

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

*Securities and Exchange Commission v. Creative Capital Consortium, LLC, et al.,
A Creative Capital Concept\$, LLC, and George L. Theodule,
Case No. 08-81565-Civ-Hurley/Hopkins (S.D. Fla.)*

NOTICE OF CLAIMS BAR DATE

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

Dear Potential Claimant:

On December 29, 2008, the Securities and Exchange Commission (“SEC”) filed in the United States District Court for the Southern District of Florida, West Palm Beach Division, a Complaint for Injunctive and Other Relief against George Theodule and certain entities alleging that Theodule, through those and other companies, violated the Securities Exchange Act of 1934. The SEC sought a permanent injunction against the defendants to restrain any further securities law violations and other relief.

The Court appointed Jonathan E. Perlman, Esq., as the Receiver of: Creative Capital Consortium, LLC; A Creative Capital Concept\$, LLC; United Investment Club, LLC; Reverse Auto Loan, LLC; Wealth Builders Circle, LLC; The Dream Makers Capital Investment, LLC; G\$ Trade Financial, Inc.; and Unity Entertainment Group, Inc. (the “Receivership Entities”). The Receiver has marshalled and recovered funds that he wants to distribute fairly to investor-victims of the Creative Capital/George Theodule fraud and Ponzi scheme. On March 31, 2016, the Court entered an order authorizing certain summary notice procedures establishing a Claims Process and setting a **Claims Bar Date**.

You are receiving this Notice because the Receiver’s records show that you *may* have a Claim against the Receivership Entities. Receiving this Notice does not mean that you have a valid Claim.

Deadline for Submitting Claims to the Receiver – Claims Bar Date

NOTICE IS GIVEN that investor-victims of the Creative Capital/George Theodule fraud and Ponzi scheme with potential Claims to Receivership Property should submit a Claim to the Receiver **no later than August 16, 2016**, which is the **Claims Bar Date** set by Court order. A Proof of Claim form with instructions for submitting a Claim is included with this Notice.

A **Proof of Claim** form, and a Claims Packet, consisting of a copy of this Notice, the Claims Procedures, and the Order approving the Claims Procedures—as well as answers to frequently asked questions (“FAQs”) about how to submit a Claim—are available at the Receiver’s website: www.creativecapitalreceivership.com.

Jonathan E. Perlman, Court-Appointed Receiver
Creative Capital Receivership
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Toll-Free No.: 1-888-405-5254 (recorded information)
Website: www.creativecapitalreceivership.com

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO. 08-81565-CIV-HURLEY/HOPKINS**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

CREATIVE CAPITAL CONSORTIUM,
LLC, et al.,

Defendants.

**SUMMARY PROCEDURES FOR CLAIMS ADMINISTRATION
AND DISTRIBUTION PLAN**

The following summary claims administration procedures and distribution plan for Receivership Property shall control the claims administration process with respect to the Distribution of Receivership Property by Jonathan E. Perlman, Esq., court-appointed receiver for the Receivership Entities, to creditors and Claimants as defined in the Claims Procedures.

Article 1 – Definitions

Section 1.01: The definitions in this Article 1 shall apply for all purposes of the Claims Procedures. The singular form shall include the plural form and the plural form shall include the singular form as the context requires. A capitalized term used within any definition, that is separately defined in this Article 1, is used as separately defined in this Article 1.

“ALLOWED CLAIM” means to the amount of a Claim that the Receiver recommends be paid in any Receiver’s Claim Determination, whether based on the Proof of Claim or a compromise or settlement between the Receiver and a Claimant of a Claim and Objection.

“APPROVED CLAIM” means a Claim that has been approved by an order of the Court.

“CLAIM” means a written demand, compliant with the Proof of Claim format, received by the Receiver from any Person that demands payment from Receivership Property. A Claim that does not conform to the Proof of Claim format may be considered by the Receiver, in his sole discretion, or as otherwise permitted by the Claims Procedures; provided, however, that the Receiver is not obligated to consider a non-compliant Claim unless the Receiver specifically agrees in writing with the Claimant to depart from the Claims Procedure.

