RECORDING REQUESTED BY:)	
WHEN RECORDED, MAIL TO:)	
FIRST FIDELITY THRIFT	;	
AND LOAN ASSOCIATION) .	
12750 HIGH BLUFF DRIVE, SUITE 140)	
SAN DIEGO, CA 92130)	
)	
INSTRUCTIONS TO COUNTY RECORDER:)	
)	
Index this instrument as:)	
(i) a Deed of Trust and (ii) a)	
Fixture Filing)	
03021512)	
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Above Space for Recorder's Use

Loan No. 48000251-7

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT & FIXTURE FILING

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT & FIXTURE FILING ("Deed of Trust") is made this 28th day of September, 1993, by and among:

"Trustor": World Class Resorts International Inc., a Nevada Non-profit corporation, whose address is P.O. Drawer 1037, Zephyr Cove, NV 89448;

"Trustee": Stewart Title of Northern Nevada, a Nevada Corporation, whose address is P.O. Box 1400 Zephyr Cove, NV 89448; and

"Beneficiary": FIRST FIDELITY THRIFT & LOAN ASSOCIATION, a California corporation, whose address is 12750 High Bluff Drive Suite 140, San Diego, CA 92130;

with respect to real property having the following street address: Lot 1, Units 2, 3 & 4, 261 Quaking Aspen Lane, Stateline NV, Lot 8, Units 1, 2, 3 & 4, 293 Galaxy Lane, Stateline NV, Lot 14, Units 5, 6, 7 & 8, 305 Galaxy Lane, Stateline NV., Lot 23, Units 1, 2, 3, 4, 5, 6, 7, & 8, 342 Galaxy Lane, Stateline NV and Lot 24, Units 6, 7, & 8, 336 Galaxy Lane, Stateline NV.

WITNESSETH:

WHEREAS, for value received, Trustor has executed and delivered to Beneficiary a promissory note (as amended or supplemented from time to time, the "Note") of even date herewith payable to Beneficiary in the principal amount of One Million Three Hundred Thirty One Thousand Two Hundred Fifty Dollars (\$1,331,250.00), and Trustor has agreed to execute and deliver to Beneficiary, as security for the payment of the Note and any and all modifications, extensions, substitutions, replacements, and/or renewals thereof, a Deed of Trust respecting certain property now owned and hereafter to be acquired by Trustor;

NOW, THEREFORE, in consideration of these premises:

- A. Trustor irrevocably GRANTS, TRANSFERS, AND ASSIGNS to Trustee, its successors and assigns, in trust, with power of sale and right of entry and possession, all of its present and future estate, right, title, and interest in and to all of the following described property (the "Property"):
- that certain real property located in the County of Douglas, State of Nevada, having the street address (if any) set forth above and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property") and all minerals, oil, gas, and other hydrocarbon substances on or in the Real Property, as well as all development rights associated with the Real Property;
- all present and future structures, buildings, improvements, appurtenances, and fixtures of any kind on the Real Property, including, but not limited to, all rights of Trustor to all apparatus, equipment, appliances, and other goods used in connection with the operation or occupancy of the Real Property or in any development of the Real Property, such as heating and air-conditioning systems and facilities used to provide any utility, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, recreation, or other services on the Real Property, and all window coverings and floor coverings, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Deed of Trust, whether or not attached or affixed thereto (collectively, the "Improvements");

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- 3. all appurtenances of the Real Property and all rights, licenses, profits, liens, tenements, hereditaments, franchises, and privileges of the Trustor in and to any streets, roads, navigable waters, public places, easements, or rights of way relating to the Real Property (including, without limitation, all parking, recreational, and other easements now or hereafter created for the benefit of all or any part of the Real Property);
- 4. all of the rents, issues, royalties, profits, reserves, and income of the Real Property and the Improvements and all rights of the Trustor under all present and future leases and subleases affecting the Real Property or the Improvements, including but not limited to any security deposits (subject, however, to the absolute assignment of rents, royalties, profits, and income of the Real Property set forth in Section 8 below and to any separate assignment of rents and/or leases executed in connection with the loan evidenced by the Note);
- 5. all proceeds, including insurance proceeds, and claims arising on account of any damage to or taking of the Real Property or the Improvements or any part thereof and all causes of action and recoveries, by settlement or otherwise, for any loss or diminution in value of the Real Property or the Improvements or any part thereof or for any breach (or rejection in bankruptcy) of any leases affecting the Real Property by any lessee thereunder (or such lessee's trustee in bankruptcy); and all deposits made by Trustor with third parties in connection with the development of the Real Property and refunds received by the Trustor with respect to payments made in connection with the development of the Real Property; and
- 6. all shares of stock or other evidence of ownership of any part of the Real Property or the Improvements that is owned by Trustor in common with others, including all present and future water, water rights, and water stock relating to the Real Property and all proceeds, including insurance proceeds, thereof; and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property and the proceeds, including insurance proceeds, thereof; and
- B. The Trustor also hereby grants to Beneficiary a security interest in all goods, accounts, documents, instruments, money, deposit accounts, chattel paper, and general intangibles, as those terms are defined in the Uniform Commercial Code from time to time in effect in the State of Nevada, and all interest of Trustor in respect of any trust, in any way relating to the Property (including the development, construction, use, operation, or sale thereof), whether now or hereafter existing and in which Trustor now has or hereafter obtains any right, title, estate, or interest (the "Collateral"), including without limitation:
- 1. all fixtures, furniture and furnishings, materials, machinery, building service equipment, building materials, supplies and equipment, appliances, other goods, and other tangible personal property of any and every nature whatsoever, now or in the future owned by Trustor and now or hereafter located in, or on, or attached or affixed to, or used or intended to be used in connection with the operation, occupancy, construction, use, development, improvement or sale of, the Property, but which are not effectively made Real Property under Clause A.2 above; including but not limited to the items of personal property described in Exhibit "B" hereto and by this reference incorporated herein and all replacements thereof;
- all of Trustor's accounts from the Property, and all general intangibles (and documentary and other evidences thereof) relating to the Property or the development, construction, operation, use, or sale of the Property, including but not limited to (a) all governmental licenses, permits, variances, land use entitlements, approvals, consents, authorizations, franchises and agreements, (b) all materials prepared for filing or filed with any governmental agency, (c) all contracts, including all construction contracts and all architectural, service, engineering, consulting, leasing, financing, sale, and surety contracts, (d) all reserves, deferred payments, deposits, refunds, cost savings, letters of credit, and payments of any kind, (e) all disbursed proceeds of financing commitments, (f) all rights as a declarant (or its equivalent) under any covenants, conditions and restrictions or other matters of record, (g) all revenues of operation in any form (including intangibles), (h) all names under or by which the Property or any present or future Improvements on the Property may at any time be operated or known, (i) all rights to carry on business under any such names, or any variant thereof, (j) all trademarks relating in any way to the Property, (k) all intellectual property relating in any way to the Property;
- 3. all plans, specifications, maps, surveys, studies, data, drawings, soil tests and reports, feasibility studies, appraisals, permits, licenses, engineering reports, books of account, and other documents of any kind relating to the Property;
 - 4. all property described in Clause A.6 above;
 - 5. all replacements, substitutions, products, accessions, and increases of the foregoing; and
 - 6. all proceeds of the foregoing (and proceeds of proceeds), including insurance proceeds.

FOR THE PURPOSE OF SECURING, in such order of priority as Beneficiary, in its absolute discretion, may determine:

A. Due, prompt and complete observance, payment, and performance by Trustor of the indebtedness and obligations evidenced by the Note and any and all modifications, extensions, substitutions, replacements, and/or renewals of the Note (whether evidenced by the Note or otherwise); together with the payment of interest on said

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indebtedness and the payment of all other sums (with interest as therein provided) according to the terms of the Note (and any and all modifications, extensions, substitutions, replacements and/or renewals thereof);

- B. Payment of all other sums, with interest as herein provided, becoming due or payable under the provisions of this Deed of Trust to Trustee or Beneficiary;
- C. Due, prompt, and complete observance, performance, and discharge of each and every condition, obligation, covenant, and agreement contained in this Deed of Trust, the Note, any document or instrument modifying or amending this Deed of Trust or the Note, and any other instrument or agreement executed and delivered by Trustor in connection with Trustor's execution and delivery of the Note or to evidence or further secure the payment or performance of any obligation secured hereby (collectively, together with all other instruments executed and delivered by third parties in connection with the obligation evidenced by the Note, the "Loan Documents"); and
- D. Payment of such additional sums (with interest thereon) as may hereafter be borrowed from Beneficiary, or its successors or assigns, by Trustor or the then record owner of the Property, and performance of such other obligations as any such person or entity may owe to Beneficiary or its successors or assigns, where such indebtedness or other obligations are evidenced by one or more promissory notes (other than the Note) or other writings that are by their terms secured by this Deed of Trust;

PROVIDED, HOWEVER, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE NOTE OR IN ANY OTHER LOAN DOCUMENT, THE OBLIGATIONS OF TRUSTOR UNDER THE ENVIRONMENTAL INDEMNITY EXECUTED BY TRUSTOR DATED AS OF THE DATE HEREOF (THE "ENVIRONMENTAL INDEMNITY") SHALL NOT BE SECURED BY THIS DEED OF TRUST OR BY ANY OTHER LOAN DOCUMENT, IT BEING THE INTENT OF THE PARTIES THAT THE OBLIGATIONS OF TRUSTOR IN RESPECT OF ENVIRONMENTAL MATTERS SHALL NOT BE SUBJECT TO THE PROVISIONS OF NRS 40.430 ET. SEQ. OR TO ANY OTHER LIMITED DEFICIENCY LAW.

TO PROTECT AND MAINTAIN THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. Payment of Obligations When Due. Trustor shall promptly pay when due and in lawful money of the United States of America each and every indebtedness and obligation for which this Deed of Trust has been given as security, and Trustor shall promptly perform, observe, and discharge each and every condition, obligation, covenant, and agreement for which this Deed of Trust has been given as security.

2. Maintenance of Property and Collateral; Reports.

(a) <u>Maintenance of Property and Collateral</u>. Trustor shall maintain and keep the Property and the Collateral in good condition and repair and shall not commit or permit waste of the whole or part of any item comprising part of the Property. Trustor shall not alter, remove, or demolish any buildings, improvements, machinery, equipment, appliances, or fixtures now or hereafter on the Property without the prior written consent of Beneficiary.

Trustor shall promptly repair, replace, or restore (in good, workmanlike manner and in compliance with all laws, ordinances, governmental rules and regulations, easements, agreements, covenants, conditions, and restrictions affecting the Property) all buildings, improvements, machinery, equipment, appliances, and fixtures now or hereafter on the Property, in the event of damage thereto or destruction thereof.

Trustor shall cultivate, irrigate, fertilize, fumigate, prune, and do any other acts which from the character or use of the Property may be reasonably necessary.

In the performance of all acts required of Trustor under this Section 2(a) Trustor shall promptly pay when due all expenses incurred therefor and shall promptly pay, discharge, or otherwise release all claims for labor performed and materials furnished therefor. Beneficiary and its agents and representatives may enter upon the Property or the premises where the Collateral, or any part thereof, is kept or maintained, at all reasonable times (but without interfering unreasonably with the conduct of Trustor's business) to attend to Beneficiary's interest and to inspect the Property and/or the Collateral.

Trustor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the Property or the Collateral or the use or occupancy of either. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Beneficiary's interests in the Property and the Collateral are not jeopardized.

Trustor shall execute any and all further agreements, assignments, documents, and financing statements that Beneficiary may reasonably request from time to time in order to perfect or continue the security interest of Beneficiary in the Collateral or otherwise carry out the purposes and intent of this Agreement. To the extent allowed by law, Trustor further irrevocably appoints Beneficiary as Trustor's attorney-in-fact for the purpose of executing, on Trustor's behalf and in Trustor's name, any Financing Statement, Financing Statement Change, or

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Continuation Statement, and any and all other documents required in order to give Beneficiary a continuing lien upon the Property and the Collateral, or any part thereof, senior to all other liens.

- (b) Financial Reports. Trustor shall keep proper books of record and account in which full, true, and correct entries will be made of all dealings or transactions of, or in relation to the business and affairs of, Trustor with respect to the Property in accordance with generally accepted principles of accounting consistently maintained. Trustor shall furnish to Beneficiary, within ninety (90) days after the last day of each fiscal year, a complete report in such detail as may be reasonably required by Beneficiary, certified by Trustor, covering the operations of Trustor with respect to the Property and containing itemized operating statements of income and expenses for such year and a current rent roll specifying the names of tenants, the rent reserved, and the status of tenants' performance. In the event Beneficiary has reasonable cause to question the accuracy of such statements, Beneficiary may require Trustor to provide, at Beneficiary's expense, certified operating statements prepared by an independent certified public accountant, acceptable to Beneficiary. If Beneficiary makes such request, Trustor shall deliver such report to Beneficiary within the time period requested by Beneficiary.
- c) Other Evidence of Compliance. Trustor shall provide to Beneficiary, at Trustor's expense, such evidence of compliance with its obligations under this Section 2 as Beneficiary may from time to time reasonably request, which evidence may include, without limitation, reports of third party consultants acceptable to Beneficiary with respect to Trustor's compliance with environmental laws, rules, and regulations.

3. Taxes and Assessments; Liens.

- the Collateral and all claims and demands arising from Trustor's use or occupancy of the Property or the Collateral. Upon the request of Beneficiary, Trustor agrees to provide, at its own expense, realty tax service for so long as any obligation secured hereby remains outstanding. If requested in writing by Beneficiary, Trustor shall pay to Beneficiary or to a depository designated by Beneficiary: (i) a ratable portion of the then-applicable annual real property taxes and assessments for the Property corresponding to that portion of one year which, as of the date of Beneficiary's request, has elapsed since the date such taxes and assessments were last due, and (ii) on or before the first day of each calendar month thereafter, an amount equal to one-twelfth (1/12th) of the then-applicable annual real property taxes and assessments for the Property. Such amounts shall be held in escrow pursuant to an agreement satisfactory to Beneficiary for payment of such taxes and assessments when due notwithstanding the occurrence of any default hereunder.
- (b) <u>Protection of the Property</u>. Trustor agrees not to permit any lien prior or equal to the lien of this Deed of Trust to be imposed upon or to exist against the Property or the Collateral, other than (i) the lien of taxes and assessments not delinquent; and (ii) any lien permitted under the provisions of Section 3(c).
- Claims, or demands, or may elect to contest any lien, if Trustor is in good faith conducting appropriate proceedings to test the obligation to pay and so long as Beneficiary's interest in the Property and the Collateral is not jeopardized. If the Property or the Collateral is subjected to a lien that is not discharged within 15 days following notice to Trustor of such lien, Trustor shall deposit with Beneficiary cash in an amount adequate to provide for, or shall post a surety bond which causes, the discharge of the lien plus any interest, costs, attorneys' fees, or other charges that could accrue as a result of foreclosure or sale. In any contest Trustor shall defend itself and Beneficiary and shall satisfy any final adverse judgment before enforcement against the Property or the Collateral. Trustor shall name Beneficiary as an additional obligee under any surety bond furnished in the contest proceedings. If Beneficiary determines at any time that a lien imposed on the Property or the Collateral jeopardizes its security interest in the Property or the Collateral or Trustor fails to satisfy any final adverse judgment, Beneficiary may apply any cash held by Beneficiary as provided herein toward the satisfaction of such lien or judgment.
- (d) Evidence of Payment of Taxes or Assessments. Trustor shall upon demand furnish to Beneficiary evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Beneficiary at any time a written statement of the taxes and assessments against the Property or the Collateral.

