

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Orange Lake Country Club, Inc.
8505 West Irlo Bronson Memorial Highway
Kissimmee, Florida 34747
Attention: John C. Alvarez, Esq.

**ASSIGNMENT OF DECLARANT RIGHTS
FOR
DAVID WALLEY'S RESORT**

THIS ASSIGNMENT OF DECLARANT RIGHTS (the "**Assignment**") is made and entered into as of the 17 day of OCTOBER, 2018 (the "**Effective Date**"), by and between **1862 DEVELOPMENT, LLC**, a Nevada limited liability company ("**Assignor**") and **ORANGE LAKE COUNTRY CLUB, INC.**, a Florida corporation ("**Assignee**").

RECITALS:

WHEREAS, pursuant to that certain Assignment of Declarant's Rights dated as of OCTOBER 17, 2018 and recorded with the Douglas County, Nevada Recorder on OCTOBER 31, 2018 as document # 2018-921624, Assignor is the owner of the right, title and interest of the "Declarant" (the "**Declarant Rights**") of that certain timeshare resort known as David Walley's Resort (the "**Resort**"), governed by and subject to that certain Sixth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's dated September 24, 2014 and filed of record as Document Number 0849819 in Book 0914, Page 4388 in the Official Records of Douglas County, Nevada, as corrected by the recording of the Corrected Sixth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort recorded on November 2, 2018, at Official Record Book _____, Page _____, Document Number 2018-921717, Douglas County Recorder, Nevada, records, and all exhibits, amendments, and annexations thereto and all exhibits, amendments, restatements, and annexations thereto (collectively the "**Declaration**");

WHEREAS, Assignor and certain of its affiliates, as "Seller", and Assignee, as "Purchaser", entered into that certain David Walley's Purchase and Sale Agreement dated January 25, 2018, pursuant to which Assignor assign to Assignee all of Assignor's Declarant Rights under the Declaration, the Articles of Incorporation of the Association (the "**Articles**"), and the Bylaws of the Association (the "**Bylaws**"); and

WHEREAS, Assignee desires to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Assignment and are incorporated herein by this reference.

2. **Assignment of Declarant Rights.** Assignor does as of the Effective Date hereby assign and set over unto Assignee, its successors and assigns forever, all of Assignor's right, title, interest, powers, privileges, benefits and obligations as "Declarant" under the Declaration, including but not limited to the Declarant Rights, and all right under the Articles and Bylaws, as amended or modified from time to time. Assignor is not transferring the obligations or liabilities of Assignor or its parent, subsidiaries or affiliates that arise or in any way relate to the actions, inaction or conduct of Assignor or its parent, subsidiaries, affiliates, agents or employees prior to the Effective Date. Nothing in this Assignment shall be construed to vest Assignee, its parent, subsidiaries or affiliates with any liability, specifically including, but not limited to, funding of any developer subsidies, developer guarantees, or budget deficits which may have been committed to, expressly or impliedly, by Assignor or its parent, subsidiaries, affiliates, agents or employees prior to the Effective Date, specifically including, but not limited to, funding of any developer subsidies, developer guaranties, or budget deficits.

3. **Acceptance and Assumption by Assignee.** Assignee as of the Effective Date hereby accepts such assignment of the above-referenced rights, title, interest, powers, privileges, benefits and assumes and agrees to perform obligations of Assignor as "Declarant" under the Declaration, including but not limited to the Declarant Rights, and all right under the Articles and Bylaws, which arise or accrue from facts occurring on or after the Effective Date. Assignee does not assume any obligation or liability arising or in any way related to the actions, inactions or conduct of Assignor prior to the Effective Date. Nothing in this Assignment shall be construed to vest Assignee with any liability, specifically including, but not limited to, funding of any developer subsidies, developer guaranties, or budget deficits which may have been committed to, expressly or impliedly, by Assignor or its parent, subsidiaries, affiliates, agents, or employees prior to the Effective Date. Assignee shall hereinafter have all rights to act and exercise all rights, powers, privileges, benefits and assumes all of the obligations of Assignor as "Declarant" under the Declaration, including but not limited to the Declarant Rights, and all right under the Articles and Bylaws.