“CLAIM DETERMINATION” means a decision by the Receiver setting forth the amount of a Claim that the Receiver proposes as an Allowed Claim and any reasons that the Receiver has for deciding that any or all of a Claim is a Disallowed Claim. As the context requires, “Claim Determination” may also mean a specific document or schedule prepared by the Receiver setting forth for each Claim the

proposed Allowed Claim and the proposed Disallowed Claim with explanations and recommendations relevant to Claim and the Proof of Claim.

“CLAIM NUMBER” means the number that the Receiver assigns to a Claim for purposes of referring to the Claim in utilizing the Claims Procedures.

“CLAIM PACKET” means a packet consisting of: a Notice of Claims Bar Date, a Proof of Claim with Instructions, and a copy of the Procedures Order and Claims Procedure.

“CLAIMANT” means a Person who asserts a Claim in this case.

“CLAIMS BAR DATE” means the date that is 120 days from the last date for service under Section 2.01 of these Claims Procedures by which any Proof of Claim must be submitted to the Receiver. The Claims Bar Date shall be the bar date after which any Person shall forever be estopped from asserting a Claim.

“CLAIMS PROCEDURES” means the Summary Procedures for Claims Administration and Distribution Plan authorized by the Court in Case No. 08-81565-CIV-HURLEY (S.D. Fla.), as supplemented, amended or modified by the Court.

“COURT” means the United States District Court for the Southern District of Florida, West Palm Beach Division, with jurisdiction over the Receivership Property as ordered in Case No. 08-81565-CIV-HURLEY (S.D. Fla.).

“DISALLOWED CLAIM” means the amount of a Claim that the Receiver recommends in a Receiver’s Determination not be paid as part of the Claims Procedures. A Disallowed Claim may be the full amount of a Claim or part of a Claim if the Receiver recommends payment of an amount less than the full amount of a Claim.

“DISTRIBUTION” means a payment by the Receiver from Receivership Property on account of Approved Claim after payment of all Court-approved professional fees and administrative expenses.

“DISTRIBUTION PERCENTAGE” means the percentage of an Allowed Claim that will be paid based on the availability of Receivership Property from which to pay Allowed Claims. The Distribution Percentage will be calculated by dividing the amount of Receivership Property available for Distribution by the total amount of Allowed Claims.

“GROSS AMOUNT INVESTED” means the total actual funds paid by a Claimant, in the nature of an investment, to any Receivership Entity, either directly or indirectly through an Investment Club or a Theodule Account.

“INVESTMENT CLUB” means the any of 105 clubs listed on Appendix A hereto, whether or not legally-formed, formalized, or associated as partnerships, corporations or limited liability entities, formed for the principal purpose of investing in Theodule’s Ponzi scheme through Theodule Accounts or the Receivership Entities.

“LATE CLAIM” means a Claim submitted under the Claims Procedures, except that the Claim was received after the Claims bar Date.

“LITIGATION TARGETS” mean any Person that the Receiver sued, or asserted a legal claim that was resolved without litigation, and (i) against whom the Receiver obtained a final judgment in the Receiver’s favor, or (ii) who, as part of a litigated or negotiated resolution has signed a release of the Receiver or waiver of claims against Receiver and the Receivership Entities.

“MAIL” shall mean United States First Class Mail, an official mail service of other countries as applicable, a recognized overnight delivery service (e.g. FedEx, UPS, or a similar service), courier service, or electronic mail (e-mail) if used by the Claimant or if used by the Receiver after being designated on a Proof of Claim as the means of service to a Claimant, or any other means determined by the Receiver to be an effective means of U.S. Mail-equivalent delivery.

“NET SHORTFALL AMOUNT” is the Gross Amount Invested minus the sum of all Repayments.

“NOTICE OF CLAIMS BAR DATE” means the Notice included in the Claim Packet explaining to Potential Claimants that any Claim must be made by submitting a Proof of Claim to the Receiver by the Claims Bar Date.