4. <u>Insurance</u>.

in form and substance satisfactory to Beneficiary, providing (a) fire insurance with extended coverage endorsements on a replacement cost basis covering all Improvements now or hereafter comprising part of the Property and the Collateral, in an amount equal to at least the full replacement cost of the Improvements, but in all events in an amount sufficient to prevent the application of any coinsurance provisions, and (b) such additional coverages, and in such amounts, as Beneficiary may reasonably require for the protection of Beneficiary's interests. All such policies shall name Beneficiary as a mortgagee/loss payee or an additional insured, as may be appropriate, without any representation or warranty by or obligation upon Beneficiary. Policies shall be written by insurance companies that are authorized to do business in California and that are reasonably acceptable to Beneficiary. Trustor shall deliver to Beneficiary certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 30 days' written notice to Beneficiary, and that any loss thereunder

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as to which Beneficiary is the loss payee or additional insured shall be payable to Beneficiary notwithstanding any act, omission, or breach of representation or warranty by Trustor. The standard 438BFU endorsement, or any replacement therefore providing equivalent rights to Beneficiary, shall be acceptable.

- Trustor's Report on Insurance. Within sixty (60) days after the close of each calendar year, Trustor shall furnish to Beneficiary a report on each existing policy of insurance showing (i) the name of the insurer; (ii) the risks insured; (iii) the amount of the policy; (iv) (if applicable) the property insured, the then current replacement cost of the property and the manner of determining that cost; and (v) the expiration date of the policy. Trustor shall upon request have the appraiser of the insurance company determine the replacement cost of the Property and the Collateral.
- Application of Proceeds. Trustor shall promptly notify Beneficiary of any material loss or damage to the Property or the Collateral or any part thereof. Beneficiary may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Proceeds of any insurance on the Property or the Collateral shall be paid to Beneficiary, and shall be held by Beneficiary as part of the Property or the Collateral. Subject to any applicable provision of law to the contrary, Beneficiary, in its sole discretion, may elect to use such insurance proceeds to reduce the indebtedness secured by this Deed of Trust or to apply such insurance proceeds to the repair or replacement of the damaged or destroyed Property or Collateral. If Beneficiary does not make the insurance proceeds available for repair or replacement, Beneficiary shall permit Trustor to prepay the entire indebtedness secured by this Deed of Trust remaining unpaid after application of such proceeds, if Trustor so desires, without any prepayment fee in respect of such additional amount. Any insurance proceeds not used to reduce the indebtedness secured by this Deed of Trust shall be made available to Trustor for the reasonable cost of repair or replacement of the damaged or destroyed improvements, upon satisfactory proof of costs incurred. If Trustor does not restore the Property, Beneficiary shall retain a sufficient amount of the proceeds to pay all amounts due under this Deed of Trust, and shall pay the balance to Trustor. Any proceeds that have not been paid out within one hundred eighty (180) days after their receipt and that Trustor has not committed to the repair or restoration of the Property shall be used to pay first costs, fees, advances (if any) by Beneficiary to preserve its rights in respect of the Property or the Collateral, and other amounts payable in respect of the indebtedness secured hereby (other than principal of and interest on the Note), next accrued interest, and then principal of the indebtedness secured hereby.
- Litigation. Trustor shall appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust and/or the rights and/or powers of Beneficiary and/or Trustee hereunder, and Trustor shall pay all costs and expenses (including costs of evidence of title and expert witnesses' and attorneys' fees and expenses) in any action or proceeding in which Beneficiary or Trustee may so appear and/or in any suit brought by Beneficiary to foreclose this Deed of Trust, to enforce any obligation secured by this Deed of Trust and/or to prevent the breach thereof.
- Condemnation. Any award of damages or other form of compensation awarded in connection with any condemnation for public use of, or injury to any portion of the Property and/or the buildings and improvements now or hereafter erected thereon (or any part thereof) are hereby assigned and shall be paid directly to Beneficiary, to be used, held, paid, applied, or released, in the absolute discretion of Beneficiary and without regard to the adequacy of the security, in the same manner and with the same effect as provided herein for the disposition of insurance proceeds. In this regard, Trustor hereby waives (to the full extent permitted by law) the benefit of any statute, rule, or law that may be contrary thereto, and Trustor hereby agrees to execute such further assignments therefor as Beneficiary may require.
- Representations and Warranties. In order to induce Beneficiary to make the loan evidenced by the Note, Trustor represents and warrants as follows, which representations and warranties shall be true and correct as of the execution hereof and shall survive the execution and delivery of this Deed of Trust:
- Obligation Valid. If Trustor is a corporation or other entity, the execution, delivery, and performance by Trustor of this Deed of Trust, the Note, and each other Loan Document to which Trustor is a party have been duly authorized by all necessary corporate (or other entity) action. This Deed of Trust, the Note, and each other Loan Document to which Trustor is a party constitute legal, valid, and binding obligations of Trustor enforceable in accordance with their respective terms.
- No Litigation. There are no actions, suits, or proceedings pending, or, to the knowledge of Trustor, threatened against or affecting Trustor or the Property, in any court at law or in equity, or before or by any governmental or municipal authority, which might adversely affect the ability of Trustor to perform Trustor's obligations hereunder.
- No Other Liens or Security Interests. Except as approved by Beneficiary in writing, there exists no financing statement, security agreement, deed of trust, mortgage, contract of sale, option to purchase, or any other instrument or agreement, evidencing a lien, charge, or encumbrance on the Property or the Collateral or any part thereof.
- Approvals. Borrower has duly obtained and shall continue to obtain all licenses, permits, consents, and approvals required by all governmental agencies and is in compliance with all applicable covenants, conditions and restrictions and laws and other requirements relating to the Property. HITIAL HERE

- (e) <u>Tax Liability</u>. Trustor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes shown therein to be due and all property taxes due, including interest and penalties, if any. Trustor has established and is maintaining adequate reserves for Trustor's tax liabilities, if any.
- (f) <u>Compliance with Laws and Requirements</u>. Trustor is in compliance in all material respects with all laws and other requirements applicable to Trustor's business and has obtained all authorizations, consents, approvals, orders, licenses, and exemptions from, and has accomplished all filings, registrations, or qualifications with, any governmental agency or authority that is necessary for the transaction of Trustor's business. The Property is in compliance with all applicable covenants, conditions, and restrictions, and all laws, ordinances, and other regulations, relating to the Property; and all necessary approvals, consents, licenses, and permits of any governmental agency have been obtained.
- (g) <u>Complete and Correct Information</u>. All information at any time supplied to Beneficiary by Trustor (including information regarding the value or condition of the Property or the Collateral, financial statements, and documentary collateral) is, and shall be at the time it is supplied to Beneficiary, correct and complete in all material respects.
- Assignment of Rents. Trustor absolutely and unconditionally hereby assigns, transfers, conveys, and sets over to Beneficiary all of the rents, royalties, issues, profits, revenue, income, and other benefits of the Property arising from the use or enjoyment of all or any portion thereof or from any lease, license, or other agreement pertaining thereto (hereinafter collectively referred to as the "rents") now existing or hereafter created (together with all security deposits, guaranties, and other security now or hereafter held by Trustor in connection therewith); provided, however, that neither this assignment nor the exercise by Beneficiary of its rights hereunder shall impose upon Beneficiary any duty to produce rents from the Property or cause Beneficiary to be a mortgagee in possession for any purpose; nor shall Beneficiary be responsible for performing any obligations of the lessor under any lease, for waste by any lessee or other party, for any dangerous or defective condition of the Property, or for any negligence in the upkeep, repair, or control of the Property. By its recording hereof, Beneficiary hereby grants to Trustor a revocable license, so long as no Event of Default hereunder shall have occurred and be continuing, to collect, receive, and retain the rents as they become due and payable, but not otherwise, which license shall terminate automatically and without notice upon the occurrence of such an Event of Default. Trustor shall, at the request of Beneficiary, execute such further assignments to Beneficiary of any or all such leases, agreements, and rents as Beneficiary may require.

Upon the occurrence of any Event of Default hereunder, Beneficiary may, at any time (either in person, by agent or representative, or by a receiver appointed by a court), without notice or demand and without regard to the adequacy of any security for the indebtedness and/or obligations secured by this Deed of Trust, enter upon and take possession of the Property or any part thereof in Beneficiary's own name or in the name of Trustor, sue for or otherwise collect the rents (including those past due and unpaid), and apply such rents (less costs and expenses of operation and collection, including attorneys' fees and expenses) to the payment of such indebtedness secured under this Deed of Trust in such order and in proportions as Beneficiary in its absolute discretion may determine. The entering upon and taking of possession of the Property and the collection and application of the rents shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice, nor render Beneficiary a mortgagee in possession.

If a separate assignment of rents and/or leases is recorded in connection with any indebtedness secured by this Deed of Trust, the terms of such separate assignment, to the extent they are inconsistent with this Section 8 or with Clause A.4 in the initial granting clause above, shall control.

9. <u>Performance of Ohligations by Beneficiary or Trustee</u>. Should Trustor fail to make any payment, perform any obligation, or do any act, set forth in or secured by this Deed of Trust, Beneficiary or Trustee (at the request of Beneficiary), without obligation to do so, without notice to or demand upon Trustor and without releasing Trustor from making such future payments, performing such future obligations, or doing such future acts, may make such payment, perform such obligation, or do such act in such manner and to such extent as Beneficiary or Trustee may deem necessary to determine or preserve the condition of the Property or the Collateral or otherwise protect the security of this Deed of Trust. For any and all such purposes, Beneficiary and/or Trustee are authorized to enter upon the Property.

Without limiting the foregoing, Beneficiary or Trustee may pay, purchase, contest, or compromise any encumbrance, charge, or lien which, in the sole judgment of Beneficiary or Trustee, appears to be prior or superior to this Deed of Trust. In exercising any such power, Beneficiary or Trustee may pay all necessary expenses incurred therefor and employ legal counsel and pay its fees and expenses.

Trustor agrees to pay and shall pay, immediately and without demand, all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the rate of default interest from time to time applicable under the Note.

- 10. Events of Default. It shall be an "Event of Default" under this Deed of Trust if:
 - (a) Trustor fails to make any payment required by the Note; or

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- (b) Trustor fails to perform any other covenant contained in this Deed of Trust; or
- (c) Subject to the provisions of Section 3(c) above, any claim of lien or levy of attachment or execution is filed against the Property or the Collateral or any part thereof, or any interest or right made appurtenant thereto, or a notice to withhold funds is served upon Beneficiary; or
- (d) Any representation, disclosure, or warranty contained in this Deed of Trust or in any other Loan Document (including, without limitation, in the Environmental Indemnity executed and delivered in connection with obligations evidenced by the Note) is, shall be or shall become untrue or misleading in any material respect; or
- (e) Any other event occurs that, under the Note, this Deed of Trust, or any other Loan Document (other than the Environmental Indemnity) constitutes a default of Trustor, or gives Beneficiary the right to accelerate the maturity of all or any part of the indebtedness or obligations secured by this Deed of Trust; or
- (f) The legal status of Trustor is materially amended or modified, terminated, or canceled without the prior written consent of Beneficiary; or
- (g) There occurs any event that, in the reasonable discretion of Beneficiary, materially adversely affects (i) the performance by Trustor of any of Trustor's obligations hereunder or under the Note or any other Loan Document; (ii) the priority or security of Beneficiary's lien on the Property or the Collateral; or (iii) the business, financial condition, operations or value of the Property or the Collateral; or
- (h) There exists a default under any other deed of trust, mortgage, lien, or agreement affecting or relating to the Property (other than the Environmental Indemnity); or
- (i) There occurs any event that constitutes a default of Trustor as lessor under any lease of all or part of the Real Property, or gives the lessee thereunder the right to terminate such lease.
- Rights upon Default. Upon the occurrence of an Event of Default under this Deed of Trust, Beneficiary may, at its sole option (without notice to or demand upon Trustor): declare all indebtedness secured by this Deed of Trust immediately due and payable; and/or execute and record (or cause Trustee to execute and record) a notice of default and election to cause the Property to be sold to satisfy the indebtedness and obligations secured hereby; and/or commence an action to foreclose this Deed of Trust; and/or enter on or into the Property, in person or by agent or by court-appointed receiver, and take any and all steps which may be desirable in Beneficiary's judgment to complete any unfinished development and to manage and operate the Property; and/or obtain the appointment of a receiver ex parte and without prior notice to Trustor, which notice Trustor hereby expressly waives; and/or exercise all rights and remedies now or in the future available to a secured party under the Nevada Uniform Commercial Code or other applicable law; and/or require Trustor to assemble the Collateral and make it available to Beneficiary in a place designated by Beneficiary that is reasonably convenient to both parties and sell the Collateral at the Real Property or elsewhere, with or without having the Collateral at the place of sale; and/or without removal, render the Collateral unusable and dispose of the same on the premises; and/or enter upon the premises where the Collateral is kept and possess and remove the same without legal process if Beneficiary can do so without a breach of the peace; and/or proceed by legal action to obtain possession; and/or proceed against Trustor with or without proceeding against the Collateral, including proceeding against the separate property of Trustor; and/or proceed against Trustor for any deficiency after proceeding against the Collateral; and/or proceed against any other security securing any indebtedness secured hereby with or without proceeding against the Collateral; and/or take any other action permitted by law to enforce its rights and remedies hereunder as it may deem to be appropriate. Upon the recordation of such notice of default, Beneficiary shall deposit this Deed of Trust, the Note, and all other documents evidencing such indebtedness and/or such obligations with Trustee.

After the lapse of such time as may then be required by law following the recordation of the notice of default, and after the notice of the sale of the Property has been given by Trustee as then required by law, Trustee (without demand on Trustor) shall sell the Property at the time and place fixed in such notice of sale, either as a whole or in separate parcels, and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at the time of sale. Trustee may postpone the sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement.

Trustee shall deliver to the purchaser a deed conveying the Property (or such portion thereof) so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof.

Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

Upon such sale by Trustee, and after deducting all costs, expenses, and fees of Trustee and of this trust (including the cost of evidence of title in connection with the sale), Trustee shall apply the proceeds from the sale to the payment of: the indebtedness and obligations secured by this Deed of Trust, whether evidenced by the Note

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INITIAL HERE or otherwise; sums representing advances made or expenditures made and incurred by, and not then repaid to, Beneficiary or Trustee under this Deed of Trust or under any other document evidencing or securing any indebtedness secured hereby, together with accrued interest thereon at the rate specified in Section 9 above; all other sums then secured by this Deed of Trust, together with interest as provided in any document pertaining thereto; and the remainder, if any, to the person or persons legally entitled thereto.

If this Deed of Trust or any note secured hereby provides for any charge or fee for prepayment of any indebtedness secured hereby, Trustor agrees to pay said charge or fee if any of such indebtedness shall be paid prior to the normal due date thereof stated in such Note or in this Deed of Trust; this result shall obtain even if and notwithstanding that Trustor shall have defaulted in the payment thereof or in the performance of any obligation hereunder, and Beneficiary, by reason of such default, shall have declared all indebtedness secured hereby immediately due and payable.

12. Acceleration of Indebtedness Upon Sale of the Property and Upon Change in Ownership, Control, or Membership of Trustor.

