



EXHIBIT B

RECORDING REQUESTED BY
Vacation Resorts International
Trading Places International
25510 Commerce Drive, Suite 100
Lake Forest, CA 92630

AND WHEN RECORDED MAIL DOCUMENT TO:
Vacation Resorts International
Trading Places International
25510 Commerce Drive, Suite 100
Lake Forest, CA 92630

Space Above This Line for Recorder's Use Only

Affidavit of Continuing Authority

State of **Washington**)
)ss.
County of)

Shannon Krutz ("Declarant") is of legal age, being first duly sworn, deposes and states under penalty of perjury under the laws of the State of California:

1. That Declarant is the current Secretary of the Board of Directors for the Tahoe Beach and Ski Owner's Association ("Association").
2. Declarant has reviewed the Corporate Resolution, a true and correct copy of which is attached hereto as Exhibit "A" and made a part hereof, and attests that the Corporate Resolution is in full force and effect, and has not been withdrawn or rescinded.
3. That this Affidavit is made for the protection and benefit of all persons hereafter acquiring an interest or dealing with the Association interval, as referenced in Exhibit "A".

That Declarant further sayeth not.

Dated: 11/25/14

x Shannon Krutz

Declarant: Shannon Krutz

State of Washington
County of KING

Subscribed and sworn to (or affirmed) before me on this 25th day of November, 20 14,
by Shannon Krutz, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature [Signature] (Seal)



CORPORATE RESOLUTION

TAHOE BEACH AND SKI CLUB OWNERS ASSOCIATION

September 19, 2009

The purpose of this resolution is to allow smooth and timely processing of sales documents and deeds for Tahoe Beach and Ski Club Owners Association ("Association") owned intervals.

WHEREAS, the Association has ownership of intervals taken in lieu of the project declarant's unpaid obligation, or an owner's delinquent assessment, or for other reasons; and

WHEREAS, the Association has entered into a Sales Agreement with VDS ("VRI Development & Sales") to sell Association owned intervals and

WHEREAS, each interval sales document package will require signatures on behalf of the Association in order to complete the transfer or ownership.

NOW THEREFORE, on this date, the Tahoe Beach and Ski Club Owners Association Board of Directors hereby authorizes and gives limited power of attorney to Stacey R. Shilling, VRI Chief Operating Officer, and to any person designated by VRI, as VRI deems necessary, to sign all title and escrow documents and deeds of sale of the Association owned intervals on behalf of the Association; and

Such authority and limited power of attorney will continue under the same terms and conditions until revoked.

This Corporate Resolution was passed on September 19, 2009, at a duly noticed and convened meeting of the Board of Directors.

Signature

Date

Landon Estep

Association Secretary

Landon D Estep

**VRI DEVELOPMENT & SALES
Tahoe Beach & Ski Club Owners Association**

SALES MANAGEMENT AGREEMENT

THIS SALES MANAGEMENT AGREEMENT (the "Agreement"), made this ___ day of July 2006, by and between TAHOE BEACH & SKI CLUB OWNERS ASSOCIATION, a California non-profit corporation (the "Association") and VRI DEVELOPMENT & SALES, a California corporation ("VDS"), (collectively, the "Parties") relates to the following facts and circumstances and is as follows:

Recitals

WHEREAS, Vacation Resorts International ("VRI") is the management company for the Association, the terms of which are described in an existing agreement titled "Management Agreement"; and,

WHEREAS an affiliated company of VRI, specifically VRI Development & Sales ("VDS"), is experienced in the sales and resales of timeshare intervals and products, and

WHEREAS, the Association is desirous of having an active and successful sales program; and, is desirous of VDS providing such program, and

WHEREAS, VDS and the Association desire to add and/or clarify VDS' responsibilities with respect to a sales program on behalf of the Association and its owners.

NOW THEREFORE, the purpose of this document is to outline the terms and conditions by which VDS shall operate and manage the sales program and shall establish the financial agreement for sale of Association intervals, and to establish the parameters under which VDS may hire third parties to assist in the performance of VDS' responsibilities.