“OBJECTION” refers to the written statement or response that a Claimant submits to the Receiver to the Receiver’s proposed treatment of a Disallowed Claim.

“PAYEE” refers to any Claimant or other Person that received a Repayment from any Receivership Entity, Theodule Account or in any other manner that reduced the Receivership Estate

“PERSON” means any natural person, corporation, limited liability entity, partnership, association, unincorporated association, trustee, agent, or other entity of any kind.

“POTENTIAL CLAIMANT” means a Person, specifically not including Litigation Targets, that the Receiver reasonably believes, based on the information then reasonably available to the Receiver, paid any amount to Theodule, a Receivership Entity or an Investment Club under circumstances that may give rise to the Person’s right to submit a Claim against Receivership Property such that the Person should receive a Claim Packet or other notice of the opportunity to submit a Claim; provided, however, that the Receiver’s decision that a Person is a Potential Claimant in no way means, implies or suggests that the Person in fact has a valid Claim that in any manner is or should be an Allowed Claim.

“PROCEDURES ORDER” means the Order Approving Summary Claims Administration Procedures and Distribution Plan entered by the Court upon the Receiver’s motion, as supplemented, amended or modified by the Court.

“PROFESSIONALS” means certain professionals engaged or retained by the Receiver.

“PROOF OF CLAIM” means the Proof of Claim form included in the Claim Packet to be used to assert a Claim.

“RECEIVER” means Jonathan E. Perlman, Esq., court-appointed Receiver for the Receivership Entities under an Order Appointing Receiver entered December 30, 2008, as supplemented and amended by the Court; provided, however, that actions the Receiver must perform under the Claims Procedures may, in the discretion and business judgment of the Receiver, be performed by his agents, employees, other representatives, or Professionals.

“RECEIVER’S WEBSITE” means www.creativecapitalreceivership.com.

“RECEIVERSHIP ENTITIES” means each and all of Creative Capital Consortium, LLC; A Creative Capital Concept\$, LLC; United Investment Club, LLC; Reverse Auto Loan, LLC; Wealth Builders Circle, LLC; The Dream Makers Capital Investment, LLC; G\$ Trade Financial, Inc.; and Unity Entertainment Group, Inc.

“RECEIVERSHIP ESTATE” means all Receivership Property that has been or may be collected by the Receiver for the benefit of the Receivership Entities and the creditors of the Receivership Entities.

“RECEIVERSHIP PROPERTY” means the assets and proceeds of property that have been or may be recovered or marshalled by the Receiver for the benefit of the Receivership Entities and the creditors of the Receivership Entities as contemplated by and under the authority of the Order Appointing Receiver entered December 30, 2008 [ECF No. 8], and any and all subsequent Court orders of the Court, and any other assets marshalled and held the Receiver as the result of any other Court order or legal action. The Receivership Property has been liquidated and presently constitutes cash held by the Receiver.

“REPAYMENTS” means all amounts and payments: (1) paid or credited to a Claimant or to another Person at the direction or for the benefit of a Claimant, or to an Investment Club for the benefit of a Claimant (2) that constituted or purported to constitute either a return of the Gross Amount Invested or payment of supposed profits or returns on investment, and (3) was paid by or on behalf of a Receivership Entity, or from a Theodule Account.

“SEC” means the United States Securities and Exchange Commission.

“THEODULE” means George L. Theodule, the defendant in *United States v. George L. Theodule*, Case No. 13-80141-CR-Marra/Brannon (S.D. Fla.).

“THEODULE ACCOUNTS” means any and all bank or financial institution accounts in the name of George Theodule personally, whether individually or jointly, in which none of the Receivership Entities was a named account owner.

Article 2 – Notice

Section 2.01: Notice to Investors. (a) As soon as practicable and within 14 days after entry of the Procedures Order, the Receiver shall Mail a Claim Packet to each Potential Claimant for whom the Receiver has a possible mailing address.

(b) If the Receiver is aware of a last known e-mail address for a Potential Claimant, the Receiver will also attempt to deliver a Claim Packet by e-mail, without regard to whether the Receiver also has a possible mailing address for the Potential Claimant.