- (a) If Trustor sells, contracts to sell, gives an option to purchase, conveys, leases, encumbers or alienates the Property, or any interest in the Property, or suffers Trustor's title (or any interest) in the Property to be divested, whether voluntarily or involuntarily; or in the event of the sale or transfer (in one or more transactions) of beneficial interest in Trustor (if Trustor is a corporation, partnership, association, trust, or other legal entity) equal to 25% or more of the beneficial ownership interest of Trustor outstanding at the date of this Deed of Trust; or if title to such Property be subject to any lien or charge, voluntarily or involuntarily, contractual or statutory, without the written consent of Beneficiary being first had and obtained, Beneficiary, at Beneficiary's option, may, without prior notice, declare all sums secured by this Deed of Trust immediately due and payable irrespective of their stated due dates, and may exercise all rights and remedies provided in this Deed of Trust.
- (b) No waiver of the requirement of consent by Beneficiary as set forth herein shall be effective unless in writing. Consent by Beneficiary to any one or more transactions described in the foregoing paragraph shall neither constitute, nor be deemed to be, a consent or waiver of the requirement of consent as to any future or succeeding transactions.
- Beneficiary may, without notice, at its election, declare the Note and such other indebtedness and obligations as may be secured by this Deed of Trust (irrespective of the maturity date specified in the Note or in any written agreement pertaining to the Note and/or such other indebtedness and obligations) immediately due and payable: if any proceeding under the Bankruptcy Code, or under any present or future federal, state, or other statute, law, or regulation pertaining to bankruptcy, insolvency, or other relief for debtors, shall be instituted by or against Trustor or any other person or entity who may be liable (by way of guaranty, assumption, endorsement, or otherwise) upon the Note and/or such other indebtedness and obligations; and/or if a receiver or custodian shall be appointed for Trustor, such other person or entity or the Property, or if Trustor or such other person or entity shall make an assignment for the benefit of creditors and such proceeding (if not instituted by Trustor or such other person or entity) or receiver or custodian shall not be dismissed, or such assignment shall not be voided, within sixty (60) days of such institution, appointment or making.
- Acceptance of Late and Partial Payments. The acceptance by Beneficiary of the payment of any sum secured by this Deed of Trust after its due date shall not constitute a waiver of the right to require prompt payment when due of all other and future sums so secured, or to declare a default as herein provided for any failure to so pay any future payments, or to proceed with foreclosure or sale for any other default then existing. The acceptance by Beneficiary of the payment of a portion of any sum secured by this Deed of Trust at such time that such sum in its entirety is due and payable shall neither cure nor excuse the default caused by failure to pay the whole of such installment or affect any notice of default recorded prior to such acceptance, unless such notice of default is expressly revoked in writing by Beneficiary. Such acceptance shall not constitute a waiver of Beneficiary's rights to require full payment when due of all other and future sums so secured.
- 15. General Rights of Beneficiary and Trustee. At any time or from time to time, without liability therefor, without notice, and without affecting the liability of any person or entity (including Trustor) for the payment of any indebtedness or the performance of any obligation secured by this Deed of Trust or the lien of this Deed of Trust on the Property or any portion thereof:
- (a) Beneficiary may do any one or more of the following: release any person or entity liable for the payment of any such indebtedness or for the performance of any such obligation; extend the time or otherwise alter the terms of payment or performance thereof; accept additional security therefor of any kind, including deeds of trust and mortgages; or alter, substitute, or release all or any portion of the Property, the Collateral or any other property securing such indebtedness; and
- (b) Trustee may, upon the written consent of Beneficiary, do any one or more of the following: consent to the making of any map or plot of the Property; join in granting any easements or creating any restrictions on the Property; or join in any extension agreement or any agreement subordinating the lien or charge of this Deed of Trust.

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- 16. Reconveyance of this Deed of Trust. Upon written request of Beneficiary stating that all indebtedness secured by this Deed of Trust has been paid, upon surrender of this Deed of Trust and all notes evidencing such indebtedness to Trustee for cancellation and retention, and upon payment to Trustee of its fee, costs, and expenses incurred or to be incurred thereby, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- Successor Trustees. Beneficiary, acting alone, may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder. Such instrument, executed, acknowledged, and recorded in the manner required by law, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall (without conveyance from the preceding Trustee) succeed to all of the title, estate, rights, powers, and duties of such preceding Trustee. Such instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and page where this Deed of Trust is recorded (or instrument number of such recordation, as applicable) and the name and address of the new Trustee. If a notice of default has been recorded, this power of substitution cannot be exercised until after the costs, fees, and expenses of the then acting Trustee have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution.
- 18. <u>Successors and Assigns</u>. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto and their respective heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" as used herein shall mean the owner and holder, including pledgees, of the Note or any other indebtedness secured hereby, whether or not named as Beneficiary herein.

19. <u>Compensation; Exculpation; Indemnification</u>.

- (a) <u>Compensation and Exculpation</u>. Trustor shall pay Trustee's fees and reimburse Trustee for expenses in the administration of this trust, including attorneys' fees, subject to applicable limitations set forth by law. Beneficiary shall not directly or indirectly be liable to Trustor or any other person or entity as a consequence of (i) the exercise of the rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) the failure or refusal of Beneficiary to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; or (iii) any loss sustained by Trustor or any third party resulting from Beneficiary's failure to lease the Property after an Event of Default or from any other act or omission of Beneficiary in managing the Property after an Event of Default unless the loss is caused by the gross negligence or willful misconduct of Beneficiary, and no such liability shall be asserted or enforced against Beneficiary, all such liability being expressly waived and released by Trustor.
- (b) Indemnification. Trustor indemnifies Trustee and Beneficiary against, and holds them harmless from, all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other expenses which either may suffer or incur, other than as a result of the gross negligence or willful misconduct of Beneficiary, (i) by reason of this Deed of Trust; or (ii) by reason of the execution of this trust or in performance of any act required or permitted hereunder or by law; or (iii) as a result of any failure of Trustor to perform Trustor's obligations or of the failure of any representation or warranty of Trustor made in or pursuant to any Loan Document to be true and correct in all respects; or (iv) by reason of any alleged obligation or undertaking on Beneficiary's part to perform or discharge any of the representations, warranties, conditions, covenants, or other obligations contained in any other document related to the Property.
- (c) Expenses. Trustor shall upon demand pay to Beneficiary the amount of any and all reasonable expenses, including the reasonable fees and expenses of counsel and/or any experts and agents, that Beneficiary may incur in connection with (i) the administration of this Deed of Trust, (ii) the inspection, custody, preservation, use, or operation of, the sale of, the collection from, or other realization upon, any of the security subject hereto, (iii) the exercise or enforcement of any of the rights of Beneficiary hereunder (including the defense or any claims or counterclaims asserted against Beneficiary arising out of this Deed of Trust or the transactions contemplated hereby) or under any judgment awarded to Beneficiary in respect of its rights hereunder (which obligation shall be severable from the remainder of this Assignment and shall survive the entry of any such judgment), or (iv) the failure by Trustor to perform or observe any of the provisions hereof. The foregoing shall include any and all expenses and fees incurred by Beneficiary in connection with a bankruptcy, reorganization, receivership, or similar debtor-relief proceeding by or affecting Trustor or any of the Property.
- (d) <u>Statements of Status</u>. Trustor agrees to pay Beneficiary reasonable charges, not to exceed the maximum allowed by law, for giving any statement of the status of the obligations secured by this Deed of Trust.
- (e) <u>Payment</u>. Trustor shall pay all indebtedness arising under this Section 19 immediately upon demand by Trustee or Beneficiary together with interest thereon from the date the indebtedness arises at the rate specified in Section 9.

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20. Miscellaneous.

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- statute of limitations as a defense to any and all indebtedness and/or obligations secured by this Deed of Trust. To the extent permitted by law, Trustor waives the benefit of all laws now existing or that may hereafter be enacted providing for (i) any appraisement before sale of any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt. To the full extent Trustor may do so, Trustor agrees that Trustor will not at any time insist upon, plead, claim, or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension, or redemption with respect to the Property or the indebtedness secured hereby, and Trustor, for Trustor, Trustor's representatives, and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness, and marshalling in the event of foreclosure of the liens hereby created. If any law referred to in this paragraph and now in force, of which Trustor, Trustor's representatives, successors and assigns, or other person might take advantage despite this paragraph, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this paragraph.
- (b) Change in Tax Law. In the event of the passage, after the date of this Deed of Trust, of any law deducting from the value of real property, for tax purposes, any lien or charge thereon, or changing in any way the laws now existing for the taxation of deeds of trust or indebtedness secured by deeds of trust for federal, state or local purposes, or changing the manner of collection of any such taxes as to affect this Deed of Trust or the indebtedness secured hereby, Trustor agrees to pay such tax arising from such new law unless it would be illegal to do so; and if Trustor fails to do so or it would be illegal to do so, Beneficiary may, at its election and without demand or notice, declare the entire indebtedness secured by this Deed of Trust (together with accrued interest thereon) immediately due and payable.
- (c) <u>Acceptance by Trustee</u>. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party to this Deed of Trust of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary and/or Trustee is a party, unless brought by Trustee hereunder.
- writing (including telegraphic, telecopied, or telex communication) and mailed or telegraphed or telecopied or delivered to the parties at their respective address as set forth on Page 1 hereof, or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 20(d). All such notices and communications, if mailed, shall be effective upon deposit into the United States mail, first-class (or certified) postage prepaid; if telegraphed or telecopied, shall be effective when transmitted; if sent by telex, shall be effective when the telex is sent and the appropriate answer back is received; and if delivered in another way, shall be effective upon receipt. Trustor requests that a copy of any notice of default or notice of sale hereunder be mailed to Trustor at the address set forth on Page 1 hereof, or at such other address as Trustor may, from time to time, notify Trustee by certified United States mail.
- (e) <u>Severability</u>. If any provision of this Deed of Trust shall be deemed or held to be invalid or unenforceable for any reason, it shall be adjusted, if possible, rather than voided, so as to achieve the intent of the parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Deed of Trust, which shall continue to be in full force and effect.
- (f) <u>Multiple Obligors</u>. If "Trustor" refers to more than one person or entity, then (i) the obligations of each such person or entity shall be joint and several; (ii) all references to "Trustor" herein shall, unless the context otherwise requires, refer to all such parties jointly and severally; and (iii) each such person or entity hereby waives any and all defenses based upon suretyship or guaranty or impairment of collateral. If Trustor is a partnership, the partnership and all general partners therein shall be jointly and severally liable hereunder.
- immunities specified herein or arising hereunder are in addition to, and not exclusive of, those otherwise created or existing now or at any time, whether by contract, by statute, or by rule of law. Beneficiary shall not, by any act, delay, omission or otherwise, be deemed to have modified, discharged or waived any of Beneficiary's options, powers, or rights in respect of this Deed of Trust, and no modification, discharge or waiver of any such option, power, or right shall be valid unless set forth in writing signed by Beneficiary or Beneficiary's authorized agent, and then only to the extent therein set forth. A waiver by Beneficiary of any right or remedy hereunder on any one occasion shall be effective only in the specific instance and for the specific purpose for which given, and shall not be construed as a bar to any right or remedy that Beneficiary would otherwise have on any other occasion.
- (h) Governing Law; Terms. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Nevada applied to contracts between residents thereof, to be wholly performed within the State of Nevada, Except as to any security interest granted hereby in deposit accounts, the creation, perfection and enforcement of which shall be governed by the laws of the State of California applied to contracts between residents thereof, to be wholly performed within the State of California.

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- (i) <u>Headings</u>. The section headings used in this Deed of Trust are intended principally for convenience and shall not by themselves determine the rights and obligations of the parties to this Deed of Trust.
- (j) Entire Agreement. This Deed of Trust and the other Loan Documents contain the entire agreement between Trustor and Beneficiary with respect to their subject matter, and supersede all prior communications relating thereto, including, without limitation, all oral statements or representations. No supplement to or modification of this Deed of Trust shall be binding unless executed in writing by Trustor and Beneficiary.
- 21. <u>Fixture Filing</u>. The Collateral in which Beneficiary has a security interest includes goods that are, or are to become, fixtures on the Real Property. This Deed of Trust is intended to serve as a fixture filing pursuant to the terms of Section 9313 and 9402 of the Nevada Uniform Commercial Code (or successor provisions). This filing is to be recorded in the real estate records of the county in which the Real Property is located. In that regard, the following information is provided:

Name of Debtor: World Class Resorts International Inc., a Nevada non-profit corporation

Address of Debtor: See Page 1 hereof.

Name of Secured Party: First Fidelity Thrift & Loan Association

Address of Secured Party: See Page 1 hereof.

IN WITNESS WHEREOF, this Deed of Trust is executed as of the date first hereinabove written.

TRUSTOR:

World Class Resorts International Inc., a Nevada non-profit

By: Laurence H. Wayne

Its: President

STATE OF NEUDOLA COUNTY OF DOUGLAS

}ss

ON September 29, 1993 , 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Laurence H. Wayne known to me to be the

.....President, and....

known to me to be the Secretary of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

Notary's Signature

CORPORATION ACKNOWLEDGMENT

OFFICIAL SEAL DEIRDRE RANDOLPH

NOTARY PUBLIC - NEVADA

DOUGLAS COUNTY
DISCOUNTY 1 1933

Form No. 14

EXHIBIT "A"

Description of Real Property

1. J. J. C. S. L.

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN DOUGLAS COUNTY, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

Units 2, 3, & 4 as set forth on the Condominium Map of Lot 1, TAHOE VILLAGE UNIT NO. 3, filed for record February 6, 1981 in Book 281, page 785, as Document No. 53365, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 3/8th interst in and to those portions designated as Common Areas set forth on the Condominium Map of Lot 1, TAHOE VILLAGE UNIT NO. 3, filed for record February 6, 1981 in Book 281, page 785 as Document No. 53365, Official Records of Douglas County, State of Nevada.

Units 1, 2, 3, and 4 as set forth on the Condominium Map of Lot 8, TAHOE VILLAGE UNIT NO. 3, filed for record June 17, 1982, as Document No. 68579, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 4/4ths interest in and to those portions designated as Common Areas as set forth on the Condominium Map of Lot 8, TAHOE VILLAGE UNIT NO. 3, filed for record June 17, 1982, as Document No. 68579, Official Records of Douglas County, State of Nevada.

Units 5, 6, 7 and 8 as set forth on the Condominium Map of Lot 14, TAHOE VILLAGE UNIT NO. 3, filed for record June 2, 1980, as Document No. 44976, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 4/8ths interest in and to those portions designated as Common Area as set forth on the Condominium Map of Lot 14, TAHOE VILLAGE UNIT NO. 3, filed for record June 2, 1980 as Document No. 44976, Official Records of Douglas County, State of Nevada.

Units 1 through 8 as set forth on the Condominium Map of Lot 23, TAHOE VILLAGE NO. 3, filed for record August 27, 1979 as Document No. 36008, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 8/8ths interest in and to those portions designated as Common Area as set forth on the Condominium Map of Lot 23, Tahoe Village No. 3, filed for record August 27, 1979 as Document No. 36008, Official Records of Douglas County, State of Nevada.

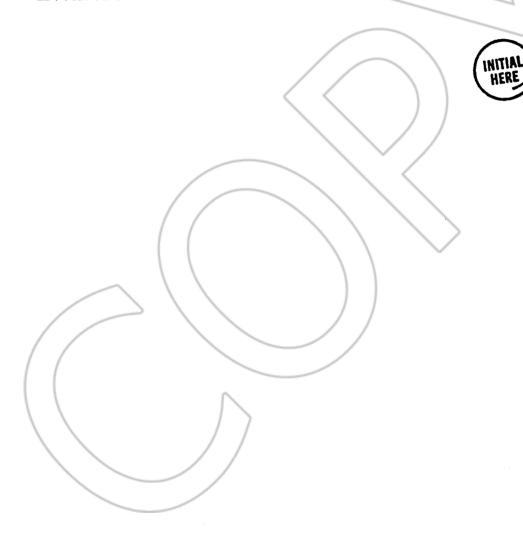
Units ----6, 7, and 8 as set forth on the Condominium Map of Lot 24, TAHOE VILLAGE UNIT NO. 3, filed for record August 27, 1979 as Document No. 36009, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 3/8th interest in and to those portions designated as Common Area as set forth on the Condominium Map of Lot 24, TAHOE VILLAGE UNIT NO. 3, filed for record August 27, 1979, as Document No. 36009, Official Records of Douglas County, State of Nevada.

