

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533390

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900506401		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OREGON RESORTS, LLC		02/02/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	EAGLE CREST ACQUISITION GROUP, LLC		
Street Address:	5600 Mariner St., Suite 200		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2276392	EAGLE CREST	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8135065180		
Email:	stephen.kelly@hwlaw.com, ipdocket@hwlaw.com		
Correspondent Name:	STEPHEN KELLY		
Address Line 1:	3700 BANK OF AMERICA PLAZA		
Address Line 2:	101 EAST KENNEDY BOULEVARD		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	13657-15		
NAME OF SUBMITTER:	Stephen E. Kelly		
SIGNATURE:	/Steve Kelly/		
DATE SIGNED:	07/24/2019		
Total Attachments: 179			
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ASSIGNMENT OF TRADE NAMES AND TRADEMARKS

THIS ASSIGNMENT OF TRADE NAMES AND TRADEMARKS (this “**Assignment**”) is executed as of February 2, 2018 (the “**Effective Date**”), by and between OREGON RESORTS, LLC, a Delaware limited liability company, EAGLE CREST RESORT DEVELOPMENT, LLC, a Delaware limited liability company, EAGLE CREST HOSPITALITY, LLC, a Delaware limited liability company, EAGLE CREST GOLF, LLC, a Delaware limited liability company, and EAGLE CREST RENTAL MANAGEMENT, LLC, a Delaware limited liability company (individually and collectively, “**Assignors**”), and EAGLE CREST ACQUISITION GROUP, LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

Pursuant to that certain Purchase and Sale Agreement dated October 5, 2017 as amended by that certain First Amendment to Purchase and Sale Agreement, dated as of October 16, 2017, that certain Second Amendment to Purchase and Sale Agreement, dated as of October 31, 2017, that certain Third Amendment to Purchase and Sale Agreement, dated as of November 6, 2017, that certain Fourth Amendment to Purchase and Sale Agreement, dated as of January 18, 2018, and as assigned to Assignee, between OREGON RESORTS, LLC, a Delaware limited liability company, and KDG CAPITAL, LLC, a Florida limited liability company (the “**PSA**”), Assignors have agreed, among other things, to sell the Assets to Assignee. Capitalized terms used in this Assignment without definition have the meanings given in the PSA.

The PSA requires that the Assignors and Assignee enter into this Assignment.

AGREEMENTS

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

Assignment. Assignors hereby irrevocably assign, sell, set over, transfer and convey to Assignee all of each Assignors’ right, title and interest in, to the Marks set forth on Schedule 1 attached hereto (the “**Marks**”), the Copyrights set forth on Schedule 2 attached hereto (the “**Copyrights**”), all Trade Secrets, and any other Intellectual Property of each Assignor (collectively, the “**Assigned Property**”).

Acceptance and Assumption. Assignee hereby accepts this Assignment and the rights granted herein, and Assignee hereby expressly assumes, for itself and its successors, assigns and legal representatives, the obligations of the Assigned Property accruing from and after the date hereof with respect thereto and agrees to (a) be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations and liability of each Assignor thereunder, which accrue from and after the date hereof, and (b) keep, perform and observe all of the covenants and conditions contained therein on the part of each Assignor to be kept, performed and observed, from and after the date hereof. Notwithstanding any provision hereof to the contrary, Assignee’s assumption of any such terms, covenants, agreements, provisions, conditions, obligations and liability shall not constitute any waiver or release of any obligation of any Assignor pursuant to

the PSA or any other document or agreement delivered by any Assignor pursuant to the PSA, all of which obligations and liabilities shall survive the delivery and execution of this Assignment.

General Provisions.

Further Assurances. Assignors and Assignee will, upon reasonable advance request from the other party, without further consideration, execute and deliver or cause to be executed, acknowledged and delivered all such further documentation as reasonably necessary to effect the assignment of the Assigned Property to Assignee in accordance with the PSA and this Assignment.

Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and each of which together shall constitute one and the same instrument.

Attorneys' Fees. If any action or proceeding is commenced by either party to enforce its rights under this Assignment, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs (including the cost of in-house counsel and appeals), in addition to any other relief awarded by the court.

Warranty of Signers. Each party executing and delivering this Assignment represents and warrants to the other parties that the individual executing and delivering this Assignment on behalf of such party has been duly authorized and empowered to make such execution and delivery.

Applicable Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Oregon.


Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

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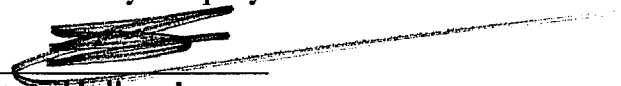
IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first written above.

ASSIGNORS:

OREGON RESORTS, LLC,
a Delaware limited liability company

By: 
Name: Simon Hallgarten
Title: Authorized Signatory

EAGLE CREST RESORT DEVELOPMENT, LLC,
a Delaware limited liability company

By: 
Name: Simon Hallgarten
Title: Authorized Signatory

EAGLE CREST HOSPITALITY, LLC,
a Delaware limited liability company

By: 


Name: Simon Hallgarten

Title: Authorized Signatory

EAGLE CREST GOLF, LLC,
a Delaware limited liability company

By: _____
Name: Simon Hallgarten
Title: Authorized Signatory

EAGLE CREST RENTAL MANAGEMENT, LLC,
a Delaware limited liability company

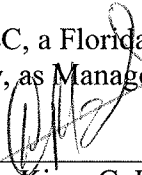
By: 
Name: Simon Hallgarten
Title: Authorized Signatory

ASSIGNEE:

Eagle Crest Acquisition Group, LLC,
a Delaware limited liability company

By: Eagle Crest Acquisition Manager, LLC,
a Delaware limited liability company, as Manager

By: KDG Capital, LLC, a Florida limited
liability company, as Manager

By: 

Dr. Kiran C. Patel, as Manager

Schedule 1

Marks

1. Oregon Trade or Service Mark: “**Eagle Crest**”
Renewed on April 18, 2014 for a five-year period (until April 18, 2019).

Schedule 2

Copyrights

None.

102428267.2

PURCHASE AND SALE AGREEMENT

Dated as of October 5, 2017

by and between

Oregon Resorts, LLC

as

Seller

and

KDG Capital, LLC

as

Buyer

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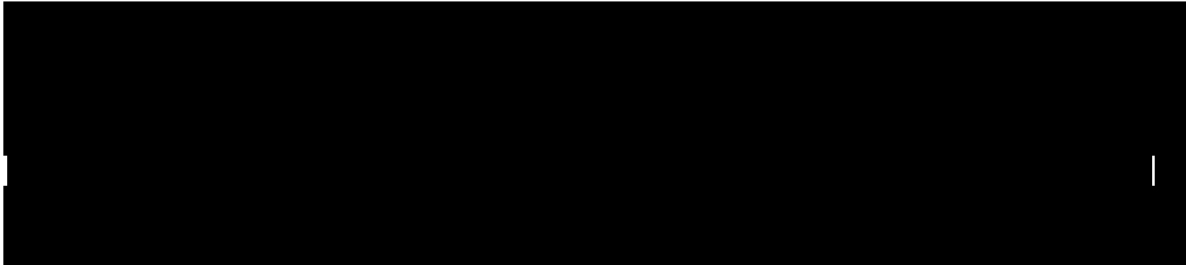
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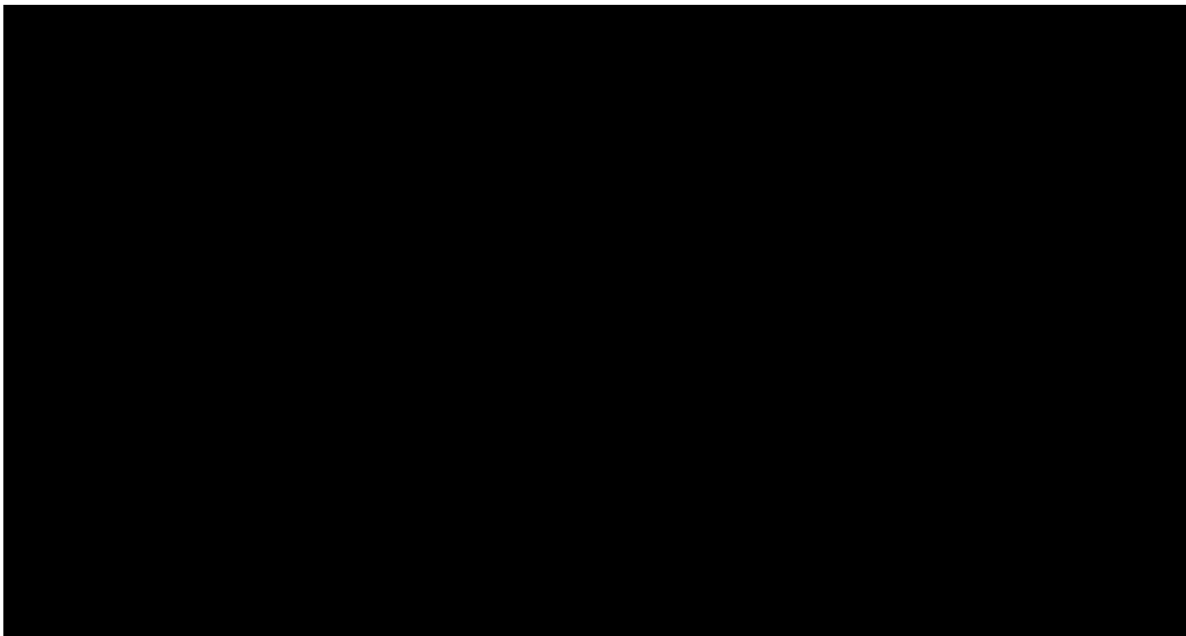
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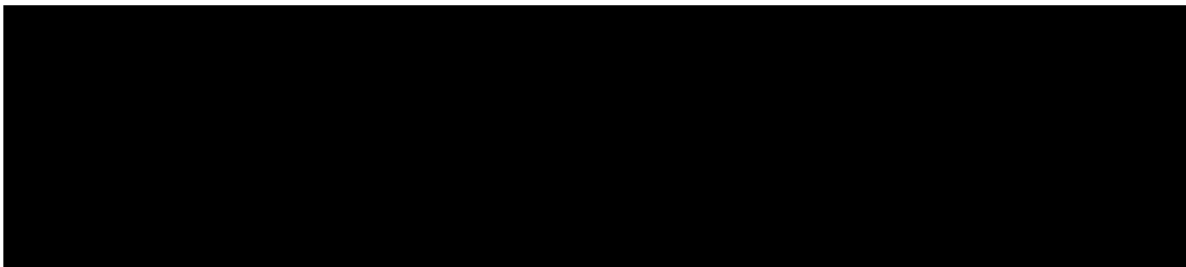


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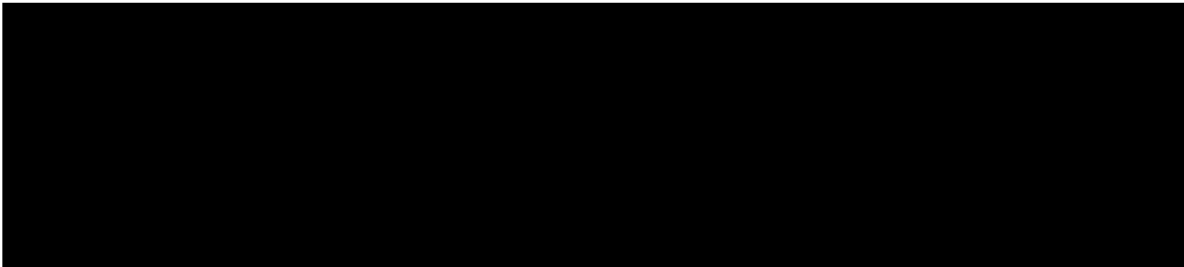
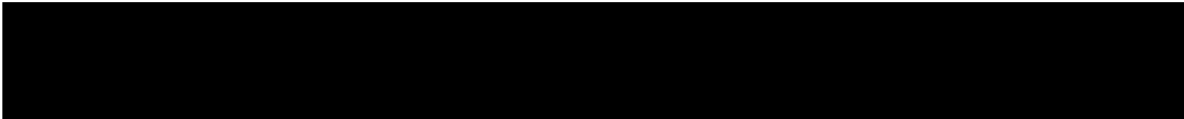

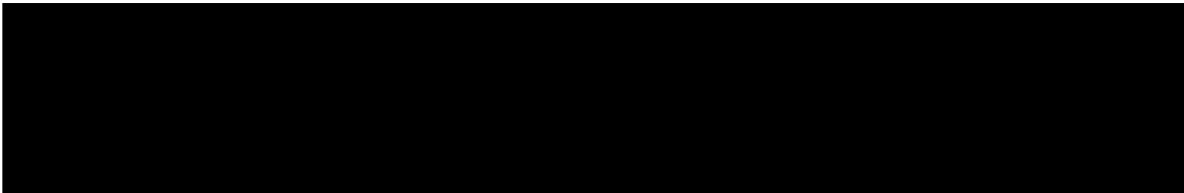

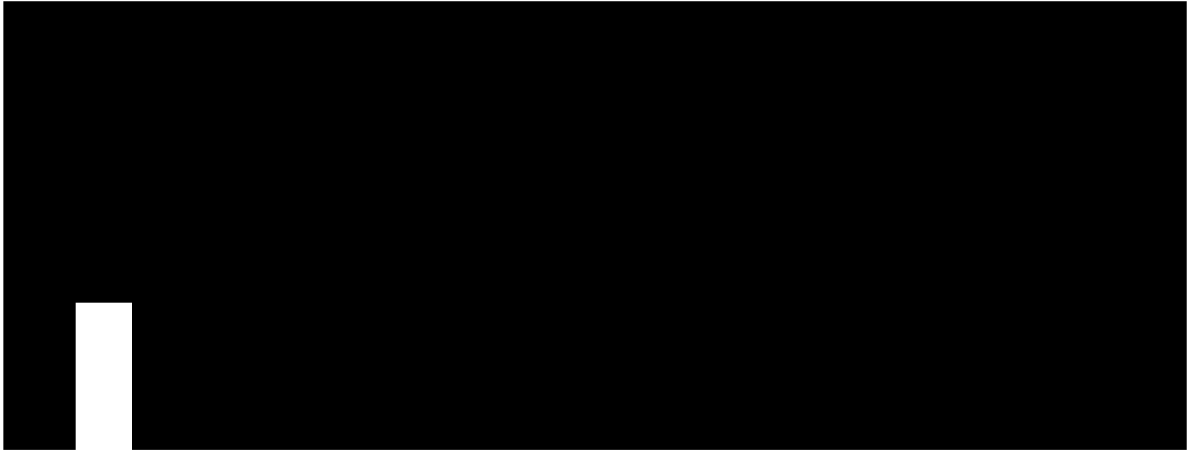
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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") dated as of October 5, 2017 (the "Effective Date"), by and between **KDG Capital**, a Florida limited liability company ("Buyer"), and **Oregon Resorts, LLC**, a Delaware limited liability company ("Seller").

RECITALS:

A. Seller owns one hundred percent (100%) of the membership interests in each of Eagle Crest Resort Development, LLC, a Delaware limited liability company ("Development"), Eagle Crest Management, LLC, a Delaware limited liability company ("Management"), Eagle Crest Hospitality, LLC, a Delaware limited liability company ("Hospitality"), Eagle Crest Golf, LLC, a Delaware limited liability company ("Golf"), and Eagle Crest Rental Management, LLC, a Delaware limited liability company ("Rental"), and individually and collectively (as the context may require) the "Subsidiaries").

