vickerstaff
JACQUELINE VICKERSTAFF

Purchaser: [signature]
WAYNE TATUM SR.

St. Johann Alpenland Resort Corporation

By: Rebecca Schmal
Co. Representative and Title

Name/Signature of sale agent submitting contract

Binding Effect

This contract is binding upon Seller and Purchaser and their heirs, legal representatives, successors and assigns, but it may not be assigned by Purchaser without the prior written consent of Seller. This contract supersedes any and all previous understandings and agreements between Seller and Purchaser and represents the entire agreement between Seller and Purchaser. NO REPRESENTATIONS OR INDUCEMENTS MADE PRIOR TO THIS CONTRACT, WHICH ARE NOT INCLUDED HEREIN, SHALL BE OF ANY FORCE AND EFFECT. This contract may only be amended or modified by an instrument in writing between Seller and Purchaser. This contract shall be construed under the laws of the State of Illinois.

You agree to pay Harbor Management Resort Group, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement notification must be sent via certified mail within 120 Hours to Harbor Management Resort Group 1050 E. Flamingo Road Suite S 305 - Las Vegas, Nevada 89119. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed prior to a refund in order to finalize the cancellation.

NOTICE

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

THE PARTIES ACKNOWLEDGE THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF ST. JOHANN ALPENLAND CORPORATION'S BEHALF IS ONLY A SALES AGENT, AND THAT THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY UPON THE EXPRESS WRITTEN APPROVAL OF ST. JOHANN ALPENLAND RESORT CORPORTION. UNTIL PURCHASER\ RECEIVES SAID APPROVAL THIS AGREEMENT SHALL BE CONSTRUED AS AN OFFER TO PURCHASE. SAID APPROVAL, IF IT IS TO COME, IS TO BE MADE VIA A SEPARATE DOCUMENT.

Date: January 9, 2007

Purchaser: Jacqueline Vickerstaff
JACQUELINE VICKERSTAFF

Purchaser:
WAYNE TATUM SR.

St. Johann Alpenland Resort Corporation

By: Rebecca Schrull
Co. Representative and Title

Name/Signature of sale agent submitting this contract

HOME OFFICE USE ONLY:
Stock Certificate Number:

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **8810**	Date of Sale: **01/20/2007**
Buyer: **DOUGLAS WATERS** **PAM WATERS** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$3,900.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$3,900.00**. Buyer has delivered to the Seller, the sum of **$390.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$3,510.00** within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$88.75** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

Jumberg No. 5138 STATE'S EXHIBIT CCC

Binding Effect

This contract is binding upon Seller and Purchaser and their heirs, legal representatives, successors and assigns, but it may not be assigned by Purchaser without the prior written consent of Seller. This contract supersedes any and all previous understandings and agreements between Seller and Purchaser and represents the entire agreement between Seller and Purchaser. NO REPRESENTATIONS OR INDUCEMENTS MADE PRIOR TO THIS CONTRACT, WHICH ARE NOT INCLUDED HEREIN, SHALL BE OF ANY FORCE AND EFFECT. This contract may only be amended or modified by an instrument in writing between Seller and Purchaser This contract shall be construed under the laws of the State of Illinois.

You agree to pay Harbor Management Resort Group, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement notification must be sent via certified mail within 120 Hours to Harbor Management Resort Group 1050 E Flamingo Road Suite S 305 - Las Vegas, Nevada 89119. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed prior to a refund in order to finalize the cancellation.

NOTICE

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

THE PARTIES ACKNOWLEDGE THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF ST. JOHANN ALPENLAND CORPORATION'S BEHALF IS ONLY A SALES AGENT, AND THAT THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY UPON THE EXPRESS WRITTEN APPROVAL OF ST. JOHANN ALPENLAND RESORT CORPORTION. UNTIL PURCHASER\ RECEIVES SAID APPROVAL THIS AGREEMENT SHALL BE CONSTRUED AS AN OFFER TO PURCHASE. SAID APPROVAL, IF IT IS TO COME, IS TO BE MADE VIA A SEPARATE DOCUMENT.

Date: January 20, 2007

Purchaser: Douglas Waters
DOUGLAS WATERS

Purchaser: Pam Waters
PAM WATERS

St. johann Alpenland Resort Corporation

By: Victor B. [illegible]
Co. Representative and Title

Name/Signature of sale agent submitting this contract

HOME OFFICE USE ONLY:
Stock Certificate Number:

STATE'S EXHIBIT DDD

Blumberg No. 5138

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **9161**	Date of Sale: **02/01/2007**
Buyer: **AMY SULLIVAN** **DANIEL SULLIVAN** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: **1** II Membership Gold Premier Level	Purchase Price: **$4,900.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$4,900.00**. Buyer has delivered to the Seller, the sum of **$490.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$4,410.00** within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$129.08** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HMRG
1050 E. Flamingo Road Suite S 305
Las Vegas, Nevada 89119

Buyer: **AMY SULLIVAN**
DANIEL SULLIVAN
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$288.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

Binding Effect

This contract is binding upon Seller and Purchaser and their heirs, legal representatives, successors and assigns, but it may not be assigned by Purchaser without the prior written consent of Seller. This contract supersedes any and all previous understandings and agreements between Seller and Purchaser and represents the entire agreement between Seller and Purchaser. NO REPRESENTATIONS OR INDUCEMENTS MADE PRIOR TO THIS CONTRACT, WHICH ARE NOT INCLUDED HEREIN, SHALL BE OF ANY FORCE AND EFFECT. This contract may only be amended or modified by an instrument in writing between Seller and Purchaser. This contract shall be construed under the laws of the State of Illinois.

You agree to pay Harbor Management Resort Group, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement notification must be sent via certified mail within 120 Hours to Harbor Management Resort Group 1050 E. Flamingo Road Suite S 305 - Las Vegas, Nevada 89119. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed prior to a refund in order to finalize the cancellation.

NOTICE

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

THE PARTIES ACKNOWLEDGE THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF ST. JOHANN ALPLENLAND CORPORATION'S BEHALF IS ONLY A SALES AGENT, AND THAT THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY UPON THE EXPRESS WRITTEN APPROVAL OF ST. JOHANN ALPENLAND RESORT CORPORTION. UNTIL PURCHASER\ RECEIVES SAID APPROVAL THIS AGREEMENT SHALL BE CONSTRUED AS AN OFFER TO PURCHASE. SAID APPROVAL, IF IT IS TO COME, IS TO BE MADE VIA A SEPARATE DOCUMENT.

Date: February 1, 2007

Purchaser: AMY SULLIVAN

Purchaser: DANIEL SULLIVAN

St. johann Alpenland Resort Corporation

By: Co. Representative and Title

Name/Signature of sale agent submitting this contract

HOME OFFICE USE ONLY:
Stock Certificate Number:

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510614**	Date of Sale: **04/15/2007**
JOHN STACK **BONITA STACK** [redacted]E CHICAGO [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Biennial)
# of II Weeks: ___1___ II Membership	Purchase Price: $5,900.00

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is $5,900.00Buyer has delivered to the Seller, the sum of $ 590.00 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $5,310.00 within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 155.43 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

umberg No. 5138

STATE'S EXHIBIT

EEE

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, in Nevada The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II and/or HRMG, Sellers obligation to Buyer will be deemed fulfilled. While it is anticipated that II and/or HRMG will continue, II and HRMG make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II or HRMG. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HRMG
3101 Spring Mountain Rd Ste 3
Las Vegas, NV 89102

Buyer: **JOHN STACK BONITA STACK**
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into HRMG, II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange and/or HRMG membership. Each membership will require yearly dues to continue services. Seller will pay the Buyers dues for the 1st year. Renewal of all future dues is the Buyers obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from II and HRMG must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II and/or HRMG as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a quarterly maintenance fee of $ 72.00 which is the Buyers sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this 04/15/2007

Seller: _____ Buyer: _____
JOHN STACK

Seller: _____ Buyer: _____
BONITA STACK

DAVID TABOR

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: 8415	Date of Sale: 01/06/2007
Buyer: DAVID TABOR KELLI TABOR [redacted]	) Interval Per Year (Annual)) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: $4,000.00

1. PURCHASE AGREEMENT, By signing this Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Level program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of interval ownership from contracted Developer and Management companies to Buyer Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and training on how to best understand and use their memberships with II only at the Buyer's expense.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price for this service contract is **$4,000.00**. Buyer has delivered to the Seller, the sum of **$4,000.00** as down payment (the "down payment") on the purchase of a service. The down payment is applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$0.00** within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's assignee) in monthly installments the sum of **$0.00** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer's obligation to Seller under the note if any, executed by Buyer as part of the service price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payment of any installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder

STATE'S EXHIBIT FFF

David Tabor

b. Authorization to Insert Payment Se[illegible] [illegible]reby authorized by Buyer to insert the payment date to coincide with Seller's billing p[illegible] [illegible]s well as have all monthly and yearly dues and or payments deducted electronically fr[illegible] 3[illegible] [illegible]see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLE[illegible] [illegible]eller is a corporation located at Las Vegas, NV. The Seller is simply providing a service [illegible] [illegible]ment on Buyer's behalf to obtain inventory with transfer of ownership directly from the [illegible] [illegible]d. Developer, homeowners association. Upon completion of transfer of ownership and [illegible] [illegible]p enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipa[illegible] [illegible]l will continue, II makes no representations to the continued viability or affiliation of any reg[illegible] [illegible] decision to purchase should be based primarily upon benefits gained from ownership and [illegible] [illegible]our vacation membership. All representations of servicing benefits are limited to and only [illegible] [illegible]d to materials supplied by II. Seller will provide Buyer with copies of enrollment application [illegible] [illegible]ll as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, [illegible] [illegible] other document exclusive of billing or collection shall be effective for any purpose unless [illegible] [illegible]ally delivered to the person at the appropriate address specified below (in which event [illegible] [illegible]otice will be deemed effective only upon such delivery) or when delivered by certified [illegible] [illegible]5) days after confirmation of receipts from any United States post office which the notice [illegible] [illegible]ed postage pre-paid, address as follows:

Seller: HMRG
1050 E. Flamingo Road [illegible] [illegible]05
Las Vegas, Nevada 891[illegible]

Buyer: **DAVID TABOR**
KELLI TABOR
[redacted]

7. REPRESENTATIONS. This Agreement [illegible] [illegible]ject to any verbal representations or Buyer's request of fulfillment or non-fulfillment or [illegible] [illegible]el related services provided by Seller, Seller's affiliations or any other servicing [illegible] [illegible] enrollment or membership. Buyer hereby acknowledges that he has read and unde[illegible] [illegible]he terms and conditions provided by Seller to Buyer for membership into II resorts or co[illegible] [illegible]veloper of inventory.

