

APN Nos.: SEE EXHIBIT C _ ATTACHED

This document prepared by,
and after recording return to:

Attention: Michelle Frateschi
Resort Funding LLC
360 South Warren Street, 6th Floor
Syracuse, New York 13202

1031104DR

The undersigned hereby affirm(s) that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made this 18 day of October, 2010, between 1862, LLC, a Nevada limited liability company ("1862"), 1862 RESORT SERVICES, LLC, a Nevada limited liability company ("1862 Resort") and 1862 DEVELOPMENT, LLC, a Nevada limited liability company ("1862 Development") each having its principal place of business at 3179 N. Gretna Road, Branson, Missouri 65616, (each individually and collectively hereinafter called "Grantors"), and Stewart Title of Nevada Holdings, a Nevada corporation, with offices located at 1702 County Road, Suite B, Minden, Nevada 89423 (hereinafter called the "Trustee") and RESORT FUNDING LLC, a Delaware limited liability company, having its principal place of business at 360 South Warren Street, 6th Floor, Syracuse, New York 13202 (hereinafter called "Beneficiary").

RECITALS:

A. Beneficiary has agreed, subject to the terms of that certain Acquisition Loan Agreement of even date herewith executed by and between Grantors, as borrower, and Beneficiary, as lender ("Acquisition Agreement"), to make a loan (the "Acquisition Loan") to Borrower. The Acquisition Loan is evidenced by that certain Acquisition Promissory Note of even date herewith in the original maximum principal amount of Eleven Million Eight Hundred Thousand and No/100 Dollars



(\$11,800,000.00), which note, together with all notes issued in substitution or exchange therefor and all amendments thereto is herein referred to as the "Acquisition Note". The Acquisition Note provides for monthly and other payments as set forth in the Acquisition Note, with the balance thereof which shall be due and payable twenty-four (24) months from the Effective Date (as defined in the Acquisition Agreement), which date, any later date to which the maturity date may be extended in accordance with the Acquisition Note, or any earlier date on which the entire unpaid principal amount together with accrued interest thereon shall be paid or required to be paid in full, whether by prepayment, acceleration, or otherwise is the "Acquisition Note Maturity Date". The terms and provisions of the Acquisition Agreement and the Acquisition Note are incorporated by reference in this Deed of Trust. Each Grantor acknowledges that it is deriving a material benefit from the Acquisition Loan and that a material condition of Lender in making the Acquisition Loan is the granting of the security to Beneficiary which is described in this Deed of Trust.

B. Beneficiary has agreed, subject to the terms of that certain Hypothecation Loan Agreement of even date herewith executed by and between 1862 and VPG Partners VI, LLC, a Missouri limited liability company ("VPG" together with 1862) as borrowers, and Beneficiary, as lender ("Hypo Agreement"), to make a loan ("Hypo Loan") to the borrowers thereunder. The Hypo Loan is evidenced by that certain Hypothecation Promissory Note executed by 1862 and VPG of even date herewith in the original maximum principal amount of Thirty Million and No/100 Dollars (\$30,000,000.00), which note, together with all notes issued in substitution or exchange therefor and all amendments thereto is herein referred to as the "Hypo Note". The Hypo Note provides for monthly and other payments as set forth in the Hypo Note, with the balance thereof which shall be due and payable seventy-two (72) months from the Effective Date (as defined in the Hypo Agreement), which date, any later date to which the maturity date may be extended in accordance with the Hypo Note, or any earlier date on which the entire unpaid principal amount together with accrued interest thereon shall be paid or required to be paid in full, whether by prepayment, acceleration, or otherwise is the "Hypo Note Maturity Date". The terms and provisions of the Hypo Agreement and Hypo Note are incorporated by reference in this Deed of Trust.

C. The Acquisition Note together with the Hypo Note shall be hereinafter referred to as the "Note"; the Acquisition Agreement together with the Hypo Agreement shall be hereinafter referred to as the "Loan Agreement"; and the Acquisition Loan together with the Hypo Loan shall be hereinafter referred to as the "Loan". The Note, the Loan Agreement, this Deed of Trust of even date herewith executed by Grantors in favor of Beneficiary, the Guaranty and Subordination



Agreements and all other documents executed in connection with the Loan Agreement are collectively referred to herein as the "Loan Documents".

D. Beneficiary wishes to secure: (i) the payment of the Note, together with all interest, premiums, and other amounts, if any, due in accordance with the terms of the Note, as well as the payment of any additional indebtedness accruing to Beneficiary on account of any future payments, advances, and expenditures made by Beneficiary pursuant to the Note, the Loan Agreement, the Guaranty and Subordination Agreements, this Deed of Trust, or the other Loan Documents; and (ii) the performance of each and every covenant, condition, and agreement in the Loan Documents; and (iii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities, and indebtedness of any kind or nature now existing or hereafter owing, arising, due, or payable by Grantors, VPG, or either of them (collectively "Borrowers") to Beneficiary, when the document evidencing same has been executed by Borrowers, or either of them, and recites that it is intended to be secured by this Deed of Trust. All payment obligations of Borrowers, or any of them, to Beneficiary under the Loan and the Loan Documents are sometimes collectively referred to as the "Indebtedness", and all other obligations of Borrowers, or any of them, to Beneficiary under the Loan and the Loan Documents are sometimes collectively referred to as the "Obligations".

E. For all covenants and recitals made herein, individual Grantors covenant and agree only to the extent that individual Grantors have interests in the Property (as defined herein).

F. All terms used and not otherwise defined in this Deed of Trust have the meanings set forth in the Acquisition Loan Agreement.

To secure the repayment of the Indebtedness and the performance of the Obligations, Grantors agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated in this Deed of Trust by reference.

2. Deed of Trust of Property. Grantors hereby unconditionally grant, convey, assign, warrant, transfer and pledge to Trustee, in trust, with power of sale, for the benefit of Beneficiary all of Grantors' right, title, and interest in and to the following described property and all proceeds thereof (collectively, "Property"), subject only to the exceptions set forth on Exhibit "B" hereto ("Permitted Exceptions"):



(a) Land. The real property located in Douglas County, Nevada which is described on Exhibit "A" attached hereto and by this reference incorporated herein ("Land");

(b) Improvements. All of the following (collectively, "Improvements"): all buildings, improvements, and fixtures now or in the future located or to be constructed on the Land; all machinery, appliances, equipment, furniture, fixtures, and all other personal property of every kind or nature located in or on, or attached to, or used or to be used in connection with the Land, the buildings, improvements, or fixtures located thereon; all building materials and goods procured for use or in connection with the foregoing; and all additions, substitutions, and replacements to any of the foregoing;

(c) Plans, Specifications. To the extent assignable, all plans, specifications, architectural renderings, surveys, drawings, soil test reports, all other reports, examinations, and analyses of the Land or the Improvements;

(d) Appurtenances. All easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, "will-serve" letters pertaining to utility service to the Land or Improvements, mineral rights, water rights and powers, air rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating, or appertaining to any of the Land or Improvements, whether now owned or hereafter acquired by Grantors, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, which shall in any way belong, relate, or be appurtenant thereto (collectively, "Appurtenances");

(e) Leases and Rents. All agreements permitting the use or occupancy of the Land or Improvements in exchange for the payment of Rents now or hereafter entered into ("Leases") and all proceeds from the sale of any interest in the Land or Improvements, including, without limitation, rents, prepayments, security deposits, termination payments, royalties, profits, issues, and revenues from the Land or Improvements from time to time accruing under the Leases ("Rents"), reserving to Grantors, however, so long as no Event of Default has occurred under this Deed of Trust, the right to receive and apply the Rents in accordance with the section of this Deed of Trust entitled "Leases; Assignment of Rents and Leases";

(f) Claims. All claims, demands, judgments, insurance proceeds, refunds, reserves, deposits, rights of action, awards of damages, compensation, settlements, and other rights to the payment of money hereafter made resulting from or relating to (i) the taking of the Land or the Improvements or any part thereof under the power of eminent domain, (ii) any damage, whether caused by such



taking, by casualty, or otherwise, to the Land, Property, Improvements, or Appurtenances, or any part thereof, or (iii) the ownership or operation of the Property;

(g) Insurance Policies, Trademarks. To the extent assignable, all management contracts, permits, certificates, insurance policies as related to the Land and the Improvements, logos, trademarks, tradenames, trade secrets, good will, copyrights, licenses, patents, applications for patents, customer lists, good will, franchises, permits, approvals, other contracts, purchase and sale agreements, purchase options, entitlements, development rights and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation, and use of the Land, Improvements, or Leases, including, without limitation, building permits, environmental certificates, licenses, certificates of operation, warranties, guaranties, and Grantors' rights under restrictive covenants affecting the Property, whether now or hereafter existing;