B. Seller desires to cause Development to sell, assign and convey to Buyer the Resort Assets (defined below), and Buyer desires to purchase from Development the Resort Assets, on the terms and conditions set forth herein;

C. Seller desires to cause Hospitality to sell, assign and convey to Buyer the Hospitality Assets (defined below), and Buyer desires to purchase from Hospitality the Hospitality Assets, on the terms and conditions set forth herein;

D. Seller desires to cause Golf to sell, assign and convey to Buyer the Golf Assets (defined below), and Buyer desires to purchase from Golf the Golf Assets, on the terms and conditions set forth herein;

E. Seller desires to cause Rental to sell, assign and convey to Buyer the Rental Assets (defined below), and Buyer desires to purchase from Rental the Rental Assets, on the terms and conditions set forth herein; and

F. Seller desires to sell, assign and convey to Buyer the Membership Interests and Buyer desires to purchase and assume from Seller the Membership Interests, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises, covenants and other agreements contained within this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. Capitalized terms used in this Agreement and not defined elsewhere in this Agreement are defined below. Other terms not defined below are defined elsewhere in this Agreement, on the page set forth opposite each such term in the Index of Defined Terms.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Golf Assets" means the assets of Golf as described on Schedule 1.1-A attached hereto.

"Golf Courses" means the golf courses constituting a portion of the Golf Assets and described on Schedule 1.1-B attached hereto.

[REDACTED]

[REDACTED]

"Hospitality Assets" means the assets of Hospitality as described on Schedule 1.1-C attached hereto.

"Hotel" means the hotel operated on the Real Property, including the related conference facilities, but excluding the timeshare program operated by a third party within the same building.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Intellectual Property" means all intellectual property rights arising from or associated with the following: (i) trade names, trademarks and service marks (registered and unregistered), domain names and other Internet addresses or identifiers, trade dress and similar rights, and applications (including intent to use applications) to register any of the foregoing (collectively, "Marks"); (ii) patents and patent applications; (iii) copyrights (registered and unregistered) and applications for registration (collectively, "Copyrights"); (iv) know-how, inventions, methods, processes, technical data, specifications, research and development information, technology, product roadmaps, customer lists and any other information, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use, excluding any Copyrights or patents that may cover or protect any of the foregoing (collectively, "Trade Secrets"); and (v) moral rights, publicity rights, data base rights and any other proprietary or intellectual property rights of any kind or nature that do not comprise or are not protected by Marks, patents, Copyrights or Trade Secrets.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Rental Assets" means the assets of Rental as described on Schedule 1.1-D attached hereto.

"Resort Assets" means the assets of Resort as described on Schedule 1.1-E attached hereto.

[REDACTED]

[REDACTED]

[REDACTED]

"Subsidiary" means individually each of Development, Management, Hospitality, Golf and Rental.

[REDACTED]

[REDACTED]

[REDACTED]

1.2 Other Definitional and Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the starting reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(b) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(c) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(d) Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(e) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(f) Schedules and Exhibits. The Schedules and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. References herein to a specific Section, Subsection, Recital, Schedule or Exhibit shall refer, respectively, to Sections, Subsections, Recitals, Schedules or Exhibits of this Agreement.

ARTICLE II

PURCHASE AND SALE; CLOSING

2.1 Purchase and Sale.

(a) On the terms and subject to the conditions set forth within this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller's right, title and interest in and to the following (collectively, the "Assets"), for an aggregate purchase price of [REDACTED] (the "Purchase Price");

(i) Fee title to the portions of the Real Property described on Exhibit A-1, the leasehold interest to the portions of the Real Property described on Exhibit A-2, and title to the Improvements together with (a) all easements, rights-of-way, development rights, entitlements, air rights and appurtenances relating or appertaining to the Real Property and/or the Improvements, (b) all water wells, streams, creeks, ponds, lakes or other bodies of water in, on or under the Real Property, whether such rights are riparian, appropriate, prescriptive or otherwise, and all water rights, water allocations and water stock (including any contract rights to any such water rights), (c) all sewer, septic and waste disposal rights and interests applicable or appurtenant to and/or used in connection with the operation of the Improvements, and (d) all minerals, oil, gas and other hydrocarbons located in, on or under the Real Property, together with all rights to surface or subsurface entry, free and clear of any and all liens, liabilities, encumbrances, exceptions and claims, other than the Permitted Title Exceptions (collectively the "Real Property");

(ii) All equipment, machinery, tools, appliances, furnishings, furniture, fixtures, trade fixtures, goods held for resale, merchandise, pro shop inventory, food and beverage inventory, consumables (opened and unopened), fertilizer and pesticide inventory, supplies, telephone and computer equipment and other items of tangible personal property located on the Real Property, in the Improvements, or used in connection with the business of owning, operating, maintaining and/or managing the Real Property, including those items set forth on Schedule 2.1(a)(ii), attached hereto and incorporated herein by reference, which Personal Property shall be free and clear of any and all liens, liabilities, encumbrances and claims, other than the Assumed Contracts (collectively the "Personal Property" and together with the Real Property the "Property");

(iii) [REDACTED]

(iv) [REDACTED]

(v) All intangible personal property not otherwise described in this Section 2.1 and relating to the Assets including: (a) [REDACTED]

[REDACTED]; (c) the telephone numbers, facsimile numbers, domain names and any e-mail addresses and metatag rights relating to any of the Assets; (d) all goodwill relating to the business of owning, operating, maintaining and managing the Assets; (e) all advertising campaigns and marketing or promotional materials relating to the Assets; (f) all artwork, photographs and other intellectual property utilized in conjunction with the ownership, operation and/or management of the Assets; (g) all internet sites relating to the Assets; and (h) all changes, additions, substitutions and replacements for any of the foregoing (collectively, the "Intangibles");

(vi) [REDACTED]

(vii) Any and all rights of Seller and the Subsidiaries in and to the Intellectual Property, including the trade name "Eagle Crest", "Ridge Course", "Challenge Course", "Resort Course", "Aerie Café", "Greenside Café", "The Dive", and any and all derivatives and forms thereof, together with all trademarks, service marks and logos, whether or not registered, and all trademarks, service marks, logos, fictitious business names and other intellectual property registrations or filings with regard to the foregoing;

(viii) [REDACTED]

(ix) [REDACTED]

(x) [REDACTED]

(xi) Any and all rights of Seller and the Subsidiaries in the Resort Assets, the Golf Assets, the Hospitality Assets and the Rental Assets;

(xii) All leases for any portion of the Real Property, together with all deposits held by Seller thereunder; and

(xiii) [REDACTED]

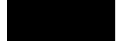
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(c)



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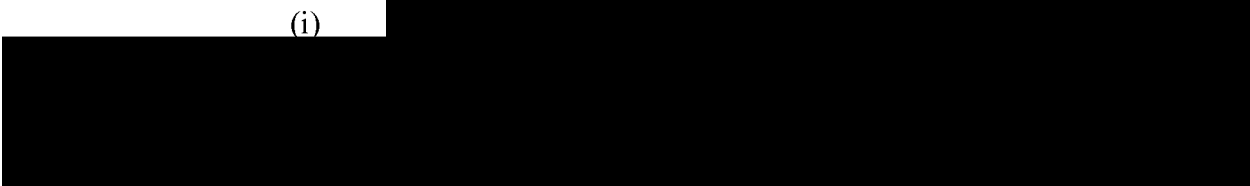
(a)



(b)



(i)



[REDACTED]

(ii)

[REDACTED]

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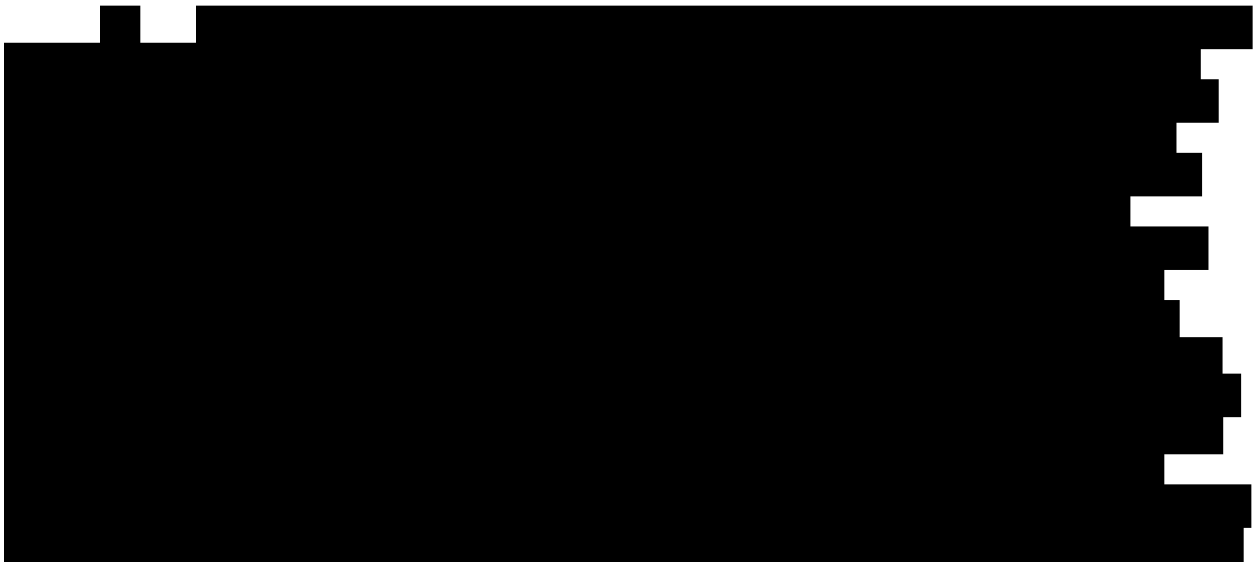
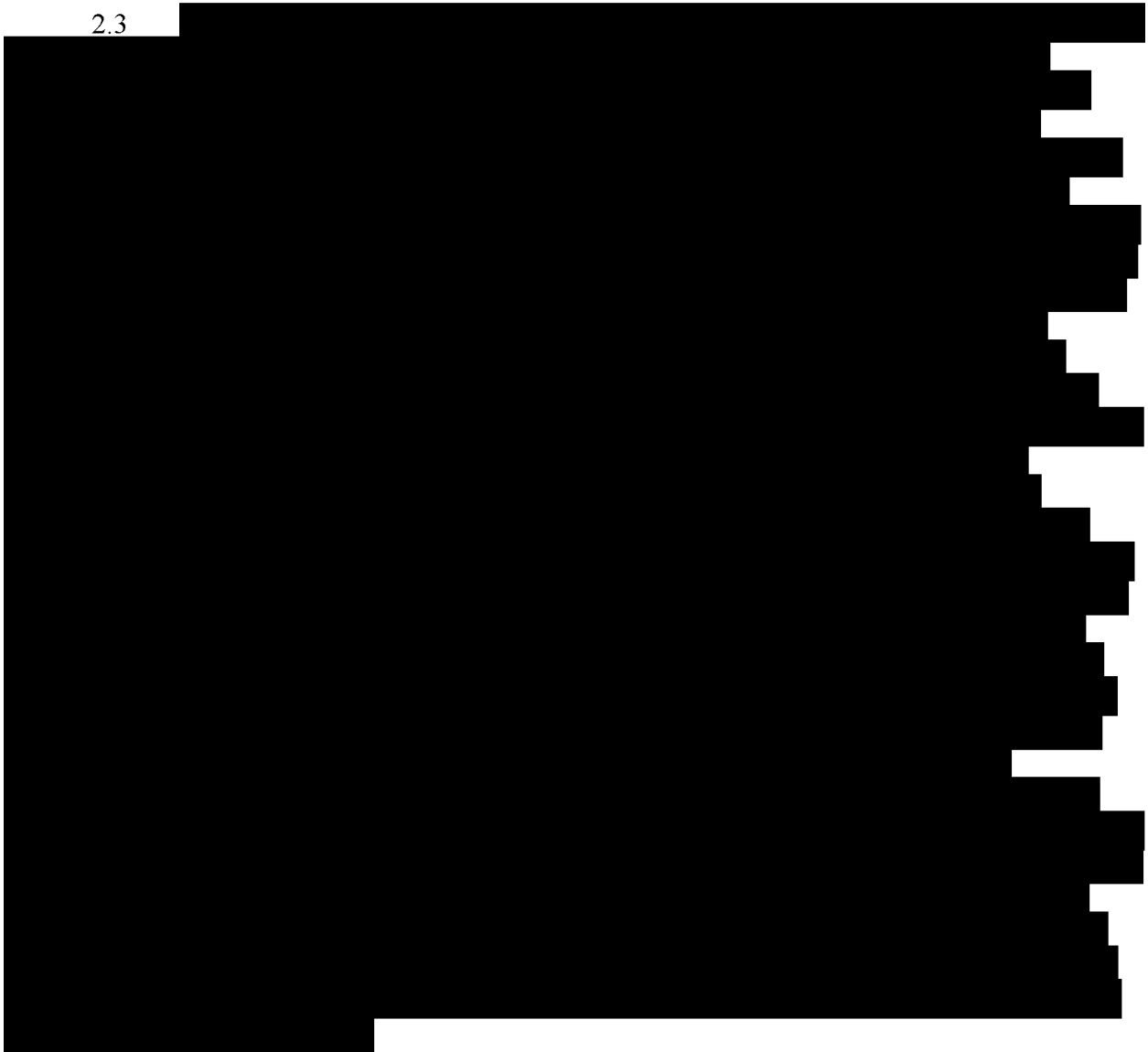
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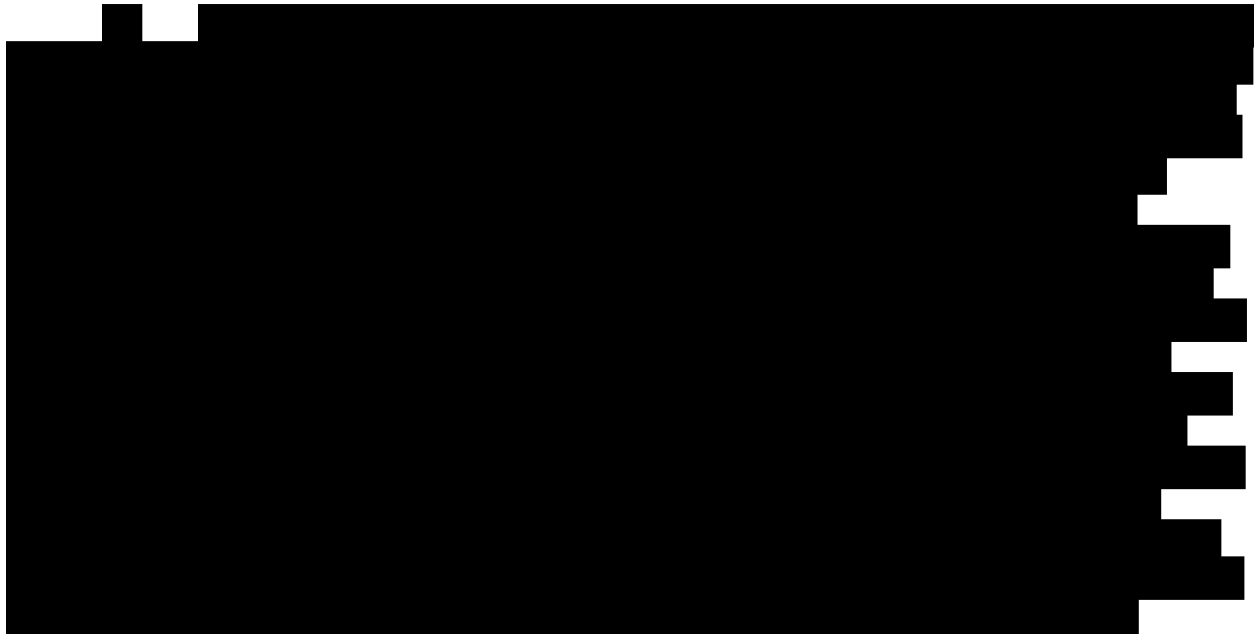
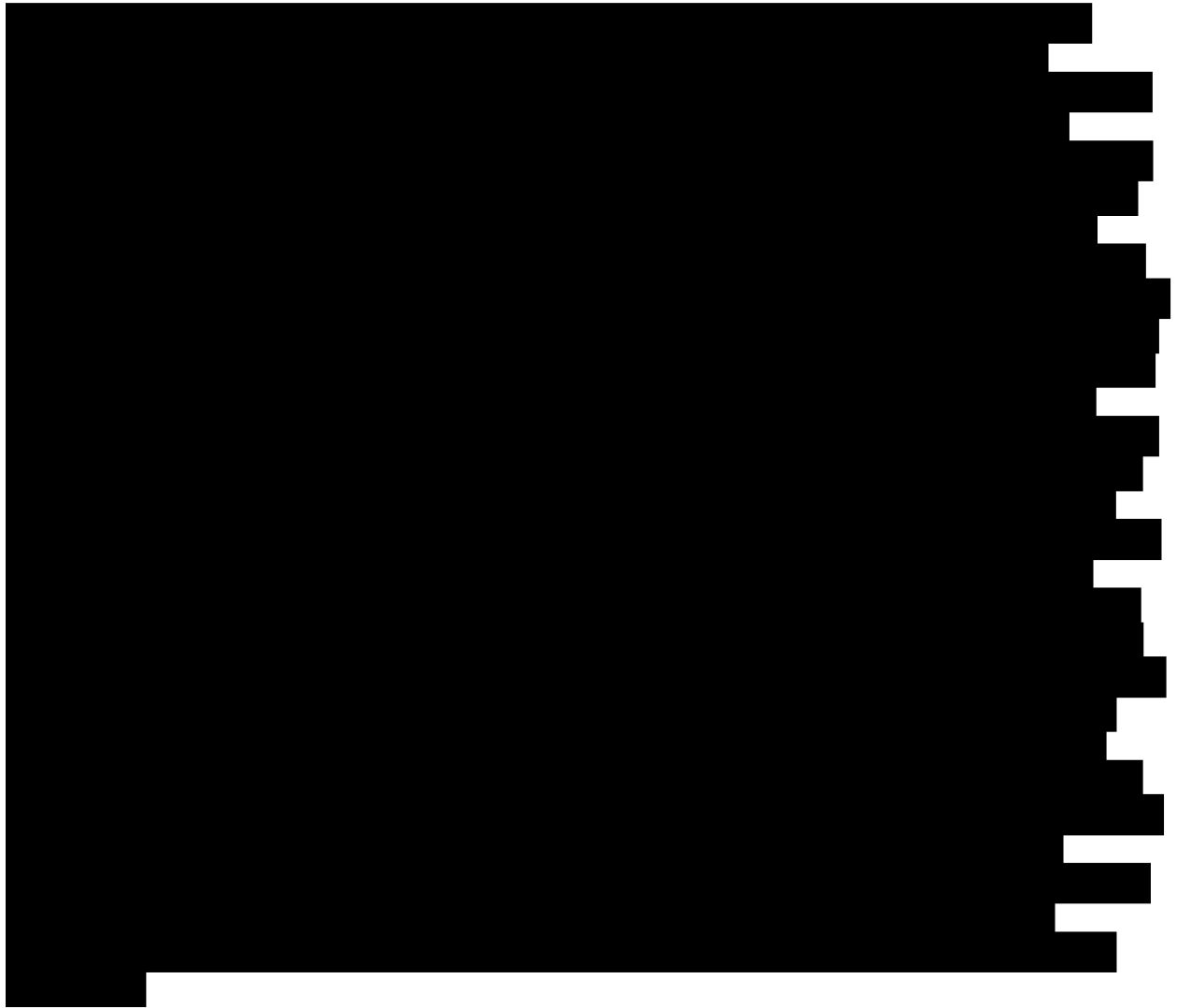
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ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