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EXHIBIT "B"

INVENTORY OF PERSONAL PROPERTY COLLATERAL



WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 1 UNIT 2

VALLEYVIEW BUILDING, UNIT C

LIVING ROOM / DINING ROOM	KITCHEN
1 Resort Information Book 8 Placemats	<pre>1 Microwave Oven 1 Coffee Maker 1 Toaster 1 2-pc. Corningware Set & 1 cover 8 Place Settings of Dishes 8 Place Settings of Flatware 8 Steak Knives</pre>
BEDROOM #1	1 Can Opener 1 Can Piercer
1 Clock Radio	1 Vegetable Peeler
1 Floral Arrangement	<pre>1 Large Kitchen Knife 1 Paring Knife 1 Egg Turner (Flipper)</pre>
BEDROOM #2 (Upstairs)	1 Mixing Spoon 1 Large Kitchen Fork
1 Floral Arrangement	1 Wire Wisk (Whipper) 1 Cork Screw 2 Sauce Pans with Covers
BEDROOM #3 (Downstairs)	1 Large Pot with Cover 2 Frying Pans
1 Floral arrangement	<pre>1 Bake & Broil Pan 1 Colander (Strainer)</pre>
ВАТН	<pre>1 Measuring Cup 1 Set Measuring Spoons 3 Mixing Bowls</pre>
1 Toliet Plunger (under sink)	8 Water Glasses 8 Rock Glasses 8 Wine Glasses
1 Waste Basket	<pre>1 Water Pitcher 2 Ice Trays 1 Cutting Board</pre>
BEDROOM CLOSET (Downstairs)	
	1 Tea Kettle
2 Pillows for Hide-a-Bed	1 Dish Cloth 2 Dish Towels
Blanket for Hide-a-Bed	2 Pot Holders
. Dadings for made a boa	1 Dish Drainer
	1 Waste Basket
OTHER	1 Candle
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	1 Grater
l Ironing Board l Vacuum Sweeper	1 Cookie Sheet
1 Broom	
: Dust Pan	
1 Snow Shovel (in garage)	
1 Steam Iron	

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so that replacements may be made for you.

319204

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BEO-SOFA	001-000-0001	11/01/92	496.00	8:00	a: 00	7:03		36.00		196.300
#IN1-038	9160-000-100	11/01/88	100.00	15:00	15:00	10:03		00.00		200.000
LINDS/DRAPES	601-000-0025	03/01/92	255.00	15:00	15:00	£.97		255.00		255.000
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TTEM PARAMETER REPORT
Ltem Parameter: Unit 3 Model C
8/93 - 7/94

LOT 1 UNIT 2

NON-RESERVE INVENTORY WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 1 UNIT 3 VALLEYVIEW BUILDING, UNIT B

LIVING ROOM / DINING ROOM

KITCHEN

1	Resort	Information	Book
_			

Placemats

BEDROOM #1

1 Clock Radio

1 Floral Arrangement

BEDROOM #2 (Upstairs)

1 Floral Arrangement

BEDROOM #3 (Downstairs)

1 Floral arrangement

BATH

Toliet Plunger (under sink)

1 Waste Basket

BEDROOM CLOSET (Downstairs)

2 Pillows for Hide-a-Bed

Blanket for Hide-a-Bed

OTHER

Ironing Board

Vacuum Sweeper

Broom

Dust Pan

Snow Shovel (in garage)

Steam Iron

1 Microwave Oven

Coffee Maker

Toaster

2-pc. Corningware Set & 1 cover

Place Settings of Dishes

Place Settings of Flatware

8 Steak Knives

1 Can Opener

1 Can Piercer

Vegetable Peeler

Large Kitchen Knife

1 Paring Knife

Egg Turner (Flipper)

Mixing Spoon

Large Kitchen Fork

Wire Wisk (Whipper)

Cork Screw

Sauce Pans with Covers

Large Pot with Cover

Frying Pans

Bake & Broil Pan

Colander (Strainer)

Measuring Cup

Set Measuring Spoons

Mixing Bowls

Water Glasses

Rock Glasses

8 Wine Glasses

Water Pitcher

Ice Trays

Cutting Board

Tea Kettle

1 Dish Cloth

Dish Towels

Pot Holders 1 Dish Drainer

1 Waste Basket

1 Candle

1 Grater

1 Ccokie Sheet

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so that replacements may be made for you.

> 319204 BK 0 9 9 3 PG 6 9 1 6

Thank you.

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CHAIR-BORN ROCKER	001-000-0003	11/01/9					270.0		270.00
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LOVE SEAT	391-090-0026	23/01/9					/132.0		92
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REFRIGERATOR	391-390-091?	92/01/9					408.1	_	
34615	201-000-3013	01/01/8					313.9		313.07
INDHO-318VI	1010-000-100	11/01/9					198.00	_	94.00
TABLE-DIMING	101-009-0010	01/01/0					398.6		303.00
LYBEE-END	\$060-000-100	11/01/9				_	/	_	101
MOISIABIBL	091-939-0909	05/01/8					É	_	169.695
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LOT 1 UNIT 3

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WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY

LOT 1 UNIT 4 VALLEYVIEW BUILDING, UNIT A

LIVING ROOM / DINING ROOM	KITCHEN
1 Resort Information Book 8 Placemats	1 Microwave Oven 1 Coffee Maker 1 Toaster
o Placemars	1 2-pc. Corningware Set & 1 cover
	8 Place Settings of Dishes
	8 Place Settings of Flatware
	8 Steak Knives
BEDROOM #1	1 Can Opener
DDDMOON #1	1 Can Piercer
1 Clock Radio	1 Vegetable Peeler
1 Floral Arrangement	1 Large Kitchen Knife
	1 Paring Knife
•	1 Egg Turner (Flipper)
BEDROOM #2 (Upstairs)	1 Mixing Spoon
	1 Large Kitchen Fork
1 Floral Arrangement	1 Wire Wisk (Whipper)
	1 Cork Screw
	2 Sauce Pans with Covers
BEDROOM #3 (Downstairs)	1 Large Pot with Cover
	2 Frying Pans
1 Floral arrangement	1 Bake & Broil Pan
	1 Colander (Strainer)
	1 Measuring Cup
BATH	1 Set Measuring Spoons
	3 Mixing Bowls
1 Toliet Plunger (under sink)	8 Water Glasses
	8 Rock Glasses
	8 Wine Glasses 1 Water Pitcher
1 Waste Basket	_ /,
	<pre>2 Ice Trays 1 Cutting Board</pre>
BEDROOM CLOSET (Downstairs)	1 Cutting Board
BEDROOM CLOSEI (DOWNSCAILS)	l Tea Kettle
	1 Dish Cloth
2 Pillows for Hide-a-Bed	2 Dish Towels
1 Blanket for Hide-a-Bed	2 Pot Holders
1 Diames for mass a sec	1 Dish Drainer
	1 Waste Basket
OTHER	1 Candle
	1 Grater
1 Ironing Board	1 Cookie Sheet
1 Vacuum Sweeper	
1 Broom	
l Dust Pan	
<pre>1 Snow Shovel (in garage)</pre>	
1 Steam Iron	

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so that replacements may be made for you.

Thank you.

LOT 1 UNIT 4
WORLD CLASS RESORTS

Inf: 0.008 MI:		
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E3300-038	991-999-4015	11/01/33	\$20.90	15:90	15:09	19:03	529.00	HJY3	253.333
8E9-30FA	1000-000-100	11/91/32	196.99	3:00	3:50	7:93	196.00	EXCH	435.533
RIUI-638	9100-006-100	11/01/55	100.90	15:09	15:00	10:03	199.00	K)(X)	2:1.999
SLIMOS/DRAPES	001-000-0025	03/31/92	255.90	15:00	15:00	13:97	255.00	EXCH	255.399
CARPET-3 8ED	6100-000-160	12/01/92	1,700.00	10:00	10:03	9:04	1,700.00	EACH	1,799.999
CEILING FAN	001-000-0033	11/01/92	109.90	10:90	10:00	9:03	199.00	EACH	50.30
CHAIR-BORM ROCKER	901-300-9033	11/01/92	279.00	8:90	9:3 9	7:03	270.00	EACH	279.939
CHAIR-DINING	001-009-9011	01/01/83	\$23.00	15:00	15:30	1:35	528.00	EACH	33. 393
CHEST-2204004	301-300-0657	11/01/32	567.30	5:00	9: 33	1:03	\$67.03	EACH	1111.783
B3HSvn#316	901-909-9029	11/01/92	250.99	15:03	15: 10	11:02	250.90	EACH	253.:33
334662	111-999-0059	91/01/81	533.90	20:00	20:09	7:35	\$39.90	H3Y3	523.335
#3300-Gebeger34	8166-060-100	11/91/92	232.00	15:00	15:00	14:93	232.00	E343	115.399
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[ARP-F1008	001-901-0097	11/01/92	43.90	15:00	15:00	14:33	13.00	EXCH	1:.393
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ide-Ingif-ing ad	191-901-3035	1:/01/9:	17.93	15:00	15:99	11:33	17.00	H)13	11.13
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Salkie-318ti	301-503-0310	91/91/83	333.99	15:33	15:33	1:35	303.09	£343	131.313
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12.26/23.54E	121-996-9921	01/91/33	550.33	?):))	:9:93););	651.J4	27.2	95
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WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 24 UNIT 8 ROCKWOOD BUILDING, UNIT H

LIVING ROOM / DINING ROOM	KITCHEN
<pre>1 Floral Arrangement 1 Resort Information Book 8 Placemats 1 Fireplace Tool Set</pre>	<pre>1 Microwave Oven 1 Coffee Maker 1 Toaster 1 2-pc. Corningware Set & 1 cover 8 Place Settings of Dishes 8 Place Settings of Flatware 8 Steak Knives</pre>
BEDROOM #1	1 Can Opener 1 Can Piercer
1 Clock Radio 1 Floral Arrangement	1 Vegetable Peeler 1 Large Kitchen Knife 1 Paring Knife 1 Egg Turner (Flipper)
BEDROOM #2	1 Mixing Spoon
1 Floral Arrangement	1 Large Kitchen Fork 1 Wire Wisk (Whipper) 1 Cork Screw
BEDROOM #3 (UPSTAIRS)	2 Sauce Pans with Covers1 Large Pot with Cover2 Frying Pans1 Bake & Broil Pan
l Floral Arrangement	1 Colander (Strainer)
BATHS (Total of All)	<pre>1 Measuring Cup 1 Set Measuring Spoons 3 Mixing Bowls</pre>
1 Toliet Plunger (under sink)	8 Water Glasses 8 Rock Glasses 8 Wine Glasses
2 Waste Baskets	1 Water Pitcher 2 Ice Trays
BEDROOM CLOSET	1 Cutting Board 1 Tea Kettle 1 Dish Cloth
<pre>2 Pillows for Hide-a-Bed 1 Blanket for Hide-a-Bed</pre>	<pre>2 Dish Towels 2 Pot Holders 1 Dish Drainer 1 Waste Basket</pre>
OTHER	1 Candle
<pre>1 Ironing Board 1 Vacuum Sweeper 1 Brccm 1 Dust Pan 1 Sncw Shovel 1 Steam Iron 2 Folding Chairs</pre>	1 Grater 1 Cookie Sheet

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so 319204 that replacements may be made for you.

WORLD CLASS RESORTS

TTEM PARAMETER REPORT

(lem Parameter: Unit 33 Model 8

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Inf: 0.331 NINV: 0.0031 Catr: 0.001 Adj: 0.001 Catg: 0.001, 0:00 LAC; A Primary Current	250.999	E)(1		E : 33	15:00	15:00	250.00	11,01/92		EJHSKUKS
Inf: 0.901 NINY: 0.0908 Catr: 0.001 Adj: 0.001 Catg: 0.001, 0:00 LAC; A Primary Current Nife Life Life Rcr Cost 33: Code Number Oate Cost Life Life Life Rcr Cost 33: 006-009-0032 11/01/92 300.09 15:09 15:09 16:03 399.09 EACH 006-009-0015 11/01/93 529.09 15:09 16:09 7:03 499.09 EACH 006-003-0016 11/01/83 400.09 15:09 15:09 10:03 499.09 EACH 006-003-0025 03/01/92 255.09 15:09 15:09 13:07 255.00 EACH 006-003-0054 06/01/91 1,300.00 10:00 10:00 7:10 1,300.30 EACH 006-033-0031 06/01/92 164.00 15:00 15:00 13:07 15:00 EACH 006-033-0031 06/01/92 164.00 15:00 15:00 13:07 164.00 EACH 006-030-0011 01/01/33 529.00 15:00 15:00 13:07 164.00 EACH 006-030-0011 01/01/33 529.00 15:00 15:00 13:07 164.00 EACH	159.000	k3t3		Ē	9:99	8 :00	\$67.00	12/01/85	~	E37-8E3#00#
Inf: 0.901 NINV: 0.0908 Catr: 0.001 Adj: 0.001 Catg: 0.001, 0:00 LACH 335; Code Number Date Cost Life Life Rer Cost 335, 25, 25 EACH 205-009-0032 11/01/92 300.09 15:09 15:09 16:03 390.09 EACH 305-009-0035 11/01/93 529.09 15:09 15:09 16:03 529.39 EACH 205-009-0035 11/01/93 400.09 15:09 15:09 10:03 409.09 EACH 205-009-0025 03/01/92 495.09 15:09 15:09 13:07 255.00 EACH 205-009-0025 03/01/92 255.09 15:09 15:09 13:07 255.00 EACH 205-009-0025 05/01/91 1,300.00 10:00 10:00 7:10 1,300.30 EACH 205-009-0024 05/01/91 1,300.00 10:00 10:00 8:10 13:07 255.00 EACH 1,306-003-0031 05/01/92 100.00 10:00 10:00 8:10 13:00 EACH 1,400-004-005 100-004-005	13.595	ENCH		1:55	15:00	15:00	528.00	01/01/10	_	AIN-DINING
Inf: 0.901 NINY: 0.0938 Catr: 0.001 Adj: 0.001 Catg: 0.001, 0:00 LAC:C,A Primary Current Maid Matu Rplc Future 33: Code Mumber Oate Cost Life Life Life Rcr Cost 33:00 EACH 906-000-0032 11/01/92 300.00 15:00 15:00 10:03 339.00 EACH 906-000-0051 11/01/93 520.00 15:00 10:03 409.00 EACH 906-003-0052 03/01/92 255.00 15:00 15:00 13:07 255.00 EACH 906-000-0054 06/01/91 1,300.00 10:00 10:00 8:10 13:0.00 EACH 906-033-0033 06/01/92 100.00 10:00 10:00 8:10 13:0.00 EACH 100-005-033-0033 06/01/92 100.00 10:00 10:00 8:10 13:0.00 EACH 11/01/83 100.00 10:00 10:00 10:00 11:0.00 EACH 11/01/83 100.00 10:00 10:00 10:00 11:00 EACH 11/01/92 255.00 15:00 10:00 10:00 11:00 13:00 EACH 11/01/92 100.00 10:00 10:00 10:00 11:00 EACH 11/01/92 100.00 10:00 10:00 10:00 EACH	32.000	22	1	11:10	15:00	15:00	164.00	96/01/92	_	K608038-21
Inf: 0.901 NINV: 0.0908 Catr: 0.001 Adj: 0.001 Catg: 0.001, 0:00 LNL:C,N Primary Current Maid Matu Rplc Future 315 Code Number Oate Cost Life Life Life Rcr Cost 329.00 EACH 906-909-9032 11/01/92 300.00 15:00 15:00 16:03 339.00 EACH 905-909-0031 11/01/93 522.00 15:00 16:03 529.30 EACH 906-909-0031 11/01/93 406.00 8:00 3:00 7:03 409.00 EACH 906-003-9016 11/01/83 400.00 15:00 15:00 10:03 409.00 EACH 906-003-9025 93/01/91 1,300.00 10:00 7:10 1,300.30 EACH	59.007	EACH		=	10:00	19:00	100.00	06/91/92	966-033-0033	ILING FAR
Inf: 0.901 MINV: 0.0908 Catr: 0.001 Adj: 0.001 (atg: 0.001, 0:00 LML:C,M Primary Current Maid Matu Rplc Future 315: Code Mumber Oate Cost Life Life Life Rcr Cost 329.00 EACH 906-909-9032 11/01/92 300.00 15:00 15:00 16:03 339.00 EACH 905-909-0031 11/01/93 520.00 15:00 15:00 16:03 520.30 EACH 906-003-0016 11/01/83 400.00 15:00 15:00 10:03 409.00 EACH 906-003-0025 03/01/92 255.00 15:00 15:00 13:07 255.00 EACH	1,390.900	EG		7:10	10:00	10:00	1,300.00	06/01/91	1500-000-9051	RPET-2 8E0
Inf: 0.901 MINV: 0.0908 Catr: 0.001 Adj: 0.001 (atg: 0.001, 0:00 LML:C,M Primary Current Maid Matu Rplc Future 315: Code Mumber Oate Cost Life Life Life Rcr Cost 329.00 EACH 906-909-9032 11/91/92 300.09 15:09 15:09 16:03 339.09 EACH 905-909-0031 11/91/38 520.09 15:09 15:09 7:03 65.03 EACH 906-909-0031 11/91/83 400.09 15:09 15:09 10:03 409.09 EACH	255.999	E343		13:07	15:00	15:00	255.00	03/01/92	996-999-9925	INDS/ORAPES
Inf: 0.901 Minv: 0.0901 Catr: 0.001 Adj: 0.001 Catg: 0.001, 0:00 Wel:C.M Primary Current Maid Matu Rplc Future 3:51 Code Mumber Oate Cost Life Life Rer Cost 3:5:5 ::st 906-009-0032 11/01/92 300.00 15:00 15:00 14:03 3:00 EACA 905-009-0001 11/01/92 520.00 5:00 3:00 7:03 4:55,00 EACA	209.330	EACH	7	10:03	15:00	15:00	100.99	11/01/83	006-033-0016	FINI-(
Inf: 0.901 MINV: 0.0901 Catr: 0.001 Adj: 0.001 Catg: 0.003, 0:00 Wel:C.M Primary Current Maid Matu Rplc Future 3:51 Code Mumber Oute Cost Life Life Rer Cost 3:51 306-000-0032 11/01/92 300.00 15:00 15:00 14:03 30.00 EACA 305-000-0015 11/01/38 520.00 15:00 15:00 10:03 520.00 EACA	195.999	KJY3		2	3.2	8:90	436.00	11/01/92	1600-060-900	-50FA
Inf: 0.901 MINV: 0.0901 Catr: 0.001 Adj: 0.001 Catg: 0.003, 0:00 Wel:C.M Primary Current Maid Matu Rplc Future 3:51 Code Mumber Oute Cost Life Life Rer Cost 3:51 ::tt	250.399	ENCA_		10:93	15:00	15:00	\$29.00	11/91/38	\$100-000-806	0-QUEE #
Inf: 0.001 Minv: 0.000% Catr: 0.00% Adj: 0.00% Catg: 0.00%, 0:00 WAL:C.M Primary Current Maid Matu Role Future Code Mumber Oate Cost Life Life Rer Cost Masis	396.999		339.00	14:03	3: 20	15:00	300.00	11/01/92	906-000-9032	2808
Inf: 0.221 Minv: 0.093% Catr: 2.00% Adj: 2.02% Catg: 0.00%, 0:00 Willie, M Primary Current Maid Matu Rplc Future	38:) [] []	1503		11.	Life	/		Code Munber	scription
Inf: 0.931 MINY: 0.0931 Catr: 9.001 Adj: 3.001 Entg: 0.001, 9:00 WAL:C.A	31515		Future	R plc	2	P. C.	306.	Prisary Curi	(•
Inf: 0.301 MINY: 0.0801 Catr: 0.001 Adj: 0.001 Catg: 0.001, 0:00 WAL:C.M			•		,			\		
			K.3:31	0.001, 0:00	Catg:	0.001	9.001 Adj	0.090% Catr:	Inf: 0.001 Minv:	