(h) Accounts, Contracts. All accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, goods, and equipment arising from or located on the Land or Improvements and all books and records relating to the foregoing; such contracts shall include, without limitation, any Construction Contract. Each and every right of Grantors to the payment of money relating to the Property, including, but not limited to, all present and future debt instruments, chattel paper, accounts, loans, and obligations receivable, tax refunds, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, or other disposition of goods or other property by Grantors, out of a rendering of services by Grantors, out of a loan by Grantors, out of the overpayment of taxes or other liabilities of Grantors, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests, including, without limitation, all liens and security interests, which Grantors may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment of against any of the property of such account debtor or other obligor;

(i) Deposits. All monies on deposit with or for the benefit of Beneficiary, including, without limitation, all deposits for the payment of real estate taxes and any cash collateral account;

(j) Documents of Title. All warehouse receipts, bills of lading, and other documents of title covering the property described in this Section;



(k) Proceeds and Products. All proceeds, products, replacements, additions, substitutions, renewals, and accessions of and to the Land, Improvements, Appurtenances, or any other property described in this Section;

(l) Facilities Operational Agreement. All of Grantors' rights under that certain Subsidy, Facilities Usage and Operational Agreement dated on or of even date herewith between 1862 and 1862 Resort and Walley's Property Owners Association, a Nevada nonprofit corporation; and

(m) After-Acquired Rights. Any and all after-acquired rights, titles, or interests of Grantors in and to any property described in this Section;

To have and to hold the Property and all parts thereof together with the rents, issues, profits, and proceeds thereof, unto Beneficiary to its own proper use, benefit, and advantage forever, subject, however, to the terms, covenants, and conditions in this Deed of Trust.

3. Payment of Indebtedness, Performance of Obligations. Grantors promptly shall pay when due the Indebtedness and promptly shall perform all Obligations.

4. Leases; Assignment of Rents and Leases.

(a) Leases. Grantors shall not be authorized to enter into any Lease without Beneficiary's prior written approval which approval shall not be unreasonably withheld or delayed. Grantors shall comply with and observe Grantors' obligations under all Leases.

(b) Assignment of Rents. Grantors absolutely and unconditionally assign and transfer to Beneficiary, all of Grantors' right, title, and interest in and to the Rents; provided, however, so long as there exists no Event of Default, Grantors shall have the license to collect and use all Rents.

This assignment shall not be deemed to impose on Beneficiary any of the obligations or duties of Grantors provided in any Lease, and Grantors agree fully to perform all of their obligations under all the Leases. On Beneficiary's request, Grantors shall send to Beneficiary a list of all Leases and as each Lease expires or terminates or as any new Lease shall be made, Grantors shall notify Beneficiary in order that at all times Beneficiary shall have a current list of all Leases. Beneficiary shall have the right, at any time and from time to time, to notify any landlord or tenant of the rights of Beneficiary as provided by this Deed of Trust. From time to time, on request of Beneficiary, Grantors shall execute separate instruments in



writing in form and substance approved by Beneficiary, assigning to Beneficiary all right, title, and interest of Grantors in and to each separate Lease, together with all security therefor and all monies payable thereunder, subject to the conditional permission given to Grantors to collect the rentals under each such Lease. Grantors also shall execute and deliver to Beneficiary all notifications, financing statements, and other documents reasonably required by Beneficiary.

(c) Remedies. If an Event of Default occurs, and with or without Beneficiary's taking possession of the Property or institution of a foreclosure action:

(i) Grantors' right to collect and secure the Rents shall cease and Beneficiary shall have the sole right to collect all Rents.

(ii) All Rents then in Grantors' possession immediately shall be turned over to Beneficiary.

(iii) Beneficiary shall have full power to make from time to time all alterations, renovations, repairs, and replacements thereto as may seem proper to Beneficiary. Beneficiary may apply the Rents to the payment of (A) the costs of collection and administration and of all such alterations, renovations, repairs, and replacements, and expenses incident to taking and retaining possession of the Property, and the management and operation thereof, and keeping the same properly insured, (B) all taxes, charges, claims, assessments, and any other liens which may be prior in lien or payment to the Indebtedness, and (C) such additional Indebtedness, including, without limitation, such additional costs, in such order of priority as to any of such items as Beneficiary in its sole discretion may determine, any statute, law, custom, or use to the contrary notwithstanding. Grantors hereby waive any rights to apply for an order requiring the Rents to be deposited into the registry of a court of competent jurisdiction in a foreclosure action.

Notwithstanding the foregoing, Beneficiary shall not be obligated to perform or discharge, any obligation, duty, or liability under any Lease. Grantors shall indemnify Beneficiary for and hold Beneficiary harmless of and from any and all liability, loss, or damage which Beneficiary incurs under the Leases or under or by reason of any alleged obligations or undertakings on Beneficiary's part to perform or discharge any of the terms, covenants, or agreements in the Leases.

5. Security Agreement.

(a) Grant of Security Agreement. This Deed of Trust shall constitute a security agreement pursuant to the UCC (as defined in the Acquisition Agreement) for all portions of the Property which, under applicable law, may be subject to a



security interest pursuant to the UCC, including, without limitation, all inventory, including, without limitation, new and used stock in trade, stocks of raw materials, work in progress and finished goods; accounts, accounts receivable, and contract rights, including, without limitation, chattel paper, instruments, profits, revenues, royalties, bonuses, and rights and benefits thereunder; machinery and equipment, including, without limitation, furniture, fixtures, goods to become fixtures, articles of personal property and chattels; general intangibles; and all additions, accessions, substitutions, and replacements thereto and therefor now owned, hereafter acquired, and wherever located and used in connection with the Property (collectively, "Personal Property"). Grantors hereby grant to Beneficiary a security interest in the Personal Property. Beneficiary shall have all of the rights and remedies of a secured party under the UCC as well as all other rights and remedies available at law or in equity. Notwithstanding the foregoing, "Personal Property" shall not be deemed to include any notes or receivables other than "Eligible Notes Receivable", as defined in the Hypo Agreement, which Eligible Notes Receivable are also encumbered by the security interests created in the Hypo Agreement.

(b) Perfection of Security Interest. Grantors represent and warrant that no prior financing statement covering the Personal Property is on file at any public office. Grantors agree to execute and deliver to Beneficiary all financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may reasonably require to perfect a security interest with respect to the Personal Property. Grantors hereby authorize and empower Beneficiary and irrevocably appoint Beneficiary as its agent and attorney-in-fact to file all financing statements and refilings and continuations thereof as Beneficiary deems necessary or advisable to create, preserve, and protect such lien. Grantors shall pay all costs of filing such financing statements and all extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of all record searches for financing statements as Beneficiary reasonably may require.

(c) Restrictions on Personal Property. Except as permitted under the Loan Agreement, Grantors shall not sell, assign, transfer, encumber, remove (except for the performance of maintenance and repairs thereto in the ordinary operation of the Property), or permit to be removed from the Property any of the Personal Property. So long as no Event of Default exists, Grantors may sell or otherwise dispose of the Personal Property when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Property, but only on replacing the same with other Personal Property at least equal in value and utility to the disposed Personal Property or as permitted in the Loan Agreement. All replacement or



substituted Personal Property shall be subject to the security interest granted in this Deed of Trust.

(d) Fixture Filing. To the extent permitted by law, Grantors and Beneficiary agree that with respect to all items of Personal Property which are or will become fixtures on the Land, this Deed of Trust, on recordation in the public records of the county in which the Land is located, shall constitute a fixture filing within the meaning of the UCC.

(e) Remedies. If an Event of Default occurs, Beneficiary shall have all of the remedies of a secured party under the Loan Agreement and such further remedies as provided under applicable law, the UCC and the Loan Documents for a secured party. Such rights include, without limitation, the right to notify Grantors that Grantors are required, and Grantors hereby agree, to assemble the Personal Property and make it available to Beneficiary at a place reasonably convenient to Grantors and Beneficiary which place shall be designated by Beneficiary in such notice.