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ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

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ARTICLE V

COVENANTS OF SELLER

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ARTICLE VI

COVENANTS OF BUYER

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ARTICLE VII

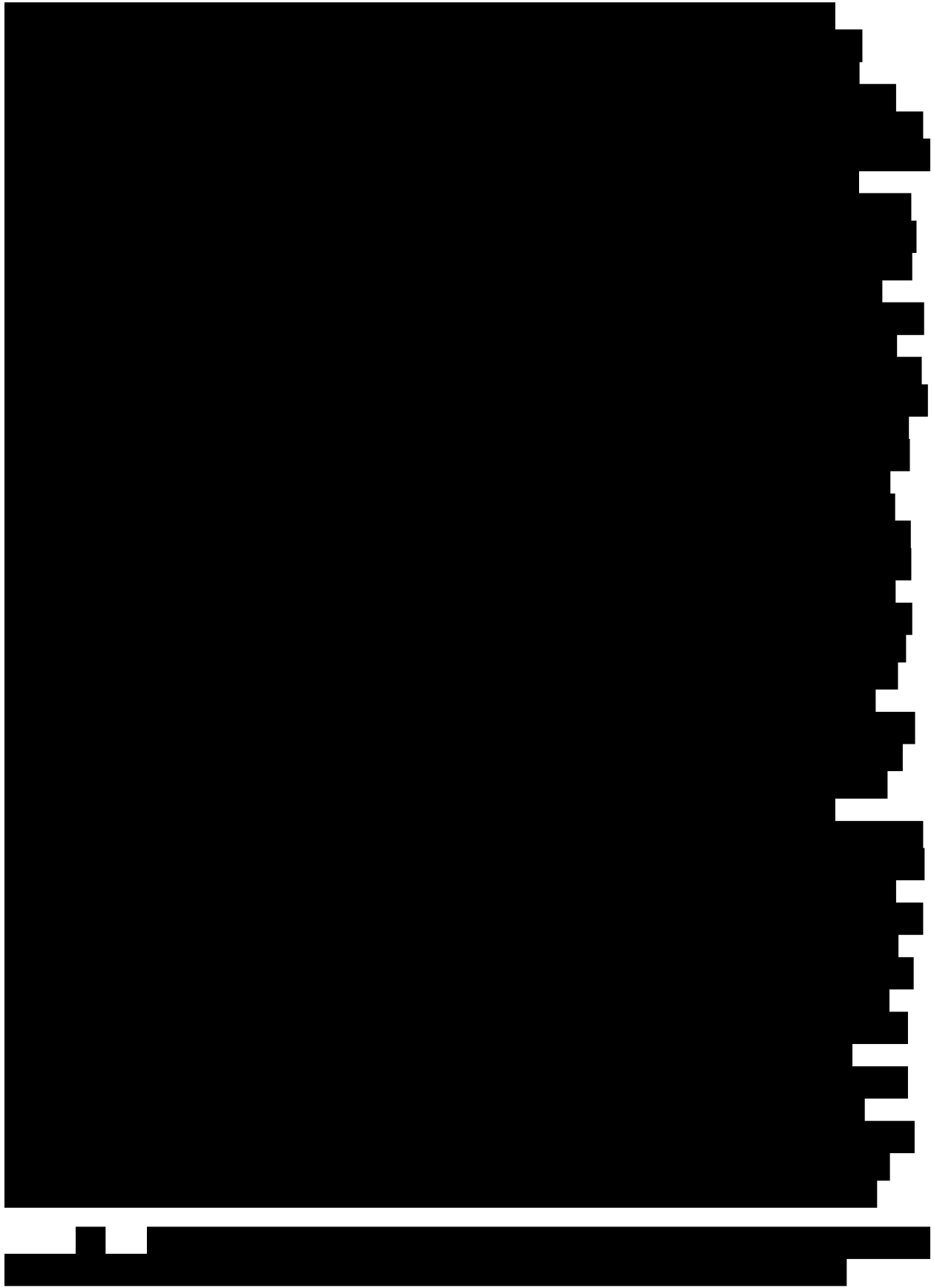
COVENANTS OF SELLER AND BUYER

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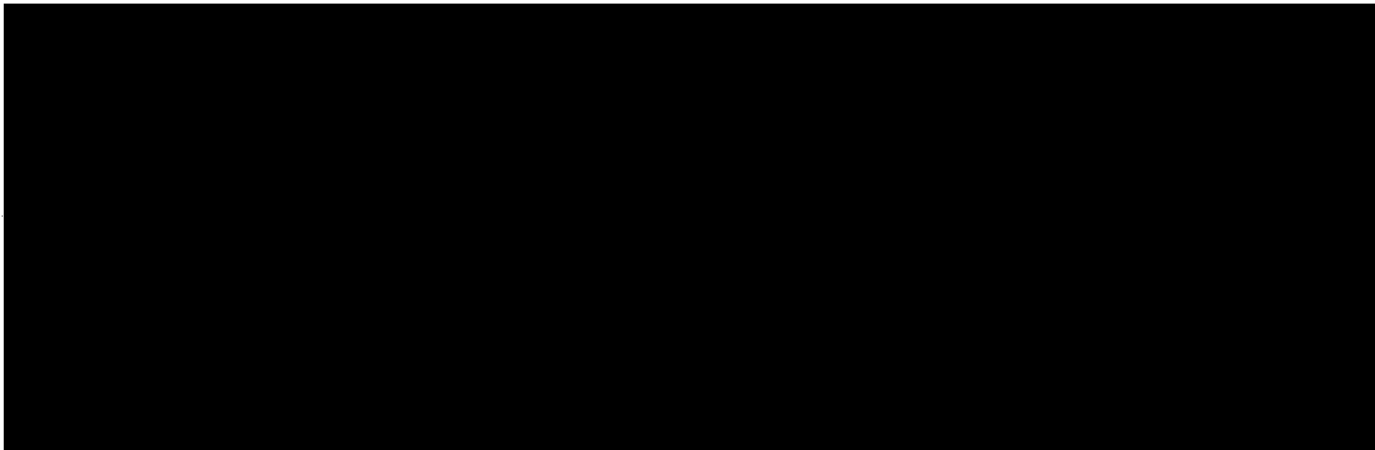
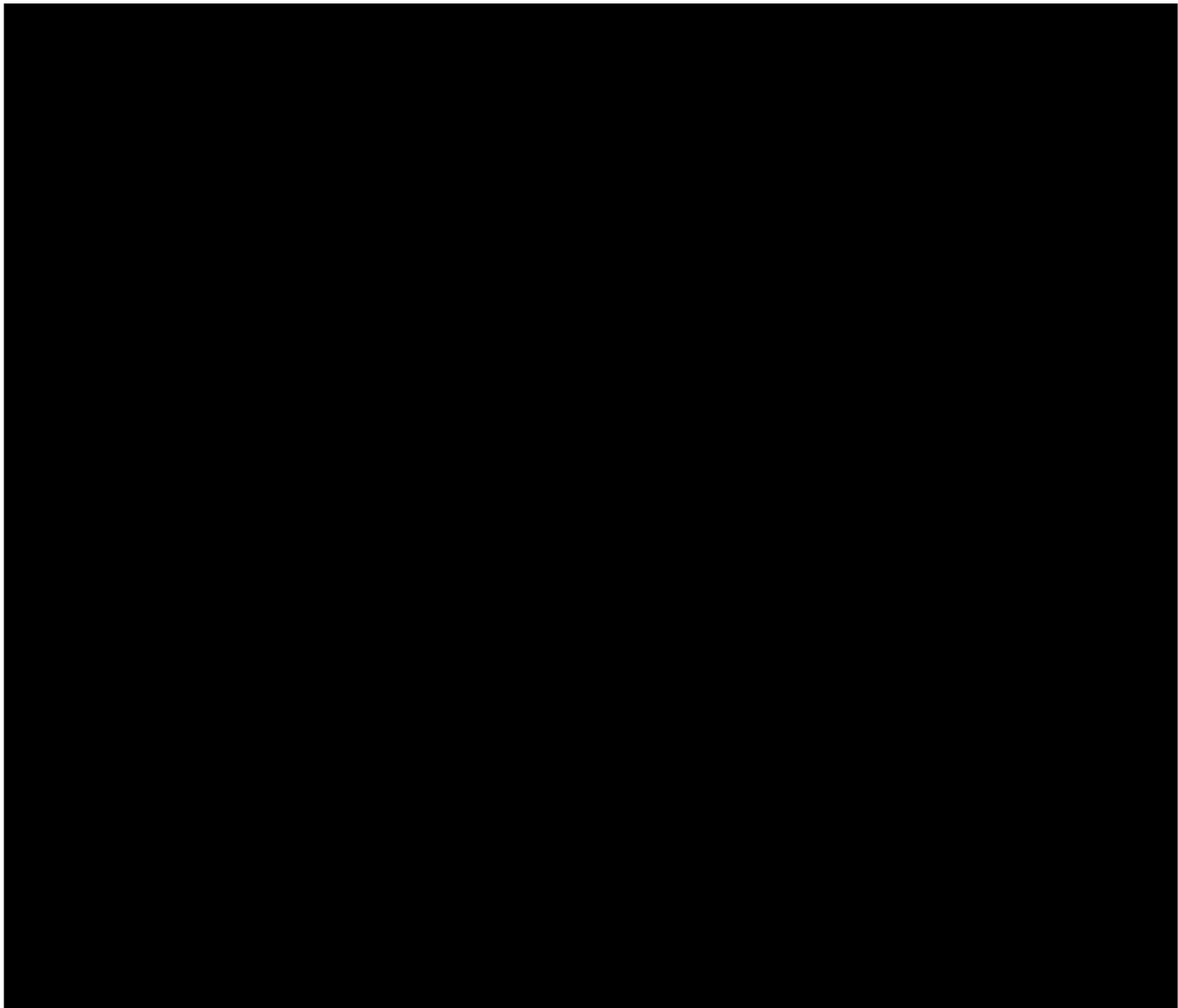
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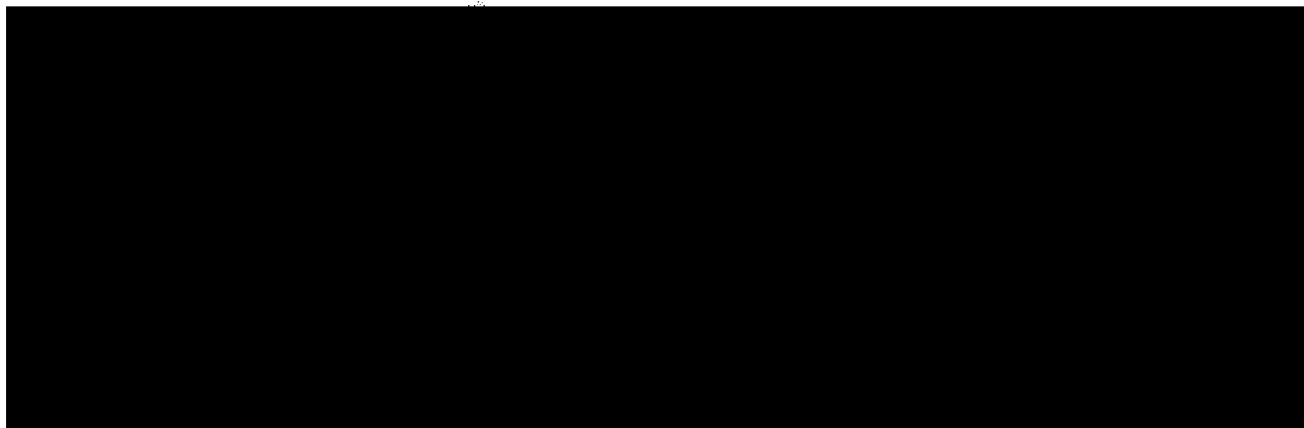
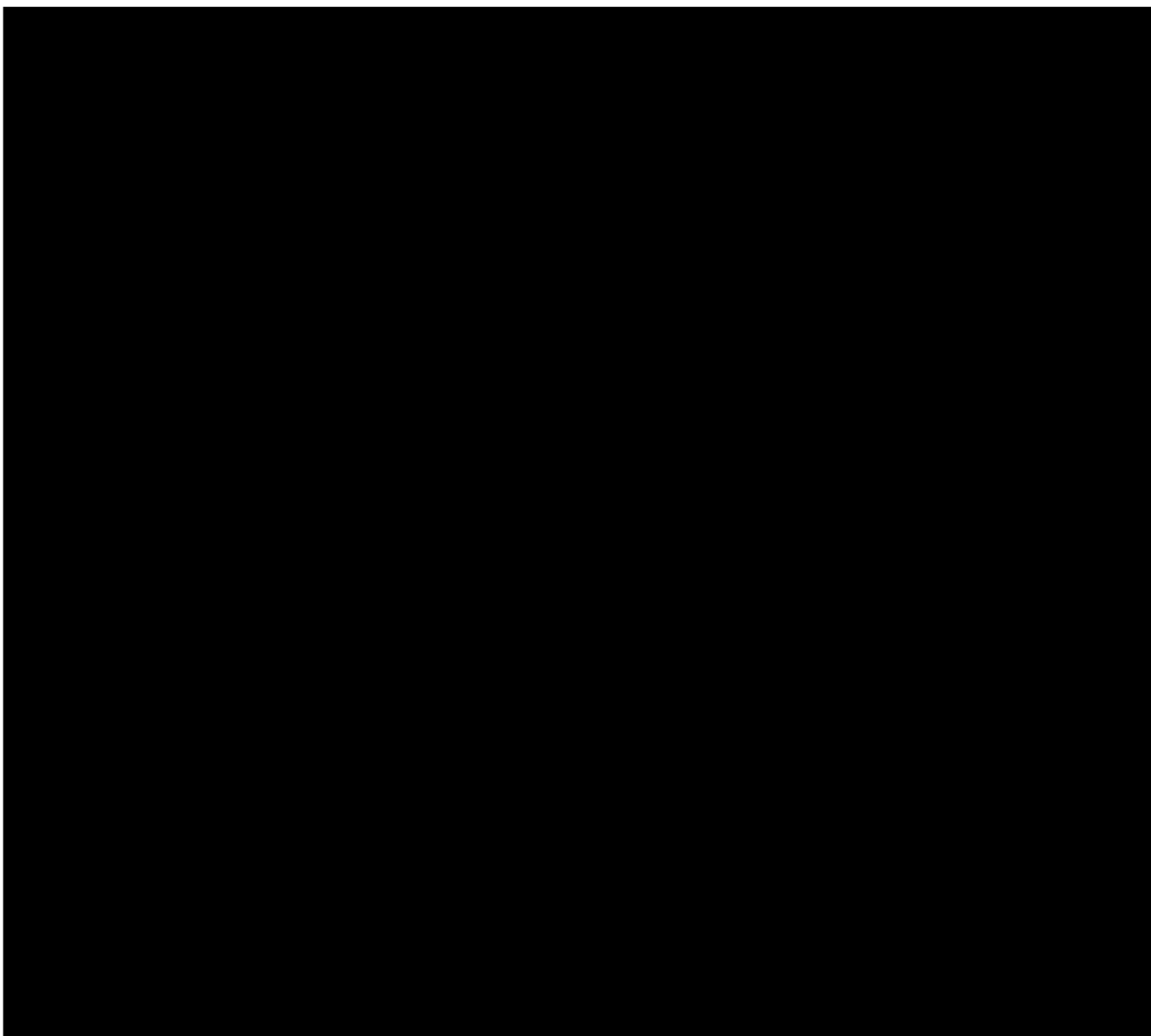
ARTICLE VIII