8. TRANSFER OF OWNERSHIP. Buyer here[illegible] [illegible] authority to Seller to transfer ownership from contracted, home owners associations to Bu[illegible] [illegible]ided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated [illegible] [illegible] Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the en[illegible] [illegible]f Buyer into Interval Internationals exchange. Each membership will require yearly dues f[illegible] [illegible]e services. Seller will pay the Buyer's dues for the 1st year. Renewal of al future dues is [illegible] [illegible]er's obligation and handled directly with each servicing membership affiliate. Buyer is not [illegible] [illegible]d to renew any membership. Dues from must be current in order to use membership services

10. WARRANTIES AND ACKNOWLEDGEMENT [illegible] [illegible]YER. Buyer consents, represents, warrants and acknowledges to Seller that

a. Buyer is purchasing a service con[illegible] [illegible] requires seller to enroll Buyer in II as well as locating and overseeing the transfe[illegible] [illegible]ership to Buyer from contracted, homeowners association or management compa[illegible] [illegible] can be used for participation in the II exchange resort program.

b. Buyer understands that transfer of o[illegible] [illegible]o Buyer is at the sole discretion of Seller as to which resort inventory will be transfe[illegible] [illegible]yer. Assignment of inventory will be determined by inventory availability with interval(s) [illegible] [illegible]qual to or greater than the number of interval(s) the Buyer wishes to obtain through thi[illegible] [illegible] Agreement.

c. Buyer understands and acknowled[illegible] [illegible]t transfer of ownership will place a yearly maintenance fee of **$2118.00**, which is [illegible] [illegible]'s sole responsibility to pay and keep current to maintain ownership of any said resort [illegible]

d. Buyer understands and acknowledg[illegible] [illegible]he has 120 Hours in order to cancel this Agreement and must do so accordingly [illegible] [illegible]les on the Truth-in-Lending contract page.

DAVID TABOR

This contract is binding upon Seller and Purchaser and the [illegible] representatives, successors and assigns, but it may not be assigned by Purchaser without the prior written consent of Se[illegible] contract supersedes any and all previous understandings and agreements between Seller and Purchaser and repres[illegible] entire agreement between Seller and Purchaser. NO REPRESENTATIONS OR INDUCEMENTS MADE PRIOF T[illegible] NTRACT, WHICH ARE NOT INCLUDED HEREIN, SHALL BE OF ANY FORCE AND EFFECT. This contract may only [illegible] or modified by an instrument in writing between Seller and Purchaser. This contract shall be construed under the laws of I[illegible] llinois.

You agree to pay Harbor Management Resort Group, or assignee b[illegible] unds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution [illegible] paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the a[illegible] on the dates explained above. If buyer wishes to cancel this retail installment agreement notification must be sent via certified mail with[illegible] Harbor Management Resort Group 1050 E. Flamingo Road Suite S 305 - Las Vegas, Nevada 89119. In order to process your cancellation [illegible] materials must be returned in person and a cancellation disclosure must be signed prior to a refund in order to finalize the cancellation

You acknowledge that (1) prior to signing this Agreement you have rec[illegible] a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the partie[illegible] you have received a copy of every document you signed during the contract negotiations.

THE PARTIES ACKNOWLEDGE THAT THE [illegible] UAL EXECUTING THIS AGREEMENT ON BEHALF OF ST. JOHANN ALPENLAND [illegible] RATION'S BEHALF IS ONLY A SALES AGENT, AND THAT THIS AGREEMENT SH[illegible] VALID AND ENFORCEABLE ONLY UPON THE EXPRESS WRITTEN APPROVAL OF S[illegible] NN ALPENLAND RESORT CORPORTION. UNTIL PURCHASER\ RECEIVES SAID [illegible] VAL THIS AGREEMENT SHALL BE CONSTRUED AS AN OFFER TO PURCHAS[illegible] APPROVAL, IF IT IS TO COME, IS TO BE MADE VIA A SEPARATE DOCUMENT.

Date: January 6, 2007

Purchaser: David Tabor
DAVID TABOR,

Purchaser: Kelli Tabor
KELLI TABOR

ohann Alpenland Resort Corporation

Co. Representative and Title

Name/Signature of sale agent submitting this contract

HOME OFFICE USE ONLY:
Stock Certificate Number:

PURCHASE AGREEMENT

Vacation Resort Management

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business in Crown Point, IN. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **5995**	Date of Sale: **10/11/2006**
Buyer: **JAMES WILLIAMSON** **GLENNA WILLIAMSON** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$6,200.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$6,200.00**. Buyer has delivered to the Seller, the sum of **$620.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. (X) By paying to the Seller, in cash or by cashier's check, the sum of **$5,580.00** within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$163.33** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment. Seller is hereby authorized by Buyer to insert the payment

Jumberg No. 5138

STATE'S EXHIBIT GGG

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **JAMES WILLIAMSON**
GLENNA WILLIAMSON
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$292.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 72 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

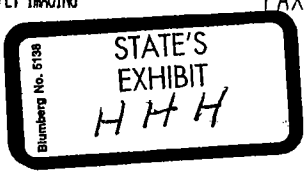
15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 72 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this October 11, 2006.

Seller: _____ Buyer: _____
JAMES WILLIAMSON

Seller: _____ Buyer: _____
GLENNA WILLIAMSON



PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **8698**	Date of Sale: **01/16/2007**
Buyer: **JONATHAN TORRES** **KIAYONA TORRES** [redacted]	(X) Interval Per Year (Annual) ( ) Interval EOY (Bi-Ennial)
# of II Weeks: **1** II Membership Gold Premier Level	Purchase Price: **$6,500.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$6,500.00**. Buyer has delivered to the Seller, the sum of **$6,500.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$0.00** within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$0.00** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HMRG
1050 E. Flamingo Road Suite S 305
Las Vegas, Nevada 89119

Buyer: **JONATHAN TORRES**
KIAYONA TORRES
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$576.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

Binding Effect

This contract is binding upon Seller and Purchaser and their heirs, legal representatives, successors and assigns, but it may not be assigned by Purchaser without the prior written consent of Seller. This contract supersedes any and all previous understandings and agreements between Seller and Purchaser and represents the entire agreement between Seller and Purchaser: NO REPRESENTATIONS OR INDUCEMENTS MADE PRIOR TO THIS CONTRACT, WHICH ARE NOT INCLUDED HEREIN, SHALL BE OF ANY FORCE AND EFFECT. This contract may only be amended or modified by an instrument in writing between Seller and Purchaser. This contract shall be construed under the laws of the State of Illinois.

You agree to pay Harbor Management Resort Group, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement notification must be sent via certified mail within 120 Hours to Harbor Management Resort Group 1050 E. Flamingo Road Suite S 305 - Las Vegas, Nevada 89119. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed prior to a refund in order to finalize the cancellation.

NOTICE

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

THE PARTIES ACKNOWLEDGE THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF ST. JOHANN ALPLENLAND CORPORATION'S BEHALF IS ONLY A SALES AGENT, AND THAT THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY UPON THE EXPRESS WRITTEN APPROVAL OF ST. JOHANN ALPENLAND RESORT CORPORTION. UNTIL PURCHASER\ RECEIVES SAID APPROVAL THIS AGREEMENT SHALL BE CONSTRUED AS AN OFFER TO PURCHASE. SAID APPROVAL, IF IT IS TO COME, IS TO BE MADE VIA A SEPARATE DOCUMENT.

Date: January 16, 2007

Purchaser: JONATHAN TORRES

Purchaser: KIAYONA TORRES

St. Johann Alpenland Resort Corporation

By: Co. Representative and Title

Name/Signature of sale agent submitting this contract

HOME OFFICE USE ONLY:
Stock Certificate Number:

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **6629**	Date of Sale: **11/02/2006**
Buyer: **ISRAEL TALBERT** **MARTINA A. MILES** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$4,995.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$4,995.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$4,495.50** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$113.67** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

Blumberg No. 5138

STATE'S EXHIBIT III

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HMRG
3101 Spring Mountain, #3
Las Vegas, Nevada 89102

Buyer: **ISRAEL TALBERT**
MARTINA A. MILES
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$292.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 120 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this November 2, 2006.

Seller: _____

Seller: _____

Buyer: X _____
ISRAEL TALBERT

Buyer: X _____
MARTINA A. MILES

PROMISSORY NOTE

Amount Financed: $1,595.00 Membership #: _____ Date: May 11, 2006

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay Vacation Resort Management ,or order, the principal sum of $1,595.00, with interest on the unpaid balance from the date of this Note, until paid, at the rate of interest of 0% percent per annum. Principal and interest shall be payable in 18 consecutive monthly installments of $88.61, on day 11 of each month beginning July 11, 2006. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the payment due date of month 18.

If any installment under this Note is not paid when due and remains unpaid for 10 days after the scheduled due date specified by this Note, the entire principal amount outstanding and accrued interest thereon shall at once be due and payable to the Note holder. In the event that the Note holder must enforce this Note to collect any indebtedness or to enforce or interpret the Note through attorneys at law or under advice therefrom, Borrower agrees to pay all costs of collection and enforcement, including reasonable attorneys' fees whether or not suit is brought and/or whether incurred in connection with collection, trial, appeal, bankruptcy or other creditor's proceedings or otherwise.

Borrower shall pay to the Note holder a late charge of Fifteen ($15.00) Dollars for any payment not received by the Note holder within 10 days after the installment is due. This late charge is in addition to any "NSF" charges that may be applicable.

Borrower may prepay the entire principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due, and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

On a regular basis you will receive a statement showing all transactions during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

The indebtedness evidenced by this Note is effective this date, May 11, 2006.

Borrower: X _____ RON SINGLETON Date: 05/11/2006

Borrower: X _____ WENDY SINGLETON Date: 05/11/2006

Contract #: 1416

HARDOR

1-800-840-6549?

1-877-731-2606 EXT 226 BRIAN C. Tried calling several times

1-800-497-2221 EXT 123 - HighlAnos Credit Corp

1-877-731-2606

Blumberg No. 5138 STATE'S EXHIBIT JJJ

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase from Vacation Resort Management in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
0%	$0.00	$1,595.00	$1,595.00	$1,595.00

Number of Payments	Amount of Payments	Payments are Due
18	$88.61	July 11, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$1,595.00
2. Down Payment (excluding processing fees and membership dues)	$0.00
3. Amount Financed	$1,595.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this May 11, 2006.

Seller: Vacation Resort Management

By: Priscilla Brent
Co. Representative

Contract #: 1416

Borrower: Ron Singleton
RON SINGLETON

Borrower: Wendy Singleton
WENDY SINGLETON

Member #:

ICW/Star Vacation Club
Purchase Proposal

Member ID:
Contract #:
Date: 11 May 2006

Name 1: Ronald Singleton
Name 2: Wendy Singleton
Address: [redacted]
City: Hobart
State: Ind.
Zip: 46342
Home Phone: [redacted]
Work Phone:

TOTAL SALES PRICE		1,595.00
Initial Downpayment		0.00
Amount Financed		1,595.00
Terms		
Months		18
Rate	0.00%	
Service Fee		0.00
Monthly Payment	($88.61)	

Payment Method: o Cash o Check o MC o VISA o AMEX
SURE PAY: **Yes** x **No**

Comments: $1,995 price freez 1yr
100% equity price transfer

Front End Sharon
Manager: Will
Back End Will
VLO:

Ronald L. Singleton
Applicant 1 Signature

Wendy L. Singleton
Applicant 2 Signature

This is a Proposal and not a contract. Subject to execution of final contract and/or lending documents

PURCHASE AGREEMENT
Leisure Time Passport Trial Membership

In this Agreement "Seller" means
) a Colorado corporation doing business in Las Vegas, Nevada. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510491**	Date of Sale: **04/06/2007**
Buyer: **KAREN SCHOENBECK** [redacted] [redacted]6	Interval International 18 month Trial Membership.
	Purchase Price: $ 999.00

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, of a trial membership in to Interval International ("II").
   a. Trial Membership, Seller will provide Buyer with a service, which will enable Buyer to obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts.
   b. Seller will provide Buyer with all terms and conditions of each servicing company.