6. Taxes and Other Obligations. Grantors shall pay or cause to be paid, when due, and before any interest, collection fees or penalties shall accrue, all taxes, judgments, liens, encumbrances, assessments, fines, impositions, and other charges and obligations, which may become a lien on or charge against the Property (collectively, "Charges") in accordance with the Loan Agreement. Should Grantors fail to make any of such payments, Beneficiary may, at its option and at the expense of Grantors, pay the amounts due for the account of Grantors. Any such amounts advanced by Beneficiary on behalf of Grantors shall promptly be paid by Grantors to Beneficiary on demand and shall be secured by the lien of this Deed of Trust. On the request of Beneficiary, Grantors immediately shall furnish to Beneficiary all notices of amounts due and receipts evidencing payment. Grantors promptly shall notify Beneficiary of each Charge on all or any part of the Property and promptly shall discharge each lien and encumbrance as set forth in the Loan Agreement.

7. Insurance and Condemnation.

(a) Insurance. Grantors shall cause the Property to be insured in accordance with the Loan Agreement. The proceeds of all Insurance Policies shall be applied as set forth in the Loan Agreement. On foreclosure of this Deed of Trust or other acquisition of all or a part of the Property by Beneficiary, the Insurance Policies shall become the absolute property of Beneficiary, but receipt of any insurance proceeds and any disposition of the same by Beneficiary shall not constitute a waiver of any rights of Beneficiary, statutory or otherwise, and specifically shall not



constitute a waiver of the right of foreclosure by Beneficiary on the occurrence of an Event of Default.

(b) Condemnation. All proceeds of condemnation shall be applied as set forth in the Loan Agreement.

8. Preservation and Maintenance of Property. Grantors shall: (a) not commit waste or permit impairment or deterioration of the Property; (b) not abandon the Property; (c) keep the Property in good repair and restore or repair promptly, in a good and workmanlike manner, all or any part of the Property to the equivalent of its condition in accordance with the construction of the Improvements as described in the Loan Agreement, or such other condition as Beneficiary may approve in writing, on any damage or loss thereto; (d) comply with all laws, ordinances, regulations, and requirements of all Governmental Authorities applicable to the Property and all covenants, conditions, and restrictions affecting the Property, and will not suffer or permit any violation thereof; and (e) give notice in writing to Beneficiary of and, unless otherwise directed in writing by Beneficiary or as provided otherwise in any of the Loan Documents, appear in and defend any action or proceeding purporting to affect, the Property, the security granted by the Loan Documents or the rights or powers of Beneficiary. Neither Grantors nor any tenant or other person shall remove, demolish, or alter any Improvement on the Land except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind and except as permitted by the Loan Documents.

9. Protection of Beneficiary's Security. If (a) Grantors fail to pay the Indebtedness or to perform the Obligations, (b) any action or proceeding is commenced which affects or could affect the Property or Beneficiary's interest therein, including, without limitation, any loss, damage, cost, expense, or liability incurred by Beneficiary with respect to (i) any environmental matter relating to the Property or (ii) the preparation of the commencement or defense of any action or proceeding or any threatened action or proceeding affecting the Loan Documents or the Property, then Beneficiary, at Beneficiary's option, may make such appearances, disburse such sums and take such action as Beneficiary deems necessary, in its sole discretion, to protect the Property or Beneficiary's interest therein, including, without limitation, entry on the Property to take such actions Beneficiary determines appropriate to preserve, protect, or restore the Property. All amounts disbursed by Beneficiary pursuant to this Section, including, without limitation, all Costs, together with interest thereon at the Default Rate from the date of disbursement, shall become additional Indebtedness of Grantors secured by the lien of this Deed of Trust and the other Loan Documents and shall be due and payable on demand. Nothing in this Section shall require Beneficiary to incur any expense or take any action.



10. Actions. Grantors shall warrant title and appear in and defend all claims, actions, and other proceedings purporting to affect title or other interests relating to any part of the Property, the security of this Deed of Trust, or the rights of Beneficiary, and give Beneficiary prompt written notice of same. Beneficiary may, at the expense of Grantors, appear in and defend same and any claim, action, or other proceeding asserted or brought against Beneficiary in connection with or relating to any part of the Property or this Deed of Trust (if the Grantors fail to adequately defend such action, claim or proceeding).

11. Transfers of Property or Interest in Grantor. Grantors shall not transfer any interest in the Property or in any Grantor which is an entity, except as otherwise expressly permitted under the Loan Documents. In the event that any Grantor, or any successor in interest to any of the Grantors in the real property hereby encumbered, either voluntarily or by operation of law, shall sell, transfer, further encumber, mortgage, or convey, or contract to sell, transfer, further encumber, mortgage, or convey, any or all of the Property which is not Personal Property, or any portion thereof, or any interest therein, at the option of Beneficiary, the Indebtedness secured by this Deed of Trust, other than that in the ordinary course of its time share sales business, shall forthwith become due and payable although the time of maturity thereof shall not have arrived. If any Grantor is a corporation, partnership, trust, limited liability company or other entity, the transfer, encumbrance or other disposition of any interest in such Grantor, unless expressly permitted in the Loan Documents shall be deemed to be a transfer for purposes of this paragraph. If this Deed of Trust or the Note secured hereby contains any provision conferring on Beneficiary the right to demand any prepayment premium or sum of money for prepayment of any Indebtedness secured hereby, Grantors agree to pay the premium or sum of money which Beneficiary would have been entitled to demand pursuant to such provision. If Beneficiary has accelerated the debt in accordance with any of the provisions herein, Beneficiary shall nevertheless be entitled to any prepayment premium which may be provided in this Deed of Trust or in the Note. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

12. No Additional Liens, Encumbrances, or Indebtedness. Grantors covenant to keep the Property free and clear of all liens, encumbrances, and debts in accordance with and to abide by all terms of the Loan Documents.

13. Grantors and Lien Not Released. Without affecting the liability of Grantors or any other person liable for the payment of the Indebtedness, and without affecting the lien or charge of this Deed of Trust as security for the payment of the Indebtedness, Beneficiary may, from time to time and without notice to any junior



lienholder or holder of any right or other interest in and to the Property, or any other person: (a) release any person so liable; (b) waive or modify any provision of this Deed of Trust or the other Loan Documents or grant other indulgences; (c) release all or any part of the Property; (d) take additional security for any Obligation; (e) subordinate the lien or charge of this Deed of Trust; (f) consent to the granting of any easement; (g) consent to any map or plat of the Property; (g) exercise or refrain from exercising or waive any right Beneficiary may have.

14. Events of Default; Remedies.

14.1 Default. Each of the following events is an event of default hereunder (herein "Event of Default" or "Default"):

(a) The occurrence of a default under the Acquisition Note or the Hypo Note or the failure to pay or perform any other Indebtedness or Obligation when first due after the expiration of any applicable cure period contained therein; or

(b) The failure by Grantors to perform or comply with any obligation, covenant or condition contained in this Deed of Trust (after the expiration of any applicable cure period contained herein) the failure of any of the Borrowers to perform or comply with any obligation, covenant or condition contained in any of the other Loan Documents; or

(c) The occurrence of a default, "Default" or "Event of Default" under any of the other Loan Documents after the expiration of any applicable cure period contained therein; or

(d) The occurrence of any transfer prohibited by this Deed of Trust; or

(e) The fact that any warranty of Grantors contained in this Deed of Trust or of any Borrower contained in any other Loan Document proves to be untrue or misleading in any respect as of the time made or as of any subsequent time prior to the satisfaction in full of all of the Indebtedness and Obligations; or

(f) The filing of any federal tax lien against the Property or any portion thereof or interest therein that is not contested and bonded over to Beneficiary's reasonable satisfaction; or

(g) The Grantors or any maker, endorser or guarantor of the Acquisition Note or the Hypo Note (if a corporation or limited liability company) is liquidated or dissolved or its charter expires or is revoked or the Grantors or any such maker, endorser or guarantor (if a partnership) is dissolved or partitioned or the



Grantors or any such maker, endorser or guarantor (if a trust) is terminated or expires or any Grantor or any such maker, endorser or guarantor (if an individual) dies; or

(h) The filing by any person or entity of any claim in any legal or equitable proceeding challenging the priority of this Deed of Trust as shown on the policy of title insurance issued to Beneficiary in connection with the Loan which is adversely determined against Beneficiary and not adequately covered by the Title Policy (as defined in the Acquisition Agreement); or

(i) The Grantors apply for or consent to the appointment of a receiver or trustee for it or any portion of its property or if such a receiver or trustee is appointed for the Grantors or their property or if the Grantors make an assignment for the benefit of creditors or admits in writing their inability to pay their debts as they become due or if the Grantor becomes insolvent or a petition is filed by the Grantors pursuant to any of the provisions of the Bankruptcy Code, 11 U.S.C. Section 101 et seq., as amended or any similar or successor statute or such a petition is filed against Grantors.

