

- (4) List below the name of any member(s) who has reserved any management rights, and the member's address. Otherwise, list name and address of the manager or managers.

D. If Partnership, or other than individual, limited liability company or corporation state:

- (1) Trade Name: _____
(2) Year of Formation _____ Is this a general partnership?
Yes _____ No _____.
(3) List below the name, telephone number, and address of each general partner or owner of an equity interest:

E. Is the applicant (mark all that apply): Acquisition Agent _____ Sales Agent _____
Managing Agent _____ Developer _____ Owner of project _____ or real estate _____

F. (a) If Applicant is the acquisition agent then with respect to the developer, sales agent and managing agent of this project, give all information required by 3 A, B, C or D above.

(b) If Applicant is the managing agent, then with respect to acquisition agent, developer and sales agent of this project, give all information required by 3 A, B, C or D above.

(c) If Applicant is sales agent then with respect to the developer, managing agent and acquisition agent of this project, give all information required by 3 A, B, C or D above.

(d) If Applicant is developer, then with respect to acquisition agent, sales agent and managing agent of the project, give all information required by 3 A, B, C or D above.

4. If Developer is a Foreign Corporation or Foreign Limited Liability company, has it qualified to do Business in Nebraska? Yes _____ No _____.

5. Name, address and principal business of the title holder of the land in this time-share project.

6. Name and address of all brokers who will be representing the developer or conducting sales in Nebraska. Complete the Designation of Representing Broker Form and attach. Then, send the Acknowledgment of Developer's Representing Broker to such representatives with instructions for them to return promptly to the Nebraska Real Estate Commission. At least one such designated Nebraska licensed broker is required for registration.

7. Enumerate all sales approaches that Applicant expects to use in Nebraska.

8. Give complete legal description of all real estate included in this time-share project.

9. Statement of the condition of the title to the real estate, particularly including all liens and encumbrances thereon. (Attach copy of mortgages or other security interests.)

10. Attach a copy of the architect's drawings, showing the layout of all units in this project.

11. Attach a complete copy of the public-offering statement pertaining to this project.

12. Enumerate here and attach copies of every project instrument and every time-share instrument which is or may be used in connection with this project, including instruments of conveyance.

13. Attach a complete copy of any written exchange programs.

14. Attach a certified, audited financial statement fully and fairly disclosing the current financial condition of the developer, together with any documents referred to therein. Alternatively, attach a current audited consolidated financial statement which includes the financial condition of the developer and is accompanied by the developer's parent organization's guaranty (in approved form) of the developer's performance on any obligation under the Nebraska Time-Share Act or as contracted by the developer.

15. Has an attorney's opinion or title insurance policy been obtained?
Yes_____ No_____ If Yes, attach copy.

16. State the name and address of the escrow holder which will be used for the purposes of Sections 76-1715, of the Nebraska Statutes. Complete Registration of Escrow Bank Account. Alternatively, you may submit a bond in a form approved by the Commission, with the request it be accepted in lieu of an escrow account.
17. Can a time-share estate in said project be conveyed to purchasers free and clear of title defects on date hereof? Yes_____ No_____.
18. Describe in detail what provisions have been made to protect nondefaulting purchasers from foreclosure by holders of underlying blanket liens or encumbrances.
19. If the developer has entered into an agreement with a lienholder to take the project, in the event of default by developer, subject to the rights of the nondefaulting purchasers, attach a copy of the bond, assignment of receivables, pledge of collateral security, or other financing plan or escrow agreement.
20. Under normal conditions are the lands, or any portion thereof, covered by surface waters in any portion of the year? Yes_____ No_____.
21. Has any draining or filling of said lands been necessary, or will it be necessary, to render them usable? Yes_____ No_____. If yes, explain.
22. Will purchasers be required to pay any sum other than the stated purchase price in connection with their purchase or ownership of time-share estates or uses? If yes, state the nature and amount, if known, of all such additional obligations.
23. Is there a mandatory or voluntary exchange program in connection with the estates or uses offered? Yes_____ No_____. Does the applicant's public-offering statement fully and accurately disclose all information required by Section 76-1714, of the Nebraska Statutes? Yes_____ No_____.
24. State whether applicant has examined all of its time-share instruments for both estate and use programs and its public-offering statement for compliance with minimum requirements of the Nebraska Act. Yes_____ No_____. If yes, does applicant believe all requirements are met? Yes_____ No_____.
25. Is provision made for a developer control period? Yes_____ No_____. If yes, have the requirements of Section 76-1709 of the Nebraska Act been met? Yes_____ No_____.

26. Attach the separate bonds of the Acquisition Agent, the Sales Agent and the Managing Agent as required in Neb. Rev. Stat. Sections 76-1728 to 76-1730. Alternatively, attach the consolidated bond permitted under Neb. Rev. Stat. 76-1731. If a consolidated bond is attached, disclose the affiliation by and between the Acquisition Agent, the Sales Agent, the Managing Agent and the controlling company (i.e. parent company), if any.

27. Please fill out the computation completely.

A.	Number of Units per Building	_____	
B.	Total number of Units	_____	
C.	Number of Intervals per Unit	_____	
D.	Total Number of Intervals	_____	
E.	Divide "D" by 25	_____	(round up to next whole dollar for any fraction or decimal before multiplying line "F")
F.	Multiply E by \$5.00	_____	
G.	Add filing fee	200.00	
H.	Total	_____	

THE INFORMATION GIVEN HEREIN SHALL BE AMENDED AT ANY TIME A MATERIAL CHANGE OCCURS.

The foregoing statements are made for the purpose of procuring registration for the sale of time-share intervals described herein and consent is hereby given that these statements may be used as evidence by the Real Estate Commission of the State of Nebraska, or in any court in Nebraska where a violation of the laws of Nebraska regulating the sale of time-share intervals is claimed.

It is also expressly agreed that the Real Estate Commission of the State of Nebraska has the right to go outside this application for information in investigating this application. We also agree to furnish a cashier's check or bank draft in an amount determined by the Real Estate Commission of the State of Nebraska to be amount sufficient to allow the personal inspection of said project by a representative of the Commission.

Date

Signature of Applicant & Title

APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

(To be used only where the applicant is a nonresident or a foreign entity)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, an individual, firm, partnership, limited liability company, association, corporation, (Strike out words not applicable) authorized by proper resolution of its Board of Directors (Strike out words if not a corporation) or by the members or manager of a limited liability company (Strike out words if not a limited liability company), does hereby constitute and appoint the Director of the State Real Estate Commission of the State of Nebraska, and the successors in that office, its or his/her true and lawful agent in Nebraska, upon whom all judicial and other process or legal notice directed to such registrant may be served and service upon the agent so designated shall be equivalent to personal service upon said registrant. The undersigned registrant agrees that any lawful process against such registrant which is served upon such agent shall be of the same legal force and validity as if served upon the registrant, and that such authority shall continue in force so long as any liability remains outstanding in the State of Nebraska. It is expressly agreed that this appointment or power of attorney covers not only the present application and registration but extends to and covers all future renewal applications and renewal registrations issued by the State Real Estate Commission of the State of Nebraska.

Date

Signature of Applicant & Title