2. PURCHASE PRICE, The total purchase price of this service contract is $ 999.00. Buyer has delivered to the Seller, the sum of 999.00 as a down payment (the "down payment") on the purchase of a service. Seller shall apply the down payment against the total purchase price upon acceptance of this Agreement. Buyer agrees to pay the remaining balance of the total purchase price as follows:
   a. By paying to the Seller, in cash or by cashier's check, the sum of $ 0.00 within ten days from the date of this Agreement.
   b. By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 0.00 on those terms described in a promissory note executed by Buyer.

3. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby grants to the note holder, it's successors and assigns a purchase money security interest the Interval International Trial Membership.

4. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is required to enroll Seller into Interval Internationals Trial Program. Upon completion of enrollment Seller's obligation to Buyer will be deemed fulfilled. Your decision to purchase should be based primarily upon Benefits offered by Interval International to experience on a trial basis the benefits of membership in vacation ownership.

5. NOTICES. No notice, request, demand, instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipt from any

United States post office which the notice is addressed postage pre-paid, addressed as follows:

Seller: Harbor Resort Management
3101 Spring Mountain Road Ste 3
Las Vegas, NV 89102

Buyer: **KAREN SCHOENBECK**

[redacted]

6. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he/she has read and understands the terms and conditions provided by Seller to Buyer for membership into Interval International.

7. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange trial membership. Buyer is not obligated to renew any membership. Membership expires in (18), eighteen months from date of enrollment.

8. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
   a. Buyer is purchasing a service contract that requires Seller to enroll Buyer in II.
   b. Buyer understands and acknowledges that he/she has **tts_office_recision** in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

9. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

10. AMENDMENTS. No change in or addition to this Agreement or any part hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

11. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

12. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

13. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, that any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this 04/06/2007.

Seller: _____ Buyer: Karen Schoenbeck
KAREN SCHOENBECK

Seller: _____ Buyer: _____

ST. JOHANN ALPENLAND RESORT CORPORATION
INTERVAL PURCHASE AGREEMENT AND
TRUTH IN LENDING DISCLOSURE STATEMENT

(For use in United States of America)

Purchaser: Jim Kendall Rose Kendall
[redacted]
Crown Point, [redacted]
H.Phone[redacted] Bus. Phone:

Seller: St. Johann Alpenland Resort Corporation
1050 E Flamingo Rd Ste 305
Las Vegas, NV 89119

Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Purchaser, on the terms and conditions set forth in this contract, the timeshare Interval(s) at the Alpenland Sport Hotel and Fitness Center, St. Johann, Pongau, Austria, described below (the "Interval(s)"). The Interval(s) consists of the ownership of a specified number of shares in St. Johann Alpenland Resort Corporation, a corporation organized under the laws of the State of Delaware (the "Corporation"), and the right to reserve the occupancy of Unit(s) at the Alpenland Sport Hotel and Fitness Center within a specified Unit Designation for an Interval during a specified Occupancy Period with a specified Preferred Date, all as set forth in the Declaration of Covenants, Conditions and Restrictions for Interval Ownership within the Alpenland Sport Hotel and Fitness Center, dated as of October 1, 1984 (the "Declaration"), and the exhibits to such Declaration, which are available from Seller upon request. A Summary of the Declaration, By-Laws and Rules and Regulations of the Corporation has been provided to Purchaser.

Unit Designation	Occupancy Period	Maximum Occupancy
B Unit		4

The following disclosures are made pursuant to the Federal Truth-in-Lending Act.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit, including your down payment
0%	$ 0.00	$ 0.00	$ 0.00	$4,900.00

Finance Charges begin to accrue upon the execution of the Interval Purchase Agreement. You will pay a fixed 0% annual interest rate on the unpaid principal balance as part of your monthly payments.

Number of Payments	Amount of Payments	When Payments are Due
1	$ 0.00	Day 10 of each month, beginning 04/10/2007

Purchaser is also obligated to pay a quarterly Maintenance Charge per Interval currently established at — 0 — RK
The Maintenance Charge may be increased or decreased as set forth in the Declaration.
Security for financing: You are giving a Promissory Note to the Seller, secured by a security interest in your timeshare Interval(s). Your Interval(s) will be subject to forfeiture in the event you fail to make any payment due Seller. You will not be penalized for prepayment in full pursuant to acceleration or otherwise. Neither disability nor Credit Life Insurance is required in this transaction.

Cash	Closing	Down	Amount Financed
(a) Price: $4,900.00	(b) Costs: $ 0.00	(c) Payment: $4,900.00	(d) (a plus b minus c): $ 0.00

THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF.

* Within Five (5) Calendar Days of the date set forth below purchaser may cancel this contract for the purchase of a Time-share interval. Cancellation of the contract shall be without penalty to either party. If you elect to cancel your contract within the time period, you may do so by hand-delivering a notice thereof to the Seller or by mailing notice thereof by certified mail to the Seller or to Seller's agent for service of process.

Binding Effect

This contract is binding upon Seller and Purchaser and their heirs, legal representatives, successors and assigns, but it may not be assigned by Purchaser without the prior written consent of Seller. This contract supersedes any and all previous understandings and agreements between Seller and Purchaser and represents the entire agreement between Seller and Purchaser. NO REPRESENTATIONS OR INDUCEMENTS MADE PRIOR TO THIS CONTRACT, WHICH ARE NOT INCLUDED HEREIN, SHALL BE OF ANY FORCE AND EFFECT. This contract may only be amended or modified by an instrument in writing between Seller and Purchaser. This contract shall be construed under the laws of the State of Illinois.

You agree to pay Harbor Management Resort Group, or assignee, by automatic funds debit as designated or payment coupon, the total cost of your purchase, including all applicable interest from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above.

THE PARTIES ACKNOWLEDGE THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF ST. JOHANN ALPLENLAND

Rose Kendall Jim Kendall 2/24/17

Blumberg No. 5138

STATE'S EXHIBIT LLL

CORPORATION'S BEHALF IS ONLY A SALES AGENT AND THAT THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY UPON THE EXPRESS WRITTEN APPROVAL OF ST. JOHANN ALPENLAND RESORT CORPORTION. UNTIL PURCHASER RECEIVES SAID APPROVAL THIS AGREEMENT SHALL BE CONSTRUED AS AN OFFER TO PURCHASE. SAID APPROVAL, IF IT IS TO COME, IS TO BE MADE VIA A SEPARATE DOCUMENT.

Date: 02/24/2007

Purchaser: Jim Kendall
Jim Kendall

Purchaser: Rose Kendall
Rose Kendall

HOME OFFICE USE ONLY: Stock Certificate Number:

St. Johann Alpenland Resort Corporation

By:
Co. Representative and Title

Name/Signature of sale agent submitting this contract

PURCHASE AGREEMENT

Harbor Management Resort Group

Interval International Trial Membership

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **9811**	Date of Sale: **02/25/2007**
Buyer: **FLORIDA HARRIS** **LEWIS HARRIS** [redacted]	Interval International 18 month Trial Membership.
	Purchase Price: **$1,599.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, of a trial membership in to Interval International.
   a. Trial Membership, Seller will provide Buyer with a service, which will enable Buyer to obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts.
   b. Seller will provide Buyer with all terms and conditions of each servicing company.

2. PURCHASE PRICE, The total purchase price of this service contract is **$1,599.00**. Buyer has delivered to the Seller, the sum of **$159.90** as a down payment (the "down payment") on the purchase of a service. Seller shall apply the down payment against the total purchase price upon acceptance of this Agreement. Buyer agrees to pay the remaining balance of the total purchase price as follows:
   a. By paying to the Seller, in cash or by cashier's check, the sum of **$1,439.10** within ten days from the date of this Agreement.
   b. By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$51.88** on those terms described in a promissory note executed by Buyer.

3. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest the Interval International Trial Membership.

4. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is required to enroll Seller into Interval Internationals Trial Program. Upon completion of enrollment Seller's obligation to Buyer will be deemed fulfilled. Your decision to purchase should be based primarily upon Benefits offered by Interval International to experience on a Trail basis, the benefits of membership in vacation ownership.

5. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller:
HMRG

1050 E. Flamingo Road Suite S 305
Las Vegas, Nevada 89119

Buyer: FLORIDA HARRIS
LEWIS HARRIS
[redacted]

6. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into Interval International.

7. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange trial membership. Buyer is not obligated to renew any membership. Membership expires in (18), eighteen months from date of enrollment.

8. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
   a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II.
   b. Buyer understands and acknowledges that he has 120 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

9. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

10. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

11. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

12. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

13. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this February 25, 2007.

Seller: _____ Buyer: Florida Harris
FLORIDA HARRIS

Seller: _____ Buyer: Lewis Harris
LEWIS HARRIS

PROMISSORY NOTE

Amount Financed: $1,439.10 Membership #: _____ Date: February 25, 2007

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay Harbor Management Resort Group ,or order, the principal sum of $1,439.10, with interest on the unpaid balance from the date of this Note, until paid, at the rate of interest of 17.8% percent per annum. Principal and interest shall be payable in 36 consecutive monthly installments of $51.88, on day 5 of each month beginning April 5, 2007. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the payment due date of month 36.

If any installment under this Note is not paid when due and remains unpaid for 10 days after the scheduled due date specified by this Note, the entire principal amount outstanding and accrued interest thereon shall at once be due and payable to the Note holder. In the event that the Note holder must enforce this Note to collect any indebtedness or to enforce or interpret the Note through attorneys at law or under advice therefrom, Borrower agrees to pay all costs of collection and enforcement, including reasonable attorneys' fees whether or not suit is brought and/or whether incurred in connection with collection, trial, appeal, bankruptcy or other creditor's proceedings or otherwise.

Borrower shall pay to the Note holder a late charge of Fifteen ($15.00) Dollars for any payment not received by the Note holder within 10 days after the installment is due. This late charge is in addition to any "NSF" charges that may be applicable.

Borrower may prepay the entire principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due, and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

On a regular basis you will receive a statement showing all transactions during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

The indebtedness evidenced by this Note is effective this date, February 25, 2007.

Borrower: Florida Harris Date: 02/25/2007
FLORIDA HARRIS

Borrower: Lewis Harris Date: 02/25/2007
LEWIS HARRIS

Contract #: 9811

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Harbor Management Resort Group

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
17.8%	$428.68	$1,439.10	$1,867.78	$2,027.68

Number of Payments	Amount of Payments	Payments are Due
36	$51.88	April 5, 2007

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$1,599.00
2. Down Payment (excluding processing fees and membership dues)	$159.90
3. Future Payments Due	$0.00
4. Amount Financed	$1,439.10

You agree to pay Harbor Management Resort Group, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 120 Hours to Harbor Management Resort Group 1050 E. Flamingo Road Suite S 305 - Las Vegas, Nevada 89119. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this February 25, 2007.

Seller: Harbor Management Resort Group

By: _____
Co. Representative

Contract #: 9811

Borrower: Florida Harris
FLORIDA HARRIS

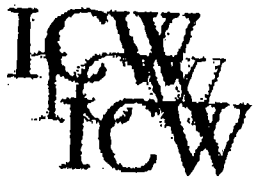
Borrower: Lewis Harris
LEWIS HARRIS

Member #: _____

ICW

Barrone

Rhonda Reynolds



15001 Walden Rd. Suite 211
Montgomery, Texas 77356

Phone: 800-613-7410 * Intl: 936-582-1470 * Fax: 936-448-1472

August 20, 2006

ANTHONY ARNOLD
SHARON ARNOLD
[redacted]

936 443-7114
paul

Client #: _____

Dear ANTHONY ARNOLD

Thank you for purchasing a timeshare unit from ICW, Inc.