14.2 Remedies. If an Event of Default shall have occurred, Beneficiary may declare the outstanding principal amounts of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice. On an Event of Default, Grantors, on demand of Beneficiary, shall forthwith surrender to Beneficiary the actual possession of the Property, or, to the extent permitted by law, Beneficiary or a receiver appointed by a court of competent jurisdiction, may enter and take possession of all or any part of the Property, and may exclude Grantors and their agents and employees wholly therefrom, and may have joint access with Grantors to the books, papers, and accounts of Grantors with respect to the Property. If Grantors shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Beneficiary, Beneficiary or such receiver may obtain a judgment or decree conferring on Beneficiary or such receiver the right to immediate possession of the Property or requiring the delivery of the Property to Beneficiary or such receiver, and Grantors specifically consent to the entry of such judgment or decree. On every such entering on or taking of possession, Beneficiary or such receiver may hold, store, use, operate, manage, and control the Property and conduct the business thereof, and Beneficiary or such receiver may take any action required by applicable law or which Beneficiary or such receiver believes necessary to enforce compliance with the environmental provisions in this Deed of Trust or in the other Loan Documents, and negotiate with Governmental Authorities with respect to the



Property's environmental compliance and remedial measures in connection therewith. Beneficiary and such receiver and their representatives shall have no liability for any loss, damage, injury, cost, or expense resulting from any action or omission which was taken or omitted in good faith.

On an Event of Default, Beneficiary may, either with or without entry or taking possession as provided in this Deed of Trust or otherwise, proceed by suit or suits at law or in equity, as permitted by applicable law, or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term, covenant, condition, or agreement of the Borrowers under any of the Loan Documents; (b) foreclose this Deed of Trust by the exercise of the power of sale granted to Trustee hereunder or by judicial proceedings and sell the Property in its entirety or otherwise, as Beneficiary may determine; (c) exercise its rights as set forth elsewhere in the Loan Documents; and/or (d) pursue any other right or remedy available to it under or by the law and decisions of the State in which the Land is located. Notwithstanding any statute or rule of law to the contrary, the failure to join any tenant or tenants of the Property as party defendant or defendants in any foreclosure action or the failure of any such order or judgment to foreclose their rights shall not be asserted by Grantors as a defense in any civil action instituted to collect (a) the Indebtedness, or any part thereof or (b) any deficiency remaining unpaid after foreclosure and sale of the Property.

In protecting, exercising, or assuring its interests, rights, or remedies under this Deed of Trust, receive, open, or dispose of mail addressed to Grantors and execute, sign, and endorse negotiable or other instruments for payment of money, documents, or title or other evidences of payment, shipment, or storage of any form of Property on behalf of and in the name of any Grantor. In addition, Beneficiary may subrogate to Grantors' interest, rights, and remedies in respect to any Property, including, without limitation, the right to stop delivery and the right to take possession of and to sell or dispose of goods.

15. Appointment of Receiver or "Mortgagee-in-Possession". If an Event of Default is continuing or if Beneficiary shall have accelerated the Indebtedness, Beneficiary, on application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice, and without regard to the occupancy or value of any security for the Indebtedness or the insolvency of any party bound for its payment, to the appointment, at its option, of itself as "mortgagee-in-possession", or of a receiver to take possession of and to operate the Property and to collect and apply the Rents in accordance with this Deed of Trust.



16. Expenditures and Expenses. In any action to foreclose this Deed of Trust or otherwise enforce Beneficiary's rights and remedies under this Deed of Trust, there shall be allowed and included as additional Indebtedness all Costs (as defined in the Loan Agreement) which may be paid or incurred by or on behalf of Beneficiary. All Costs immediately shall be due and payable to Beneficiary, with interest thereon at the Default Rate, and shall be secured by this Deed of Trust.

17. Election of Remedies. Beneficiary shall have all of the rights and remedies granted in this Deed of Trust and the other Loan Documents and available at law or in equity, and these same rights and remedies shall be cumulative and may be pursued separately, successively, or concurrently against Grantors, Guarantors or any property encumbered by this Deed of Trust or the other Loan Documents, at the sole discretion of Beneficiary. In no event shall the failure of Beneficiary to enforce any condition, covenant, requirement, obligation, or warranty of this Deed of Trust be deemed to be a waiver of Beneficiary's right to enforce any other condition, covenant, requirement, obligation, or warranty. In no event shall the failure of Beneficiary to pursue any remedy on an Event of Default be deemed to be a waiver of Beneficiary's right to enforce such provision or to pursue such remedy on any other or future occurrence of an Event of Default. Nothing in this Deed of Trust shall be construed as obligating Beneficiary to take any action or incur any liability with respect to the Property or any business conducted thereon, and all options given to Beneficiary are for its benefit and shall be exercised in its sole discretion.

18. Proceeds of Foreclosure Sale. Beneficiary may bid for and purchase the Property at any foreclosure sale, and shall be entitled to apply all or any part of the Indebtedness as a credit to the purchase price. Except as otherwise provided by applicable law, the proceeds of any foreclosure sale of the Property shall be distributed and applied in the order of priority set forth in the Note with the excess, if any, being paid to any party entitled thereto as their rights may appear.

19. Future Advances. This Deed of Trust is given to secure not only the existing Indebtedness, but also future advances made pursuant to the Loan Documents, whether such advances are obligatory or are made at the option of Beneficiary, or otherwise under the Loan Documents to the same extent as if such future advances were made on the date of the execution of this Deed of Trust.

20. Completion of Improvements. The proceeds of the Loan will be loaned for the purpose of financing the acquisition of the Land and construction of Improvements on the Land. If Grantors fail to carry on or complete the construction of Improvements in accordance with the Loan Agreement, or should an Event of Default occur, and whether or not Beneficiary elects to accelerate the maturity of the



Note or this Deed of Trust, Beneficiary, without notice to Grantors, is given full and complete authority to enter on the Property to employ watchmen to protect the Improvements and to preserve and protect the Personal Property therein, to continue any and all outstanding contracts or enter into new contracts for the erection and completion of such Improvements, to make and enter into any contracts whenever necessary, either in its own name, or in the names of Grantors, and to pay and discharge all debts, obligations, and liabilities incurred thereby, and to advance any funds, even if in excess of the amount of the Note, which in Beneficiary's sole determination may be necessary to complete the Improvements in accordance with the Loan Agreement, which sums also shall be fully secured by this Deed of Trust. All reasonable expenditures made by Beneficiary in this connection shall be added to the Indebtedness or be payable by Grantors immediately and without demand.

21. Waiver of Statute of Limitations. Grantors hereby waive the right to assert any statute of limitations as a bar to the enforcement of the lien created by the Loan Documents and to any action brought to enforce the Indebtedness or the Obligations.

22. Waiver of Homestead and Redemption. Grantors hereby waive all rights of homestead exemption in the Property. Grantors hereby waive all rights of redemption on behalf of Grantors subsequent to the date of this Deed of Trust.

23. Partial Release of Deed of Trust.

(a) So long as no Event of Default exists, Grantors may sell Intervals, provided that Grantors pay Beneficiary the Release Payments with respect to each sold Interval.

(b) An Interval will be released from the lien of this Deed of Trust on fulfillment of the following conditions: (i) the Interval being released has been sold by Grantors in the ordinary course of Grantors' business in a bona fide transaction; (ii) the purchaser is not an Affiliate of any Grantor; (iii) Beneficiary has received a written request for such release in which Grantors certified as to compliance with this Section; and (iv) Grantors have paid the Release Payment and all of Beneficiary's reasonable expenses incurred in connection with such partial release and has submitted to Beneficiary all necessary documents for same.

(c) No partial release of an Interval pursuant to this Deed of Trust shall impair or affect Beneficiary's security in the Property or Personal Property remaining subject to this Deed of Trust or any term or provision of this Deed of Trust as pertains to the Property or Personal Property remaining subject to this Deed of Trust.



(d) On the release of an Interval from the lien of this Deed of Trust, the Interval will no longer be deemed to be a part of the Personal Property.

24. Release of Lien of Property. Upon payment in full of all sums secured hereunder, and written request of Grantors, Beneficiary shall release the lien hereof.

25. Miscellaneous.

(a) Form and Substance. All documents, certificates, insurance policies, and all other items required under this Deed of Trust to be executed or delivered to Beneficiary shall be in form and substance satisfactory to Beneficiary.