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WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 24 UNIT 7

ROCKWOOD BUILDING, UNIT G

LIVING ROOM / DINING ROOM

- 1 Floral Arrangement
- 1 Resort Information Book
- 8 Placemats
- 1 Fireplace Tool Set

BEDROOM #1

- 1 Clock Radio
- 1 Floral Arrangement

BEDROOM #2

- 1 Floral Arrangement
- BEDROOM #3 (UPSTAIRS)
- 1 Floral Arrangement
- BATHS (Total of All)
- l Toliet Plunger (under sink)
- 2 Waste Baskets
- BEDROOM CLOSET
- 2 Pillows for Hide-a-Bed
- 1 Blanket for Hide-a-Bed

OTHER

- 1 Ironing Board
- 1 Vacuum Sweeper
- 1 Brcom
- i Dust Pan
- 1 Snow Shovel
- 1 Steam Iron
- ? Folding Chairs

KITCHEN

- 1 Microwave Oven
- 1 Coffee Maker
- 1 Toaster
- 1 2-pc. Corningware Set & 1 cover
- 8 Place Settings of Dishes
- 8 Place Settings of Flatware
- 8 Steak Knives
- 1 Can Opener
- 1 Can Piercer
- 1 Vegetable Peeler
- 1 Large Kitchen Knife
- 1 Paring Knife
 - Egg Turner (Flipper)
- 1 Mixing Spoon
- 1 Large Kitchen Fork
- Nire Wisk (Whipper)
- 1 Cork Screw
- 2 Sauce Pans with Covers
- Large Pot with Cover
- 2 Frying Pans
- 1 Bake & Broil Pan
- 1 Colander (Strainer)
- 1 Measuring Cup
- l Set Measuring Spcons
- 3 Mixing Bowls
- 8 Water Glasses
- B Rock Glasses
- 8 Wine Glasses
- l Water Pitcher
- 2 Ice Trays
- 1 Cutting Board
- l Tea Kettle
- 1 Dish Cloth
- 2 Dish Towels
- 2 Pot Holders
- 1 Dish Drainer
- l Waste Basket
- 1 Candle
- 1 Grater
- 1 Cookie Sheet

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so that replacements may be made for you.

Thank you.

319204 BK 0 9 9 3 PG 6 9 2 2

		WORLD	CLAS		RESORTS	w			
		HET	PARAMETER	\	REPORT	RT			
	<u> </u>	(Lem Parameter: 3/93	3/93 -	uni t	unit 32	model B	-		
	Inf: 0.031 Alav: 0.0001 Catr: 9.001 Adj: 0.001 Caty: 0.001, 0:00 WAL:C.#	: 0.000% Catr:	3.001 ASj:	0.001 (nty: 0.	.031, 0:00 HA	1.0.1	>	•
Bescription	Code Munber	Primary Current Date Cost		1111	n s	aple futu Life Acr Cost	2	asis	25.03
157 11027	A35-000-3932	11/91/92	399.00	5.5	5: 85 86	11:03	300.99	EACH	339.009
#3300-038	036-000-3915	11/01/33			15:00	19:93	\	CACA	260.000
8E9-S0F4	906-909-3901	11/91/92	196.00	8:00	8:30	7:33	7	E3N3	494.009
RINT-038	005-032-0016	11/01/08		15:09	15:00	10:03		E KOK	700.007
S3drac/SGRITG	995-999-3925	26/10/50	1 100 00	10.00	90	7.16	1.300.00		1,399.000
638 2-13483 638 2-13483	006-032-0033	06/01/92		19:00	10: 00 00:	2010	-	EVCH	50.000
CHAIR-BEDROOM	005-032-0034	26/10/90		15:00	15:00	13:10		EACH	82.900
CHAIR-DINING	005-000-0911	21/21/83		15:00	15:00	35:35		EACH	38.349
CHEST-BEGROOM	995-932-9857	12/91/86		-	3:35			101	139.37
BISHUASHER	006-003-3029	25/10/11		15:38	15:39	14:03		E A C A	616 613
Зэнкай	005-900-3559	91/91/31		66:67	15.38	12:33	232.00		115.309
がたからのであるとしたものです	6107-696-606	11/01/21	131.00	15:00	15:26	1:05	181.00	83	91.000
	205-000-2053	11/01/92	13.00	15:00	15:30	14:03	18.99	EACH.	24.993
LARP-TABLE BEDRADS	995-332-3458	12/01/35	188.00	15:00	15:30	8:01	183.90	K3K3	94,000
ng gal-31gri-durl	995-990-9006	11/91/92	17.00	15:90	15:33	14:03	2. 30	ř	47.339
MICEDUAYE OVEN	355-300-3014	21/91/33	150.09	15:00	15:33	**	150.05	H313	159.909
GRRIS 1951A	996-022-9039	33/91/87	133.49	15:90	15:33	19.	135.4	/	100 000
SEESTREE STOR		26/16/26	163.36	96:6:	71.33	1.16	313.39		313.209
11915-1531	385-333-3434	11:91:11	133.90	5:2	5:5	14:03	:81.33	133	91,519
Table-Offine	005-000-0010	01/01/83	307.30	15:33	15:30	1:05	363. 39	(1) (1)	305.369
131E-ENO	3664-216-566	39/31/92	101.00	15:33	15:39	13:10	101.00	H313	191.999
16151A3131	996-003-9009	05/01/59	399.90	10:00	19:39	5:19	303.03	£3K3	301.000
BBIRG/RBBSKR	096-999-3821	01/91/33	552.00	:0:03	20:00	3:05	550.00	E)(3	550.000
BILLIE ESTAN	006-000-1051	51/01/83	61.19	29:00	20:33	3:95	533.09	E363	95.39
•••••••••••••			2 972 22				1 3.1 6		

319204

WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 24 UNIT 6 ROCKWOOD BUILDING, UNIT F

LIVING ROOM / DINING ROOM	KITCHEN
<pre>1 Floral Arrangement 1 Resort Information Book 8 Placemats 1 Fireplace Tool Set</pre>	1 Microwave Oven 1 Coffee Maker 1 Toaster 1 2-pc. Corningware Set & 1 cover 8 Place Settings of Dishes 9 Place Settings of Flatware
BEDROOM #1	8 Steak Knives 1 Can Opener
1 Clock Radio 1 Floral Arrangement	1 Can Piercer 1 Vegetable Peeler 1 Large Kitchen Knife 1 Paring Knife
BEDROOM #2	<pre>1 Egg Turner (Flipper) 1 Mixing Spoon 1 Large Kitchen Fork</pre>
i Floral Arrangement	1 Wire Wisk (Whipper) 1 Cork Screw
BEDROOM #3 (UPSTAIRS)	2 Sauce Pans with Covers 1 Large Pot with Cover 2 Frying Pans
1 Floral Arrangement	<pre>1 Bake & Broil Pan 1 Colander (Strainer) 1 Measuring Cup</pre>
BATHS (Total of All)	1 Set Measuring Spoons 3 Mixing Bowls
i Toliet Plunger (under sink)	8 Water Glasses8 Rock Glasses8 Wine Glasses
3 Waste Baskets	1 Water Pitcher 2 Ice Trays
BEDROOM CLOSET	l Cutting Board 1 Tea Kettle 1 Dish Cloth
2 Pillows for Hide-a-Bed 1 Blanket for Hide-a-Bed	2 Dish Towels 2 Pot Holders 1 Dish Drainer 1 Waste Basket
CTHER ironing Board	l Candle l Grater l Cookie Sheet
l Vacuum Sweeper 1 Broom 1 Dast Pan	

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-1971, and their rest atoments may be made for you.

Incw Shovel
Pleam Iron
Politing Chairs

WORLD CLASS RESORTS LOT 24 UNIT 6

ITEH PARAMETER REPORT

1 nodel 8	01 Catg: 0	9 2	10 r :	8/: 8/:	Pars	0.9991	l: 0.00: #lav:	i a	Inf: 0.383 Miny: 0.3001 Catr: 0.303 Adj: 0.001 Catq: 0.001, 0:00 UM:C.N	ltem Parameter: Unit 31 Model 8 8/93 · 7/94	
	nodel B	7/34 01 Catg: 0.001, 0:00 Witt	0.001 Catg: 0.001, 0:00 Will	14d; 0.001 (atg: 0.001, 0:00 Whit	0.201 Adj: 0.001 Catg: 0.001, 0:00 Witt	Parameter: Unit 31 Model 8 8/93 - 7/34 Etatr: 0.001 Adj: 0.001 Catg: 0.001, 0:00 Whit	### Parameter: Unit 31 Model 8 8/93 - 7/34 8.000 Cate: 0.000 Adj: 0.001 Catg: 0.001, 0:00 White	ltem Parameter: Unit 31 Hodel B 8/93 - 7/34	-		

Description	Code Munber	9ste Cost	_	Life	LIf.) [Rer Cost		Busis	1503
ART MORE	05-900-5032	11/01/92	300.00	15:99	5:99	14:93		330.09	EXC3	309.)??
K330¢-03€	005-100-1015	11/01/55	\$20.00	15:63	15:30	10793	_	\$20.06	EACH	256.091
8ED-30FA	106-993-9901	11/01/32	196.09	Ø: 00	8.90	7:03		136.00	EACH	195.00
MIN1-038	906-031-0016	11/01/88	199.00	15:90	15:90	10:03		100.03	EACH	209.30
STAND/SORFES	006-000-0025	26/10/20	255.00	15:00	15:00	13:07		255.00	EACH	255.300
CARPET-2 BED	1500-000-966	16/10/90	1,300.00	10:00	10:00	7:10	\	1,300.00	E	1,390.00
CEILING FAX	006-031-0033	06/01/92	100.99	10:99	10:00	8:10	\	100.00	Eig	50.000
CHAIR-BEORGON	065-031-0034	06/01/92	164.30	15:00	15:00	13:10		164.90	HOYS	82.009
CHAIR-DINING	106-309-9911	21/01/83	529.00	15:00	15:00	4:05	\	528.00	EXCH	88.33
K002036-15385	3!5-333-335?	11,10,11	373.00	9:00	8:00	7:93		373,00	EXCH	189.69
\$3HC FUHE R	935-990-9929	11/91/92	259.00	15:00	15:00	14:03		250.00	EXCH	250.99
334466	1356-666-566	21;91;81	539.30	20:93	20:00	Z: 05		639.00	EACH	639.39
B3366-Oxyce6v3k	996-999-9018	11/01/92	232.00	15:30	15:00	14:03		232.00	EXCH	115.00
MENDONAD-TULK	996-931-9019	01/01/83	139.30	15:00	15:00	1:05		135.00	E)(3	91.00
FAIRS-CAN)	1566-666-900	11/91/92	18.30	15:30	15:00	14:03		48.90	EXCI	21.99
restess 318t1-4kt)	195-931-9958	12/31/35	138.39	15:33	15:90	5:02		138.90	EACH	94.969
be shi-318tl-dati	906-900-9006	11/91/92	17.00	15:99	15:99	14:03		17.00	E313	17.00
Althenake dasa	565-959-8511	31/01/32	153.90	15:)9	15:00	1:35		150.00	£343	159.693
CARIC LESTA	935-331-3933	23/91/87	138.39	15:30	15:00	.		133.00	EAGN	94.303
#2F#15E##19#	305-303-7712	16/16/20	138.30	23:99	29:39	11:35		133.39	E363	198.9%
37945	206-393-3913	91/31/52	318.93	: 1: 19	25:93	3:35		313.95	EACH	313.33
149C2-CHOM	995-909-9084	11/11/11	133.)0	15:00	15:03	11:33		133.33	6.113	91.10
14315-DINI46	955-339-3313	3: 31/93	398.93	15:30	15:33	1:35		363.90	H.773	ונ.וּננ
0x3-313t1	216-331-3235	36,31735	191.00	:5:30	15:36	13:13		194.90	£JV3	194.99
KUSIVII	996-109-3933	35/31/39	303.90	19:00	19:09	5:13		300.00	E)()	399.909
H3190/P3H54M	995-039-5921	01/91/33	550.90	20:00	:9:00	9:05		650.35	EACH	659.43
HILLS MEALER	1566-606-506	01/91/82	639.09	26:30	23:53	9:35		539.30	F3K3	633.33
Tatul:			9.285.33					3.295.36		

WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 23 UNIT 8 WOODRUN BUILDING, UNIT H

LIVING ROOM / DINING ROOM	KITCHEN
	1 Microwave Oven
1 Floral Arrangement	1 Coffee Maker
1 Resort Information Book	1 Toaster
8 Placemats	1 2-pc. Corningware Set & 1 cover
1 Fireplace Tool Set	8 Place Settings of Dishes
	8 Place Settings of Flatware
	8 Steak Knives
BEDROOM #1	1 Can Opener
	1 Can Piercer
1 Clock Radio	1 Vegetable Peeler
1 Floral Arrangement	1 Large Kitchen Knife
	1 Paring Knife
	1 Egg Turner (Flipper)
BEDROOM #2	1 Mixing Spoon
1 mi 1 1	1 Large Kitchen Fork
1 Floral Arrangement	1 Wire Wisk (Whipper)
	1 Cork Screw
REDROCK #2 (Unstries)	2 Sauce Pans with Covers
BEDRCCM #3 (Upstairs)	l Large Pot with Cover
	2 Frying Pans 1 Bake & Broil Pan
	1 Colander (Strainer)
	1 Measuring Cup
BATHS (TOTAL OF ALL)	1 Set Measuring Spcons
Survive (1011 of 122)	3 Mixing Bowls
1 Toliet Plunger (under sink)	8 Water Glasses
i louist lainger (ander elim)	8 Rock Glasses
	8 Wine Glasses
2 Waste Baskets	1 Water Pitcher
	2 Ice Trays
	1 Cutting Board
LINEN CLOSET	/ /
	1 Tea Kettle
	1 Dish Cloth
2 Pillows for Hide-a-Bed	2 Dish Towels
1 Blanket for Hide-a-Bed	2 Pot Holders
	1 Dish Drainer
	l Waste Basket
OTHER	i Candle
	i Grater
1 Ironing Board	1 Cookie Sheet
1 Vacuum Sweeper	
1 Broom	
1 Dust Pan	
1 Snow Shovel	
i Steam Iron	
2 Folding Chairs	

319204

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so

that replacements may be made for you.