THIS IS A CONTRACT whereby ICW, Inc. agrees to sell the following described property to **ANTHONY ARNOLD** herein called (buyer,) who agrees to purchase, upon the terms and provisions hereof, the following real property or timeshare interest, in it's present condition, situated at **VILLAS ON THE LAKE**.

1. Right to use and property is in perpetuity. Said property has no liens or encumbrances.

2. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the purchase price. Buyer hereby to the note older, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this purchase agreement.

a. If a default should occur in the payments of the installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less that 90 days notice at the option of the note holder.

b. Authorization to Insert Payment, Seller is herby authorized by Buyer to insert the payment date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

3. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, that any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final.

Herein called (buyer), who agrees to purchase, upon the terms and provisions hereof, the following real property or timeshare interest, in it's present condition, situated in:

VILLAS ON THE LAKE

Bedrooms: 3 Bath(s): 2 Unit#: 124 Week#: 48 Season: F Points: 40200

Sales Price:	$6,000.00	
Closing Cost:	$0.00	
Maintenance:	$275.00	$275.00 to be billed
RCI Membership:	$0.00	
TOTAL:	$6,275.00	

Provisions:

Participant: [signature] ANTHONY ARNOLD Date: 08/20/2006

Co-Participant: Sharon L. Arnold SHARON ARNOLD Date: 08/20/2006

Verification Officer: Griselda Brunt Date: 08/20/2006

STATE'S EXHIBIT NNN
Blumberg No. 5138

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase a Membership in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
17.8%	$2,429.93	$6,000.00	$8,429.93	$8,429.93

Number of Payments	Amount of Payments	Payments are Due
48	$175.62	November 20, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$6,000.00
2. Down Payment (excluding processing fees and membership dues)	$0.00
3. Future Payments Due	$0.00
4. Amount Financed	$6,000.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 Hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this August 20, 2006.

Seller: Vacation Resort Management

By: Priscilla Brunt
Co. Representative

Contract #: 4020

Borrower: ANTHONY ARNOLD

Borrower: SHARON ARNOLD

Member #:

Blumberg No. 5138

STATE'S EXHIBIT NNN-1

PURCHASE AGREEMENT

Harbor Management Resort Group

In this Agreement "Seller" means (HMRG, Harbor Management Resort Group) a Nevada corporation doing business in Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Jan 8 60 DAYS

Contract #: **6910**	Date of Sale: **11/11/2006**
Buyer: **JULIE FOSTER** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$4,900.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$4,900.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$4,410.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$111.51** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

STATE'S EXHIBIT
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date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, NV. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HMRG
3101 Spring Mountain, #3
Las Vegas, Nevada 89102

Buyer: **JULIE FOSTER**

[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$292.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 120 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

STATE'S EXHIBIT

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 120 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this November 11, 2006.

Seller: _____ Buyer: _____ JULIE FOSTER

Seller: _____ Buyer: _____

STATE'S EXHIBIT

Numberg No. 5138

PURCHASE AGREEMENT

Vacation Resort Management

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business in Crown Point, IN. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **5120**	Date of Sale: **09/15/2006**
Buyer: **MARY MABON** **LARRY MABON** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: **1** II Membership Gold Premier Level	Purchase Price: **$5,900.00**

1-4 getaway weeks every year RCH HM EM

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$5,900.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$5,900.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$172.70** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

Blumberg No. 5138 STATE'S EXHIBIT PPP

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **MARY MABON**
LARRY MABON
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that

a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$292.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
d. Buyer understands and acknowledges that he has 72 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

Blumberg No. 5138
STATE'S EXHIBIT

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 72 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this September 15, 2006.

Seller: _____ Buyer: Mary Mabon
MARY MABON

Seller: _____ Buyer: Larry Mabon
LARRY MABON

STATE'S EXHIBIT

Blumberg No. 5138

ST. JOHANN ALPENLAND RESORT CORPORATION
INTERVAL PURCHASE AGREEMENT AND
TRUTH IN LENDING DISCLOSURE STATEMENT
(For use in United States of America)

Purchaser: MARY MABON LARRY MABON
Address: [redacted]
City/State/Zip: [redacted]
Home Phone [redacted]
Business Phone: _____

Seller:
St. Johann Alpenland Resort Corporation
24 N. Washington Suite 2000
Batavia, IL 60510
United States of America

Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Purchaser, on the terms and conditions set forth in this contract, the timeshare Interval(s) at the Alpenland Sport Hotel and Fitness Center, St. Johann, Pongau, Austria, described below (the "Interval(s)"). The Interval(s) consists of the ownership of a specified number of shares in St. Johann Alpenland Resort Corporation, a corporation organized under the laws of the State of Delaware (the "Corporation"), and the right to reserve the occupancy of Unit(s) at the Alpenland Sport Hotel and Fitness Center within a specified Unit Designation for an Interval during a specified Occupancy Period with a specified Preferred Date, all as set forth in the Declaration of Covenants, Conditions and Restrictions for Interval Ownership within the Alpenland Sport Hotel and Fitness Center, dated as of October 1, 1984 (the "Declaration"), and the exhibits to such Declaration, which are available from Seller upon request. A Summary of the Declaration, By-Laws and Rules and Regulations of the Corporation has been provided to Purchaser.

Unit Designation	Occupancy Period	Maximum Occupancy
00		4

The following disclosures are made pursuant to the Federal Truth-in-Lending Act.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit, including your down payment
17.8%	$2,389.43	$5,900.00	$8,289.43	$8,289.43

Finance Charges begin to accrue upon the execution of the Interval Purchase Agreement. You will pay a fixed 17.8% annual interest rate on the unpaid principal balance as part of your monthly payments.

Number of Payments	Amount of Payments	When Payments are Due
48	$172.70	Day 5 of each month, beginning January 5, 2006

Purchaser is also obligated to pay an annual Maintenance Charge per Interval currently established at _____
The Maintenance Charge may be increased or decreased as set forth in the Declaration.
Security for financing: You are giving a Promissory Note to the Seller, secured by a security interest in your timeshare Interval(s).
Your Interval(s) will be subject to forfeiture in the event you fail to make any payment due Seller.
You will not be penalized for prepayment in full pursuant to acceleration or otherwise.
Neither disability nor Credit Life Insurance is required in this transaction.

(a) Cash Price: $5,900.00 (b) Closing Costs: $_____ (c) Down Payment: $0.00

(d) Future Payments: $0.00 Amount Financed (e) (a plus b minus c): $5,900.00

Date: September 15, 2006

Purchaser: Mary Mabon
MARY MABON

Purchaser: Larry Mabon
LARRY MABON

St. Johann Alpenland Resort Corporation

By: _____
Co/Representative and Title

_____
Name/Signature of sale agent submitting contract

Blumberg No. 5138

STATE'S EXHIBIT

Binding Effect

This contract is binding upon Seller and Purchaser and their heirs, legal representatives, successors and assigns, but it may not be assigned by Purchaser without the prior written consent of Seller. This contract supersedes any and all previous understandings and agreements between Seller and Purchaser and represents the entire agreement between Seller and Purchaser. NO REPRESENTATIONS OR INDUCEMENTS MADE PRIOR TO THIS CONTRACT, WHICH ARE NOT INCLUDED HEREIN, SHALL BE OF ANY FORCE AND EFFECT. This contract may only be amended or modified by an instrument in writing between Seller and Purchaser. This contract shall be construed under the laws of the State of Illinois.

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein. In consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 Hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

THE PARTIES ACKNOWLEDGE THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF ST. JOHANN ALPENLAND CORPORATION'S BEHALF IS ONLY A SALES AGENT, AND THAT THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY UPON THE EXPRESS WRITTEN APPROVAL OF ST. JOHANN ALPENLAND RESORT CORPORTION. UNTIL PURCHASER\ RECEIVES SAID APPROVAL THIS AGREEMENT SHALL BE CONSTRUED AS AN OFFER TO PURCHASE. SAID APPROVAL, IF IT IS TO COME, IS TO BE MADE VIA A SEPARATE DOCUMENT.

Date: September 15, 2006

Purchaser: Mary Mabon
MARY MABON

Purchaser: Larry Mabon
LARRY MABON

St. johann Alpenland Resort Corporation

By:
Co-Representative and Title

Name/Signature of sale agent submitting this contract

HOME OFFICE USE ONLY:
Stock Certificate Number:

STATE'S EXHIBIT

Numberg No. 5138

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510508**	Date of Sale: **04/07/2007**
ALLEN KILDOW **ANGEL KILDOW** [redacted] [redacted]4	( ) Interval Per Year (Annual) ( ) Interval EOY (Biennial)
# of II Weeks: ___1___ II Membership	Purchase Price: $5,900.00

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is $5,900.00Buyer has delivered to the Seller, the sum of $5,900.00 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $ 0.00 within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 0.00 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b Authorization to Insert Payment. Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

STATE'S EXHIBIT 999

5. RIGHTS AND OBL ATIONS OF SELLER. The Seller is a c ration located at Las Vegas, in Nevada The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II and/or HRMG, Sellers obligation to Buyer will be deemed fulfilled. While it is anticipated that II and/or HRMG will continue, II and HRMG make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II or HRMG. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HRMG
3101 Spring Mountain Rd Ste 3
Las Vegas, NV 89102

Buyer: **ALLEN KILDOW ANGEL KILDOW**
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into HRMG, II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange and/or HRMG membership. Each membership will require yearly dues to continue services. Seller will pay the Buyers dues for the 1st year. Renewal of all future dues is the Buyers obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from II and HRMG must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II and/or HRMG as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a quarterly maintenance fee of $ 72.00 which is the Buyers sole responsibility to pay and keep current to maintain ownership of any said resort week
    d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page

STATE'S EXHIBIT
Blumberg No. 5136

11. WAIVER. The waiv by one party of the performance of an ovenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this 04/07/2007

Seller: _____ Buyer: X _____
ALLEN KILDOW

Seller: _____ Buyer: X _____
ANGEL KILDOW

STATE'S EXHIBIT

Blumberg No. 5138

PURCHASE AGREEMENT

Vacation Resort Management

Enrollment Service Contract

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business at Crown Point, IN. You , Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **1417**	Date of Sale: **05/11/2006**
Buyer: **PAUL TOUGAW** **RUBY TOUGAW** [redacted]	(X) Platinum Service ( ) Gold Service
# of RCI Points: **24000**	Purchase Price: **$5,500.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with RCI points resorts and Star Vacation Club Membership Services.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain RCI points based inventory. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with RCI points resorts. Seller will administer the process of obtaining RCI points as well as membership into Star Vacation Club.
   a. Seller will process enrollment on behalf of Buyer into the RCI exchange program
   b. Seller will process enrollment on behalf of Buyer into Star Vacation Club
   c. Seller will arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI points affiliated Resorts.
   d. Seller will provide an orientation and/or training on how to best understand and use their memberships with RCI and/or Star Vacation Club only at the Buyer's request.
   e. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$5,500.00**. Buyer has delivered to the Seller, the sum of **$550.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$4,950.00** within ten days from the date of this Agreement.
   b. (✓) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$4,950.00** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week required through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder

Blumberg No. 5138

STATE'S EXHIBIT

RRR

PURCHASE AGREEMENT

Vacation Resort Management

Enrollment Service Contract

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business in Crown Point, IN. You , Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **3369**	Date of Sale: **07/28/2006**
Buyer: **JACK THOMAS** **VICKIE THOMAS** [redacted]	(X) Platinum Service ( ) Gold Service
# of RCI Points: **21750**	Purchase Price: **$6,000.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with RCI points resorts and Star Vacation Club Membership Services.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain RCI points based inventory. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with RCI points resorts. Seller will administer the process of obtaining RCI points as well as membership into Star Vacation Club.
   a. Seller will process enrollment on behalf of Buyer into the RCI exchange program
   b. Seller will process enrollment on behalf of Buyer into Star Vacation Club
   c. Seller will arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI points affiliated Resorts.
   d. Seller will provide an orientation and/or training on how to best understand and use their memberships with RCI and/or Star Vacation Club only at the Buyer's request.
   e. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$6,000.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$6,000.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$151.71** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder

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b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association, individual and/or travel club. Upon completion of transfer of ownership and membership enrollment with RCI and/or Star Vacation Club, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that RCI and/or Star Vacation Club will continue, RCI and Star make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by RCI or Star Vacation Club. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **JACK THOMAS**
VICKIE THOMAS
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into Star Vacation Club, RCI resorts or contracted developer of deeded inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted developers, home owners associations or individuals to Buyer provided that the RCI points value of such inventory reflects points equal to or greater than the number of points anticipated yearly by Buyer at the time of purchase. RCI has the right to adjust point values based on supply and demand at their sole discretion.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into RCI points exchange and/or Star Vacation Club membership. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from RCI and Star must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership to Buyer from contracted developers, resellers, homeowners association management companies and individuals, which can be used for participation in the RCI points resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory with a points value equal to or greater than the number of points the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly

STATE'S EXHIBIT

maintenance fee of **$249.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.

d. Buyer understands and acknowledges that he has 72 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise herunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this July 28, 2006.