(b) Binding Effect. This Deed of Trust shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

(c) Headings. Headings are for convenience and reference, and are not and shall not be deemed to be any part of this Deed of Trust.

(d) Modification. This Deed of Trust may not be modified, amended, changed, or waived, except by an instrument in writing signed and acknowledged by Grantors and Beneficiary.

(e) Notice. All notices and other communication required or permitted to be given shall be in writing addressed to the respective party as set forth below and may be personally served or sent by reputable overnight courier or U.S. Mail and shall be deemed given: (a) if served in person, when served; (b) if by reputable overnight courier, on the first business day after delivery to the courier; or (c) if by U.S. Mail, certified or registered mail, return receipt requested on the fourth (4th) day after deposit in the mail postage prepaid.

Beneficiary: Resort Funding LLC
360 South Warren Street, 6th Floor
Syracuse, New York 13202
Attention: Lisa M. Henson, President & COO

with copies to: Holland & Hart LLP
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511
Attention: Karen Dennison, Esq.



Grantors: 1862, LLC, 1862 Resort Services, LLC and 1862
Development, LLC
Attention: Joseph P. Joyce
3179 N. Gretna Road
Branson, Missouri 65616

with copies to: Gill Elrod Ragon Owen & Sherman, P.A.
Attention: Heartsill Ragon, Esq.
425 West Capitol Avenue, Suite 3801
32 Office Park Road
Little Rock, Arkansas 72201

(f) Severability. If any Obligation or portion of this Deed of Trust is determined to be invalid or unenforceable under law it shall be deemed stricken from this Deed of Trust and it shall not affect the validity or enforcement of the remaining Obligations or portions hereof.

(g) Number and Gender. The singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

(h) Joint and Several Liability. The duties, covenants, obligations, and warranties of Grantors in this Deed of Trust are joint and several obligations of Grantors and of each Grantor if more than one.

(i) TIME OF THE ESSENCE. TIME IS OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE OF GRANTORS' OBLIGATIONS UNDER THIS DEED OF TRUST.

(j) Attorney's Fees. In any action under this Deed of Trust between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including, without limitation, those incurred for all pretrial, trial, appellate, bankruptcy, and probate proceedings.

(k) Loss of Note. On notice from Beneficiary of the loss, theft, or destruction of the Note, Grantors shall make and deliver a new note of like tenor in lieu of the then to be superseded Note.

(l) Choice of Law, Jurisdiction, and Venue. Except with respect to the creation, perfection, and enforcement of the liens and security interests created hereby, this Deed of Trust shall be deemed to have been negotiated, made, and



executed in the County of Onondaga, State of New York and shall be construed and enforced in accordance with the laws of the State of New York, without regard to conflict of laws principles. With respect to the creation, perfection and enforcement of the liens created hereby, the Deed of Trust shall be interpreted, construed, and enforced in accordance with the laws of the State of Nevada without regard to the principles of conflict of laws.

GRANTORS AGREE THAT ALL ACTIONS OR COURT PROCEEDINGS ARISING DIRECTLY, INDIRECTLY, OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS DEED OF TRUST SHALL BE LITIGATED, AT BENEFICIARY'S SOLE DISCRETION AND ELECTION, ONLY IN COURTS HAVING A SITUS WITHIN THE COUNTY OF ONONDAGA, STATE OF NEW YORK. GRANTORS HEREBY CONSENTS AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE. GRANTORS HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT BY BENEFICIARY ON THE DEED OF TRUST IN ACCORDANCE WITH THIS SECTION.

(m) Jury Trial Waiver. GRANTORS AND BENEFICIARY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS DEED OF TRUST. GRANTORS AND BENEFICIARY ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A LENDING RELATIONSHIP THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS DEED OF TRUST, AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTORS AND BENEFICIARY WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

(n) Nevada Deed of Trust Covenants. To the extent not inconsistent with the other provisions of this Deed of Trust, covenants 1; 2 (full replacement value); 3; 4 (Default Rate under the Acquisition Note); 5; 6; 7 (a reasonable percentage), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

(o) Non-Borrower Grantor. Each Grantor acknowledges that some of the obligations secured hereunder are the obligations of such Grantor, and some of the obligations secured hereunder are the obligations of other Grantors; however, each Grantor will benefit, directly or indirectly, from the Loan Documents. Each Grantor is executing this Deed of Trust for the purpose of encumbering all of Grantors'



interests in the Property as security for the prompt payment and performance of Borrower under the terms and conditions of the Loan Documents, and for the purpose of making Grantors' interests subject to the terms and conditions of this Deed of Trust, including, but not limited to, Beneficiary's right to foreclose upon and sell the Property as security for the Loan Documents in the event that the Borrower fails to timely pay and/or perform in accordance with all terms and conditions of the Loan Documents. In executing and delivering this Deed of Trust to Beneficiary, each Grantor expressly represents, acknowledges and agrees that (i) this Deed of Trust is executed at Borrower's request, and each Grantor has received adequate consideration therefore; (ii) each Grantor hereby waives any claim that its interest in the Property is not encumbered by this Deed of Trust or is not subject to foreclosure and sale under this Deed of Trust in the event of Borrower's failure to timely pay and/or perform in accordance with all terms and conditions of the Loan Documents; (iii) this Deed of Trust complies with any and all agreements between Borrower and any Grantor regarding Grantors' execution hereof; (iv) Beneficiary has made no representation to any Grantor as to the creditworthiness of Borrower; and (v) each Grantor has established adequate means of obtaining, and will obtain from Borrower on a continuing basis, financial and other information pertaining to Borrower's financial condition and any facts or circumstances that might in any way affect Grantors' obligations under this Deed of Trust.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Grantors have caused these presents to be executed
this 18 day of October, 2010.



Witness

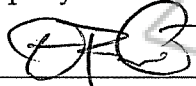
CRAIG A. Cragg
Print Name

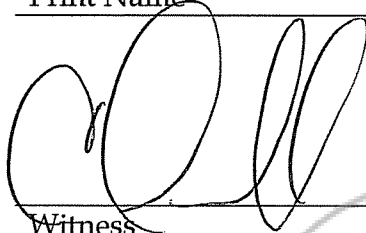
Witness Christy-lee Curtis

Christy-lee Curtis
Print Name

GRANTOR:

1862, LLC, a Nevada limited liability
company

By: 
Name: Joseph P. Joyce
Title MANAGING MEMBER



Witness


CRAIG A. Cragg
Print Name

Witness Christy-lee Curtis

Christy-lee Curtis
Print Name

GRANTOR:

1862 RESORT SERVICES, LLC, a Nevada
limited liability company

By: 
Name: Joseph P. Joyce
Title MANAGING MEMBER



Witness

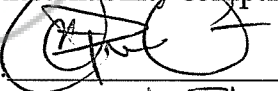
CRAIG A. Cragg
Print Name

Witness Christy-lee Curtis

Christy-lee Curtis
Print Name

GRANTOR:

1862 DEVELOPMENT, LLC, a Nevada
limited liability company

By: 
Name: Joseph P. Joyce
Title MANAGING MEMBER



STATE OF Missouri

COUNTY OF Taney

The foregoing instrument was acknowledged before me this 18 day of October, 2010, by Joseph P. Joyce as managing member of 1862 RESORT SERVICES, LLC, a Nevada limited liability company.

Floyd Elliott

Notary Public

My Commission Expires: 7-1-2013

FLOYD ELLIOTT
Notary Public - Notary Seal
State of Missouri
Commissioned for Taney County
My Commission Expires: July 01, 2013
Commission Number: 09403536



STATE OF Missouri

COUNTY OF Taney

The foregoing instrument was acknowledged before me this 18 day of October, 2010, by Joseph P. Joyce as managing member of 1862, LLC, a Nevada limited liability company.

Floyd Elliott

Notary Public

My Commission

Expires:

7-1-2013

FLOYD ELLIOTT
Notary Public - Notary Seal
State of Missouri
Commissioned for Taney County
My Commission Expires: July 01, 2013
Commission Number: 09403536

FLOYD ELLIOTT
Notary Public - Notary Seal
State of Missouri
Commissioned for Taney County
My Commission Expires: July 01, 2013
Commission Number: 09403536



STATE OF Missouri

COUNTY OF Taney

The foregoing instrument was acknowledged before me this 18 day of October, 2010, by Joseph P. Joyce as managing member of 1862 DEVELOPMENT, LLC, a Nevada limited liability company.