(c) The Receiver shall also make available a link to the Claim Packet on the Receiver's Website, www.creativecapitalreceivership.com, and use his best efforts to cause a notice to be placed on the SEC's website notifying the public of the opportunity to make a Claim to Receivership Property.

(d) If the Receiver has a mobile telephone number and no other contact information for a Potential Claimant, the Receiver will attempt send a text message to the mobile number advising the recipient that information about how to make a Claim is available on the Receiver's Website. No Claim Packet will be attached to any text message.

(1) The Receiver may, but is not required to: send a text message to a Potential Claimant even if the Receiver has other contact information for the Claimant.

(2) The Receiver may, but is not required to: to call a mobile number if, in the Receiver's judgment, a call would be the only reliable and appropriate means of providing notice to a Potential Claimant under the circumstances then-known to the Receiver.

(e) If the Receiver has a land-line telephone number and no other contact information for a Potential Claimant, the Receiver will make a telephone call to the land-line number and, either in person or by leaving a recorded message, communicate that information on how a Person may make a Claim is available on the Receiver's Website.

(1) The Receiver may, but is not required to: call a land-line telephone number for Potential Claimant even if the Receiver has other contact information for the Claimant.

(2) The Receiver may, but is not required to: call a land-line telephone number for a Potential Claimant for which the Receiver has other contact information if such a call would, in the Receiver's judgment, be the only reliable and appropriate means of providing notice to a Potential Claimant under the circumstances then known to the Receiver.

(f) In any circumstances under Subsections (d) and (e) of this Section 2.01 where the Receiver speaks in-person to a Person on a telephone, the Receiver will attempt to confirm the current contact information of the Potential Claimant and verify that the number is connected to the Potential Claimant.

Section 2.02: Further Notice by Publication. Within 28 days after entry of the Procedures Order, the Receiver will cause to be published a notice communicating the information in the Notice of Claim Bar Date once in the *USA Today* newspaper (weekend edition). The Receiver may, in his sole discretion, publish notice in other local newspapers of general circulation, if the Receiver determines, in his best judgment, that the expense of any publication is justified relative to the number of Potential Claimants for whom the Receiver does not have an address, email or telephone number may be reached by that subsequent notice.

Section 2.03: Notice After Inquiry. The Receiver shall Mail a Claim Packet to any Person that requests a Claim Packet in writing or in-person on a telephone call.

Article 3 – Claim Determination

Section 3.01: Eligibility to File Claim.

- (a) Any Person whose funds or other assets were actually given to or invested with a Receivership Entity, or deposited in a Theodule Account, directly or indirectly, including through an Investment Club, with or without the Person's knowledge may submit to the Receiver a Proof of Claim; provided, however, that all Litigation Targets identified in the Procedures Order are specifically ineligible to submit a Proof of Claim.
- (b) On or before the Claims Bar Date, the Receiver may also prepare and accept a Proof of Claim on behalf of any Person that the Receiver in his sole judgment believes is entitled to file a Proof of Claim, but who has failed to do so for reasons of incapacity, financial inability or other equitable reason warranting assistance from the Receiver.
- (c) A Person that has given a signed release to an individual or entity other than the Receiver may still file a Proof of Claim with the Receiver.

Section 3.02: Submission of Proof of Claim Required. On or before the Claims Bar Date, each Person seeking to make a Claim must submit to the Receiver a completed Proof of Claim setting forth the Claim being made and including all supporting documentation; provided, however, that a Person that has previously sent supporting documentation to the Receiver may (by checking a box on the Proof of Claim) advise the Receiver that the Person intends to rely on documents previously submitted without re-sending the documents to the Receiver. The Proof of Claim must be submitted to the Receiver by Mail.