TERMINATION OF AGREEMENT

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ARTICLE IX

CONDITIONS TO THE CLOSING; CLOSING COSTS AND PRORATIONS

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ARTICLE X

SURVIVAL AND REMEDY; INDEMNIFICATION

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ARTICLE XI

MISCELLANEOUS

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11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon (without regard to conflict of law principles thereof).

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IN WITNESS WHEREOF, this Agreement has been executed on behalf of each of the parties hereto as of the day and year first above written.

BUYER:

KDG CAPITAL, LLC, a Florida limited liability company

By: _____

Name: Dr. Kiran C. Patel

Title: Manager

SELLER:

OREGON RESORTS, LLC,
a Delaware limited liability company

By: _____


Name: **Simon Hailgarten**

Title: **Authorized Signatory**

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each of the parties hereto as of the day and year first above written.

BUYER:

KDG CAPITAL, LLC, a Florida limited liability company

By: 
Name: Dr. Kiran C. Patel

Title: Manager

SELLER:

OREGON RESORTS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit A-1

Real Property Owned in Fee

(see attached)

Exhibit A

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Exhibit A-2
Leased Real Property

(see attached)

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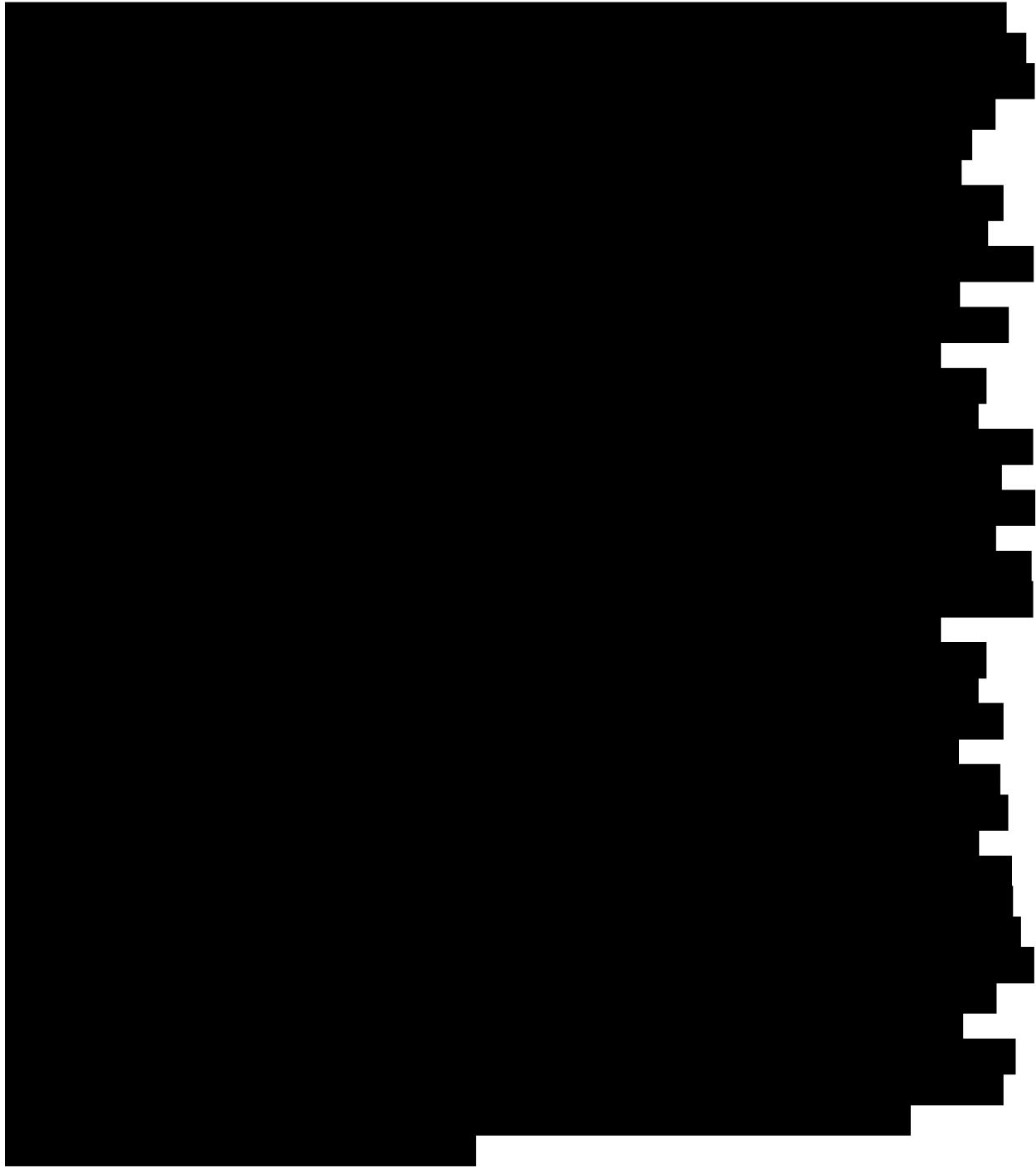


EXHIBIT B

FORM OF ASSIGNMENT OF MEMBERSHIP INTERESTS

ASSIGNMENT OF MEMBERSHIP INTEREST

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EXHIBIT C
SPECIAL WARRANTY DEED

(see attached)

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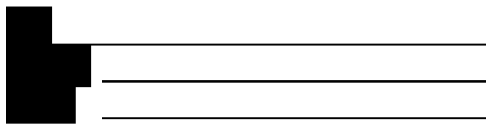
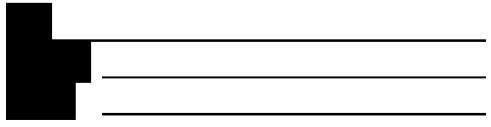
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EXHIBIT A

Legal Description

(see attached)

Exhibit A

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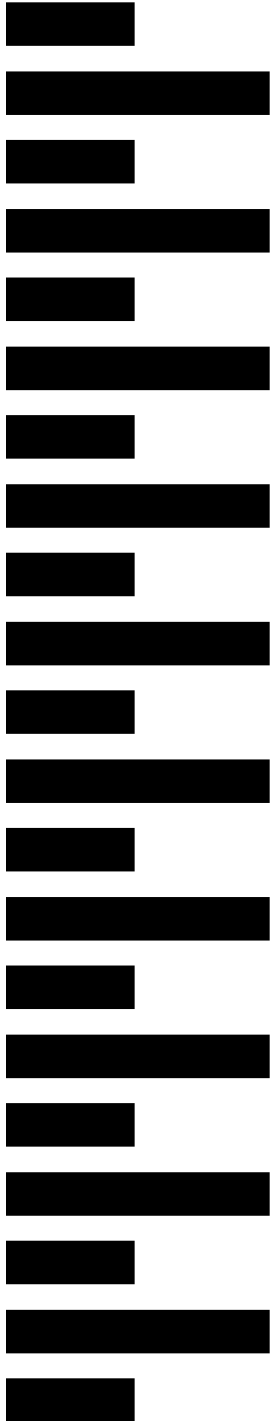
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EXHIBIT B

Exceptions

(attached)

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EXHIBIT E

FORM OF BILL OF SALE AND GENERAL ASSIGNMENT

BILL OF SALE AND GENERAL ASSIGNMENT

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Schedule 1

Assumed Contracts



EXHIBIT F

FORM OF ASSIGNMENT OF TRADE NAMES AND TRADEMARKS

ASSIGNMENT OF TRADE NAMES AND TRADEMARKS

THIS ASSIGNMENT OF TRADE NAMES AND TRADEMARKS (this "Assignment") is executed as of _____ (the "Effective Date"), by and between _____ ("Assignor"), and _____ ("Assignee").

RECITALS

Pursuant to that certain Purchase and Sale Agreement dated _____, 2017 (as amended, the "PSA"), between Oregon Resorts, LLC ("Seller") and [KDG Capital], Assignor has agreed, among other things, to sell the Assets to Assignee. Capitalized terms used in this Assignment without definition have the meanings given in the PSA.

The PSA requires that Assignor and Assignee enter into this Assignment.

AGREEMENTS

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

Assignment. Assignor hereby irrevocably assign, sell, sets over, transfers and conveys to Assignee all of Assignor's right, title and interest in, to Marks set forth on Schedule 1 attached hereto (the "Marks"), the Copyrights set forth on Schedule 2 attached hereto (the "Copyrights"), all Trade Secrets, and any other Intellectual Property of Assignor (collectively, the "Assigned Property").

Acceptance and Assumption. Assignee hereby accepts this Assignment and the rights granted herein, and Assignee hereby expressly assumes, for itself and its successors, assigns and legal representatives, the obligations of the Assigned Property accruing from and after the date hereof with respect thereto and agrees to (a) be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations and liability of Assignor thereunder, which accrue from and after the date hereof, and (b) keep, perform and observe all of the covenants and conditions contained therein on the part of Assignor to be kept, performed and observed, from and after the date hereof. Notwithstanding any provision hereof to the contrary, Assignee's assumption of any such terms, covenants, agreements, provisions, conditions, obligations and liability shall not constitute any waiver or release of any obligation of Assignor pursuant to the PSA or any other document or agreement delivered by Assignor pursuant to the PSA, all of which obligations and liabilities shall survive the delivery and execution of this Assignment.

General Provisions.

Further Assurances. Assignor and Assignee will, upon reasonable advance request from the other party, without further consideration, execute and deliver or cause to be executed, acknowledged and delivered all such further documentation as reasonably necessary to effect the assignment of the Assigned Property to Assignee in accordance with the PSA and this Assignment.

Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and each of which together shall constitute one and the same instrument.

Attorneys' Fees. If any action or proceeding is commenced by either party to enforce its rights under this Assignment, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs (including the cost of in-house counsel and appeals), in addition to any other relief awarded by the court.

Warranty of Signers. Each party executing and delivering this Assignment represents and warrants to the other parties that the individual executing and delivering this Assignment on behalf of such party has been duly authorized and empowered to make such execution and delivery.

Applicable Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Oregon.

Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first written above.