Terms & Conditions

1. Term. This Agreement is effective as of the date listed above and shall expire on the same date as the Management Agreement then in effect.

2. Termination. Either party may cancel any portion of this Agreement without cause upon one hundred eighty (180) days written notice; and either party may cancel any portion of this Agreement for cause upon thirty (30) days written notice. Cause shall mean material breach by the other party which is not cured upon thirty (30) days written notice of breach and opportunity to cure. If VDS cancels the offsite portion of this Agreement without cause, at least one full year's onsite sales fee (\$21,000) must be paid. If the Association cancels the offsite sales portion of this Agreement without cause, one full year's onsite sales fee must be returned or waived by the Association.

3. Onsite Sales Program.

a. Use of Common Areas. The Association hereby grants VDS exclusive rights to conduct a sales program using the common areas within Tahoe Beach & Ski Club ("the Project"), including but not limited to, the lobbies, meeting areas and recreational amenities. Such use of common areas will be coordinated with the resort General Manager and shall not interfere with the activities or operation of the resort.

b. Sale of Intervals. The Association hereby grants to VDS the exclusive right to:

- (1) All unsold timeshare units now owned, or which may become owned by the Association during the term of this Agreement.
- (2) Onsite sales privileges for the sale of timeshare units of current owners.
- (3) The right to conduct VI and/or RCI Points conversions as the Association's agent for any and all members.

Notwithstanding the above and with respect to an individual owner's right to sell their interval(s), nothing contained in this Agreement is intended to grant anything more than privileges to VDS to sell owner units onsite. Each owner is free to choose the listing Broker of his or her choice, whether or not that Broker is VDS or the Broker providing services onsite.

c. Contacting In-house Guests and Owners. In conjunction with the onsite marketing and sales rights granted hereunder, VDS shall have the right to call all in-house guests including Association owners

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4. Sales Responsibilities.

- a. Any materials for marketing shall be printed and produced at the expense of VDS. The Association reserves the right to review all such materials.
- b. If applicable and based on available space, a separate phone line may be installed, in the name of and at the expense of VDS. However, the Association shall also provide (at no cost) an extension on the resort phone system, if requested.
- c. All costs for marketing, including printing, phone calls, etc. shall be paid by VDS.
- d. The compensation due to the Association, as approved by the Board of Directors. Such compensation is described herein.
- e. VDS shall pay for the transfer of the intervals owned by Wroman, LLC back to the Association and shall also pay for the cost of a title search. That title search shall only be done if required and shall be done after the transfer from Wroman to the Association.
- f. VDS shall pay the wages for the concierge, which shall operate at the hours set between VDS and the resort General Manager.
- g. VDS shall provide regular reports to the Association on all Association interval sales, RCI Points conversions and VI Points conversions.

5. Association Responsibilities.

- a. To provide a list of in-house guests, by guest type (i.e. exchange, rental, owner, et al)
- b. To provide a list of future incoming reservations by guest type.
- c. To provide access for onsite sales person to guest recreation functions, owner meetings, and all activity programs, excluding Board meetings.
- d. To place any materials in check-in package or units, as provided by VDS, with the approval of the resort General Manager.
- e. To provide the Association owner roster.

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6. Offsite Sales. VDS may initiate offsite sales of timeshare products, including Association products, VI products and/or RCI products (at the sole discretion of VDS) to the Association owner roster, provided that VDS shall pay an offsite sales fee in the amount of \$21,000 per year in addition to the rent shown above in para. 4. The offsite sales fee shall be payable in one lump sum or in six monthly payments at \$3,600 per month for the first six months after VDS gives notice of its intent to exercise its right to begin offsite sales to the Association owner roster. Once VDS gives notice of such intent, VDS shall have exclusive access to the Association owner roster for marketing and sales of timeshare products, provided the offsite sales fee is paid timely. VDS shall have the right but not the obligation to extend its exclusive access to the Association owner roster for subsequent twelve month periods by giving notice of extension and committing to pay an additional offsite sales fee in the amount of \$21,000 per year (or six payments of \$3,600/month). The parties acknowledge and agree that the twelve month periods during which VDS has exclusive access to the Association owner roster for offsite sales may not be coterminous with the yearly periods provided for onsite marketing and sales activity.