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TIEM PARAMETER PEPORT

Etem Parameter: Unit 13 Nodel C 8/23 -7/34

Inf: 9.902 Alov: 0.0002 Catr: 9.002 Adj: 0.002 tatg: 0.002, 9:00 WAL:C.X

		Primary Cor	Current	NI O	5	1plc	future	•	Jusis
Description	Code Munber			H.	417	Ef:	Rer Cost	Basis	380
AT UOX	2106-000-560	11/01/92	390.00	15:00	15:00	<u>ج</u> ڪُر	390.0	2.2	399.999
K3300-C3	095-990-9915	11/01/53	519.99	15:00	15:00	18:33	529.4		250.339
120-50FA	005-009-0001	11/01/92	195.00	#: 2	: S	7:07	196.0	000	495.996
NIUI-C36	9160-006-200	11/01/13	490.93	15.69	15:00	10.43	190.3	_	299.933
BLINDS/DRAPES	5206-666-500	03/91/92	255.00	15:00	15:00	13:07	255.0	٠	255.990
CARPET-2 8E9	905-900-9054	05/01/91	1,300.00	10:00	16:00	7:19	1,300.9	200	1,300.000
CEILING FAM	995-090-0933	11/01/92	100.00	10:00	10:00	9:03 63	100.0	7	\$0.900
C4414-8E0070#	1:00-000-500	06/01/91	161.00	15:00	15:00	12:10	J.181	_	82.099
SKIKIG-BIAH)	1160-006-500	01/01/83	\$28.00	15:00	15:00	1:35	521.0	_	83.999
196463E-153EJ	205-203-3557	11/01/92	567.00	5:90	8:00	7102	\$67.0		189.303
4385tr#510	995-989-1829	11/01/22	250.30	15:30	15:00	11:33	(.63.	_	250.929
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WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 23 UNIT 7 WOODRUN BUILDING, UNIT G

LIVING ROOM / DINING ROOM	KITCHEN
<pre>1 Plant 1 Resort Information Book 8 Placemats 1 Fireplace Tool Set</pre>	<pre>1 Microwave Oven 1 Coffee Maker 1 Toaster 1 2-pc. Corningware Set & 1 cover 8 Place Settings of Dishes 8 Place Settings of Flatware</pre>
BEDROOM #1	8 Steak Knives 1 Can Opener
1 Clock Radio 1 Floral Arrangement	1 Can Piercer 1 Vegetable Peeler 1 Large Kitchen Knife 1 Paring Knife
BEDROOM #2	1 Egg Turner (Flipper) 1 Mixing Spoon
1 Floral Arrangement	1 Large Kitchen Fork 1 Wire Wisk (Whipper) 1 Cork Screw
BEDRCOM #3 (Upstairs)	<pre>2 Sauce Pans with Covers 1 Large Pot with Cover 2 Frying Pans 1 Bake & Broil Pan 1 Colander (Strainer)</pre>
BATHS (TOTAL OF ALL)	<pre>1 Measuring Cup 1 Set Measuring Spoons</pre>
1 Toliet Plunger (under sink)	3 Mixing Bowls 8 Water Glasses 8 Rock Glasses
2 Waste Baskets	8 Wine Glasses1 Water Pitcher2 Ice Trays
LINEN CLOSET	1 Cutting Board
	1 Tea Kettle 1 Dish Cloth
2 Pillows for Hide-a-Bed 1 Blanket for Hide-a-Bed	2 Dish Towels 2 Pot Holders 1 Dish Drainer
OTHER	l Waste Basket l Candle
l Ironing Board l Vacuum Sweeper l Broom	1 Grater 1 Cookie Sheet
l Dust Pan l Snow Shovel	
1 Steam Iron 2 Folding Chairs	

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so

that replacements may be made for you.

Thank you.

319204

WORLD CLASS RESORTS

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WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 23 UNIT 6 WOODRUN BUILDING, UNIT F

LIVING ROOM / DINING ROOM	KITCHEN
<pre>1 Floral Arrangement 1 Resort Information Book 8 Placemats 1 Fireplace Tool Set</pre>	<pre>1 Microwave Oven 1 Coffee Maker 1 Toaster 1 2-pc. Corningware Set & 1 cover 8 Place Settings of Dishes 8 Place Settings of Flatware 8 Steak Knives</pre>
BEDROOM #1	1 Can Opener 1 Can Piercer
1 Clock Radio 1 Floral Arrangement	<pre>1 Vegetable Peeler 1 Large Kitchen Knife 1 Paring Knife 1 Egg Turner (Flipper)</pre>
BEDROOM #2	1 Egg Turner (Flipper) 1 Mixing Spoon 1 Large Kitchen Fork
1 Floral Arrangement	1 Wire Wisk (Whipper) 1 Cork Screw 2 Sauce Pans with Covers
BEDROOM #3 (Upstairs)	<pre>Large Pot with Cover Frying Pans Bake & Broil Pan Colander (Strainer)</pre>
BATHS (TOTAL OF ALL)	1 Measuring Cup 1 Set Measuring Spoons
<pre>1 Toliet Plunger (under sink) 2 Waste Baskets</pre>	 3 Mixing Bowls 8 Water Glasses 8 Rock Glasses 8 Wine Glasses 1 Water Pitcher
LINEN CLOSET	2 Ice Trays 1 Cutting Board
	1 Tea Kettle 1 Dish Cloth
2 Pillows for Hide-a-Bed 1 Blanket for Hide-a-Bed	2 Dish Towels 2 Pot Holders 1 Dish Drainer
OTHER	1 Waste Basket 1 Candle 1 Grater
1 Ironing Board 1 Vacuum Sweeper 1 Broom 1 Dust Pan 1 Snow Shovel 1 Steam Iron	1 Cookie Sheet

2 Folding Chairs We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so that replacements may be made for you.

WORLD CLASS RESORTS	LOT 23 UNLT 6
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WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY

LOT 23 UNIT 5 WOODRUN BUILDING, UNIT E

LIVING ROOM / DINING ROOM	KITCHEN
	1 Microwave Oven
1 Floral Arrangement	1 Coffee Maker
1 Resort Information Book	1 Toaster
8 Placemats	1 2-pc. Corningware Set & 1 cover
1 Fireplace Tool Set	8 Place Settings of Dishes
1 titebiace foot sec	8 Place Settings of Flatware
	8 Steak Knives
BEDROOM #1	1 Can Opener
BEDROOM #1	1 Can Piercer
i Clock Radio	1 Vegetable Peeler
1 Floral Arrangement	1 Large Kitchen Knife
1 Librar Mirangement	1 Paring Knife
	1 Egg Turner (Flipper)
BEDRCOM #2	1 Mixing Spoon
2001GG:1 #2	1 Large Kitchen Fork
1 Floral Arrangement	1 Wire Wisk (Whipper)
1 Listur timonigument	1 Cork Screw
	2 Sauce Pans with Covers
BEDROOM #3 (Upstairs)	1 Large Pot with Cover
	2 Frying Pans
	1 Bake & Broil Pan
	1 Colander (Strainer)
	1 Measuring Cup
BATHS (TOTAL OF ALL)	1 Set Measuring Spcons
	3 Mixing Bowls
1 Toliet Plunger (under sink)	8 Water Glasses
	8 Rock Glasses
	8 Wine Glasses
2 Waste Baskets	1 Water Pitcher
_ \ \	2 Ice Trays
	1 Cutting Board
LINEN CLOSET	
	1 Tea Kettle
	1 Dish Cloth
2 Pillows for Hide-a-Bed	2 Dish Towels
1 Blanket for Hide-a-Bed	2 Pot Holders
	1 Dish Drainer
	1 Waste Basket
OTHER	1 Candle
\ \ \ / /	1 Grater
1 Ironing Board	l Cookie Sheet
! Vacuum Sweeper	
1 Breem	
i Dust Pan	•
1 Snow Shovel	
1 Steam Iron	
# Folding Chairs	and the control of the control of
We have inventoried your unit and are ho	
order. Please report any missing or bro	ken items to Housekeeping at 589-3371, co

init replacements may be made for you.

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WORLD CLASS RESORTS LOT 23 UNIT 5

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WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 23 UNIT 4 WOODRUN BUILDING, UNIT D

LIVING ROOM / DINING ROOM	KITCHEN
<pre>1 Floral Arrangement 1 Resort Information Book 6 Placemats 1 Fireplace Tool Set</pre>	<pre>1 Microwave Oven 1 Coffee Maker 1 Toaster 1 2-pc. Corningware Set & 1 cover 8 Place Settings of Dishes 8 Place Settings of Flatware</pre>
BEDROOM #1	8 Steak Knives 1 Can Opener
1 Clock Radio 1 Floral Arrangement	<pre>1 Can Piercer 1 Vegetable Peeler 1 Large Kitchen Knife 1 Paring Knife</pre>
BEDROOM #2	<pre>1 Egg Turner (Flipper) 1 Mixing Spoon</pre>
1 Floral Arrangement	<pre>1 Large Kitchen Fork 1 Wire Wisk (Whipper) 1 Cork Screw 2 Sauce Pans with Covers 1 Large Pot with Cover 2 Frying Pans 1 Bake & Broil Pan</pre>
	<pre>1 Colander (Strainer) 1 Measuring Cup</pre>
ВАТН	1 Set Measuring Spoons 3 Mixing Bowls
1 Toliet Plunger (under sink)	8 Water Glasses 8 Rock Glasses
1 Waste Basket	8 Wine Glasses1 Water Pitcher2 Ice Trays1 Cutting Board
LINEN CLOSET	
2 Pillows for Hide-a-Bed 1 Blanket for Hide-a-Bed	<pre>1 Tea Kettle 1 Dish Cloth 2 Dish Towels 2 Pot Holders</pre>
OTHER	<pre>1 Dish Drainer 1 Waste Basket 1 Candle 1 Grater</pre>
<pre>1 Ironing Board 1 Vacuum Sweeper 1 Broom</pre>	1 Cookie Sheet
1 Dust Pan 1 Snow Shovel	

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so that replacements may be made for you.

1 Steam Iron

319204

WORLD CLASS RESORTS

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WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 23 UNIT 3 WOODRUN BUILDING, UNIT C

LIVING ROOM / DINING ROOM	KITCHEN
<pre>1 Floral Arrangement 1 Resort Information Book 6 Placemats 1 Fireplace Tool Set</pre>	<pre>1 Microwave Oven 1 Coffee Maker 1 Toaster 1 2-pc. Corningware Set & 1 cover 8 Place Settings of Dishes 8 Place Settings of Flatware 8 Steak Knives</pre>
BEDROOM #1	1 Can Opener
1 Clock Radio 1 Floral Arrangement	1 Vegetable Peeler 1 Large Kitchen Knife 1 Paring Knife
BEDROOM #2	1 Mixing Spoon
1 Floral Arrangement	<pre>1 Large Kitchen Fork 1 Wire Wisk (Whipper) 1 Cork Screw 2 Sauce Pans with Covers 1 Large Pot with Cover 2 Frying Pans 1 Bake & Broil Pan 1 Colander (Strainer)</pre>
ватн	1 Measuring Cup 1 Set Measuring Spoons
1 Toliet Plunger (under sink) 1 Waste Basket	<pre>3 Mixing Bowls 8 Water Glasses 8 Rock Glasses 8 Wine Glasses 1 Water Pitcher 2 Ice Trays</pre>
LINEN CLOSET	1 Cutting Board
2 Pillows for Hide-a-Bed 1 Blanket for Hide-a-Bed	<pre>1 Tea Kettle 1 Dish Cloth 2 Dish Towels 2 Pot Holders 1 Dish Drainer</pre>
OTHER 1 Ironing Board 1 Vacuum Sweeper	<pre>1 Waste Basket 1 Candle 1 Grater 1 Ccokie Sheet</pre>
1 Broom 1 Dust Pan 1 Snow Shovel 1 Steam Iron	

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so that replacements may be made for you.

Thank you.

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. NON-RESERVE INVENTORY WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY

WOODRUN BUILDING, UNIT B LOT 23 UNIT 2

LIVING ROOM / DINING ROOM

KITCHEN

	Floral Arrangement Resort Information Book Placemats Fireplace Tool Set	1 1 1 8 8	Microwave Oven Coffee Maker Toaster 2-pc. Corningware Set & 1 cover Place Settings of Dishes Place Settings of Flatware Steak Knives
	,	1	\ \
BEI	DROOM #1	1	
	Clock Radio	ī	
_		ī	
1	Floral Arrangement	1	
		1	Egg Turner (Flipper)
וספו	DROOM #2	1	Mixing Spoon
)L	DROOM #2	1	Large Kitchen Fork
1	Floral Arrangement	1	Wire Wisk (Whipper)
1	riotal artengement	1	Cork Screw
		2	Sauce Pans with Covers
		Ų	Large Pot with Cover
		2	Frying Pans
		1	Bake & Broil Pan
		I	Colander (Strainer)
		1	Measuring Cup
BA	TH	1	Set Measuring Spoons
		3	Mixing Bowls
1	Toliet Plunger (under sink)		Water Glasses
		8	
		8	Wine Glasses
:	Waste Basket	1	Water Pitcher

LINEN CLOSET

Pillows for Hide-a-Bed Blanket for Hide-a-Bed

CTHER

- 1 Ironing Board
 1 Vacuum Sweeper
- 1 Broom
- 1 Dust Pan
- 1 Snow Shovel
- : Steam Iron

Cutting Board
Tea Kettle

Ice Trays

- 1 Dish Cloth
- 2 Dish Towels
- 2 Pot Holders
- 2 POE HOIGETS
- 1 Dish Drainer
- Waste Basket
- 1 Candle
- 1 Grater
- 1 Ccokie Sheet

We have inventoried your unit and are hopeful that you will find everything in trier. Please report any missing or broken items to Housekeeping at 598-3871, so that replacements may be made for you.

Thank you.