ASSIGNOR:

By: _____

Name: _____

Title: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

Schedule 1

Marks

1. Oregon Trade or Service Mark: "Eagle Crest"
Renewed on April 18, 2014 for a five-year period (until April 18, 2019).

Schedule 2

Copyrights

None

EXHIBIT G

FORM OF ASSIGNMENT OF PERMITS, INTANGIBLES AND ENTITLEMENTS

ASSIGNMENT OF PERMITS, INTANGIBLES AND ENTITLEMENTS

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Schedule 1

Permits

(see attached)

EXHIBIT H

FORM OF ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP PROGRAM,

MEMBERSHIPS, AND MEMBERSHIP AGREEMENTS

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP PROGRAM, MEMBERSHIPS, AND
MEMBERSHIP AGREEMENTS

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Schedule 1

Membership Agreements

(see attached)

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TRADEMARK
REEL: 006702 FRAME: 0779



EXHIBIT I
FORM OF FIRPTA

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EXHIBIT J

FORM OF OWNER'S AFFIDAVIT

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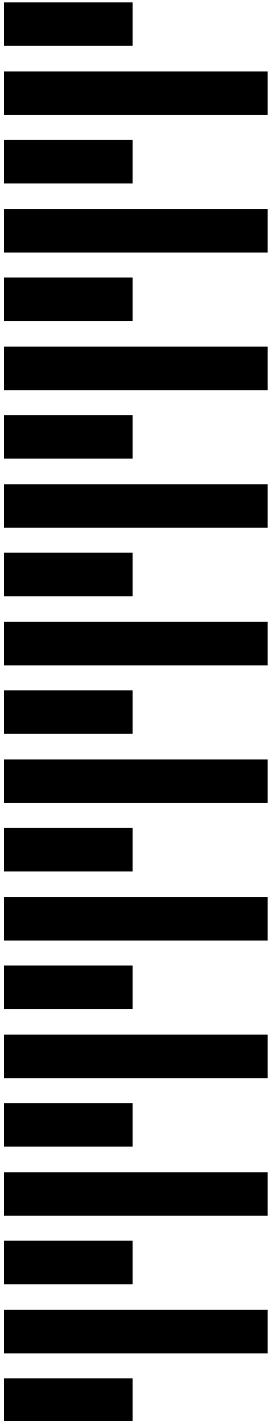
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Schedule 1
Declarations and Agreements

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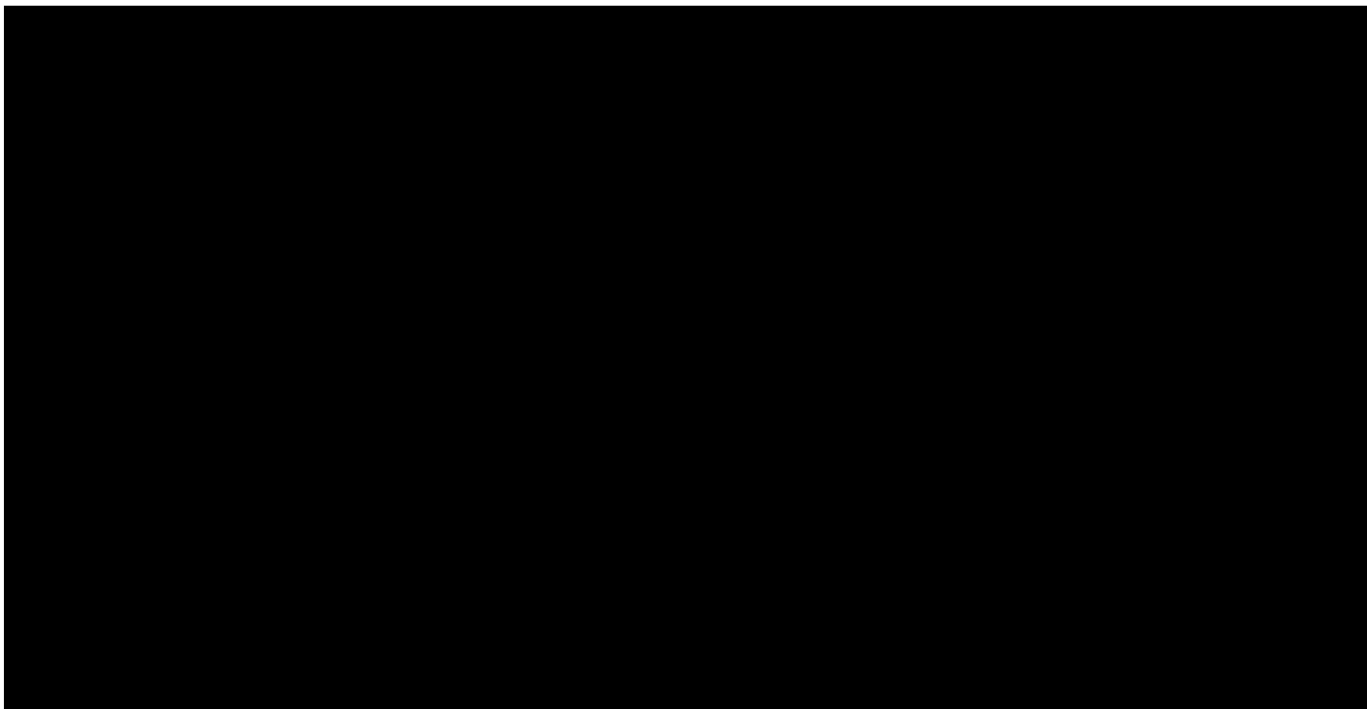
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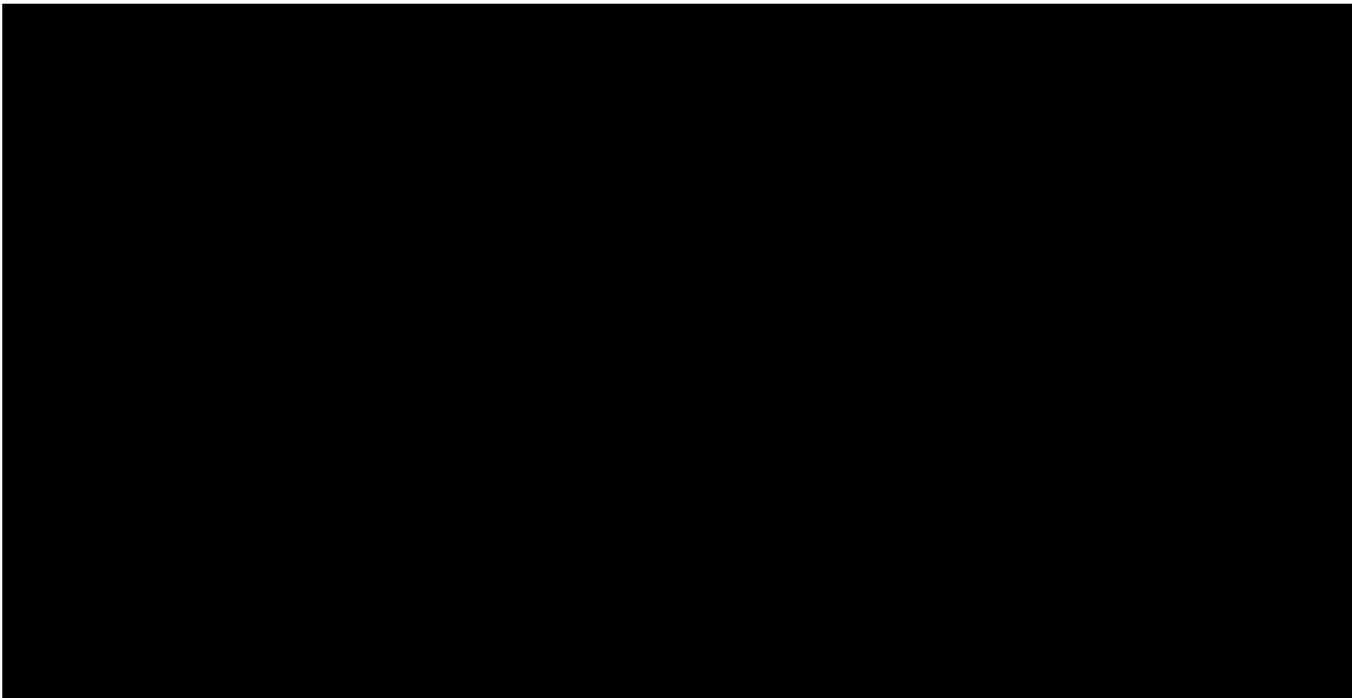
[REDACTED]

Schedule 1.1-A
Golf Assets

(see attached)



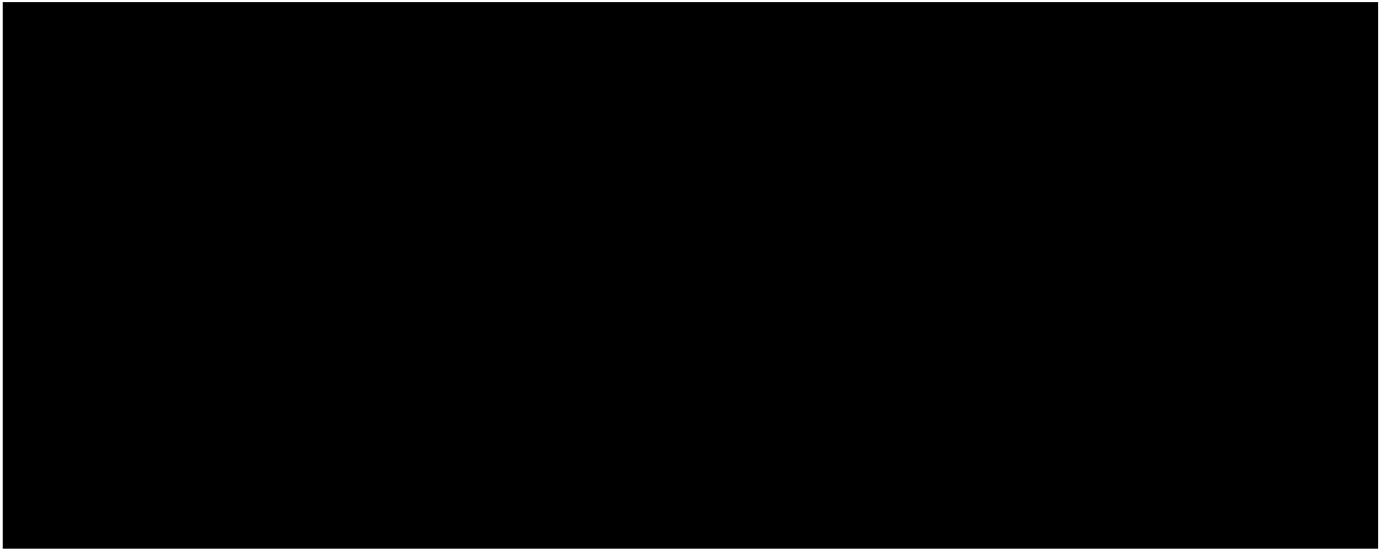


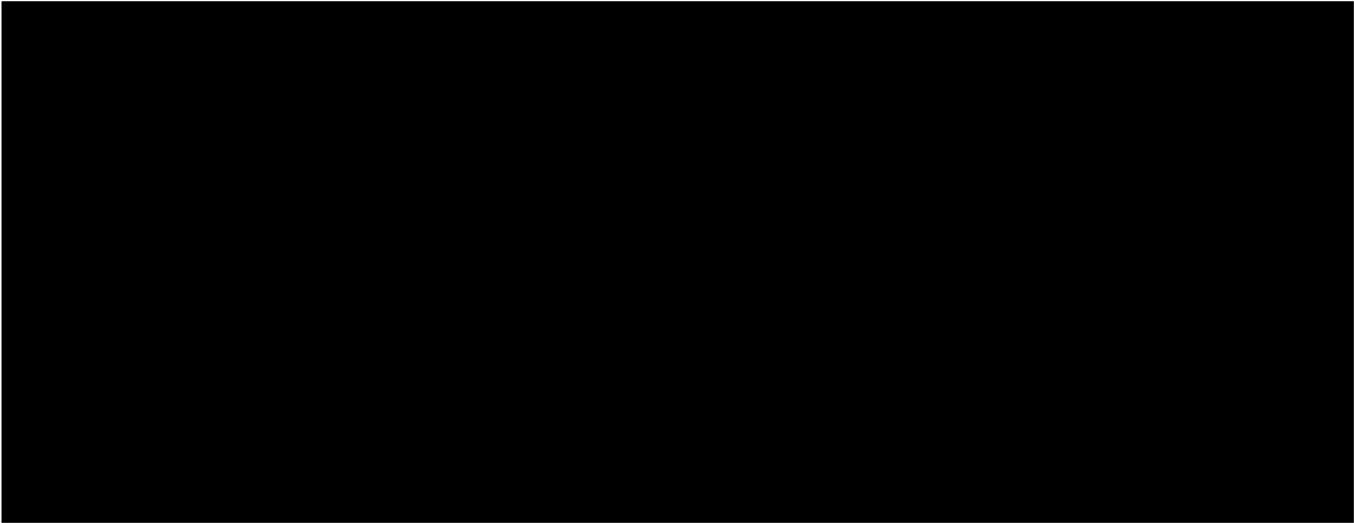


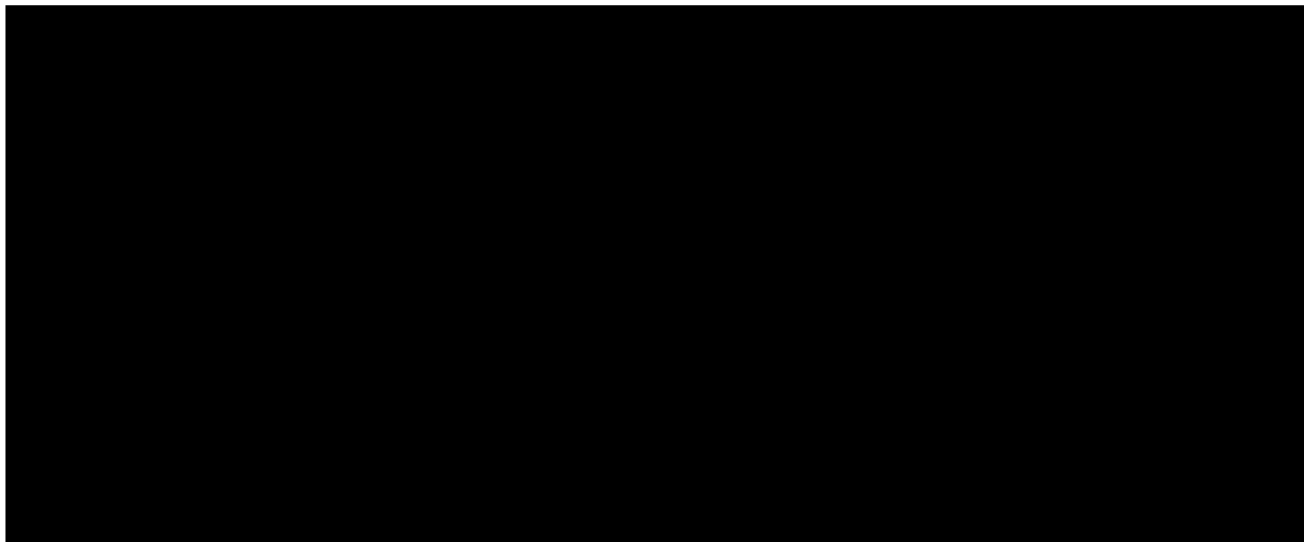
Schedule 1.1-B
Golf Courses

[REDACTED]

Schedule 1.1-C
Hospitality Assets
(see attached)