Seller: Rebecca Schwab

Buyer: X Jack E Thomas
JACK THOMAS

Seller: _____

Buyer: X Vickie S. Thomas
VICKIE THOMAS

Blumberg No. 5138

STATE'S EXHIBIT

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510111**	Date of Sale: **03/11/2007**
Monica Sadler [redacted]	( ) Interval Per Year (Annual) ( ) Interval EOY (Biennial)
# of II Weeks: __1__ II Membership Gold Premier Level	Purchase Price: $3,995.00

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is $3,995.00Buyer has delivered to the Seller, the sum of $ 399.50 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $3,595.50 within ten days from the date of this Agreement.
   b. (✓) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 90.91 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

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Blumberg No. 5138

ST. JOHANN ALPENLAND RESORT CORPORATION
INTERVAL PURCHASE AGREEMENT AND
TRUTH IN LENDING DISCLOSURE STATEMENT

(For use in United States of America)

Purchaser: Monica Sadler
[redacted]
H.Phone: [redacted]. Phone:

Seller Agent: Harbor Management, Inc
1050 E. Flamingo St Ste 305
Las Vegas, NV 89119

Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Purchaser, on the terms and conditions set forth in this contract, the timeshare Interval(s) at the Alpenland Sport Hotel and Fitness Center, St. Johann, Pongau, Austria, described below (the "Interval(s)") The Interval(s) consists of the ownership of a specified number of shares in St. Johann Alpenland Resort Corporation, a corporation organized under the laws of the State of Delaware (the "Corporation"), and the right to reserve the occupancy of Unit(s) at the Alpenland Sport Hotel and Fitness Center within a specified Unit Designation for an Interval during a specified Occupancy Period with a specified Preferred Date, all as set forth in the Declaration of Covenants, Conditions and Restrictions for Interval Ownership within the Alpenland Sport Hotel and Fitness Center, dated as of October 1, 1984 (the "Declaration"), and the exhibits to such Declaration, which are available from Seller upon request. A Summary of the Declaration, By-Laws and Rules and Regulations of the Corporation has been provided to Purchaser.

Unit Designation	Membership Type	Maximum Occupancy
B Unit	B Unit Biennial	4

The following disclosures are made pursuant to the Federal Truth-in-Lending Act.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit, including your down payment
17.8%	$1,859.10	$3,595.50	$5,454 60	$3,995.00

Finance Charges begin to accrue upon the execution of the Interval Purchase Agreement. You will pay a fixed 17.8% annual interest rate on the unpaid principal balance as part of your monthly payments.

Number of Payments	Amount of Payments	When Payments are Due
60	$ 90.91	Day 25 of each month, beginning 04/25/2007

Purchaser is also obligated to pay a quarterly Maintenance Charge per Interval currently established at $ 288.00 The first payment will be due May 1, 2007. The Maintenance Charge may be increased or decreased as set forth in the Declaration. Security for financing: You are giving a Promissory Note to the Seller, secured by a security interest in your timeshare Interval(s). Your Interval(s) will be subject to forfeiture in the event you fail to make any payment due Seller. You will not be penalized for prepayment in full pursuant to acceleration or otherwise. Neither disability nor Credit Life Insurance is required in this transaction.

Cash	Closing	Down	Amount Financed
(a) Price: $3,995.00	(b) Costs: $ 0.00	(c) Payment: $ 399.50	(d) $3,595.50

THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF.

Within Five (5) Calendar Days of the date set forth below purchaser may cancel this contract for the purchase of a Time-share interval. Cancellation of the contract shall be without penalty to either party. If you elect to cancel your contract within the time period, you may do so by hand-delivering a notice thereof to the Seller or by mailing notice thereof by certified mail to the Seller or to Seller's agent for service of process.

Binding Effect

This contract is binding upon Seller and Purchaser and their heirs, legal representatives, successors and assigns, but it may not be assigned by Purchaser without the prior written consent of Seller. This contract supersedes any and all previous understandings and agreements between Seller and Purchaser and represents the entire agreement between Seller and Purchaser. NO REPRESENTATIONS OR INDUCEMENTS MADE PRIOR TO THIS CONTRACT, WHICH ARE NOT INCLUDED HEREIN, SHALL BE OF ANY FORCE AND EFFECT. This contract may only be amended or modified by an instrument in writing between Seller and Purchaser. This contract shall be construed under the laws of the State of Illinois.

You agree to pay Harbor Management Resort Group, or assignee, by automatic funds debit as designated or payment coupon, the total cost of your purchase, including all applicable interest from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above

THE PARTIES ACKNOWLEDGE THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF ST JOHANN ALPLENLAND CORPORATION'S BEHALF IS ONLY A SALES AGENT AND THAT THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY UPON THE EXPRESS WRITTEN APPROVAL OF ST. JOHANN ALPENLAND RESORT CORPORTION. UNTIL PURCHASER RECEIVES SAID APPROVAL THIS AGREEMENT SHALL BE CONSTRUED AS AN OFFER TO PURCHASE SAID APPROVAL, IF IT IS TO COME, IS TO BE MADE VIA A SEPARATE DOCUMENT

Never received

Date. 03/11/2007

St. Johann Alpenland Resort Corporation

Purchaser K. Monica Sadler
Monica Sadler

By
Co. Representative and Title

Purchaser

Blumberg No. 5138

STATE'S EXHIBIT

15001 Walden Rd. Suite 211
Montgomery, Texas 77356

Phone: 800-613-7410 * Intl: 936-582-1470 * Fax: 936-448-1472

August 20, 2006

Client #: _____

CORWIN JOHNSON
DAMALI SAMUELS
[redacted]

Deer CORWIN JOHNSON

Thank you for purchasing a timeshare unit from ICW, Inc.

THIS IS A CONTRACT whereby ICW, Inc. agrees to sell the following described property to CORWIN JOHNSON herein called (buyer,) who agrees to purchase, upon the terms and provisions hereof, the following real property or timeshare interest, in it's present condition, situated at FIRST FAIRWAY AT WALDEN.

1. Right to use and property is in perpetuity. Said property has no liens or encumbrances.

2. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the purchase price. Buyer hereby to the note older, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this purchase agreement.

a. If a default should occur in the payments of the installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less that 90 days notice at the option of the note holder.

b. Authorization to Insert Payment, Seller is herby authorized by Buyer to insert the payment date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

3. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, that any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final.

Herein called (buyer), who agrees to purchase, upon the terms and provisions hereof, the following real property or timeshare interest, in it's present condition, situated in:

FIRST FAIRWAY AT WALDEN

Bedrooms: 1 Bath(s): 1 Unit#: 141 Week#: 45 Season: E Points: 13000

Sales Price:	$6,000.00	
Closing Cost:	$0.00	
Maintenance:	$389.00	$389.00 to be billed
RCI Membership:	$0.00	
TOTAL:	$6,389.00	

Provisions:

Participant: Corwin C. Johnson
CORWIN JOHNSON Date: 08/20/2006

Co-Participant: Damali Samuels
DAMALI SAMUELS Date: 08/20/2006

Verification Officer: Rebecca S. Burrell Date: 08/20/2006

Blumberg No. 5138
STATE'S EXHIBIT
MMM

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase a Membership in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
17.8%	$2,792.26	$5,400.00	$8,192.26	$8,792.26

Number of Payments	Amount of Payments	Payments are Due
60	$136.54	November 20, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$6,000.00
2. Down Payment (excluding processing fees and membership dues)	$600.00
3. Future Payments Due	$0.00
4. Amount Financed	$5,400.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 Hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this August 20, 2006.

Seller: Vacation Resort Management

By: Rebecca Schwab
Co. Representative

Contract #: 4011

Borrower: Corwin Johnson
CORWIN JOHNSON

Borrower: Damali Samuels
DAMALI SAMUELS

Member #:

STATE'S EXHIBIT

PROMISSORY NOTE

Amount Financed: $5,400.00 Membership #: _____ Date: August 20, 2006

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay Vacation Resort Management ,or order, the principal sum of $5,400.00, with interest on the unpaid balance from the date of this Note, until paid, at the rate of interest of 17.8% percent per annum. Principal and interest shall be payable in 60 consecutive monthly installments of $136.54, on day 20 of each month beginning November 20, 2006. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the payment due date of month 60.

If any installment under this Note is not paid when due and remains unpaid for 10 days after the scheduled due date specified by this Note, the entire principal amount outstanding and accrued interest thereon shall at once be due and payable to the Note holder. In the event that the Note holder must enforce this Note to collect any indebtedness or to enforce or interpret the Note through attorneys at law or under advice therefrom, Borrower agrees to pay all costs of collection and enforcement, including reasonable attorneys' fees whether or not suit is brought and/or whether incurred in connection with collection, trial, appeal, bankruptcy or other creditor's proceedings or otherwise.

Borrower shall pay to the Note holder a late charge of Fifteen ($15.00) Dollars for any payment not received by the Note holder within 10 days after the installment is due. This late charge is in addition to any "NSF" charges that may be applicable.

Borrower may prepay the entire principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due, and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

On a regular basis you will receive a statement showing all transactions during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

The indebtedness evidenced by this Note is effective this date, August 20, 2006.

Borrower: _____ Date: 08/20/2006
CORWIN JOHNSON

Borrower: _____ Date: 08/20/2006
DAMALI SAMUELS

Contract #: 4011

Blumberg No. 5138
STATE'S EXHIBIT

PROMISSORY NOTE

Amount Financed: $ 0.00 Membership #: 510020 Date: 02/23/2007

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay **Crown Point Harbor**, the principal sum of $ **0.00**, with interest on the unpaid balance from the date of this Note, until paid, at the rate of interest of 0% percent per annum. Principal and interest shall be payable in 0consecutive monthly installments of $ 0.00, on day 23 of each month beginning 02/23/2007. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the payment due date of month 01/23/2007.