~~7. Vacation Internationale Ownership. The Association agrees that there shall be no restriction on the number of timeshare intervals at the Project that can be sold or transferred by VDS or individual owners to Vacation Internationale ("VI") and/or the VI Trust.~~

8. Room Availability. Association will make space available for marketing use at a cost equal to the applicable Bonus Time rate; however, only if that space would otherwise not be utilized and when authorized in advance by VDS and the Resort General Manager.
9. Engagement. VDS shall be an independent contractor and nothing contained herein shall be construed to mean that VDS is an employee or have any other relationship with Association.
10. Association Weeks. VDS shall have the right to list Association intervals with cooperating Brokers or sales companies; provided, however, that the Association must still receive the agreed-to release fee, if any. All sales entities shall be fully insured and shall adhere to all conditions and obligations set forth herein.
11. Sales Pricing/Rescission. VDS shall have the right to establish the sales price for the intervals that are subject to this agreement.

VDS shall have the sole and unilateral right to approve rescissions or refunds, as it deems necessary and appropriate.

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If to VDS:

Roy Fraser
Vacation Resorts International
23041 Avenida De La Carlota, Ste. 400
Laguna Hills, CA 92653

15. This document represents the entire agreement of the Parties with respect to sales management. Any modifications must be in writing and signed by VDS and the Association.
16. This Agreement is made pursuant to and shall be construed in accordance with and governed by the laws of the state in which the resort is located.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

"Association"

Tahoe Beach & Ski Club Owners Association
a California non-profit

BY: Catherine Ryan
Catherine Ryan
ITS: President

"VDS"

VRI Development & Sales
a California corporation

BY: Roy Fraser
Roy I. Fraser
ITS: President

VRI SALES & DEVELOPMENT
Tahoe Beach & Ski Club Owners Association

EXHIBIT A TO
SALES MANAGEMENT AGREEMENT
"Compensation"

1. **Name and address of VRI Resort:** Tahoe Beach & Ski Club, 3601 Lake Tahoe Blvd., South Lake Tahoe, CA.

2. **Inventory Specifics:** VDS shall be the exclusive broker for Association Inventory and is permitted to work with other brokers. Release prices are indicated below

VDS is authorized to sell Association intervals as well as any other inventory within the VRI managed system

3. **Resales:** VDS shall also operate a resales program for owners of Association. It is the first priority however, that Association intervals be sold

4. **Costs of Facilities:** VDS will pay for all costs relating to the facilities to be provided to it at the Resort and all costs of operating the sales program.

a. All costs associated with the operation of a separate telephone line. Association will provide at no charge a connection to the main resort switchboard

b. Rent as follows:

(1) \$2,500 per month to start July 1, 2006.

VDS reserves the right to initiate sales on site prior to the opening of the Bijou store if in the desire of VDS it is beneficial to get started in a limited way. Notwithstanding that, rent will start in July.

(2) \$2,750 per month starting July 1, 2007

(3) \$3,000 per month starting July 1, 2008 and through December 2009

Increases equal to \$300 per month beginning in January 2010 – with that rate then payable for the three years thereafter (i.e. the rent will be \$3,300 per month for through December 2012).

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**VRI DEVELOPMENT & SALES
Tahoe Beach and Ski Club Owners Association**

**FIRST AMENDMENT TO
SALES MANAGEMENT AGREEMENT**

This First Amendment to SALES MANAGEMENT AGREEMENT (the "First Amendment") is dated this 15th day of October 2008, effective January 1, 2009, by and between The TAHOE BEACH & SKI CLUB., a California non-profit mutual benefit corporation (the "Association") and VRI DEVELOPMENT & SALES, a California corporation ("VDS") (collectively, the "Parties"), relates to the following facts and circumstances and is as follows:

Recitals

A. On July 1, 2006, the Parties executed an agreement titled "Sales Management Agreement" pursuant to which the Association engaged VDS to provide certain sales management services to the vacation ownership project commonly referred to as The Tahoe Beach and Ski Club.