Floyd Elliott
Notary Public
My Commission Expires: 7-1-2013

FLOYD ELLIOTT
Notary Public - Notary Seal
State of Missouri
Commissioned for Taney County
My Commission Expires: July 01, 2013
Commission Number: 09403536



EXHIBIT "A"

Real property in the County of Douglas, State of Nevada, described as follows:

PARCEL A

A parcel of land located within a portion of the West one-half of the Southeast one-quarter (W1/2SE1/4) of Section 15 and the West one-half of the Northeast one-quarter (W1/2NE1/4) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T.13N., R19E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey for David Walley's Resort, a commercial subdivision, recorded April 29, 2002 in the office of Recorder, Douglas County, Nevada as Document No. 540898; thence along the north-south centerline of said Section 15, North 00°03' 48" West, 1322.57 feet to a found 2" iron pipe, no tag; thence North 86°52'39" East, 249.87 feet to a point on the easterly right-of-way of Foothill Road, the northwest corner of Remainder Parcel as shown on said Record of Survey, the POINT OF BEGINNING; thence along the boundary of said Remainder Parcel the following courses: thence continuing North 86°52'39" East, 4.38 feet to a found fence post, no tag, per Deed recorded February 28, 1977 in the office of Recorder, Douglas County, Nevada in Book 277, at Page 1249; thence South 89°20'43" East, 1064.63 feet; thence South 00°04'09" West, 2621.92 feet to a point on the north-south 1/16 line of the Northeast one-quarter of said Section 22; thence South 89°11 '10" West, 1178.84 feet to a found 1/2" rebar, no tag, a point on said easterly right-of-way of Foothill Road; thence along said easterly right-of-way along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 1240.00 feet, central angle of 02°22' 15", arc length of 51.31 feet, chord bearing North 05°40'39" East, and chord distance of 51.31 feet; thence North 04°29'31" East, 313.93 feet; thence along the arc of a curve to the right having a radius of 1160.00 feet, central angle of 24°21 '00", arc length of 492.99 feet, chord bearing North 16°40'01" East, and chord distance of 489.28 feet; thence North 28°50'31" East, 265.21 feet; thence along the arc of a curve to the left having a radius of 1240.00 feet, central angle of 54°31 '00", arc length of 1179.85 feet, chord bearing North 01°35'01" East, and chord distance of 1135.85 feet; thence North 25°40'29" West, 499.42 feet to the POINT OF BEGINNING.

Excepting from Parcel A those parcels shown as Parcels B and C.

Also shown as Remainder on the Record of Survey for David Walley's Resort, a Commercial Subdivision filed for record with the Douglas County Recorder on August 6, 2009 as Document No. 748397, Official Records, Douglas County, Nevada.

Together with the Rights reserved in that certain Access Easement and Relocation deed recorded May 26, 2006 in Book 0506, Page 10729 as document No. 676008 of the Official Records of Douglas County, Nevada, and including the permanent non-exclusive easement rights granted therein.

Together with the Rights reserved in that certain Access Easement deed recorded July 26, 2006 in Book 0706, Page 9371 as Document No. 680633 of the Official Records of Douglas County, Nevada, and including the permanent non-exclusive easement rights granted



therein.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-034

Document No. 765272 is provided to comply with the requirements of NRS 111.312.

PARCEL B (also referred to herein as Parcels I-XII):

Parcel I

Parcel E-I of the Final Subdivision Map LDA # 98-05 for David Walley's Resort, a Commercial Subdivision, filed for record with the Douglas County Recorder on October 19, 2000 in Book 1000 at Page 3464 as Document No. 0501638 and by Certificate of Amendment recorded November 03, 2000 in Book 1100 at Page 467 as Document No. 0502689, Official Records of Douglas County, Nevada.

Together with permanent non-exclusive easement for utilities and access for the benefit of Parcel E-I as set forth in Quitclaim Deed recorded September 17, 1998 in Book 998 at Page 3250 as Document No. 0449574, Official Records, Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation Deed recorded May 26, 2006 in Book 0506, Page 10729 as document No. 676008, Official Records, Douglas County, Nevada.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-015

Parcel II

A parcel of land located within a portion of the west one-half of the northeast one-quarter (W 1/2 NE 1/4) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T13N, R19E, M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of the Recorder, Douglas County, Nevada as Document No. 211937;

thence South 57°32' 32" East, 640.57 feet to the point of beginning;



thence North 80°00'00". East, 93.93 feet;
thence North 35°00'00" East, 22.55 feet;
thence North 10°00'00" West, 92.59 feet;
thence North 80°00'00" East, 72.46 feet;
thence South 10°00'00" East, 181.00 feet;
thence South 80°00'00" West, 182.33 feet;
thence North 10°00'00" West, 72.46 feet to the point of beginning.

The foregoing also being illustrated as Adjusted Parcel F on Record of Survey for Walley's Partners Ltd. Partnership, in the office of the County Recorder of Douglas County, Nevada, recorded September 17, 1998 in Book 998 at Page 3261 as Document No. 449576.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-025

Document No. 449575 is provided to comply with the requirements of NRS 111.312.

Parcel III

A parcel of land located within a portion of the West one-half of the Southeast one-quarter (W1/2 SE1/4) of Section 15, Township 13, North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 15 and 22, T.13N., R.19E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey for David Walley's Resort, a commercial subdivision, recorded April 29, 2002 in the office of the Recorder, Douglas County, Nevada as Document No. 540898;

thence North 50°04'37" East, 935.90 feet to the Point of Beginning;
thence South 88°38'16" East, 105.55 feet;
thence South 01°21'44" West, 203.97 feet;
thence North 88°38'16" West, 105.55 feet;
thence North 01°21'44" East, 203.97 feet to the Point of Beginning.

The foregoing also being illustrated as Adjusted Parcel G as shown on that Record of Survey to Support a Boundary Line Adjustment recorded September 20, 2002 in the Office of the Douglas County Recorder as, in Book 902, Page 6258 as Document No. 0552536.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation Deed recorded May 26, 2006 in Book 0506, Page 10729 as document No. 676008, Official Records, Douglas County, Nevada.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as



Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-020

Document No. 552535 is provided to comply with the requirements of NRS 111.312.

Parcel IV

A parcel of land located within a portion of the West one-half of the Southeast one-quarter (W1/2 SE1/4) of Section 15, Township 13, North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 15 and 22, T.13N., R.19E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey for David Walley's Resort, a commercial subdivision, recorded April 29, 2002 in the office of the Recorder, Douglas County, Nevada as Document No. 540898;

thence North 46°23'33" East, 970.95 feet to the Point of Beginning;
thence North 40°16'02" East, 49.09 feet;
thence South 49°43'58" East, 103.54 feet;
thence South 40°16'02" West, 49.09 feet;
thence North 49°43'58" West, 103.54 to the Point of Beginning

The foregoing also being illustrated as Adjusted Parcel H as shown on that Record of Survey to Support a Boundary Line Adjustment recorded September 19, 2005 in the Office of the Douglas County Recorder as, in Book 905, Page 6557 as Document No. 655402.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation Deed recorded May 26, 2006 in Book 0506, Page 10729 as document No. 676008, Official Records, Douglas County, Nevada.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-022

Document No. 655401 is provided to comply with the requirements of NRS 111.312.

Parcel V

Parcel I as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on May 26, 2006 in Book 0506 at Page 10742 as Document No. 0676009, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and



throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation Deed recorded May 26, 2006 in Book 0506, Page 10729 as document No. 676008, Official Records, Douglas County, Nevada.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-023

Document No. 731529 is provided to comply with the requirements of NRS 111.312.

Parcel VI

Adjusted Parcel J as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation recorded May 26, 2006 in Book 0506 at Page 10729 as Document No. 0676008; and Access Easement recorded on July 26, 2006 in Book 0706 at Page 9371 as Document No. 0680633, all of Official Records, Douglas County, Nevada.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-029

Document No. 731529 is provided to comply with the requirements of NRS 111.312.

Parcel VII

Parcel K as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation recorded May 26, 2006 in Book 0506 at Page 10729 as Document No. 0676008; and Access Easement recorded on July 26, 2006 in Book 0706 at Page 9371 as Document No. 0680633, all of Official Records, Douglas County, Nevada.



Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-030

Document No. 731529 is provided to comply with the requirements of NRS 111.312.