- (a) A Proof of Claim must be submitted to the Receiver, and should not be filed with the Court. The Receiver will advise potential Claimants not to file any Proof of Claim with the Court, although filing with the Court will not invalidate a Proof of Claim otherwise properly-completed and documented and timely submitted to the Receiver.
- (b) Unless waived by the Receiver in writing in the Receiver's sole discretion and for good cause shown, a Claimant that does not file a properly-completed and documented Proof of Claim on the prescribed Proof of Claim form before the Claims Bar Date shall be forever barred from asserting a claim against the Receivership Property.
- (c) A Proof of Claim that is not properly documented, does not conform to the provisions of the Procedures Order, or does not reasonably comply with the instructions in the Proof of Claim form, may be rejected by the Receiver and treated as if no Proof of Claim had been timely filed by a Claimant with respect to the Claim.

- (d) The Receiver may, but is not required to, accept a Proof of Claim that does not technically and fully comply with the instructions for a Proof of Claim, if the Receiver, in his sole judgment, believes he can substantiate and validate the Claim despite the incompleteness of the Proof of Claim. Notwithstanding anything in this subsection, however, the burden shall be upon a Claimant to ensure that a Proof of Claim has been properly completed and substantiated and submitted to the Receiver as required under the Claims Procedures.

Section 3.03: Claim Determinations Generally. The Receiver shall review each Proof of Claim to determine the apparent validity and amount of each Claim and make a Claim Determination with respect to each Claim. A Claimant shall have the burden of proof to establish the validity and amount of a Claim, including (a) the Gross Amount Invested; (b) the amount of any Repayments; and (c) the sufficiency of the supporting documentation, specifically including substantiation or explanation of any cash invested or cash Repayments received.

- (a) The Receiver shall, in his sole discretion, determine what information, if any, the Receiver requires before allowing or disallowing a Claim. The Receiver shall have the right to request, and any Claimant shall be obligated to provide to the Receiver, additional information the Receiver deems necessary to determine or substantiate any Claim.
- (b) The Receiver may determine that a Claimant is related to, or affiliated or connected with one or more other Claimants, Persons, or Payees such that a Claim made by a Claimant may be subject to offset by amounts received by Payees other than that Claimant or disallowed by reason of a Claimant's relationship with a Person closely involved in or aware of Theodule's wrongdoing.
- (c) The Receiver may divide a Claim, and treat a part of the Claim as an Allowed Claim, and the balance as a Disallowed Claim. The Receiver may also reserve a determination with respect to any part of a Claim.
- (d) A Claimant's failure to provide complete and truthful information to the Receiver or the Court may be the grounds for a Claim being deemed a Disallowed Claim.

Section 3.04: Further Determination with Respect to Claims. Not later than 28 days following the Claims Bar Date, the Receiver shall compute (or verify the Claimant's calculation of) the Gross Amount Invested, Repayments, and the Net Shortfall Amount under the Claims Procedures and the Proof of Claim.

Section 3.05: Notice of Claim Determination (and Hearing). Not later than 28 days after the Claims Bar Date the Receiver shall prepare a Claim Determination with respect to each Claim. For any Claim that the Receiver determines to be a Disallowed Claim in whole or in part, the Receiver shall Mail to the Claimant the Receiver's Claim Determination with respect to that Claim, including a form of Objection that the Claimant may make and instructions as to how to assert an Objection. The Receiver shall also Mail to Claimants whose full Claim is determined by the Receiver to be an Allowed Claim a notice of that the Claim has been received and allowed in full.

Section 3.06: Claimant Objection to Receiver's Claim Determination. A Claimant that is dissatisfied with the Receiver's Claim Determination with respect to that Claimant's Claim must submit to the Receiver an Objection within thirty (30) days after the date on which the Claim Determination was sent by Mail to the Claimant. An Objection must be submitted to the Receiver at the Receiver's address and not filed with the Court. A Claimant must clearly state the basis of the Objection and may include any additional documentation that the Claimant wishes the Receiver and the Court to consider in support of the Objection.

- (a) A Claimant's failure to properly and timely submit an Objection to the Receiver will waive the Claimant's right to submit an Objection or contest the Receiver's Claim Determination.
- (b) By filing an Objection, a Claimant shall be deemed to have knowingly and voluntarily submitted the Claimant to the jurisdiction of the United States District Court for the Southern District of Florida.
- (c) A Claimant submitting an Objection to a Claim Determination shall be entitled to notice and an opportunity to be heard only with respect to the adjudication of the particular Objection and the Claim to which the Objection is directed.
- (d) No Person may object to the Receiver's Claim Determination regarding any Claim other than a Claim made by that Person.