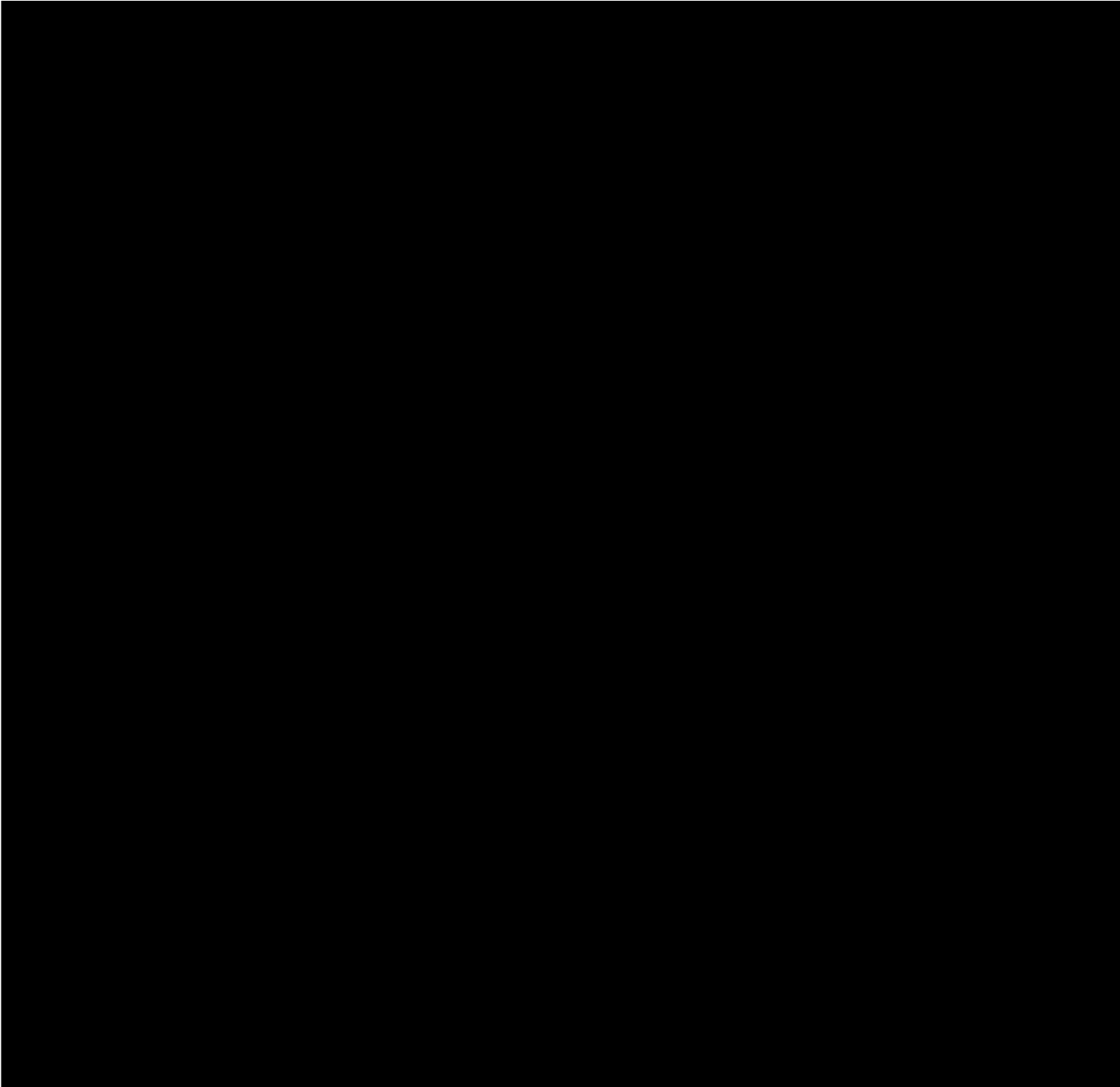


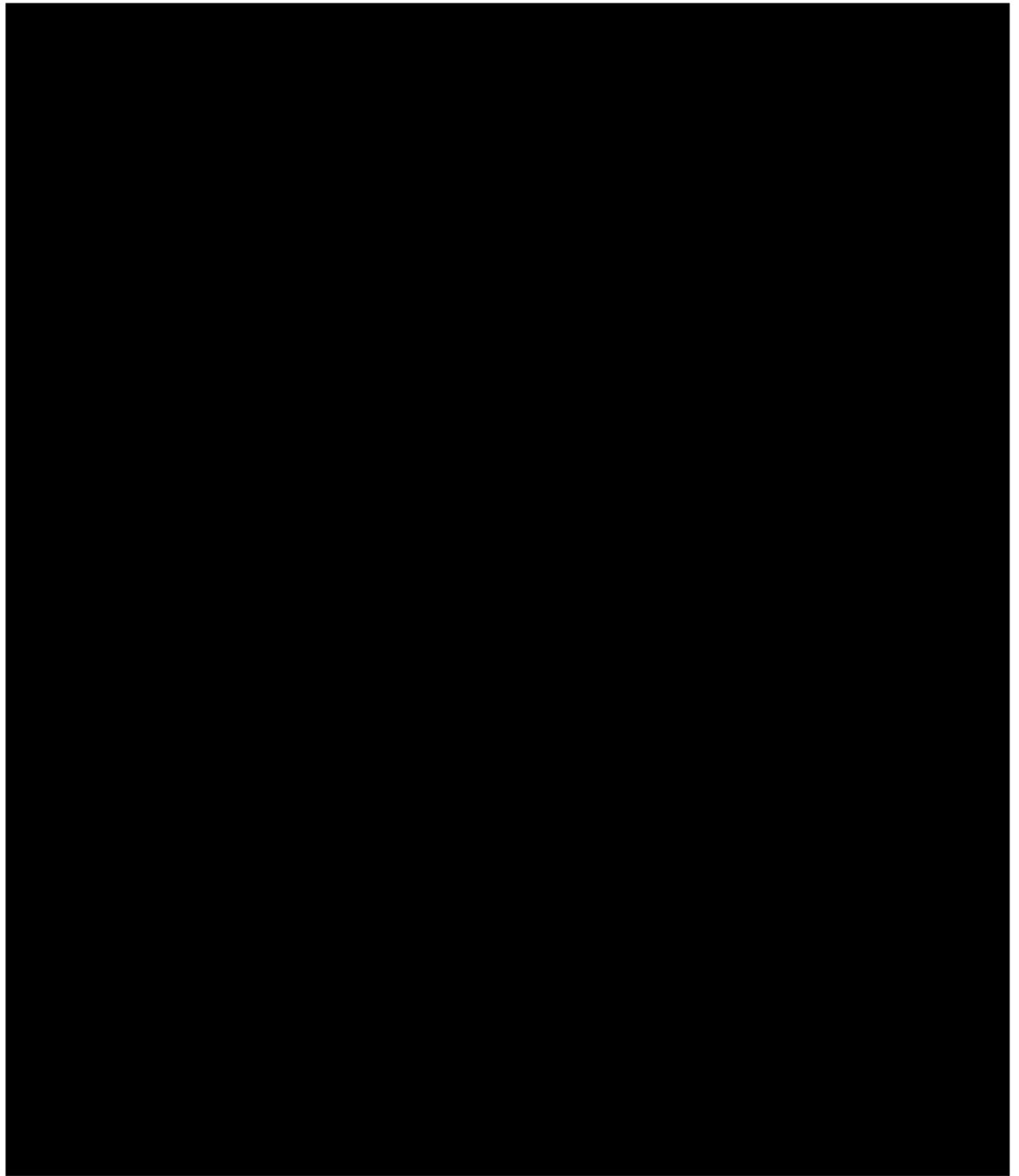
Schedule 1.1-D
Rental Assets

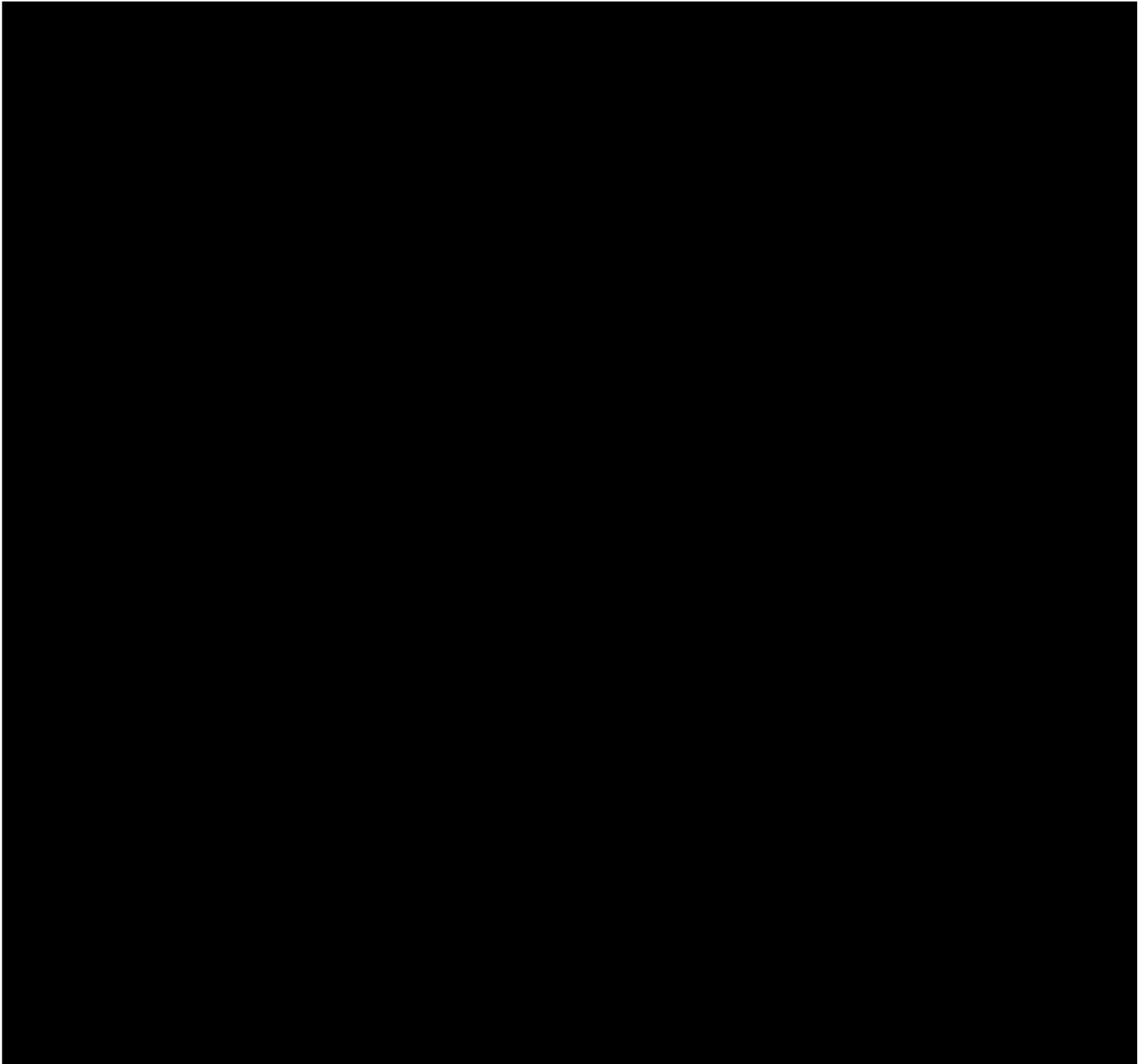
Included on Schedule 1.1-C, Hospitality Assets.

Schedule 1.1-E
Resort Assets

(see attached)







Schedule 1.1(a)



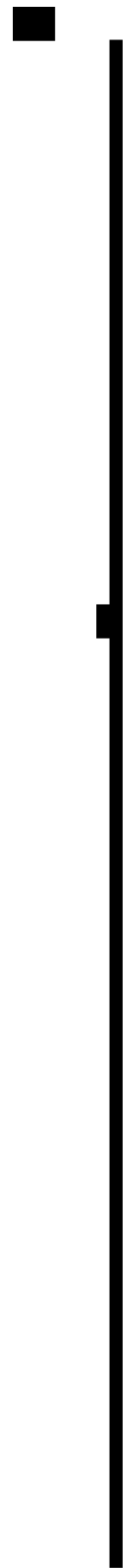
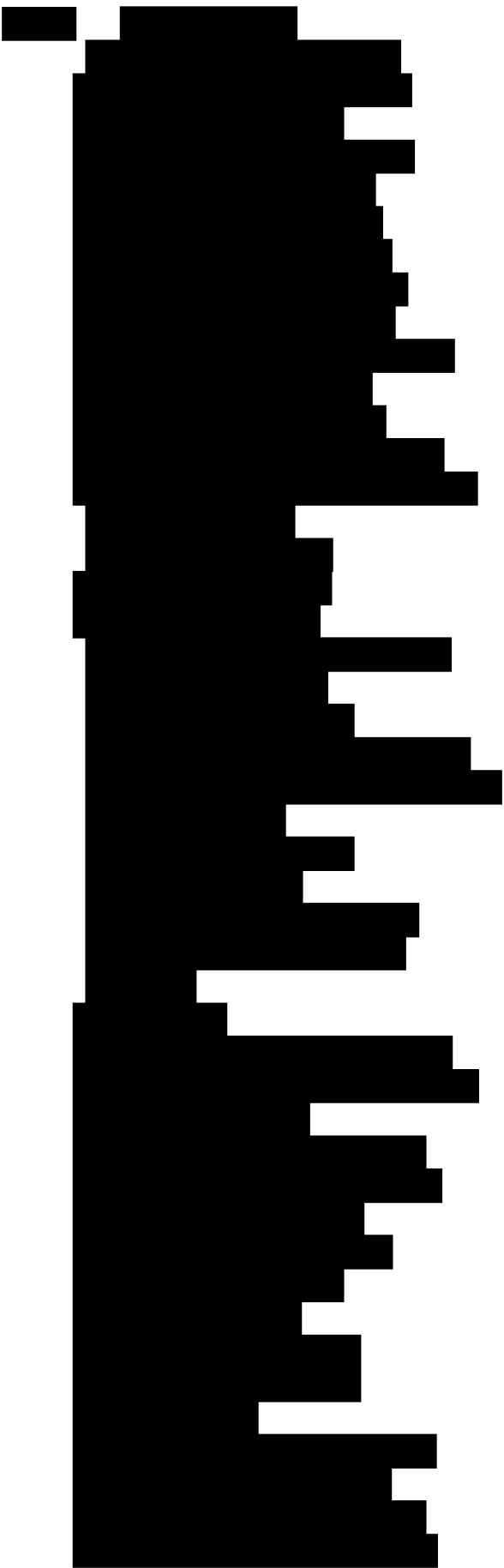
Schedule 2
Excluded Property

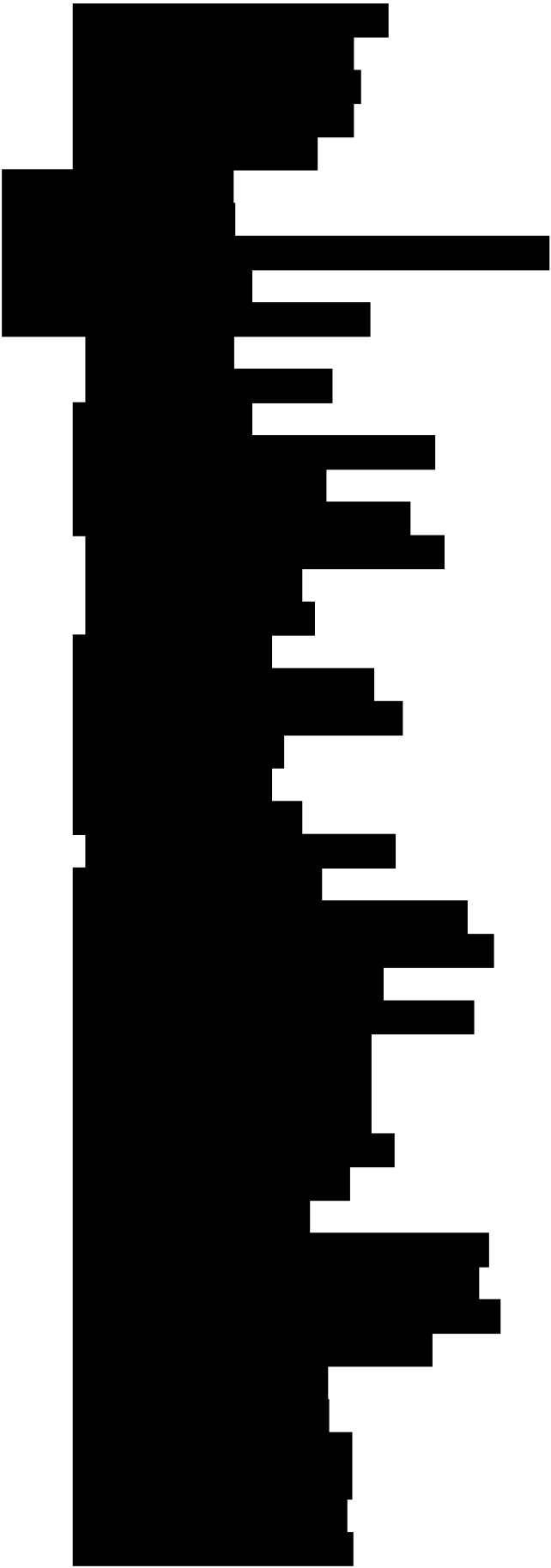
[REDACTED]