4. **Indemnity by Assignee.** Assignee and the Assignee's successors and assigns hereby jointly and severally indemnify and hold the Assignor and any parent, subsidiary, participant, and affiliate of the Assignor, and their respective successors and assigns, harmless from and against any and all liabilities, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including attorney's fees (including, without limitation, contingency or similar fee arrangements) and expert witness fees, sustained or incurred by the Assignor, its parent, subsidiaries, participants, or affiliates or their respective successors and assigns, as a result of claims or causes of action arising out of the Assignee's right, title and interest as "Declarant" under the Declaration and pursuant to this Assignment, including but not limited to the Declarant Rights, after the Effective Date of this Assignment. The Assignee shall defend any such claim or cause of action brought or asserted against the Assignor pursuant to this Section at the expense of the Assignee, with counsel designated by the Assignor.

5. **Indemnity by Assignor.** Assignor and the Assignor's successors and assigns hereby jointly and severally indemnify and hold the Assignee and any parent, subsidiary, participant, and affiliate of the Assignee, and their respective successors and assigns, harmless from and against any and all liabilities, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including attorney's fees (including, without limitation, contingency or similar fee arrangements) and expert witness fees, sustained or incurred by the Assignee, its parent, subsidiaries, participants, or affiliates or their respective successors and assigns, as a result of claims or causes of action arising out of Assignor's right, title and interest as "Declarant" under the Declaration and pursuant to this Assignment, including but not limited to the Declarant Rights, prior to the Effective Date of this Assignment. The Assignor shall defend any such claim or cause of action brought or asserted against the Assignee arising out of any of the foregoing set forth in this Section at the expense of the Assignor, with counsel designated by the Assignee.

6. **Survival of Provisions.** This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Captions.** The captions of sections of this Assignment are for convenient reference only and are not to be construed in any way as part of this Assignment.

8. **Counterparts.** This Assignment may be executed in one or more duplicate counterparts, each of which shall, upon execution by all parties, be deemed to be an original.

9. **Governing Law.** This Assignment shall be construed and enforced under and pursuant to the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment on the date first set forth above.

"Assignor"

1862 Development, LLC, a Nevada limited liability company

By: RCD Holdings, LLC, a Nevada limited liability company, as Member and Manager

By: [Signature]
Name: Richard C. Dowdell
Title: Sole Member/Manager

Christy-lee Curtis
Witness

Print name: Christy-lee Curtis

[Signature]
Witness

Print name: Thomas Newman

STATE OF Missouri
COUNTY OF Taney

This instrument was acknowledged before me on October 12 2018 by Richard C. Dowdell, as Sole Member/Manager of RCD Holdings, LLC, a Nevada limited liability company, a Member and Manager of 1862 Development, LLC, a Nevada limited liability company

[Signature]
NOTARY PUBLIC

My commission expires: 7-1-2021

FLOYD ELLIOTT
Notary Public - Notary Seal
State of Missouri
Commissioned for Taney County
My Commission Expires: July 01, 2021
Commission Number: 13403536

[Signature]
Witness

Print name: Sharon David

Paula A. Murrey
Witness

Print name: Paula T. Murrey

"Assignee"

Orange Lake Country Club, Inc., a Florida corporation

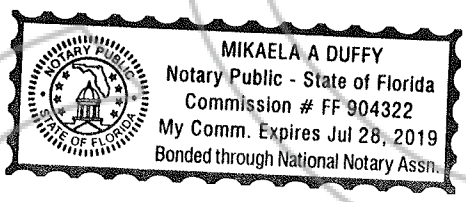
By: [Signature]

Name: Michael S. Thompson

Title: Sr. V.P.

STATE OF Florida
COUNTY OF Orange

This instrument was acknowledged before me on October 29th, 2018 by Michael S. Thompson, as Senior V.P. of Orange Lake Country Club, Inc., a Florida corporation.



[Signature]
NOTARY PUBLIC

My commission expires: 7-28-19