Section 3.07: Claims Resolution. The Receiver may attempt to settle and compromise any Claim or Objection, subject to the Court's final approval.

Section 3.08: Filing with Court, Notice and Opportunity to Be Heard on Objections. No later than 21 days after the date on which the last Objection may be timely filed under Section 3.06 above, , the Receiver shall file with the Court for all Claims: (i) the Receiver's Claim Determinations, including Claims determined to be Allowed Claims, and (ii) any unresolved Objections, with supporting statements and documentation submitted by a Claimant in support of the Claim and Objection. A Claimant who has a pending Objection shall receive from the Receiver notice of any hearing at which the Objection will be considered by the Court. A Claimant making an Objection shall have the burden of proof on the Objection and the validity of the Claimant's Claim at any contested hearing. The Receiver shall also at that time propose to the Court an initial Distribution as provided under Section 4.02 below.

Section 3.09: Court Determination of Approved Claims. The Court shall determine whether to approve Allowed Claims as recommended by the Receiver under Section 3.08. No hearing shall be required in order for the Court to approve Allowed Claims. Any unresolved Objections to Disallowed Claims shall be determined by the Court after a hearing. A Claimant that makes an Objection that is set for hearing shall receive no less than 21-days's notice of the hearing date and will be able to submit additional material to the Court in support of the Objection. Claims in the amounts approved by the Court shall thereafter be deemed Approved Claims.

Section 3.10: Final Determination. Not later than 20 days after a determination by the Court under Section 3.09, the Receiver shall file with the Court a then-current list of Approved Claims. At that

time, the Receiver shall also, after consultation with the SEC, make a recommendation to the Court as to the manner and timing of additional distribution of funds to holders of Approved Claims.

Article 4 – Payment of Claims

Section 4.01: Distributions. The Receiver will, subject to Court approval, pay Approved Claims on a *pro rata* basis from Receivership Property available for Distribution. The Distribution on account of any Allowed Claim shall be the Allowed Claim multiplied by the Distribution Percentage.

Section 4.02: Manner in Which Payment of Claims Shall Be Made. The Receiver shall propose to make an initial Distribution on Allowed Claims consistent with the Receiver's initial Claims Determination filed under Section 3.08 above taking into account unresolved Objections and other contingencies. No distribution shall be made except after consultation with the SEC, with opportunity for the SEC to object to the Court regarding any Distribution.

Section 4.03: Payment of Distributions. The Receiver is expressly authorized to pay Distributions on Approved Claims from Receivership Property (in the form of a check made payable to the Claimant and sent by Mail to the Claimant using the information listed on the Proof of Claim).

Section 4.04: Reserve Permitted But Not Required. The Court expressly authorizes the Receiver to pay Claims according to the terms of this Article without regard for the possibility that Claims may, with good cause, be presented late or that Claims and Objections may be resolved after an initial Distribution. The Court will consider any such Claims on a case-by-case basis, but will not expect the Receiver to have reserved Receivership Property to guard against all potential Claimants that might file late claims. When making a Distribution, the Receiver shall reserve funds sufficient to pay disputed Claims with pending Objections as if the disputed Claims were allowed in full. To the extent the Receiver does reserve funds, the Receiver shall confer with the SEC as to the reserve amount, and shall periodically report to the Court and the SEC as to the Receiver's plan for ultimate disposition of any reserved funds.

Section 4.05: Payment Effects Release. If a Distribution is paid on account of a Claim by the Receiver, and accepted by the Claimant by negotiation of the check sent on account of the Distribution, then any and all claims, demands, rights, and causes of action of any nature whatsoever, whether arising at law or in equity, known or unknown, asserted or unasserted, for all damages (whether actual or punitive, known or unknown, latent or patent, foreseen or unforeseen, direct or indirect or consequential, matured or unmatured, and accrued or not accrued), and debts, and liabilities of whatever nature that are or could be asserted by the Claimant or any other person on account of the Claim against the Receiver or his agents and representatives, the SEC, or any Receivership Property will be fully and forever discharged, released, extinguished, and satisfied.