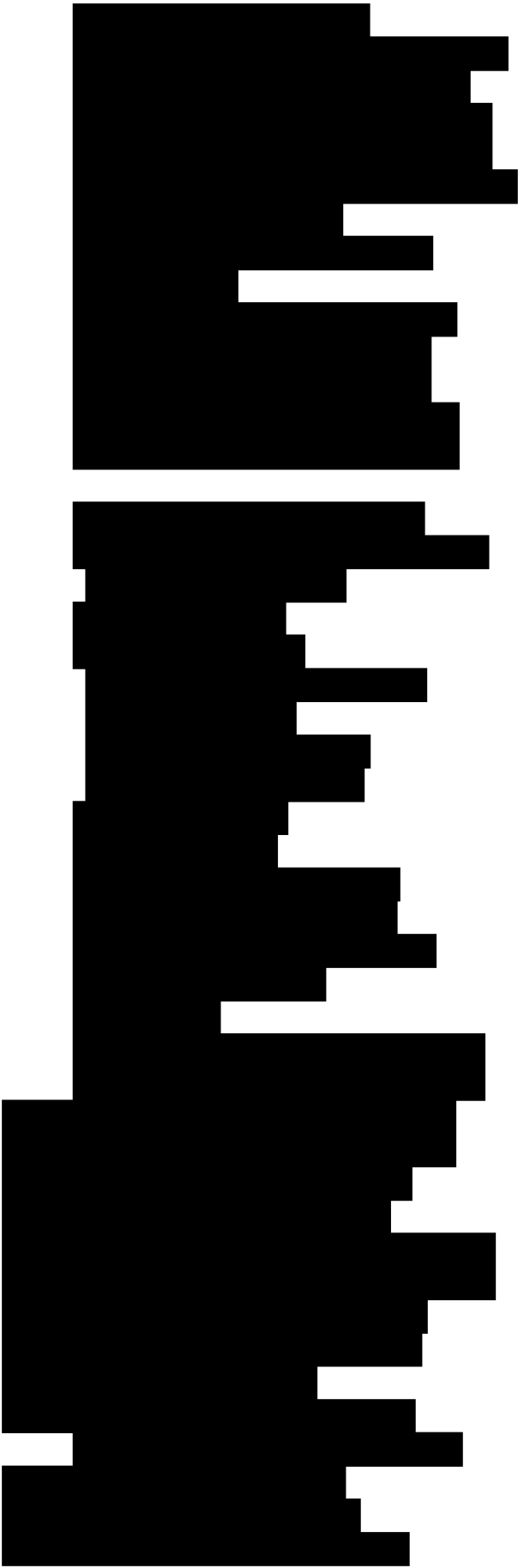
[REDACTED]

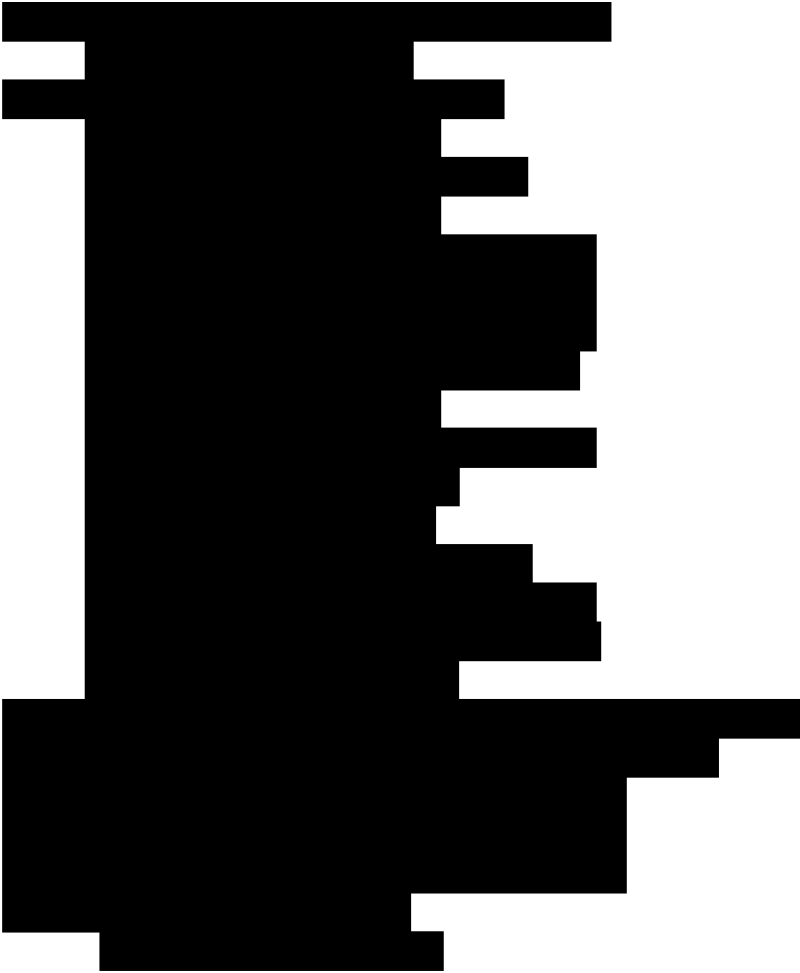
Schedule 2.1(a)(ii)
Personal Property

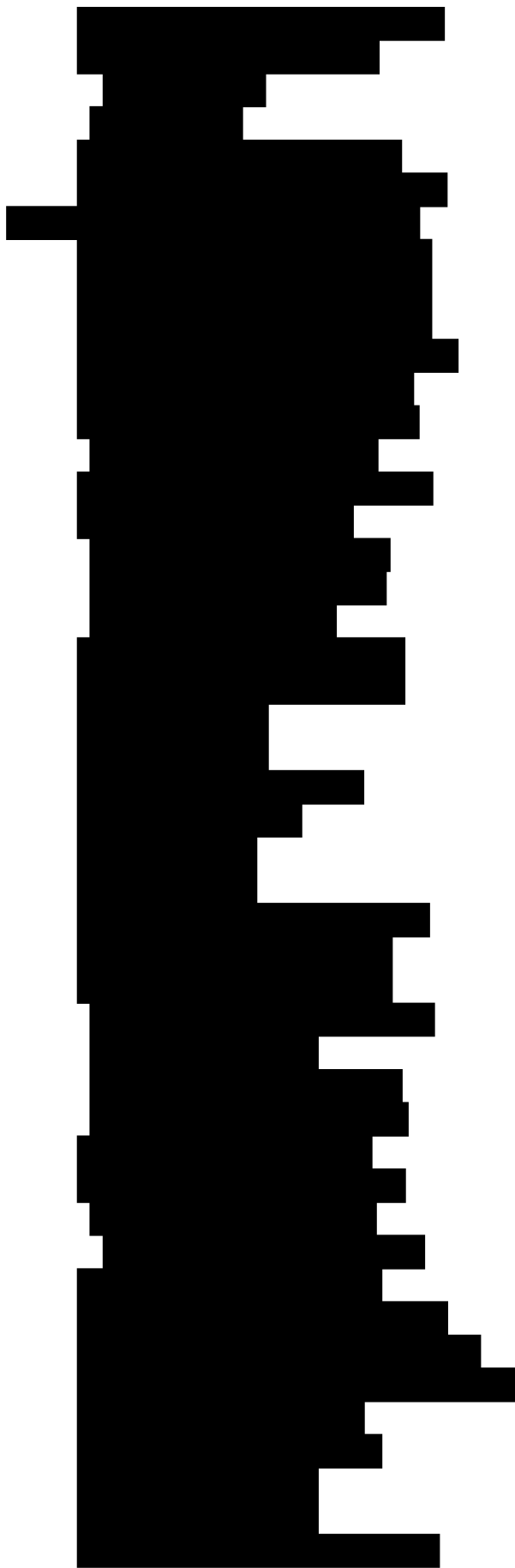
(see attached)

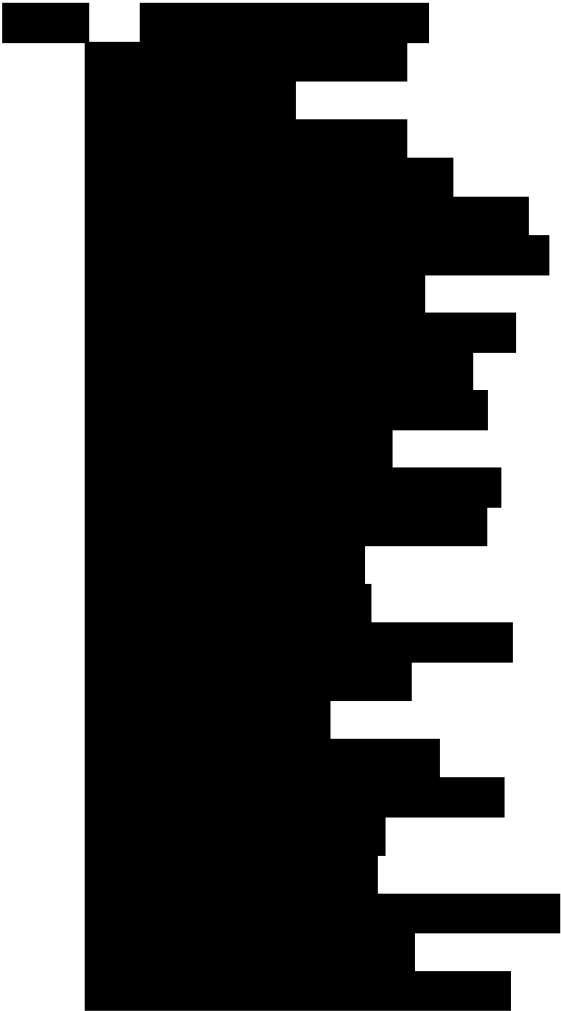
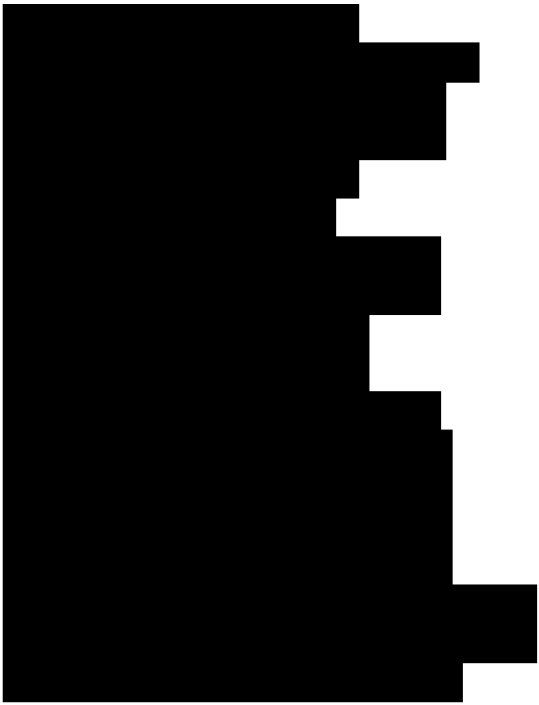