B. The Parties now wish to amend their prior agreement relating to Compensation as set forth in Addendum A to the Sales Management Agreement.

1. Amendment. The Parties hereby agree that Addendum A to the Sales Management Agreement is replaced entirely with the attached Addendum A effective January 1, 2009.

C. No Other Changes. The Parties hereby acknowledge and agree that, except for this amendment to the Sales Management Agreement specifically described in Paragraphs B hereinabove, no other changes are intended hereby and all other provisions of the Sales Management Agreement are intended by the Parties to remain in full force and effect.

VRI DEVELOPMENT & SALES
Tahoe Beach and Ski Club Owners Association

FIRST AMENDMENT TO
SALES MANAGEMENT AGREEMENT

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Recitals

A. On July 1, 2006, the Parties executed an agreement titled "Sales Management Agreement" pursuant to which the Association engaged VDS to provide certain sales management services to the vacation ownership project commonly referred to as The Tahoe Beach and Ski Club.

B. The Parties now wish to amend their prior agreement relating to Compensation as set forth in Addendum A to the Sales Management Agreement.

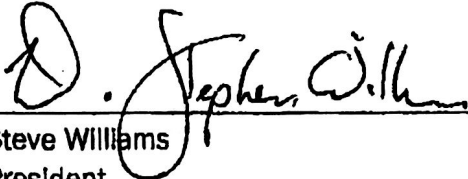
1. Amendment. The Parties hereby agree that Addendum A to the Sales Management Agreement is replaced entirely with the attached Addendum A effective January 1, 2009.

C. No Other Changes. The Parties hereby acknowledge and agree that, except for this amendment to the Sales Management Agreement specifically described in Paragraphs B hereinabove, no other changes are intended hereby and all other provisions of the Sales Management Agreement are intended by the Parties to remain in full force and effect.

In Witness Whereof, the Parties have executed this First Amendment as of the date first above written.

"Association"

The Tahoe Beach and Ski Club.
a California non-profit mutual benefit corporation

BY: 
Steve Williams
ITS: President

"Manager"

VRI Development & Sales
a California corporation

BY: 
Roy I. Fraser
ITS: Chairman & CEO

**VRI DEVELOPMENT & SALES
Tahoe Beach and Ski Club Owners Association**

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SALES MANAGEMENT AGREEMENT
"Compensation"**

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VDS is authorized to sell Association intervals as well as any other inventory within the VRI managed system

3. **Resales:** VDS shall also operate a resales program for owners of Association. It is the first priority however, that Association intervals be sold

4. **Costs of Facilities:** VDS will pay for all costs relating to the facilities to be provided to it at the Resort and all costs of operating the sales program.

a. All costs associated with the operation of a separate telephone line. Association will provide at no charge a connection to the main resort switchboard

b. Rent as follows:

(1) \$4,167 per month starting January 1, 2009. Rent is due on the 1st of each month for that month.

5. **Sale or Release Price(s) of Association-Owned Unit Week:**
\$400 per interval for the first 25 intervals sold in any given calendar year.
\$200 per interval for the 26th and over intervals sold in any calendar year.

VDS may sell these weeks for any amount of money.

6. **Performance Guarantee:** VDS agrees to sell 25 Association owned intervals in a twelve month period, with such period commencing on the date VDS moves onsite at the Resort. If VDS does not sell a total of 25 Association owned intervals, then they shall have the obligation to pay the then current maintenance fee on the difference between what was sold and the 25 interval obligation. This obligation will be due and payable within 45 days of the end of the preceding twelve month period. The Association will choose the unit type/maintenance fee it bills VDS and VDS will not have use of said interval(s).



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