If any installment under this Note is not paid when due and remains unpaid for 10 days after the scheduled due date specified by this Note, the entire principal amount outstanding and accrued interest thereon shall at once be due and payable to the Note holder. In the event that the Note holder must enforce this Note to collect any indebtedness or to enforce or interpret the Note through attorneys at law or under advice therefrom, Borrower agrees to pay all costs of collection and enforcement, including reasonable attorneys' fees whether or not suit is brought and/or whether incurred in connection with collection, trial, appeal, bankruptcy or other creditor's proceedings or otherwise.

Borrower shall pay to the Note holder a late charge of Fifteen ($15.00) Dollars for any payment not received by the Note holder within 10 days after the installment is due. This late charge is in addition to any "NSF" charges that may be applicable.

Borrower may prepay the entire principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due, and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

On a regular basis you will receive a statement showing all transactions during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

The indebtedness evidenced by this Note is effective this date, 02/23/2007.

Borrower: Randel Campbell
Randel Campbell Date: 02/23/2007

Borrower: Cheryl Campbell
Cheryl Campbell Date: 02/23/2007

Contract #: 510020

Blumberg No. 5138
STATE'S EXHIBIT

ST. JOHANN ALPENLAND RESORT CORPORATION
INTERVAL PURCHASE AGREEMENT AND
TRUTH IN LENDING DISCLOSURE STATEMENT

(For use in United States of America)

Purchaser: Randel Campbell Cheryl Campbell
[redacted]
H.Phone[redacted] Bus. Phone:

Seller: St. Johann Alpenland Resort Corporation
1050 E Flamingo Rd Ste 305
Las Vegas, NV 89119

Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Purchaser, on the terms and conditions set forth in this contract, the timeshare Interval(s) at the Alpenland Sport Hotel and Fitness Center, St. Johann, Pongau, Austria, described below (the "Interval(s)"). The Interval(s) consists of the ownership of a specified number of shares in St. Johann Alpenland Resort Corporation, a corporation organized under the laws of the State of Delaware (the "Corporation"), and the right to reserve the occupancy of Unit(s) at the Alpenland Sport Hotel and Fitness Center within a specified Unit Designation for an Interval during a specified Occupancy Period with a specified Preferred Date, all as set forth in the Declaration of Covenants, Conditions and Restrictions for Interval Ownership within the Alpenland Sport Hotel and Fitness Center, dated as of October 1, 1984 (the "Declaration"), and the exhibits to such Declaration, which are available from Seller upon request. A Summary of the Declaration, By-Laws and Rules and Regulations of the Corporation has been provided to Purchaser.

Unit Designation	Occupancy Period	Maximum Occupancy
B Unit		4

The following disclosures are made pursuant to the Federal Truth-in-Lending Act.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit, including your down payment
0%	$ 0.00	$ 0.00	$ 0.00	$5,000.00

Finance Charges begin to accrue upon the execution of the Interval Purchase Agreement. You will pay a fixed 0% annual interest rate on the unpaid principal balance as part of your monthly payments.

Number of Payments	Amount of Payments	When Payments are Due
0	$ 0.00	Day 23 of each month, beginning 02/23/2007

Purchaser is also obligated to pay a quarterly Maintenance Charge per Interval currently established at $288.00 The Maintenance Charge may be increased or decreased as set forth in the Declaration. Security for financing: You are giving a Promissory Note to the Seller, secured by a security interest in your timeshare Interval(s). Your Interval(s) will be subject to forfeiture in the event you fail to make any payment due Seller. You will not be penalized for prepayment in full pursuant to acceleration or otherwise. Neither disability nor Credit Life Insurance is required in this transaction.

Cash Price	Closing Costs	Down Payment	Amount Financed
(a) $5,000.00	(b) $ 0.00	(c) $5,000.00	(d) (a plus b minus c): $ 0.00

THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF.

Within Five (5) Calendar Days of the date set forth below purchaser may cancel this contract for the purchase of a Time-share interval. Cancellation of the contract shall be without penalty to either party. If you elect to cancel your contract within the time period, you may do so by hand-delivering a notice thereof to the Seller or by mailing notice thereof by certified mail to the Seller or to Seller's agent for service of process.

Binding Effect

This contract is binding upon Seller and Purchaser and their heirs, legal representatives, successors and assigns, but it may not be assigned by Purchaser without the prior written consent of Seller. This contract supersedes any and all previous understandings and agreements between Seller and Purchaser and represents the entire agreement between Seller and Purchaser. NO REPRESENTATIONS OR INDUCEMENTS MADE PRIOR TO THIS CONTRACT, WHICH ARE NOT INCLUDED HEREIN, SHALL BE OF ANY FORCE AND EFFECT. This contract may only be amended or modified by an instrument in writing between Seller and Purchaser. This contract shall be construed under the laws of the State of Illinois.

You agree to pay Harbor Management Resort Group, or assignee, by automatic funds debit as designated or payment coupon, the total cost of your purchase, including all applicable interest from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above.

THE PARTIES ACKNOWLEDGE THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF ST. JOHANN ALPLENLAND

Blumberg No. 5138

STATE'S EXHIBIT

PURCHASE AGREEMENT

Vacation Resort Management

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business in Crown Point, IN. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **5848**	Date of Sale: **10/06/2006**
Buyer: **TODD MAYER** **LISA MAYER** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$4,900.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$4,900.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$4,900.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$123.90** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

STATE'S EXHIBIT
Blumberg No. 5138

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER: The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **TODD MAYER**
LISA MAYER
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$292.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 72 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

Blumberg No. 5138
STATE'S EXHIBIT

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 72 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this October 6, 2006.

Seller: Rebecca Schurel

Buyer: TODD MAYER

Seller: _____

Buyer: LISA MAYER

STATE'S EXHIBIT

Blumberg No. 5138

II ACTIVATION ACKNOWLEDGMENT

The buyer can expect II Enrollment in approximately 45 to 60 days. The II program can be used after three (3) timely payments have been made.

At the buyers request; once II is activated Star Vacation Resorts can provide an orientation or training session on how to best use and understand the membership, benefits and booking procedures.

Participant: TODD MAYER Date: 10/06/2006

Co-Participant: LISA MAYER Date: 10/06/2006

Verification Officer: Rebecca Schuol Date: 10/06/2006

Blumberg No. 5138

STATE'S EXHIBIT

RCI POINTS ENTRY PROGRAM PARTICIPATION AGREEMENT

A. Participant Information

Email: jande226@sbcglobal.net

Date: 07/30/2006

Resort Name:

Resort ID:

Applicant Name: Phillippe William D
Last / First / Middle Initial

Social Security#: [redacted]

Date Of Birth: [redacted]
Month / Day / Year

Country(ies) of Citizenship: US

Applicant Name: Phillippe Janet M.
Last / First / Middle Initial

Social Security#: [redacted]

Date Of Birth: [redacted]
Month / Day / Year

Country(ies) of Citizenship: U.S.

Street Address: [redacted]

Home Phone: [redacted]

Business Phone:

City: Crown Pt.

Other Phone: [redacted]

State/Zip: IN, 46307

Sales Person:

B. RCI Membership

I am an RCI member Yes ( ) No (X)
The answer to this statement must be 'No' to participate in the RCI Points Entry Program.

C. Points Package

Indicate which one of the RCI Points Entry Program packages has been purchased:

One (1) year ( )	Two (2) years (X)	Three (3) years ( )
30,000 Points	15,000 Points per Use Year (total of 30,000)	15,000 points per Use Years 1 and 2 with the added option to save Use Year 2 points into Use Year 3 (total of 30,000 Points)

D. Membership Term

This RCI Points Entry Program Participation Agreement shall be for a term of one (1), two (2), or three (3) years, as set forth in Section C above. The undersigned Participant can redeem the RCI Points Entry Program points for resort inventory during the indicated term. A Use Year is a twelve (12) month period. If the Participant's term is for more than one (1) year, then Use Year shall mean the annual recurring twelve (12) month period during the term. The commencement of the undersigned Participant's Use Year is determined by RCI and is based on the date RCI receives this RCI Points Entry Program Participation Agreement.

I understand that my use of and access to the RCI Points Entry Program is subject to and governed by the Terms and Conditions attached hereto or on the back of this Participation Agreement, which Terms and Conditions are incorporated herein and made a part hereof. I have read, and I agree to be bound by those Terms and Conditions.

Participant: WILLIAM PHILLIPPE

Co-Participant: JANET PHILLIPPE

Blumberg No. 5138
STATE'S EXHIBIT
XXX

Retail Installment Contract

Notice to Buyer (1) Do not sign this agreement until you have read it or if it contains blank spaces, (2) You are entitled to a completely filled in copy of this agreement, (3) You can prepay the full amount due under this contract at any time. (4) If you desire to pay off the balance in advance, the amount which is outstanding will be furnished upon request.

You as the buyer(s) wish to purchase from Vacation Resort Management in the Star Travel Club which includes the rights and privileges described in the Purchase Contract. In consideration for the issuance of the Membership, you are providing us with payment tendered with this Contract and your promise to pay the balance, if any, of your total purchase price plus any finance charges in accordance with the terms of this Contract.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
Creditor: Vacation Resort Management

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL COST
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments	The total cost of your purchase on credit, incl. your down payment
0%	$0.00	$1,595.00	$1,595.00	$1,595.00

Number of Payments	Amount of Payments	Payments are Due
18	$88.61	October 30, 2006

Security: You are not giving the lender a security in any property you own.
Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charges.
Late Charges: If Buyer has not made a monthly payment within 10 days on which it is due, Buyer will be assessed a late charge of $15.00. Buyer agrees to pay the actual and reasonable costs of collection, including attorney's fees, occasioned by failure of the Buyer to notify the holder of any change of residence, or by the failure of the Buyer to communicate with the holder for a period of 45 days after default in making payments due under this contract.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	$1,595.00
2. Down Payment (excluding processing fees and membership dues)	$0.00
3. Amount Financed	$1,595.00

You agree to pay Vacation Resort Management, or assignee by automatic funds debit as designated or payment coupon, all you owe under this Agreement, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment, at a fixed simple per annum interest rate, as referenced herein, in consecutive payments in the amounts and on the dates explained above. If buyer wishes to cancel this retail installment agreement it must be sent via certified mail within 72 Hours to Vacation Resort Management 24 N. Washington Suite 2000 - Batavia, IL 60510. In order to process your cancellation, all goods and materials must be returned in person and a cancellation disclosure must be signed at time of refund in order to finalize the cancellation.

NOTICE

( ) Seller assigns its interest in this contract to alternative debt portfolios

You acknowledge that (1) prior to signing this Agreement you have read and received a legible, exact and completely filled-in copy of this Agreement and that, upon signing, such a copy was also signed by all the parties hereto, and (2) you have received a copy of every document you signed during the contract negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this July 30, 2006.