By providing notice of Claim Determinations according to the terms of the Claims Procedures, the Receiver shall be deemed to have provided reasonable and sufficient notice to all Persons of the Distributions, and neither the Receiver nor any Person accepting Receivership Property from the Receiver shall have any liability to any Person other than the Receiver to return any assets used for payment or satisfaction of an Approved Claim, nor to compensate any Person in any respect for having paid or otherwise satisfied an Approved Claim, nor for any other action taken in good faith

under or relating to the Distribution or arising out of the Claims Procedures. If any demand is made against the Receiver for such matters, regardless of the nature of the allegations, the Receiver shall be entitled to a defense by counsel of its choice, payable as any other Professional expenses herein, and the provisions of the Order Appointing Receiver, as such order may be supplemented, amended or modified by this Court, shall otherwise apply.

Section 4.06: Unclaimed Distributions. Except as otherwise provided herein, any Person who fails to negotiate or claim any Distribution within one hundred twenty (120) days from the date of the check tendered as a Distribution shall forfeit all rights to the Distribution, unless the Receiver, in his sole discretion and based upon information then-known to the Receiver, requests additional time to locate the Person.

Section 4.07: Disposition of Remaining Receivership Property. If the Receiver determines that there exists a surplus of Receivership Property in excess of all Allowed Claims which can be reasonably identified, the Receiver shall so notify the Court and the SEC, and the SEC and the Receiver shall seek the Court's approval for final disposition of the remaining Receivership Property. If there are unclaimed Distributions under Section 4.06 in an amount that the Receiver determines in his discretion cannot be redistributed to Claimants holding Approved Claims in a cost-effective manner, the Receiver shall confer with the SEC regarding the appropriate use of the funds.

Article 5 – Retention of Jurisdiction

Section 5.01: Exclusive Jurisdiction. The Receiver shall continue to be bound to the exclusive jurisdiction of the Court in all matters, including the Claims Process and Distributions on Approved Claims.

APPENDIX A – INVESTMENT CLUBS

Access Investment Club
Advance Investment Club
Advanced Investors Club
Advent Investment Club
All Star Investment Club
Alpha Investment Club
Alpha Investment Strategies
Alternate Investment Club
Amerifund Smart Concepts
BCG Investment Club
Berraca Investment Club
Boca Raton Investment Club
Bramic Investment Club
Brothers Investment Club
Camaraderie Investment Club
Capital Investment Club
Changed Life Concepts
Citadelle Investment Club
Common Sense Investment Group
Creative Capital Investment Group
Credential Investment Club
Crown Ambassador Investment Club
Discovery Investment Club
Diversity Capital Investments
Divine Investment Club
Eagle Private Investment Club
Eagle Vision Ventures
Early Views
East Broward Private Investment Club
Economic Empowerment Systems, LLC
Edmonds Investment Group
Envision Capital Investments
Excellence Private Investment Club LLC
Exploration Capital Investment Group
Faith LDA Investment Club
Financial Champions Investment Club
Financial Investment Club
First American Investors
First Step Investment Club
First Trust Investment Club
Freedom Express Investment Club
Future Wealth Solutions LLC
G N L Capital Group
Global Empowerment Investment Club
Global Private Investment Club
Goal Mind Investment Club
Golden Concepts International
Golden Investment Club
Hollywood Private Investment Club
Hope Investment Club of Homestead
Income Solutions Center
Income Solutions Investment Club
Innovative Investment Group
Integrity Private Club
Investment Partners Group
Investopedia
Leading Diversity Investment Club
Master Group Capital Investment
Metro Investment Club
Milestone Investment Club
Millenium Investment Club
Money Depot Investment Club
Monte Christo Investment Club
New Concepts Investment Club
New Dimension Investment Club
New Generation Investment Club
New Level Investment Group
New Millenium Investment Club
New Start Investment Club
Nova Investment Club-spine off of Discovery
Omega Investment Club
Omni Investment Club
Orion Investment Club
Partnership Investment Club
Phenominal Investment Super Strategy
Platinum Investment Club
Power in the Club
Premium Investment Club
Prestige Management Investment Services
Prime Investment Club
Private Capital Group
Productive Capital Concept
Progressive Capital Concepts
Progressive Investment Club
Ramarjich Investment Club
Real World Business Investment
Royalty Investment Club
Salomon Investment Group
Saphire Investment Club
Secured Investment Group Inc.
South Dade Private Investment Club
Southern Florida Investment Club of Orlando
Spiral Diamond Investment Club
Strategy Financial Trade
Sunrise Private Investment Club
Sunshine Investment Club
Sunshine Private Investment Club
Team Wealth Unlimited
Total Success Club
Union National Investment Club
United Partners Club
Universal Club LLC
Universal Investment Club
Vamel Investment Group
Vision Private Club