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WORLD CLASS RESORTS

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319204 BK 0 9 9 3 PG 6 9 3 9

WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 23 UNIT 1 WOODRUN BUILDING, UNIT A

LIVING ROOM / DINING ROOM

1 Floral Arrangement

1 Resort Information Book
6 Placemats

1 Fireplace Tool Set

BEDROOM #1

1 Clock Radio

1 Floral Arrangement

BEDROOM #2

1 Floral Arrangement

BATH

1 Toliet Plunger (under sink)

1 Waste Basket

LINEN CLOSET

Pillows for Hide-a-Bed
Blanket for Hide-a-Bed

OTHER

- 1 Ironing Board
- 1 Vacuum Sweeper
- l Broom
- 1 Dust Pan
- l Sncw Shovel
- 1 Steam Iron

KITCHEN

1 Microwave Oven

1 Coffee Maker

1 Toaster

1 2-pc. Corningware Set & 1 cover

8 Place Settings of Dishes

8 Place Settings of Flatware

8 Steak Knives

1 Can Opener

l Can Piercer

1 Vegetable Peeler

1 Large Kitchen Knife

l Paring Knife

1 Egg Turner (Flipper)

1 Mixing Spoon

1 Large Kitchen Fork

l Wire Wisk (Whipper)

1 Cork Screw

2 Sauce Pans with Covers

Large Pot with Cover

2 Frying Pans

l Bake & Broil Pan

1 Colander (Strainer)

1 Measuring Cup

Set Measuring Spoons

3 Mixing Bowls

8 Water Glasses

Rock Glasses

8 Wine Glasses

Water Pitcher

lce Trays

1 Cutting Board

l Toa Kettle

1 Dish Cloth

2 Dish Towels

2 Pot Holders

1 Dish Drainer

l Waste Basket

l Candle

1 Grater

1 Cookie Sheet

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so that replacements may be made for you.

Thank you.

319204 BK 0 9 9 3 PG 6 9 4 0

WORLD CLASS RESORTS LOT 23 UNIT 1

LIEN PARAMETER REPORT

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WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 14 UNIT 8 RIDGEWAY BUILDING, UNIT H

LIVING	ROOM	/	DINING	ROOM

KITCHEN

- 1 Resort Information Book
- 8 Placemats
- 1 Fireplace Tool Set

BEDROOM #1

- 1 Clock Radio
- Floral Arrangement

BEDROOM #2

- 1 Floral Arrangement
- BEDROOM #3 (Upstairs)

BATH (TOTAL OF ALL)

- 1 Toliet Plunger (under sink)
- 2 Waste Baskets

LINEN CLOSET

- Pillows for Hide-a-Bed
- Blanket for Hide-a-Bed

OTHER

- Ironing Board
- Vacuum Sweeper
- Broom
- Dust Pan
- Snow Shovel
- ! Steam Iron
- 2 Folding Chairs

- Microwave Oven
- Coffee Maker
- 1 Toaster
- 1 2-pc. Corningware Set & 1 cover
- 8 Place Settings of Dishes
- 8 Place Settings of Flatware
- Steak Knives
- 1 Can Opener
- 1 Can Piercer
- 1 Vegetable Peeler
- 1 Large Kitchen Knife
- Paring Knife
- 1 Egg Turner (Flipper)
- 1 Mixing Spoon
- 1 Large Kitchen Fork
- 1 Wire Wisk (Whipper)
- 1 Cork Screw
- 2 Sauce Pans with Covers
- 1 Large Pot with Cover
- Frying Pans
- Bake & Broil Pan
- 1 Colander (Strainer)
- Measuring Cup
- Set Measuring Spoons
- Mixing Bowls
- Water Glasses
- Rock Glasses
- Wine Glasses
- Water Pitcher
- Ice Trays
- Cutting Board
- Tea Kettle
- Dish Cloth
- Dish Towels
- 2 Pot Holders
- Dish Drainer
- Waste Basket
- Candle
- Grater
- Cookie Sheet

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so that replacements may be made for you.

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Thank you.

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NON-RESERVE INVENTORY WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY

LOT 14 UNIT 7 RIDGEWAY BUILDING, UNIT G

LIVING ROOM / DINING ROOM	KITCHEN
Resort Information Book Placemats Fireplace Tool Set	<pre>1 Microwave Oven 1 Coffee Maker 1 Toaster 1 2-pc. Corningware Set & 1 cover 8 Place Settings of Dishes 8 Place Settings of Flatware</pre>
BEDROOM #1	8 Steak Knives 1 Can Opener
1 Clock Radio 1 Floral Arrangement	1 Can Piercer 1 Vegetable Peeler 1 Large Kitchen Knife 1 Paring Knife
BEDROOM #2	1 Egg Turner (Flipper) 1 Mixing Spoon 1 Large Kitchen Fork
1 Floral Arrangement	1 Wire Wisk (Whipper) 1 Cork Screw
BEDROOM #3 (Upstairs)	2 Sauce Pans with Covers 1 Large Pot with Cover
1 Television	2 Frying Pans 1 Bake & Broil Pan 1 Colander (Strainer)
BATH (TOTAL OF ALL)	1 Measuring Cup 1 Set Measuring Spoons
1 Toliet Plunger (under sink)	3 Mixing Bowls8 Water Glasses8 Rock Glasses
2 Waste Baskets	8 Wine Glasses 1 Water Pitcher 2 Ice Trays
LINEN CLOSET	1 Cutting Board
	1 Tea Kettle 1 Dish Cloth
2 Pillows for Hide-a-Bed	2 Dish Towels
l Blanket for Hide-a-Bed	2 Pot Holders
	1 Dish Drainer
OTHER	1 Waste Basket
	1 Candle 1 Grater
	l Cookie Sheet
l Vacuum Sweeper	r cookie sheet
1 Broom	
1 Dust Pan	
1 Snow Shovel	
1 Steam Iron	
1 Folding Chairs	
We have inventoried your unit and are hope	eful that you will find everything in
order. Please report any missing or broke	en items to Housekeeping at 588-397:

319204

order. Please report any missing or broken items to Housekeeping at 588-3871, 30

that replacements may be made for you.

WORLD CLASS RESORTS LOT 14 UNIT 7

ITEM PARAMETER REPORT

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LAAP-FLOOR KINI-Cardeday KEROBOARO-QUEER FURNACE 23k3vn4510

Sains-day

900-906-106

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C4621-3608901 SKIKIG-RIVED CEILING FAN CARPET-2 BED

301-018-005 904-000-001 304-018-003

01/01/9

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MINI-638 330¢-636 Description

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319204 BK 0 9 9 3 PG 5 9 4 5

NON-RESERVE INVENTORY WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 14 UNIT 6

!

1 Steam Iron 2 Folding Chairs

RIDGEWAY BUILDING, UNIT F

LIVING ROOM / DINING ROOM	KITCHEN
<pre>1 Resort Information Book 8 Placemats 1 Fireplace Tool Set</pre>	<pre>1 Microwave Oven 1 Coffee Maker 1 Toaster 1 2-pc. Corningware Set & 1 cover 8 Place Settings of Dishes 8 Place Settings of Flatware</pre>
BEDROOM #1	8 Steak Knives 1 Can Opener
1 Clock Radio 1 Floral Arrangement	<pre>1 Can Piercer 1 Vegetable Peeler 1 Large Kitchen Knife 1 Paring Knife</pre>
BEDROOM #2	<pre>1 Egg Turner (Flipper) 1 Mixing Spoon</pre>
1 Floral Arrangement	<pre>1 Large Kitchen Fork 1 Wire Wisk (Whipper) 1 Cork Screw</pre>
BEDRCOM #3 (Upstairs)	<pre>2 Sauce Pans with Covers 1 Large Pot with Cover 2 Frying Pans 1 Bake & Broil Pan</pre>
BATH (TOTAL OF ALL) 1 Toliet Plunger (under sink)	<pre>1 Colander (Strainer) 1 Measuring Cup 1 Set Measuring Spoons 3 Mixing Bowls 8 Water Glasses</pre>
2 Waste Baskets	8 Rock Glasses 8 Wine Glasses 1 Water Pitcher 2 Ice Trays
LINEN CLOSET	1 Cutting Board
2 Pillows for Hide-a-Bed 1 Blanket for Hide-a-Bed	1 Tea Kettle 1 Dish Cloth 2 Dish Towels 2 Pot Holders 1 Dish Drainer 1 Waste Basket
OTHER 1 Ironing Board 1 Vacuum Sweeper 1 Broom	1 Candle 1 Grater 1 Cookie Sheet
l Dust Pan l Snow Shovel	

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so that replacements may be made for you.

Thank you.

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BK 0 9 9 3 PG 6 9 4 6

LOT 14 UNIT 6 WORLD CLASS RESORTS ITEM PARAMETER REPORT

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RC00038-123KJ	1506-116-109	97/91/92	\$67.00	8:30	8:00		567.09	5303	139.649
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LAMP-FLOOR	001-017-0007	01/01/83	43.00	15:90	15:00		13.90	1	11.099
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HE EVI-31841-CHES	5006-110-166	93/91/93	47.09	15:33	15:39		17.00	EXCH	11.000
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NON-RESERVE INVENTORY WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY

IOT 14 UNIT 5 RIDGEWAY BUILDING, UNIT E

LIVING ROOM / DINING ROOM	KITCHEN
<pre>1 Resort Information Book 8 Placemats 1 Fireplace Tool Set</pre>	<pre>1 Microwave Oven 1 Coffee Maker 1 Toaster 1 2-pc. Corningware Set & 1 cover 8 Place Settings of Dishes 8 Place Settings of Flatware</pre>
BEDROOM #1	8 Steak Knives 1 Can Opener
1 Clock Radio 1 Floral Arrangement	1 Can Piercer 1 Vegetable Peeler 1 Large Kitchen Knife 1 Paring Knife
BEDROOM #2	<pre>1 Egg Turner (Flipper) 1 Mixing Spoon</pre>
1 Floral Arrangement	<pre>1 Large Kitchen Fork 1 Wire Wisk (Whipper) 1 Cork Screw 2 Sauce Pans with Covers</pre>
BEDRCOM #3 (Upstairs)	1 Large Pans With Covers 1 Large Pot with Cover 2 Frying Pans 1 Bake & Broil Pan 1 Colander (Strainer)
BATH (TOTAL OF ALL)	1 Measuring Cup 1 Set Measuring Spoons
1 Toliet Plunger (under sink) 2 Waste Baskets	<pre>3 Mixing Bowls 8 Water Glasses 8 Rock Glasses 8 Wine Glasses 1 Water Pitcher 2 Ice Trays</pre>
LINEN CLOSET	1 Cutting Board
	1 Tea Kettle 1 Dish Cloth
2 Pillows for Hide-a-Bed	1 Dish Cloth 2 Dish Towels
i Blanket for Hide-a-Bed	2 Pot Holders
	i Dish Drainer
	l Waste Basket
OTHER	1 Candle
	1 Grater
I Ironing Board	l Cookie Sheet
1 Vacuum Sweeper 1 Broom	
l Dust Pan	
1 Snow Shovel	
: Steam Iron	
1 Sceam from 1 Folding Chairs	
	maferi sinaa waxa atti si ta
We have inventoried your unit and are ho	petur that you will find everything in ken items to Housekeeping at 528-3271, so
That replacements may be made for you.	ken riems to nousekeeping at 500-30/1, so

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that replacements may be made for you.

TTEM PARAMETER REPORT	WORLD CLASS RESORTS	LOT 14 UNIT 5
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TABLE-DINING	304-915-0019	16/10/90	303.30	15:30	15:3	_	5		398.99		363.737
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WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 8 UNIT 4 HIDEAWAY BUILDING, UNIT D

LIVINGROOM / DINING ROOM	KITCHEN
1 Floral Arrangment - Table 1 Resort Information Book	<pre>1 Microwave Oven 1 Coffee Maker 1 Toaster</pre>
4 Placemats	1 2-pc. Corningware Set & 1 Cover
1 Fireplace Tool Set	6 Place Settings of Dishes
1 Picture	6 Place Settings of Flatware
1 TV Lamp	6 Steak Knives
1 Wall Floral	1 Can Opener
	1 Can Piercer
BEDROOM #1	1 Vegetable Peeler
	1 Large Kitchen Knife
1 Clock Radio	1 Paring Knife
1 Floral Arrangement	1 Egg Turner (Flipper)
1 Picture	1 Mixing Spoon
	1 Large Kitchen Fork
BEDROOM #2	1 Wire Wisk (Whipper)
	1 Cork Screw
1 Floral Arrangement	2 Sauce Pans with Covers
1 Picture	1 Large Pot with Cover
	2 Frying Pans
BATH	1 Bake & Broil Pan
	1 Colander (Strainer)
1 Toliet Plunger (under sink)	1 Measuring Cup
	1 Set Measuring Cups
	3 Mixing Bowls
1 Waste Basket	6 Water Glasses
1 Rubber Tub Mat	6 Rock Glasses
	6 Wine Glasses
OTHER	1 Water Pitcher
	2 Ice Trays
l Ironing Board	1 Cutting Board
1 Vacuum Sweeper	
1 Broom	1 Tea Kettle
1 Dust Pan	1 Dish Cloth
1 Snow Shovel	2 Dish Towels
1 Steam Iron	2 Pot Holders
\ \ / /	1 Dish Drainer
	1 Waste Basket
	1 Candle
	1 Grater
	1 Cookie Sheet
	1 Wall Decoration

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so that replacements may be made for you.

Thank you.

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LOT 8 UNIT 4

WORLD CLASS RESORTS

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1111-038	912-000-0016	11/01/83	435.00	15:00	15:00	10:03		100.00	B373	200.000
SIGRADISONING	902-990-0025	03/01/92	255.00	15:00	15:00	13:07	\	255.00	EXCH	255.339
CARPET-1 BED	002-000-0047	07/10/10	1,000.00	10:00	10:00	6:11		000.00	ECK	1,000.000
CEILLING FAN	002-000-0033	11/01/92	50.90		: :	9:03		\$0.00	EYCH	\$9.000
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FURNCE	032-900-0050	31/01/31	639.3		29:00	7:05		639.00	F363	639.033
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KINI-GAYOGQY3H	106-000-2013	32/31/33	138.36		15:00	11:06		183.00	2363	94.339
LARP-SUING	602-000-0053	11/91/92	36.00		15:00	14:03		96.00	EACH	21.009
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BAC BARRORDIN	1166-000-266	91/01/83	150.00	15:00	15:00	1:35		150.00	E)(3	150.030
ALGRI STAND	302-999-9330	26/10/21	94. 9		15:90	11:03		94.09	EACH	91.349
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edlug/23hSvr	192-910-0911	18/16/16	650.0		23:00	9:35		16.659	EYCX	659.939
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WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 8 UNIT 3 HIDEAWAY BUILDING, UNIT C

KITCHEN LIVINGROOM / DINING ROOM 1 Microwave Oven 1 Coffee Maker 1 Floral Arrangment - Table Toaster 1 Resort Information Book 2-pc. Corningware Set & 1 Cover Placemats 6 Place Settings of Dishes 1 Fireplace Tool Set 6 Place Settings of Flatware 1 Picture 6 Steak Knives TV Lamp Can Opener Wall Floral Can Piercer Vegetable Peeler BEDROOM #1 Large Kitchen Knife 1 Paring Knife 1 Clock Radio 1 Egg Turner (Flipper) 1 · Floral Arrangement 1 Mixing Spoon Picture 1 Large Kitchen Fork BEDROOM #2 Wire Wisk (Whipper) Cork Screw 1 Floral Arrangement Sauce Pans with Covers Large Pot with Cover 1 Picture Frying Pans Bake & Broil Pan-BATH Colander (Strainer) 1 Toliet Plunger (under sink) Measuring Cup Set Measuring Cups Mixing Bowls 3 6 Water Glasses Waste Basket Rubber Tub Mat Rock Glasses Wine Glasses Water Pitcher OTHER Ice Trays Ironing Board Cutting Board Vacuum Sweeper Tea Kettle Broom Dish Cloth Dust Pan Dish Towels Snow Shovel

We have inventoried your unit and are hopeful that you will find everything in trier. Please report any missing or broken items to Housekeeping at 588-3871, up that replacements may be made for you.

Steam Iron

Pot Holders

Candle Grater

Dish Drainer Waste Basket

Cockie Sheet Wall Decoration

Thank you.