Seller: Vacation Resort Management

By: Rebecca Schwab
Sales Representative

Contract #: 3434

Borrower: WILLIAM PHILLIPPE

Borrower: JANET PHILLIPPE

Member #:

Blumberg No. 5138
STATE'S EXHIBIT

PURCHASE AGREEMENT

Harbor Resort Management Group

Interval International

In this Agreement "Seller" means (HRMG, Harbor Resort Management Group) a Nevada corporation doing business at Las Vegas, NV. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **510434**	Date of Sale: **04/01/2007**
YONGKYUN KIM **AELAN KIM CHOI** [redacted]	( ) Interval Per Year (Annual) (X) Interval EOY (Biennial)
# of II Weeks: ___1___ II Membership Gold Premier Level	Purchase Price: $3,900.00

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with HRMG or Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II and/or HRMG only at the Buyers request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is $3,900.00Buyer has delivered to the Seller, the sum of $3,900.00 as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of $ 0.00 within ten days from the date of this Agreement.
   b. ( ) By paying to the Seller (or Seller's nominee) in monthly installments the sum of $ 0.00 on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price. Buyer hereby to the note holder, it's successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment. Seller is hereby authorized by Buyer to insert the payment date to coincide with Sellers billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

STATE'S EXHIBIT XXX

Blumberg No. 5136

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Las Vegas, in Nevada The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II and/or HRMG, Sellers obligation to Buyer will be deemed fulfilled. While it is anticipated that II and/or HRMG will continue, II and HRMG make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II or HRMG. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: HRMG
3101 Spring Mountain Rd Ste 3
Las Vegas, NV 89102

Buyer: **YONGKYUN KIM AELAN KIM CHOI**
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyers request of fulfillment or non-fulfillment on any travel related services provided by Seller, Sellers affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into HRMG, II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange and/or HRMG membership. Each membership will require yearly dues to continue services. Seller will pay the Buyers dues for the 1st year. Renewal of all future dues is the Buyers obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from II and HRMG must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II and/or HRMG as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a quarterly maintenance fee of $ 72.00 which is the Buyers sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 3 days in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

STATE'S EXHIBIT
Blumberg No. 5136

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this 04/01/2007

Seller: Rebecca Schmid Buyer: Yongkyun Kim
YONGKYUN KIM

Seller: _____ Buyer: Kim Choi
AELAN KIM CHOI

STATE'S EXHIBIT

Numberg No. 5138

PURCHASE AGREEMENT

Vacation Resort Management

Enrollment Service Contract

Howard A. Shelhart
12407 N 100 E
Wheatfield, IN 46392

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business in Crown Point, IN. You , Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **3081**	Date of Sale: **07/18/2006**
Buyer: **HOWARD SHELHART** **CAROL EBERT** [redacted]	(X) Platinum Service ( ) Gold Service
# of RCI Points: **44300**	Purchase Price: **$7,810.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with RCI points resorts and Star Vacation Club Membership Services.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain RCI points based inventory. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with RCI points resorts. Seller will administer the process of obtaining RCI points as well as membership into Star Vacation Club.
   a. Seller will process enrollment on behalf of Buyer into the RCI exchange program
   b. Seller will process enrollment on behalf of Buyer into Star Vacation Club
   c. Seller will arrange transfer of deeded inventory and ownership from contracted Developer and Management companies to Buyer from RCI points affiliated Resorts.
   d. Seller will provide an orientation and/or training on how to best understand and use their memberships with RCI and/or Star Vacation Club only at the Buyer's request.
   e. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$7,810.00**. Buyer has delivered to the Seller, the sum of **$781.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$7,029.00** within ten days from the date of this Agreement.
   b. ~~(x)~~By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$177.73** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder

b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association, individual and/or travel club. Upon completion of transfer of ownership and membership enrollment with RCI and/or Star Vacation Club, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that RCI and/or Star Vacation Club will continue, RCI and Star make no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by RCI or Star Vacation Club. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **HOWARD SHELHART**
[redacted]

Howard A Shelhart
12407 N 100 E
Wheatfield IN 46392-9011

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into Star Vacation Club, RCI resorts or contracted developer of deeded inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted developers, home owners associations or individuals to Buyer provided that the RCI points value of such inventory reflects points equal to or greater than the number of points anticipated yearly by Buyer at the time of purchase. RCI has the right to adjust point values based on supply and demand at their sole discretion.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into RCI points exchange and/or Star Vacation Club membership. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from RCI and Star must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in RCI and/or Star Vacation Club as well as locating and overseeing the deeded transfer of ownership to Buyer from contracted developers, resellers, homeowners association management companies and individuals, which can be used for participation in the RCI points resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory with a points value equal to or greater than the number of points the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly

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Blumberg No. 5138

Howard A Shelhart
12407 N 100 E
Wheatfield IN 46392-9011

maintenance fee of $499.00, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.

d. Buyer understands and acknowledges that he has 72 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise herunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within seven (7) days from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this July 18, 2006.

Seller: Rebecca Schwab Buyer: X Howard Shelhart
HOWARD SHELHART

Seller: _____ Buyer: _____
CAROL EBERT

STATE'S EXHIBIT

HOWARD A SHELHART 07-06 1032

[redacted]

20-6/740 367
112829612

DATE 9 30 06

PAY TO THE ORDER OF Harbor Management $ 7020.00

Seven Thousand twenty dollars xx/100 DOLLARS

National City.
National City Bank of Indiana
Mishawaka, Indiana

MEMO

Howard Shelhart

[redacted]

Howard A. Shelhart
12407 N 100 E
Wheatfield, IN 46392

3/06
4909962
20654709

11022006
074909962
09204152[illegible]

041000124
NATIONAL CITY BK096
4/03/06
[illegible]

FOR DEPOSIT ONLY
HARBOR MANAGEMENT, INC.
709465777

STATE'S EXHIBIT
AAAA

Numberg No. 5138

Request #8
For Capital One

Harbor Management Resort Group
Purchase Proposal

Member ID:
Contract #:
Date:

Name 1: Richard R. Suchanuk
SS# 1: [redacted]

Name 2: Carmen L. Suchanuk
SS# 2: [redacted]

Address: [redacted]
City: Portage

State: [redacted]
Zip: 46368

~~Home~~ Work Phone: [redacted]
~~Work~~ Home Phone: [redacted]

TOTAL SALES PRICE		3,550.00
Initial Downpayment		3,550.00
Amount Financed		0.00
Terms		
Months		0
Rate	0.00%	
Service Fee		
Monthly Payment		

2% Cap on mf

Payment Method: o Cash o Check ● MC o VISA o AMEX
SURE PAY: Yes x No

Comments: I week every other year 288 yrl mtf
7 getaways every year
GOLD MEMBER

Front End ANDRE'
Manager: ANDRE'

Back End
VLO:

Richard R. Suchanuk
Applicant 1 Signature

Carmen L. Suchanuk
Applicant 2 Signature

This is a Proposal and not a contract. Subject to execution of final contract and/or lending documents

Blumberg No. 5138
STATE'S EXHIBIT
BBBB

HARBOR MANAGEMENT RE
3101 SPRING MOUNTAIN
LAS VEGAS, NV, 89102

TERMINAL I.D.: 58668303
MERCHANT # : 028100078865003

02/23/07 8:24 PM

MASTERCARD
**********2214
SWIPED

SALE
BATCH: 000038
INV:000003

AUTH: 051084
RRN: 00000000

TOTAL $355 00

$3,550.00 CS

CARMEN L SUCHANUK

CUSTOMER COPY

Blumberg No. 5138
STATE'S EXHIBIT
CCCC

PURCHASE AGREEMENT

Vacation Resort Management

In this Agreement "Seller" means (VRM, Vacation Resort Management) a Nevada corporation doing business in Crown Point, IN. You, Yours and Buyer means the Buyer(s) shown on the first page and last page of this Agreement.

Contract #: **5716**	Date of Sale: **10/01/2006**
Buyer: **VENETA WISE** **LESLIE WISE-SMITH** [redacted]	(X) Interval Per Year (Annual) ( ) Interval EOY (Bi-Ennial)
# of II Weeks: 1 II Membership Gold Premier Level	Purchase Price: **$7,995.00**

1. PURCHASE AGREEMENT, By signing this service Agreement, seller agrees to sell Buyer and Buyer agrees to buy a service agreement to provide Buyer with enrollment, membership and/or ownership into a Vacation Ownership and/or Vacation Club Travel program affiliated with Interval International Exchange Service.

2. SERVICE AGREEEMENT, Seller will provide Buyer with a service which will enable Buyer to with obtain Interval International. Seller will directly or indirectly link Buyer with various developers and/or management companies representing HOA's affiliated with II Interval(s) resorts. Seller will administer the process of obtaining interval(s) of vacation ownership.
   a. Seller will process enrollment on behalf of Buyer into the II exchange program
   b. Seller will arrange transfer of inventory and ownership from contracted Developer and Management companies to Buyer from Interval International affiliated Resorts on behalf of resorts Homeowners Association (HOA).
   c. Seller will provide an orientation and/or training on how to best understand and use their memberships with II only at the Buyer's request.
   d. Seller will provide Buyer with all terms and conditions of each servicing company.

3. PURCHASE PRICE, The total purchase price of this service contract is **$7,995.00**. Buyer has delivered to the Seller, the sum of **$0.00** as a down payment (the "down payment") on the purchase of a service. The down payment shall be applied against the total purchase price upon acceptance of this Agreement by Seller. Buyer agrees to pay the remaining balance of the total purchase price as follows; (check one)
   a. ( ) By paying to the Seller, in cash or by cashier's check, the sum of **$7,995.00** within ten days from the date of this Agreement.
   b. (X) By paying to the Seller (or Seller's nominee) in monthly installments the sum of **$202.15** on those terms described in a promissory note executed by Buyer of even date herewith (see paragraph below)

4. SECURITY AGREEMENT. In order to secure Buyer obligation to Seller under the note if any, executed by Buyer as part of the service purchase price, Buyer hereby to the note holder, its successors and assigns a purchase money security interest in Buyers ownership of a deeded resort week acquired through this service Agreement.
   a. If a default should occur in the payments of the Installment under the note, the entire principal of sum and accrued interest shall at once become due and payable upon not less than 90 days notice at the option of the note holder
   b. Authorization to Insert Payment, Seller is hereby authorized by Buyer to insert the payment

STATE'S EXHIBIT DDDD
Bumberg No. 6138

date to coincide with Seller's billing process as well as have all monthly and yearly dues and or payments deducted electronically from Buyer (see attached auto debit form)

5. RIGHTS AND OBLIGATIONS OF SELLER. The Seller is a corporation located at Crown Point, IN. The Seller is simply providing a service of enrollment on Buyer's behalf to obtain inventory with transfer of ownership directly from the contracted Developer, homeowners association. Upon completion of transfer of ownership and membership enrollment with II, Seller's obligation to Buyer will be deemed fulfilled. While it is anticipated that II will continue, II makes no representations to the continued viability or affiliation of any resort. Your decision to purchase should be based primarily upon benefits gained from ownership and use of your vacation membership. All representations of servicing benefits are limited to and only represented to materials supplied by II. Seller will provide Buyer with copies of enrollment applications as well as terms and conditions as provided by Sellers vendors.

6. NOTICES. No notice, request, demand, Instruction or other document exclusive of billing or collection shall be effective for any purpose unless personally delivered to the person at the appropriate address specified below (in which event of such notice will be deemed effective only upon such delivery) or when delivered by certified mail five (5) days after confirmation of receipts from any United States post office which the notice is addressed postage pre-paid, address as follows:

Seller: VRM
24 N. Washington Suite 2000
Batavia, IL 60510

Buyer: **VENETA WISE**
LESLIE WISE-SMITH
[redacted]

7. REPRESENTATIONS. This Agreement is not subject to any verbal representations or Buyer's request of fulfillment or non-fulfillment on any travel related services provided by Seller, Seller's affiliations or any other servicing membership, enrollment or membership. Buyer hereby acknowledges that he has read and understands the terms and conditions provided by Seller to Buyer for membership into II resorts or contracted developer of inventory.

8. TRANSFER OF OWNERSHIP. Buyer hereby grants authority to Seller to transfer ownership from contracted, home owners associations to Buyer provided that the II interval(s) value of such inventory reflects the number of interval(s) anticipated yearly by Buyer at the time of purchase.