Parcel VIII

Parcel L as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation recorded May 26, 2006 in Book 0506 at Page 10729 as Document No. 0676008; and Access Easement recorded on July 26, 2006 in Book 0706 at Page 9371 as Document No. 0680633, all of Official Records, Douglas County, Nevada.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-031

Document No. 731529 is provided to comply with the requirements of NRS 111.312.

Parcel IX

Parcel M as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement recorded July 26, 2006 in Book 0706 at Page 9371 as Document No. 680633 of Official Records, Douglas County, Nevada.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-032



Document No. 731529 is provided to comply with the requirements of NRS 111.312.

Parcel X

Parcel N as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement recorded July 26, 2006 in Book 0706 at Page 9371 as Document No. 680633 of Official Records, Douglas County, Nevada.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-026

Document No. 735140 is provided to comply with the requirements of NRS 111.312.

Parcel XI

Parcel O as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement recorded July 26, 2006 in Book 0706 at Page 9371 as Document No. 680633 of Official Records, Douglas County, Nevada.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-027

Document No. 735140 is provided to comply with the requirements of NRS 111.312.

Parcel XII

Parcel P as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official



Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement recorded July 26, 2006 in Book 0706 at Page 9371 as Document No. 680633 of Official Records, Douglas County, Nevada.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-028

Document No. 735140 is provided to comply with the requirements of NRS 111.312.

PARCEL C:

Parcels Q, R, S and T as shown on the Record of Survey for David Walley's Resort, a Commercial Subdivision filed for record with the Douglas County Recorder on August 6, 2009 as Document No. 748397, Official Records, Douglas County, Nevada.

Together with those beneficial easements created by that certain Indenture, Easement and Restrictive Covenant Agreement recorded December 30, 2008 in Book 1208, Page 5732 as Document No. 735142, Official Records of Douglas County, Nevada.

APN: 1319-15-000-035, 036, 037 and 038

PARCEL D:

Parcels A, B, C and D of the Final Subdivision Map LDA # 98-05 for David Walley's Resort, a Commercial Subdivision, filed for record with the Douglas County Recorder on October 19, 2000 in Book 1000 at Page 3464 as Document No. 0501638 and by Certificate of Amendment recorded November 03, 2000 in Book 1100 at Page 467 as Document No. 0502689, Official Records of Douglas County, Nevada.

APN: 1319-15-000-013 and 014; 1319-22-000-001 and 002



ALTA Loan Extended Proforma (6-17-06)

Exhibit 11B"

SCHEDULE B
PART I

File No.: 1031104

Policy No.: M-PRO

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes that are not shown by the public records.
3. Ownership of the individual timeshare units is not insured. The policy does not define that inventory, nor does the policy insure the ownership of any or all of the individual timeshare units.
4. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$953.93
 PARCEL NO.: 1319-15-000-013
 1st installment of \$238.49 paid
 2nd installment of \$238.48 paid
 3rd installment of \$238.48 unpaid, delinquent 1st Monday in January.
 4th installment of \$238.48 unpaid, delinquent 1st Monday in March.
5. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$1,646.95
 PARCEL NO.: 1319-15-000-014
 1st installment of \$411.76 paid
 2nd installment of \$411.73 paid
 3rd installment of \$411.73 unpaid, delinquent 1st Monday in January.
 4th installment of \$411.73 unpaid, delinquent 1st Monday in March.
6. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$50,351.68
 PARCEL NO.: 1319-15-000-015
 1st installment of \$12,587.92 paid
 2nd installment of \$12,587.92 paid
 3rd installment of \$12,587.92 unpaid, delinquent 1st Monday in January.
 4th installment of \$12,587.92 unpaid, delinquent 1st Monday in March.
7. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$32,429.80
 PARCEL NO.: 1319-15-000-020
 1st installment of \$8,107.45 paid
 2nd installment of \$8,107.45 paid
 3rd installment of \$8,107.45 unpaid, delinquent 1st Monday in January.
 4th installment of \$8,107.45 unpaid, delinquent 1st Monday in March.



SCHEDULE B
PART I

File No.: 1031104

Policy No.: M-PRO

8. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$4,754.94
PARCEL NO.: 1319-15-000-022
1st installment of \$1,188.75 paid
2nd installment of \$1,188.73 paid
3rd installment of \$1,188.73 unpaid, delinquent 1st Monday in January.
4th installment of \$1,188.73 unpaid, delinquent 1st Monday in March.
9. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$4,730.03
PARCEL NO.: 1319-15-000-023
1st installment of \$1,182.53 paid
2nd installment of \$1,182.50 paid
3rd installment of \$1,182.50 unpaid, delinquent 1st Monday in January.
4th installment of \$1,182.50 unpaid, delinquent 1st Monday in March.
10. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$30,895.14
PARCEL NO.: 1319-15-000-025
1st installment of \$7,723.80 paid
2nd installment of \$7,723.78 paid
3rd installment of \$7,723.78 unpaid, delinquent 1st Monday in January.
4th installment of \$7,723.78 unpaid, delinquent 1st Monday in March.
11. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$988.33
PARCEL NO.: 1319-15-000-026
1st installment of \$247.09 paid
2nd installment of \$247.08 paid
3rd installment of \$247.08 unpaid, delinquent 1st Monday in January.
4th installment of \$247.08 unpaid, delinquent 1st Monday in March.
12. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$988.33
PARCEL NO.: 1319-15-000-027
1st installment of \$247.09 paid
2nd installment of \$247.08 paid
3rd installment of \$247.08 unpaid, delinquent 1st Monday in January.
4th installment of \$247.08 unpaid, delinquent 1st Monday in March.
13. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$988.33
PARCEL NO.: 1319-15-000-028
1st installment of \$247.09 paid
2nd installment of \$247.08 paid
3rd installment of \$247.08 unpaid, delinquent 1st Monday in January.
4th installment of \$247.08 unpaid, delinquent 1st Monday in March.



SCHEDULE B
PART I

File No.: 1031104

Policy No.: M-PRO

14. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$4,730.03

PARCEL NO.: 1319-15-000-029

- 1st installment of \$1,182.53 paid
- 2nd installment of \$1,182.50 paid
- 3rd installment of \$1,182.50 unpaid, delinquent 1st Monday in January.
- 4th installment of \$1,182.50 unpaid, delinquent 1st Monday in March.

15. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$4,730.03

PARCEL NO.: 1319-15-000-030

- 1st installment of \$1,182.53 paid
- 2nd installment of \$1,182.50 paid
- 3rd installment of \$1,182.50 unpaid, delinquent 1st Monday in January.
- 4th installment of \$1,182.50 unpaid, delinquent 1st Monday in March.

16. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$4,730.03

PARCEL NO.: 1319-15-000-031

- 1st installment of \$1,182.53 paid
- 2nd installment of \$1,182.50 paid
- 3rd installment of \$1,182.50 unpaid, delinquent 1st Monday in January.
- 4th installment of \$1,182.50 unpaid, delinquent 1st Monday in March.

17. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$4,730.03

PARCEL NO.: 1319-15-000-032

- 1st installment of \$1,182.53 paid
- 2nd installment of \$1,182.50 paid
- 3rd installment of \$1,182.50 unpaid, delinquent 1st Monday in January.
- 4th installment of \$1,182.50 unpaid, delinquent 1st Monday in March.

18. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$26,062.88

PARCEL NO.: 1319-15-000-034

- 1st installment of \$6,515.72 paid
- 2nd installment of \$6,515.72 paid
- 3rd installment of \$6,515.72 unpaid, delinquent 1st Monday in January.
- 4th installment of \$6,515.72 unpaid, delinquent 1st Monday in March.

Tax Receiver Certificate recorded June 8, 2010 as Document No. 765021, Official Records.

19. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$341.85

PARCEL NO.: 1319-15-000-035

- 1st installment of \$85.47 paid
- 2nd installment of \$85.46 paid
- 3rd installment of \$85.46 unpaid, delinquent 1st Monday in January.
- 4th installment of \$85.46 unpaid, delinquent 1st Monday in March.



**SCHEDULE B
PART I**

File No.: 1031104

Policy No.: M-PRO

20. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$354.23
 PARCEL NO.: 1319-15-000-036
 1st installment of \$88.58 paid
 2nd installment of \$88.55 paid
 3rd installment of \$88.55 unpaid, delinquent 1st Monday in January.
 4th installment of \$88.55 unpaid, delinquent 1st Monday in March.

21. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$324.11
 PARCEL NO.: 1319-15-000-037
 1st installment of \$81.05 paid
 2nd installment of \$81.02 paid
 3rd installment of \$81.02 unpaid, delinquent 1st Monday in January.
 4th installment of \$81.02 unpaid, delinquent 1st Monday in March.

22. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$324.11
 PARCEL NO.: 1319-15-000-038
 1st installment of \$81.05 paid
 2nd installment of \$81.02 paid
 3rd installment of \$81.02 unpaid, delinquent 1st Monday in January.
 4th installment of \$81.02 unpaid, delinquent 1st Monday in March.

23. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$1,123.21
 PARCEL NO.: 1319-22-000-001
 1st installment of \$280.81 paid
 2nd installment of \$280.80 paid
 3rd installment of \$280.80 unpaid, delinquent 1st Monday in January.
 4th installment of \$280.80 unpaid, delinquent 1st Monday in March.

24. State, County and City Taxes for the fiscal period 2010 to 2011, a lien now due and payable in the total amount of \$889.50
 PARCEL NO.: 1319-22-000-002
 1st installment of \$222.39 paid
 2nd installment of \$222.37 paid
 3rd installment of \$222.37 unpaid, delinquent 1st Monday in January.
 4th installment of \$222.37 unpaid, delinquent 1st Monday in March.

25. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES.

26. Any Special Assessments which may be due and payable that are not assessed through the Douglas County Treasurers Office and are being billed by the entity where the parcel is located.

THE FOLLOWING ITEMS AFFECT PARCELS A, B AND C

27. Prescriptive and implied easement rights of the public and/or County to the Bockliss Slough.



SCHEDULE B
PART I

File No.: 1031104

Policy No.: M-PRO

- 28. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on Parcel Map Document No. 1230, Record of Survey Map Document No. 7201, Record of Survey Map Document No. 211937, Record of Survey Map Document No. 439613, Record of Survey Map Document No. 449576, Final Subdivision Map Document No. 501638, Record of Survey Map Document No. 540898, Record of Survey Map No. 676009, Record of Survey Map Document No. 680634 and Record of survey Map No. 748397 all of Official Records.
- 29. Waiver and Release recorded September 29, 1950 in Book Z, Page 290 as Document No. 7608 of Deeds.
- 30. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
 - Purpose : utilities and access
 - Recorded : September 17, 1998, Book 998, Page 3250, Document No. 449574, Official Records of Douglas County, Nevada
- 31. Fifth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions
 - Recorded : August 27, 2001, Book 801, Page 6980, Document No. 521436, Official Records of Douglas County, Nevada.

But omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States code, or (b) relates to handicap, but does not discriminate against handicapped persons.

RIGHT TO LEVY ASSESSMENTS: The right to levy certain charges or assessment against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions is conferred upon Walley's Property Owners Association.

Declaration of Annexation,
Recorded : July 1, 2003, Book 703, Page 10, Document No. 582120,
: Official Records of Douglas County, Nevada.

Declaration of Annexation,
Recorded : December 30, 2005, Book 1205, Page 13802, Document No. 664734,
: Official Records of Douglas County, Nevada.

Declaration of Annexation,
Recorded : May 26, 2006, Book 506, Page 11020, Document No. 676055,
: Official Records of Douglas County, Nevada.

Declaration of Annexation,
Recorded : August 8, 2006, Book 806, Page 3114, Document No. 681616,
: Official Records of Douglas County, Nevada.

Declaration of Annexation,
Recorded : September 13, 2006, Book 906, Page 4032, Document No. 684379,
: Official Records of Douglas County, Nevada.

Declaration of Annexation,
Recorded : February 8, 2007, Book 207, Page 2489, Document No. 694630,
: Official Records of Douglas County, Nevada.

Transfer of Declarant's Rights recorded on _____, 2010 in Book _____, Page _____ as Document No. _____, Official Records.



ALTA Loan Extended Proforma (6-17-06)

**SCHEDULE B
PART I**

File No.: 1031104

Policy No.: M-PRO

- 32. Sewer Service Agreement recorded September 28, 1998, Book 998, Page 5607, Document No. 450427, Official Records.
- 33. Non-Exclusive Deed for Maintenance
 - Granted to : The owners of downstream water rights in the Brockliss Slough
 - Recorded : October 27, 1998, Book 1098, Page 5614,
: Document No. 452700, Official Records.
- 34. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
 - Granted to : GTE California Incorporated
 - Purpose : public utilities
 - Recorded : January 15, 1999, Book 199, Page 2486, Document No. 458757,
: Official Records of Douglas County, Nevada
- 35. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
 - Granted to : Douglas County
 - Purpose : utilities
 - Recorded : April 25, 2001, Book 401, Page 6429, Document No. 512934,
: Official Records of Douglas County, Nevada
- 36. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
 - Granted to : Douglas County
 - Purpose : public utilities
 - Recorded : August 7, 2001, Book 801, Page 1693, Document No. 520123,
: Official Records of Douglas County, Nevada
- 37. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
 - Granted to : Walley's Property Owners Association
 - Purpose : non-exclusive easement of use and enjoyment
 - Recorded : September 20, 2002, Book 0902, Page 6242, Document No. 552534,
: Official Records of Douglas County, Nevada
- 38. Water System Dedication Agreement recorded June 13, 2003, Book 603, Page 8016, Document No. 580226, Official Records.
- 39. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
 - Granted to : Southwest Gas Corporation
 - Purpose : gas pipeline
 - Recorded : April 14, 2004, Book 404, Page 6675, Document No. 610212,
: Official Records of Douglas County, Nevada
- 40. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
 - Granted to : Walley's Property Owner's Association
 - Purpose : access
 - Recorded : May 26, 2006, Book 506, Page 10729, Document No. 676008,
: Official Records of Douglas County, Nevada
- 41. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
 - Granted to : Walley's Property Owners Association
 - Purpose : access
 - Recorded : July 26, 2006, Book 706, Page 9371, Document No. 680633,
: Official Records of Douglas County, Nevada



**SCHEDULE B
PART I**

File No.: 1031104

Policy No.: M-PRO

- 42. An Indenture, Easement and Restrictive Covenant Agreement
Recorded : December 30, 2008, Book 1208, Page 5732, Document No. 735142,
: Official Records of Douglas County, Nevada
- 43. An Easement and Restrictive Covenant Agreement affecting a portion of said land for the purposes stated herein,
together with incidental rights thereto,
Granted to : Celebrity Resorts of Genoa, LLC
Purpose : access and utilities
Recorded : December 30, 2008, Book 1208, Page 5732, Document No. 735142,
: Official Records of Douglas County, Nevada
- 44. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
Purpose : access
Recorded : August 6, 2009, Book 809, Page 1144, Document No. 748396,
: Official Records of Douglas County, Nevada

THE FOLLOWING ITEMS AFFECT PARCEL D:

- 45. Waiver and release from any and all claims for damages and lien rights, in favor of the State of Nevada, arising out of construction and maintenance of Foothill Road contained in instrument recorded September 29, 1951 in Book Z of Deeds, Page 290.
- 46. Sewer Service Agreement recorded September 28, 1998 in Book 998, Page 5607, as Document No. 450427.
- 47. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on Tract Map Document No. 501638.
- 48. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
Granted to : Douglas County
Purpose : public utility easements
Recorded : August 7, 2001, Book 801, Page 1693, Document No. 520123,
: Official Records of Douglas County, Nevada
- 49. An Easement and Restrictive Covenant Agreement affecting a portion of said land for the purposes stated herein,
together with incidental rights thereto,
Granted to : Celebrity Resorts of Genoa, LLC
Purpose : access and utilities
Recorded : December 30, 2008, Book 1208, Page 5732, Document No. 735142,
: Official Records of Douglas County, Nevada

End of Exceptions



EXHIBIT C

Assessor's Parcel Numbers:

1862, LLC

- 1319-15-000-015 ✓
- 1319-15-000-020 ✓
- 1319-15-000-022 ✓
- 1319-15-000-023 ✓
- 1319-15-000-025 ✓
- 1319-15-000-029 ✓
- 1319-15-000-030 ✓
- 1319-15-000-031 ✓
- 1319-15-000-032 ✓

1862 Development, LLC

- 1319-15-000-013 ✓
- 1319-15-000-014 ✓
- 1319-15-000-026 ✓
- 1319-15-000-027 ✓
- 1319-15-000-028 ✓
- 1319-22-000-001 ✓
- 1319-22-000-002 ✓

1862 Resort Services, LLC

- 1319-15-000-034 ✓
- 1319-15-000-035 ✓
- 1319-15-000-036 ✓
- 1319-15-000-037 ✓
- 1319-15-000-038 ✓