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TTEM PARAMETER REPORT

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WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY

LOT 8 UNIT 2 HIDEAWAY BUILDING, UNIT B

LIVINGROOM / DINING ROOM	KITCHEN .
<pre>1 Floral Arrangment - Table 1 Resort Information Book 4 Placemats 1 Fireplace Tool Set 1 Picture</pre>	<pre>1 Microwave Oven 1 Coffee Maker 1 Toaster 1 2-pc. Corningware Set & 1 Cover 6 Place Settings of Dishes</pre>
1 Picture 1 TV Lamp	6 Place Settings of Flatware 6 Steak Knives
1 Wall Floral	1 Can Opener
	1 Can Piercer
BEDROOM #1	1 Vegetable Peeler
1 Clock Radio 1 Floral Arrangement 1 Picture	<pre>1 Large Kitchen Knife 1 Paring Knife 1 Egg Turner (Flipper) 1 Mixing Spoon</pre>
	l Large Kitchen Fork
BEDROOM #2	1 Wire Wisk (Whipper)
	1 Cork Screw
1 Floral Arrangement	2 Sauce Pans with Covers
1 Picture	1 Large Pot with Cover
DAMI	2 Frying Pans
BATH	1 Bake & Broil Fan
1 Toliet Plunger (under sink)	1 Colander (Strainer)
1 Tottet Fidinger (under Sink)	1 Measuring Cup 1 Set Measuring Cups
	3 Mixing Bowls
1 Waste Basket	6 Water Glasses
1 Rurber Tub Mat	6 Rock Glasses
	6 Wine Glasses
OTHER	1 Water Pitcher
	2 Ice Trays
1 Ironing Board	1 Cutting Board
1 Vacuum Sweeper	/
1 Broom	1 Tea Kettle
1 Dust Pan	1 Dish Cloth
1 Snow Showel	2 Dish Towels
1 Steam Iron	2 Pot Holders
\ \ / /	l Dish Orainer
\ \ / /	1 Waste Basket
	l Candle
	l Grater
	i Cockie Sheet

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken thems to Deutskeeping at 580-1871, as that replacements may be made for you.

1 While Decoration

Thank you.

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132.963	Ž	132.00	:::		8:90		97/01/10	392-300-9392	5054
167.554	6343	103.00	13:05		29: 33		22/31/22	902-309-4912	REFRIGERATION
137.099	ELC	137.00	≘		3:36		02/01/20	092-096-0927)TI944X
94.999	ENCH	94.09	11:07		15:00		1:/91/92	902-000-1930	OUVIS 1REIN
150.360	EVCH.	150.00	1:65		15:93		01/01/83	1100-000-100	MICESULYE OVER
17.900	EXCH	47.00	11:03		15:00		11/01/92	992-999-9996	lasp-table-lys as
21.999	EVCH	96.90	11:93		15:00		26/10/11	002-003-3053	THE-SHIRE
94.000	HOYS	151.00	11:05		15:00		32/23/33	902-330-9319	KINI-ORKO6013H
115.399	A)Y	115.00	11:32		15:33		11/91/92	902-900-9018	H330AFO-QUEEN
539.099	EXCH	532.30	1		29:39		11/31/31	02-000-0050	FOPMACE
259.003	EACH	250.00	11:93		15:00		26/10/11	626-006-200	13824URSIC
189.000	100	189.00	1:01		3:00		11/01/92	002-000-0057	MC04038-153K1
88.999	EXCH	352.00	1		15:00		01/91/83	1106-000-201	SEIRIG-RIARI
59.990	EXCH	\$0.00	9:03	_	10:00		11/01/92	002-000-0033	CELLING FAN
1,099,960	B383	7,050.00	11:9		19:00		97/01/90	902-900-9947	CARPET-1 BED
255.09	2	255.00	13:37		15:30		03/91/92	002-000-3025	STANNO/SONIL
000.005	HOYS	100.00	10:03	~	15:00	_	82/16/11	002-000-0015	#INI-C3
250.909	53	260.00	10:03	15:30	15:30	260.00	11/91/88	002-000-9015	83306-638
909.666	1	390.00	11:03		. 5:99		26/10/11	002-000-0032	BI HORE

Inf: 0.001 Mine: 3.3002 Cate: 0.001 Adj: 0.001 Caty: 0.001, 3:00 WALIC, N liem Parameter: Unit 5 Model A 3/93 - 7/94 TTEM PAPAMETER REPORT WORLD CLASS RESORTS

LOT 8 UNIT 2

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NON-RESERVE INVENTORY WORLD CLASS RESORTS - LAKE TAHOE UNIT INVENTORY LOT 8 UNIT 1

HIDEAWAY BUILDING, UNIT A

L	CVINGROOM / DINING ROOM	KI	TCHEN
		1	Microwave Oven
1	Floral Arrangment - Table	1	
1	Resort Information Book	1	
4	Placemats	1	
1	Fireplace Tool Set	-	Place Settings of Dishes
1	Picture	6	Place Settings of Flatware
1	TV Lamp	6	
1	Wall Floral	1	
		1	Can Piercer
BE	DROOM #1		Vegetable Peeler
			Large Kitchen Knife
1	Clock Radio		Paring Knife
1	Floral Arrangement	1	
1	Picture	1	
		1	
BE	DRCOM #2	1	-\ \
		1	
	Floral Arrangement	2	Sauce Pans with Covers
1	Picture	1	Large Pot with Cover
		2	Frying Pans
BA	TH	1	
		1	Colander (Strainer)
1	Toliet Plunger (under sink)	1	
		1	
		\3	
	Waste Basket	6	
1	Rubber Tub Mat	6	Rock Glasses
		6	Wine Glasses
OT!	ier \	1	Water Pitcher
		2	Ice Trays
1	Ironing Board	1/	Cutting Board
1	Vacuum Sweeper		
1/	Brcom	1	Tea Kettle
7	Dust Pan	1	Dish Cloth
1	Snew Shovel	2	Dish Towels
1	Steam Iron		Pot Holders
\			Dish Drainer
\	\ / /		Waste Basket
1		1	Candle

We have inventoried your unit and are hopeful that you will find everything in order. Please report any missing or broken items to Housekeeping at 588-3871, so that replacements may be made for you.

i Grater

Cookie Sheet

Thank you.

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ITEM PARAMETER REPORT

#Inv: 0.0001	men 1
Minu: 0.0001 Catr: 0.001 Adj: 0.001 Catj: 0.001, 0:00 UAL:C. N	ltem Parameter: Unit 4 Model A 8/93 - 7/94
3.331. 0:00 UAL:C. N	2000

•		3	Current	=		2 to	future			Justs
Description	Code Number	Date.	Cost	Elfe.	=======================================	Ef.	Acr Cost		Dasis	1863
ANT MORE	002-000-0932	11/01/92	300.00	15:00	15:93	1 1 1 1 1	/	390.09	ē	309.000
#33#Ç-038	\$100-000-500	11/01/38	260.00	15:00	25:26	19:03		260.00	EXCH	260.000
HINI-136	002-000-0015	11/01/38	400.00	15:09	15:90	13:03		100.09	E.G.	209.000
LINOS/ORAPES	992-000-0075	03/01/32	255.00	15:00	15:00	13:07		35.00	EACK	255.000
ARPET-1 8ED	002-000-0047	07/01/90	1,000.30	10:90	19:00	6:11		.000.00	RACH	1,030.930
EILING FAR	002-000-0033	11/91/92	50.00	10:00	10:00	9:03	\	\$0.00	EACH	50.000
3K1H10-R1KH	002-000-0011	01/01/83	352.00	15:00	15:00	4:05		352.00	EXCH	83.000
:HEST-BEOROOM	992-999-9057	11/01/32	139.00	8:00	8:00	7:03		169.00	EACR	139.000
13 HUASHER	002-000-0029	11/01/92	259.00	15:00	15:00	14:03		250.00	ENCH	259.099
334436	032-000-0050	01/01/01	639.00	20:09	20:00	7:05		539.99	EACH	633.003
H3309-CEr06Gk31	\$166-000-200	11/01/92	116.00	15:09	15:00	14:93		116.99	ENCH.	115.353
#INI-ORCEGE3:	902-000-0019	02/01/53	188.00	15:00	15:00	11:06		138.30	100	94.99)
941nS-cut	002-000-0053	11/01/92	96.90	15:03	15:00	11:03		96.00	EACH	21.030
NR 547-31641-4N4	900-000-500	11/01/92	47.00	15:00	15:09	14:03		47.00	EACH	47.939
ICROUAVE OVER	1106-006-200	01/01/53	150.99	15:00	15:90	1:05		150.00	EACH	150.000
CIRTS THEIR	092-900-0039	11/01/92	94.00	15:30	15:39	14:93		94.09	EACH	91.000
PARGIT	992-999-9927	07/01/90	137.00	3:30	3:))	1:11		137.90	E3.F3	137.323
EFRESCRATOR	902-009-0912	02/91/92	198.99	20:00	20:33	11:35		103.93	E)(3)	498.353
jora .	092-629-0992	07/01/39	432.00	3:90	3:33	1:1		132.00	99	422.509
34015	392-309-3013	01/01/33	313.00	23:33	; e : e :	9:05		213.99	ESTS	313.393
334363-2184	001-309-3018	0:/01/29	199.00	15:00	15:39	1::1		13.30	EEE	199.111
9EJM10-315E	902-996-0019	01/01/83	308.39	15:09	15:33	¥:35		393. 33	EACH	333,473
ELETTED I	9610-006-260	\$F/91/82	302.00	13:33	13:33	5:10		333.30	h313	390.959
r3.rg/b3.rg	1266-666-266	01/01/83	650.90	29:00	20:93	3:0 5		551.33	HOLS	450.300
MIES HEATER	052-000-0951	01/01/83	639.30	20:00	33:39	9:95	_	539.00	E3CH	533.00
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		7.769.00				-	753 39		

RIDER TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING STATEMENT

This Rider is attached to, and made a part of, a Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing Statement ("Deed of Trust") executed by the undersigned Trustor(s), in favor of First Fidelity Thrift & Loan Association ("FFTL"), as Beneficiary. The following provisions are included in the Commercial Promissory Note, which this Deed of Trust secures, of the same date, executed by the Trustor. "Borrower", as used herein, refers to the Trustor under this Deed of Trust and "Lender" to FFTL as Beneficiary.

- 1. **INTEREST.** The Borrower shall pay interest as follows.
- (a) <u>Initial Interest Rate</u>. The initial interest rate ("Initial Interest Rate") under this Note shall be nine percent (9.00%) per annum. THE INTEREST RATE MAY INCREASE DURING THE TERM OF THE NOTE, pursuant to the provisions for adjustment below.
- (b) Adjustment Dates. The Initial Interest Rate shall be adjusted on the first day of the seventh (7th) full calendar month following the date of this Note, as referenced above, and shall be adjusted on the first day of each six month interval thereafter (the "Adjustment Date") until this Note is fully paid. For example, if this Note were dated January 15, 1992, then the first Adjustment Date would be August 1, 1992 and the second Adjustment Date would be February 1, 1993, with adjustments to occur until the Note is fully paid, unless an adjustment is waived at the sole discretion of Lender. Borrower and Lender agree that the first Adjustment Date shall be April 1, 1994.

(c) <u>Calculation of Interest rate Changes on Each Successive Adjustment Date.</u>

- (i) <u>Formula for Calculation</u>. On each Adjustment Date, the interest rate shall be the rate of interest equal to four percentage points (4.00%) per annum in excess of the Weighted Average Cost of Funds (defined in Subsection (ii) below), published immediately prior to the applicable Adjustment Date. Subject to the limitations set forth in Section (d) below, that percentage shall be the Borrower's new interest rate until the next Adjustment Date.
- (ii) "Weighted Average Cost of Funds." The "Weighted Average Cost of Funds" shall be defined as the most recently available annual Weighted Average Cost of Funds Index for the Eleventh District Savings and Loan Associations, rounded upwards to the nearest one eighth of one percent (.125%), as computed from statistics tabulated and published by the Federal Home Loan Bank of San Francisco.
- (iii) <u>Lender's Right to Substitute Index</u>. In the event the Weighted Average Cost of Funds is no longer published or its otherwise unavailable, then Lender, in its sole discretion, may select another index which, in Lender's sole judgement, most nearly corresponds to the Weighted Average Cost of Funds.

(d) <u>Limitations on Interest Rate</u>.

- (i) <u>Maximum Change on any Adjustment Date</u>. The new interest rate set at the first Adjustment Date will not be greater than one percent (1.00%) above Borrower's Initial Interest Rate. Thereafter, Borrower's interest rate will not increase or decrease on any single Adjustment Date by more than one percent (1.00%) from the most recent interest rate established on the prior Adjustment Date.
- (ii) <u>Maximum and Minimum Interest Rates</u>. The maximum interest rate (other than default interest charged pursuant to Section 9 below) during the term of this Note is twelve percent (12.00%) per annum. If, as of any Adjustment Date, the new rate of interest determined in accordance with Section 2(c) (i)) above, as applicable, would exceed the foregoing maximum rate, the Borrower's new interest rate shall instead be the maximum rate.

In no event shall the interest rate decrease to a rate less than the Initial Interest Rate. If, as of any Adjustment Date, the new rate of interest determined in accordance with Section 2(c) (i) above, as applicable, would be less than the Initial Interest Rate, the Borrower's new rate of interest shall instead be the Initial Interest Rate.

- (iii) <u>Waivers of Increases</u>. Lender may waive its right to increase the interest rate at any time that such an increase could be made under the provisions of this Note, but such a waiver shall not be construed as a waiver of Lender's right to increase the interest rate at a future date when entitled to do so.
- (iv) General Limitation. All agreements between Borrower and Lender are expressly limited, so that in no event or contingency whatsoever, whether by reason of the advancement of the proceeds of this Note, acceleration of maturity of the unpaid principal balance, or otherwise, shall the amount paid or agreed to be paid by Borrower for the use, forbearance, or detention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable usury laws. If, under any circumstances whatsoever, fulfillment of any provision of this Note or of the Deed of Trust or any other agreement pertaining to it, after timely

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performance of such provision is due, shall involve exceeding the limit of validity prescribed by law which a court of competent jurisdiction deems applicable, then, ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity, and if, under any circumstances whatsoever, Lender shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to the reduction of the unpaid principal balance under the Note and not to the payment of interest, or, if such excessive interest exceeds the unpaid balance of principal under the Note, such excess shall be refunded to Borrower. This provision shall control every other provision of all agreements between Borrower and Lender.

- Effective Date of Interest Rate Changes. The new interest rate calculated each Adjustment Date shall be effective on that Adjustment Date. Borrower shall pay the amount of the new monthly payment after the Adjustment Date until the amount of the monthly payment changes again.
- Notice of Changes. The Lender shall deliver by mail to Borrower a notice of any changes in the payment following the Adjustment Date. Lender's failure to mail such notice will not affect Borrower's liability to pay all amounts due hereunder.
- All calculations of interest (and other fees, if any, calculated on a per year basis) shall be made on the basis of a year of three hundred sixty (360) days consisting of twelve (12) months of thirty (30) days, subject to the provisions in Section (d) (iv) above.

THIS RIDER CONTAINS ONLY THE TERMS OF THE NOTE PERTAINING TO INTEREST RATE AND PAYMENT CHANGES. SEE THE NOTE FOR COMPLETE TERMS.

DATED: September 28, 1993.

"BORROWER"

World Class Resorts International Inc., a non profit corporation

runni k l Laurence H. Wayne

DEIRDRE RANDOLPH

NOTARY PUBLIC NEVADA DOUGLAS COUNTY

Its: President

STATE OF NOVAD

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undersigned, a Notary Public in and for said County and State, personally appeared

.....known to me to be the

.....President, and....

known to me to be the Secretary of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-lays or a Resolution of its Board of Directors.

Notary's Signatur

CORPORATION ACKNOWLEDGMENT

Form No. 14

STEWAR PEPHESEES BY OUGLAS COUNTY

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVACA

93 SEP 30 P4:20

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SUZANNE BEAUDREAU 3 RECORDER DEPUTY