9. MEMBERSHIP. Seller will process the enrollment of Buyer into Interval Internationals exchange. Each membership will require yearly dues to continue services. Seller will pay the Buyer's dues for the 1st year. Renewal of all future dues is the Buyer's obligation and handled directly with each servicing membership affiliate. Buyer is not obligated to renew any membership. Dues from must be current in order to use membership services.

10. WARRANTIES AND ACKNOWLEDGEMENT OF BUYER. Buyer consents, represents, warrants and acknowledges to Seller that
    a. Buyer is purchasing a service contract that requires seller to enroll Buyer in II as well as locating and overseeing the transfer of ownership to Buyer from contracted, homeowners association or management companies, which can be used for participation in the II exchange resort program.
    b. Buyer understands that transfer of ownership to Buyer is at the sole discretion of Seller as to which resort inventory will be transferred to Buyer. Assignment of inventory will be determined by inventory availability with interval(s) value equal to or greater than the number of interval(s) the Buyer wishes to obtain through this service Agreement.
    c. Buyer understands and acknowledges that transfer of ownership will place a yearly maintenance fee of **$585.00**, which is the Buyer's sole responsibility to pay and keep current to maintain ownership of any said resort week.
    d. Buyer understands and acknowledges that he has 72 Hours in order to cancel this Agreement and must do so according with the rules on the Truth-in-Lending contract page.

STATE'S EXHIBIT
Blumberg No. 5138

11. WAIVER. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

12. AMENDMENTS. No change in or addition to this Agreement or any part Hereof shall be valid unless in writing and signed by or on behalf of the parties hereto. Buyer hereby agrees to execute any amendment requested of Buyer by Seller to the extent such amendment is required for compliance with Federal, State or Local law.

13. SURVIVAL. All covenants and agreements made herein shall survive the execution and delivery of the Agreement

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and be enforceable by the successors and assigns of Seller and Buyer.

15. OFFER TO PURCHASE. Buyers' signature herein constitutes an offer to purchase the services described hereinabove. Unless Buyer receives a written notice from Seller specifically rejecting such offer within 72 Hours from execution hereof, Seller shall deem this offer acceptable.

16. ARBITRATION. Notwithstanding anything to the contrary both parties hereby agree, than any disputes other than collection efforts will be subject to arbitration at the Better Business Bureau and their decision will be final and binding.

IN WITNESS WHEREOF, the parties have set forth their signature this October 1, 2006.

Seller: _____ Buyer: _____
VENETA WISE

Seller: _____ Buyer: _____
LESLIE WISE-SMITH

STATE'S EXHIBIT
Blumberg No. 5138

II ACTIVATION ACKNOWLEDGMENT

The buyer can expect II Enrollment in approximately 45 to 60 days. The II program can be used after three (3) timely payments have been made.

At the buyers request; once II is activated Star Vacation Resorts can provide an orientation or training session on how to best use and understand the membership, benefits and booking procedures.

Participant: VENETA WISE Date: 10/01/2006

Co-Participant: LESLIE WISE-SMITH Date: 10/01/2006

Verification Officer: Date: 10/01/2006

STATE'S EXHIBIT

Blumberg No. 5138

ST. JOHANN ALPENLAND RESORT CORPORATION
INTERVAL PURCHASE AGREEMENT AND
TRUTH IN LENDING DISCLOSURE STATEMENT
(For use in United States of America)

Purchaser: VENETA WISE LESLIE WISE-SMITH
Address: [redacted]
City/State [redacted]
Home Phone [redacted]
Business Phone: _____

Seller:
St. Johann Alpenland Resort Corporation
24 N. Washington Suite 2000
Batavia, IL 60510
United States of America

Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Purchaser, on the terms and conditions set forth in this contract, the timeshare Interval(s) at the Alpenland Sport Hotel and Fitness Center, St. Johann, Pongau, Austria, described below (the "Interval(s)"). The Interval(s) consists of the ownership of a specified number of shares in St. Johann Alpenland Resort Corporation, a corporation organized under the laws of the State of Delaware (the "Corporation"), and the right to reserve the occupancy of Unit(s) at the Alpenland Sport Hotel and Fitness Center within a specified Unit Designation for an Interval during a specified Occupancy Period with a specified Preferred Date, all as set forth in the Declaration of Covenants, Conditions and Restrictions for Interval Ownership within the Alpenland Sport Hotel and Fitness Center, dated as of October 1, 1984 (the "Declaration"), and the exhibits to such Declaration, which are available from Seller upon request. A Summary of the Declaration, By-Laws and Rules and Regulations of the Corporation has been provided to Purchaser.

Unit Designation	Occupancy Period	Maximum Occupancy
00		4

The following disclosures are made pursuant to the Federal Truth-in-Lending Act.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount that you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit, including your down payment
17.8%	$4,134.10	$7,995.00	$12,129.10	$12,129.10

Finance Charges begin to accrue upon the execution of the Interval Purchase Agreement. You will pay a fixed 17.8% annual interest rate on the unpaid principal balance as part of your monthly payments.

Number of Payments	Amount of Payments	When Payments are Due
60	$202.15	Day 1 of each month, beginning January 1, 2007

Purchaser is also obligated to pay an annual Maintenance Charge per Interval currently established at _____
The Maintenance Charge may be increased or decreased as set forth in the Declaration.
Security for financing: You are giving a Promissory Note to the Seller, secured by a security interest in your timeshare Interval(s).
Your Interval(s) will be subject to forfeiture in the event you fail to make any payment due Seller.
You will not be penalized for prepayment in full pursuant to acceleration or otherwise.
Neither disability nor Credit Life Insurance is required in this transaction.

(a) Cash Price: $7,995.00 (b) Closing Costs: $_____ (c) Down Payment: $0.00

(d) Future Payments: $0.00 Amount Financed (e) (a plus b minus c): $7,995.00

Date: October 1, 2006

Purchaser: Veneta J. Wise
VENETA WISE

Purchaser: L. Wise-Smith
LESLIE WISE-SMITH

St. johann Alpenland Resort Corporation

By: _____
Co.Representative and Title

_____
Name/Signature of sale agent submitting contract

Blumberg No. 5138
STATE'S EXHIBIT

PROMISSORY NOTE

Amount Financed: $7,995.00 Membership #: _____ Date: October 1, 2006

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay Vacation Resort Management ,or order, the principal sum of $7,995.00, with interest on the unpaid balance from the date of this Note, until paid, at the rate of interest of 17.8% percent per annum. Principal and interest shall be payable in 60 consecutive monthly installments of $202.15, on day 1 of each month beginning January 1, 2007. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the payment due date of month 60.

If any installment under this Note is not paid when due and remains unpaid for 10 days after the scheduled due date specified by this Note, the entire principal amount outstanding and accrued interest thereon shall at once be due and payable to the Note holder. In the event that the Note holder must enforce this Note to collect any indebtedness or to enforce or interpret the Note through attorneys at law or under advice therefrom, Borrower agrees to pay all costs of collection and enforcement, including reasonable attorneys' fees whether or not suit is brought and/or whether incurred in connection with collection, trial, appeal, bankruptcy or other creditor's proceedings or otherwise.

Borrower shall pay to the Note holder a late charge of Fifteen ($15.00) Dollars for any payment not received by the Note holder within 10 days after the installment is due. This late charge is in addition to any "NSF" charges that may be applicable.

Borrower may prepay the entire principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due, and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

On a regular basis you will receive a statement showing all transactions during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

The indebtedness evidenced by this Note is effective this date, October 1, 2006.

Borrower: X _____ Date: 10/01/2006
VENETA WISE

Borrower: X _____ Date: 10/01/2006
LESLIE WISE-SMITH

Contract #: 5716

Blumberg No. 5138 STATE'S EXHIBIT

St. Johann Alpenland Resort Corporation

PURCHASER'S ACKNOWLEDGEMENT

Contract No.: 5716

ATTENTION: Before your Purchase Contract is signed, please read and initial that you understand and acknowledge the following items. If you do not understand or if you have any questions concerning any item, please obtain this information from your sales representative BEFORE initialing any item.

By my initials, I, the undersigned, acknowledge that I understand and agree to each of the following items:

Initials

1. I have read and understand all the terms of my Purchase Contract.
2. I acknowledge that I am of legal age and have the financial ability to become an Interval Owner.
3. I understand that my Purchase Contract shall not be affected or altered by any representation or agreement, oral or otherwise, not contained in my Purchase Contract.
4. I acknowledge that I have received the required Truth-in-Lending Disclosure Statement (if I am financing my purchase).
5. I purchased my Interval(s) for my personal use and not as an investment. Further, my purchase of the Interval Program is not one of an investment nature. No reference to, rental program, rental income or resale income whatsoever has been made to me (us) which has influenced my (our) decision to purchase.
6. I understand that Seller has no resale program, and no representations have been made that Seller can or will handle resales of my Interval(s) in the future.
7. Purchaser acknowledges that he has not been induced to make this purchase based on any specific exchange request, or on any other contingency.
8. I understand that every Vacation Week consists of seven consecutive nights from the Saturday check-in time of 4:00 p.m. until the following Saturday check-out time of 10:00 a.m.
9. If I, the members of my family, my guests or designees do not use my entire Vacation Week in a given year, the time cannot be accumulated or carried forward for future use at this Project, and no monetary refund of any kind will be made.
10. I understand that absolutely no pets are allowed in the Units or elsewhere in the Project.
11. I understand that I have purchased a week(s) usage at the Alpenland Resort during the F season and that I must reserve an 00 type unit at least 90 days in advance of my arrival. This unit has a maximum occupancy of 4 people.
12. I understand that seller has executed an agreement with Interval International (II) under which II will offer a reciprocal exchange service to purchasers. The purpose of this service is to allow purchasers the option of exchanging the use of his vacation week(s) at Alpenland, for occupancy at other resorts participating in the II exchange program. Purchasers' participation in the program is voluntary and subject to payment of annual dues, as is required by II. Exchange reservation policy procedure and fees are the sole responsibility of II. Any representations made regarding the exchange program are set forth in the literature provided by II.
13. I (We) have not been pressured or promised anything that is not contained in the agreements which we have received. The following is a list of documents we have received: A) Purchase Agreement (Truth in Lending Statement); B) Acknowledgement; and C) Summary of Declaration.
14. I (We) understand the following:
    a. I (We) have made a down payment of $0.00
    b. I (We) will be making 60 consecutive installments of $202.15
    c. I (We) have paid the first years dues to Interval International of $84.00 which is an annual amount optional to me (us)
    d. In addition, I will pay an annual maintenance fee currently established at $585.00 per interval. I (we) own. (This fee is subject to increase or decrease based on actual costs).

It is understood that by reviewing and initialing this Acknowledgement I am indicating that I am aware of my rights, privileges, and obligations as an Interval Owner within Alpenland.

Seller: _____
St. Johann Alpenland Resort Corporation

Buyer: _____
VENETA WISE

Buyer: _____
LESLIE WISE-SMITH

Comments: _____

ORIGINAL

Blumberg No. 5138

STATE'S EXHIBIT

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. ABSENCE OF THIS FEATURE WILL INDICATE A COPY

497 0193123

NEW BUFFALO
SAVINGS BANK
2724

October 05, 2006

PAY TO THE ORDER OF ***$7,995 DOLLARS AND 00 CENTS** $**$7,995.00

V.R.M. VACATION RESORT

FDIC RE: VENITA WISE
Federal Deposit Insurance Corporation

PAYABLE THROUGH
US BANK
ST. PAUL, MN

New Buffalo Savings Bank

AUTHORIZED SIGNATURE

[redacted]

STATE'S EXHIBIT
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Lumberg No. 5138

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For Deposit Only
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