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 08-81565-CIV-HURLEY/HOPKINS

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

CREATIVE CAPITAL CONSORTIUM,
LLC, et al.,

Defendants.

**ORDER APPROVING SUMMARY CLAIMS ADMINISTRATION
PROCEDURES AND DISTRIBUTION PLAN**

THIS CAUSE came before the Court on the Receiver's Amended (Unopposed) Motion for Order Approving Summary Claims Administration Procedures and Distribution Plan [ECF No. 309]. It is ORDERED that the proposed Summary Procedures and Distribution Plan ("Claims Procedures") attached as Exhibit A to the Receiver's motion and all proposed forms attached as Exhibit D to the Receiver's motion are APPROVED and incorporated in this Order. It is further ORDERED that

1. The Receiver shall administer the Claims Process in accordance with the Claims Procedures.
2. The Claims Bar Date shall be 120 days from the last date for service under Section 2.01 of the Claims Procedures.
3. The proposed publication of general notice once in the weekend edition of *USA Today* within 28 days of this Order, or as soon thereafter as is reasonably possible, is APPROVED and deemed to be publication reasonably calculated to give notice to Potential Claimants under the circumstances of this case. The newspaper fee for publication is an authorized expense that the Receiver may pay from Receivership Property.
4. The Court has had, since December 30, 2008, and shall continue to have, exclusive jurisdiction over the Receiver, the Receivership Entities and all Receivership Property, including, but not limited to, the Claims Procedures, Objections and Distributions on Approved Claims. This Order is not, and is not intended to be, a final adjudication of any matter or a termination,

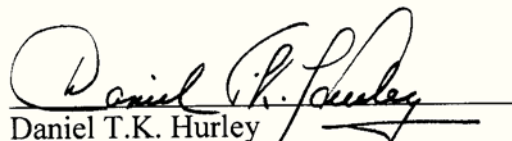
limitation, reduction waiver or relinquishment of this Court's exclusive jurisdiction with regard to all Receivership Property and all matters in controversy in this case.

5. This Court may make further modifications to the Claims Procedures, the Proof of Claim form or other related documents, including, but not limited to, modifications which may affect the Receiver's Claim Determination with respect to, or payment of, any particular Claim, or the amount of any particular Distribution.

6. No action by or against the Receiver in any other court or tribunal from and after December 30, 2008, shall be deemed to have terminated, limited, reduced, waived, or relinquished this Court's exclusive jurisdiction.

7. Nothing in this Order or the Claims Procedures shall abrogate any other Order of this Court relative to the Receiver or Receivership Property. Rather, this Order is intended to supplement the powers granted to the Receiver by the Court. Accordingly, the fees and expenses of the Receiver and its Professionals shall continue to be addressed separately and paid from any Receivership Property pursuant to separate motions and Court orders.

DONE and SIGNED in Chambers at West Palm Beach, Florida this ^x29 day of March, 2016.


Daniel T.K. Hurley
United States District Judge