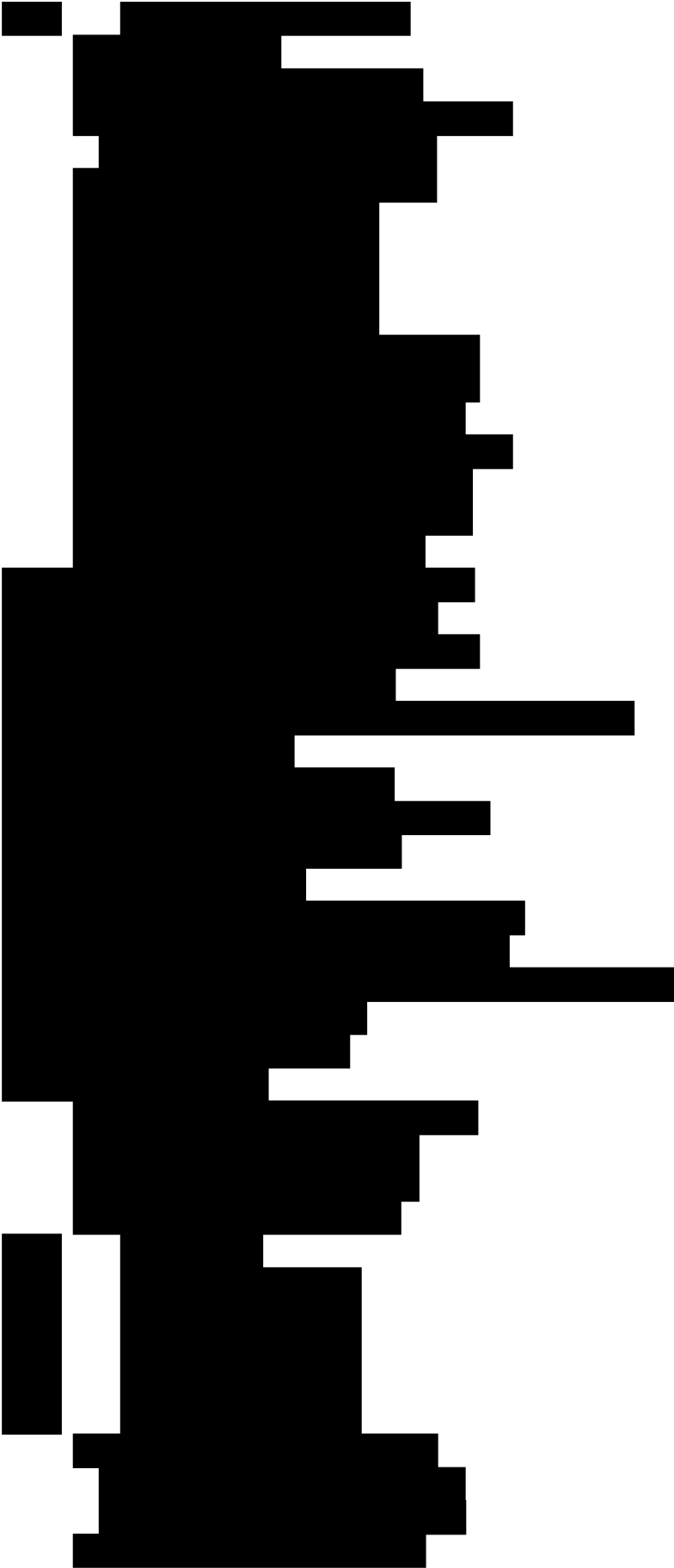


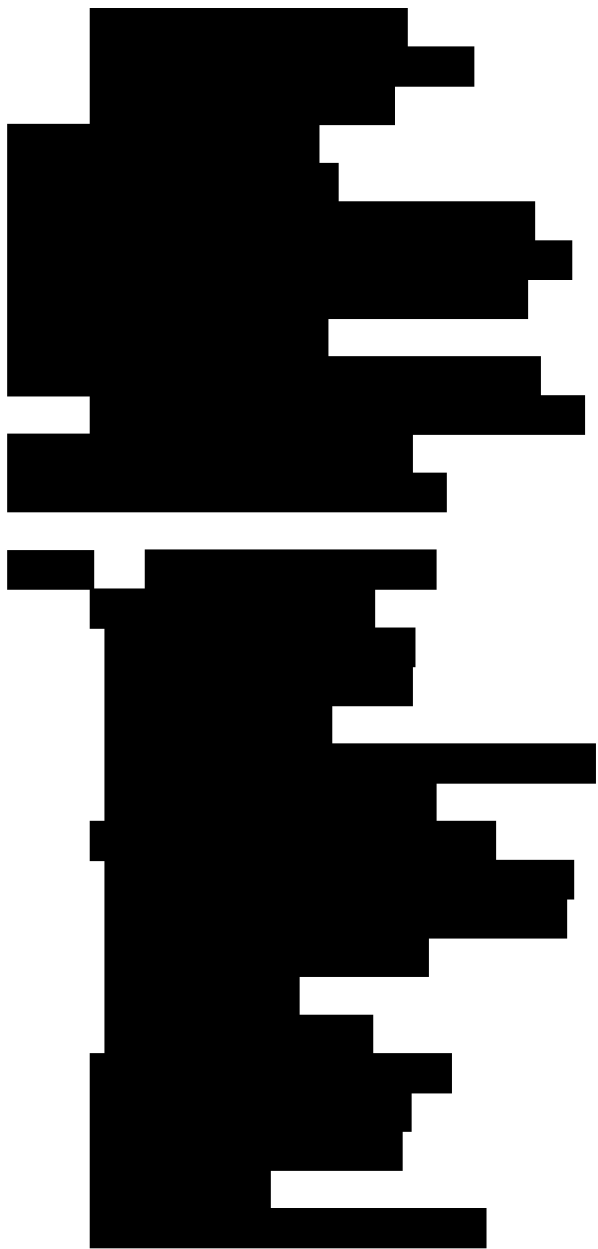


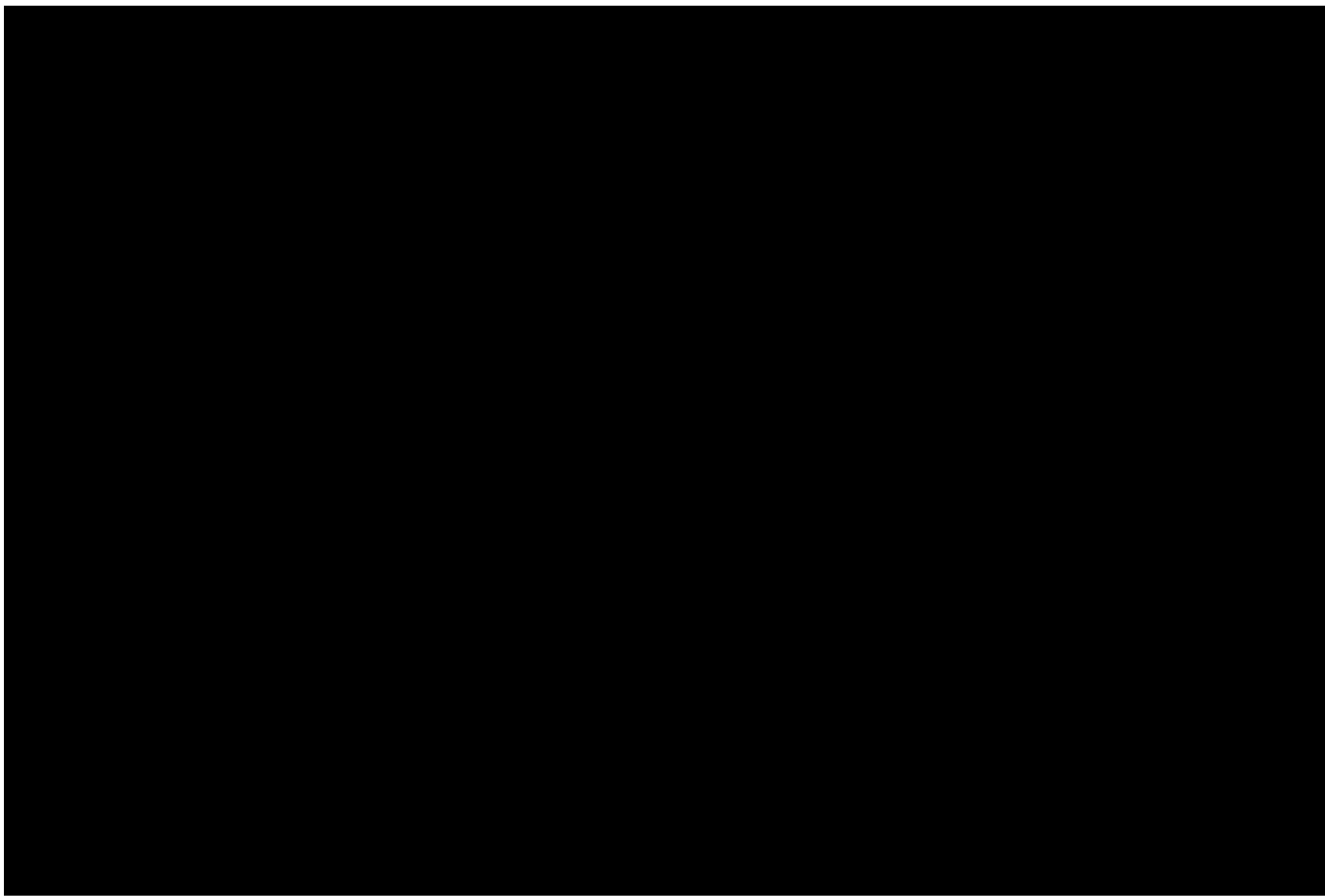












Schedule 2.1(a)(iv)
Permits

(see attached)

Schedule 3.3
Non-Contravention (Seller)

None.

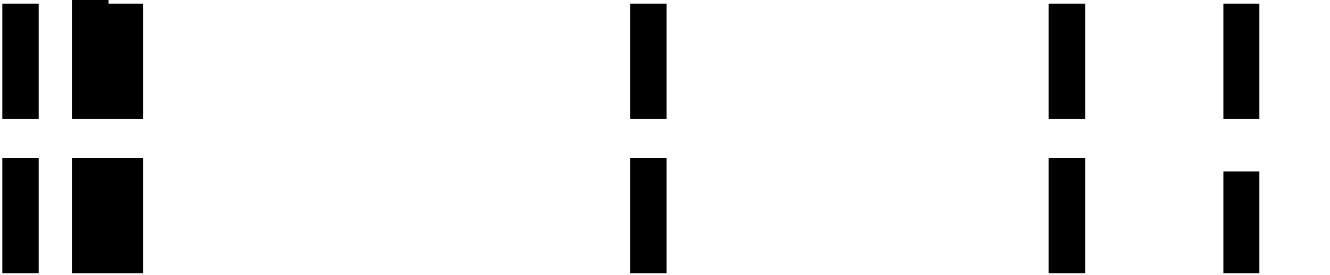
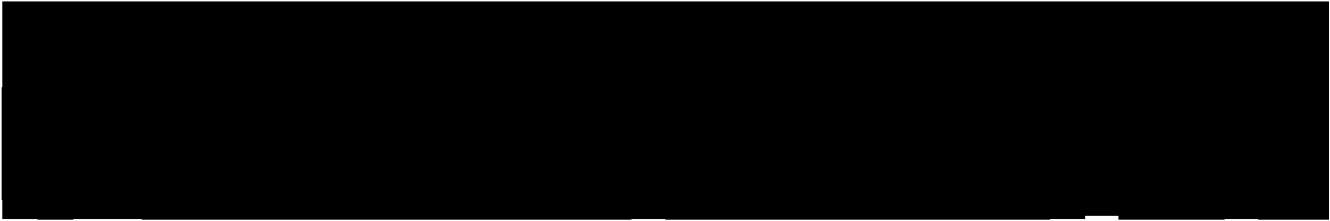
Schedule 3.7
Governmental Authorizations

None.

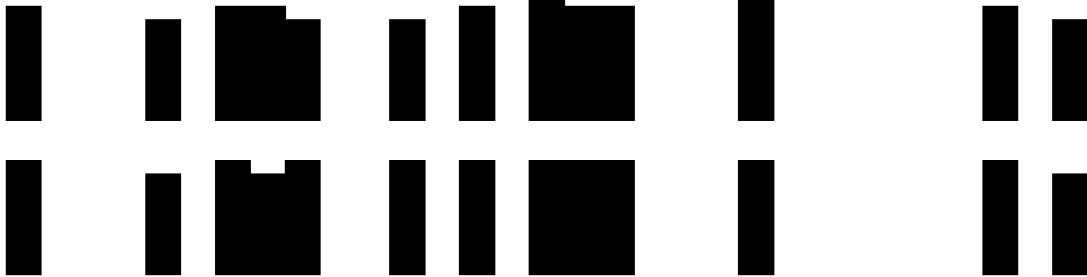
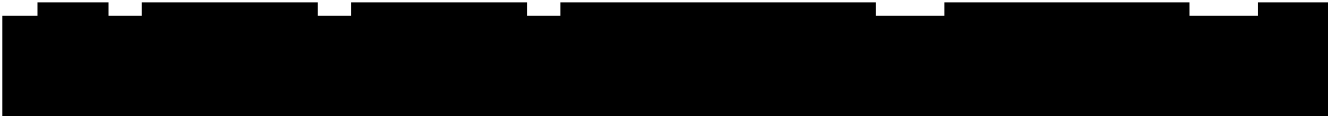
Schedule 3.9
Employees
(See attached)

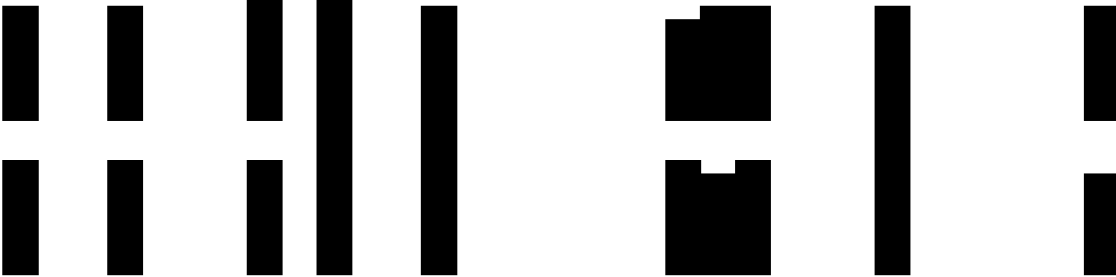
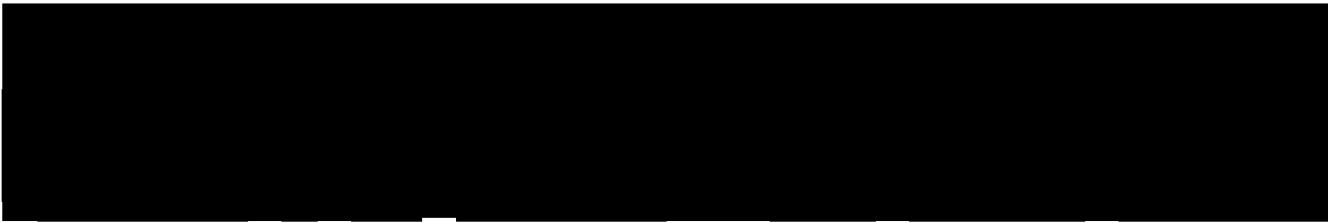




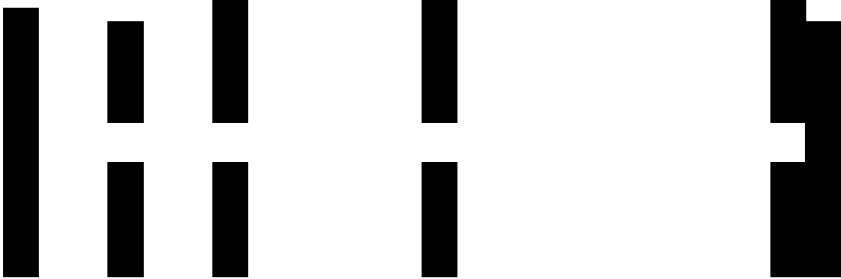
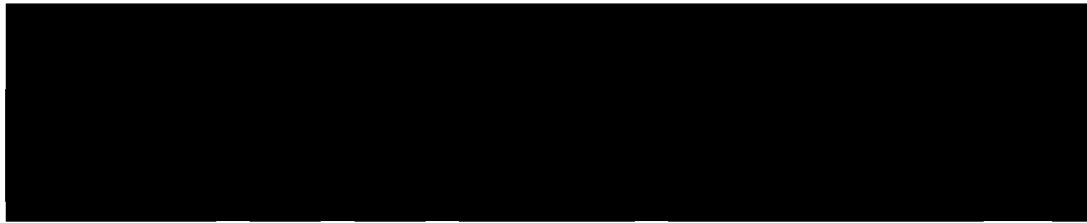












Schedule 3.11
Litigation

None.

Schedule 3.12(a)
Intellectual Property



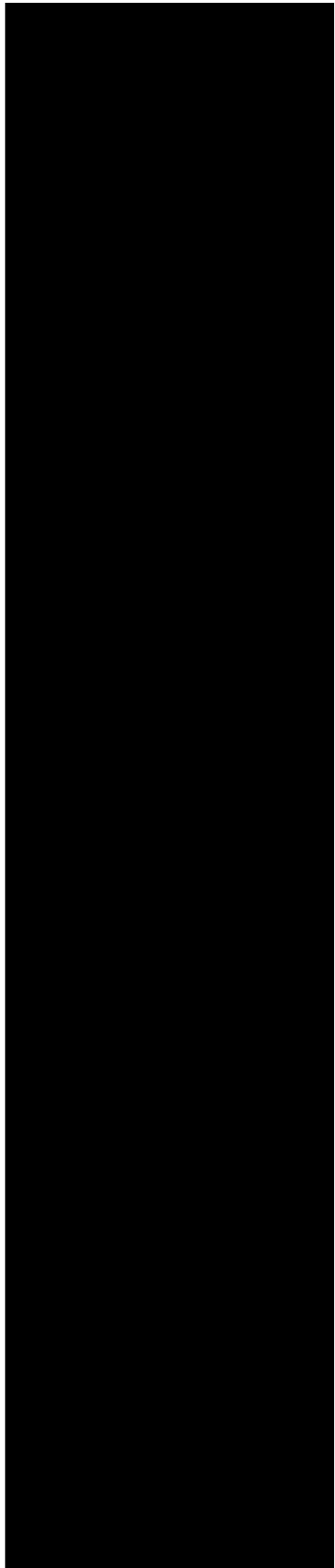
Schedule 3.15

Contracts

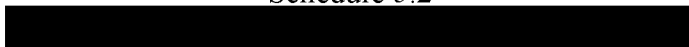
(see attached)



Schedule 3.16
Liquor Licenses
(see attached)



Schedule 5.2



Schedule 11.12
Assumed Contracts

None.