SIXTH AMENDMENT TO DIP CREDIT AGREEMENT

This SIXTH AMENDMENT TO DIP CREDIT AGREEMENT (this "Amendment") is dated as of July ___, 2009 (the "Sixth Amendment Effective Date") and entered into by and among LAKE AT LAS VEGAS JOINT VENTURE, LLC, a Nevada limited liability company (formerly known as Lake at Las Vegas Joint Venture, a Nevada general partnership) ("LLVJV"), LLV-1, LLC, a Nevada limited liability company ("LLV-1"), THE DIRECT AND INDIRECT SUBSIDIARIES AND AFFILIATES OF LLV-1 AND LLVJV LISTED ON THE SIGNATURE PAGES HEREOF (each, a "Co-Borrower", and collectively, the "Co-Borrowers"), THE BANKS, FINANCIAL INSTITUTIONS AND OTHER ENTITIES LISTED ON THE SIGNATURE PAGES HEREOF (together with their respective successors and permitted assigns, each a "Lender", and collectively, the "Lenders"), and CREDIT SUISSE, CAYMAN ISLANDS BRANCH ("Credit Suisse"), as administrative agent for the Lenders (together with its successors in such capacity, the "Administrative Agent") and as collateral agent for the Lenders (together with its successors in such capacity, the "Collateral Agent" and collectively with the Administrative Agent, the Arranger and the Syndication Agent, the "Agents").

Recitals

Whereas, on July 17, 2008 (the "Petition Date"), Borrowers and Holdco commenced Chapter 11 Case Nos. 08-17814, 08-17815, 08-17817, 08-17820, 08-17822, 08-17825, 08-17827, 08-17830, 08-17832, 08-17835, 08-17837, 08-17841, 08-17842, 08-17844 and 08-17845 (each a "Chapter 11 Case" and collectively, the "Chapter 11 Cases") by filing voluntary petitions for reorganization under the Bankruptcy Code, with the Bankruptcy Court. Borrowers and Holdco continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

Whereas, Borrowers, the Lenders and the Agents are party to that certain DIP Credit Agreement dated July 17, 2008, as amended by those certain First, Second, Third, Fourth and Fifth Amendments to DIP Credit Agreement (as amended, the "DIP Credit Agreement"), pursuant to which Borrowers requested that the Lenders provide a senior secured, super-priority credit facility to Borrower in the principal amount of One Hundred Twenty-Seven Million Dollars (\$127,000,000) for the purposes therein set forth;

Whereas, the Bankruptcy Court entered the Final Order on August 6, 2008;

Whereas, Agents, Lenders and Borrowers desire to amend the DIP Credit Agreement to extend the Second Milestone Date, the Third Milestone Date and the Scheduled Maturity Date;

Now, therefore, in consideration of the premises and the mutual agreements set forth herein, the Borrowers, the Lenders and the Agents hereby agree as follows:

- 1. **DEFINITIONS**. Unless otherwise expressly defined herein, each initially capitalized term used herein shall have the meaning given such term in the DIP Credit Agreement.
- 2. **AMENDMENTS TO DIP CREDIT AGREEMENT.** Subject to the conditions and upon the terms set forth in this Amendment and in reliance on the representations and warranties of the Borrowers set forth in this Amendment, the DIP Credit Agreement is hereby amended as follows:
- 2.1 Amendments to Definitions. Section 1.1 of the DIP Credit Agreement is hereby amended as follows:
 - (a) The definition of the term "Second Milestone Date" is hereby amended to read as follows:

"Second Milestone Date" means August 7, 2009.

(b) The definition of the term "Third Milestone Date" is hereby amended to read as follows:

"Third Milestone Date" means August 7, 2009.

(c) The definition of the term "Scheduled Maturity Date" is hereby amended to read as follows:

"Scheduled Maturity Date" means August 7, 2009.

- (d) The definition of "Specific Milestone Requirements" is hereby amended as follows:
- "Specific Milestone Requirements" means, with respect to (a) the First Milestone Date, the Borrowers shall have delivered to the Administrative Agent on or before the First Milestone Date a plan of reorganization for each Borrower; (b) the Second Milestone Date, the Borrowers shall have filed a Conforming Plan of Reorganization on or before the Second Milestone Date; and (c) Third Milestone Date, a Conforming Plan of Reorganization shall have been confirmed by the Bankruptcy Court and become effective on or before the Third Milestone Date.
- 3. REPRESENTATIONS AND WARRANTIES OF THE BORROWERS. In order to induce the Lenders and the Agent to enter into this Amendment, the Borrowers hereby represent and warrant to each Lender and the Agents that the following statements are true, correct and complete:
- 3.1 **Power and Authority.** Each Borrower and other Loan Party is duly authorized and empowered to enter into and perform its obligations under this Amendment, the DIP Credit Agreement as amended hereby and each other Loan Document.

- 3.2 No Conflict or Violation or Required Consent or Approval. The execution and delivery of this Amendment, the DIP Credit Agreement or the Loan Documents, and the performance of their obligations under or in respect of the DIP Credit Agreement as amended hereby, do not and shall not conflict with or violate (a) any provision of the governing documents of any Loan Party, (b) any applicable law, (c) any order, judgment or decree of any court or other governmental agency binding on any Loan Party, or (d) any indenture, agreement or instrument to which any Loan Party, or any property of any of them, is bound, and do not and will not require any consent or approval of any Person.
- 3.3 Execution, Delivery and Enforceability. This Amendment and the DIP Credit Agreement have been duly executed and delivered by each Borrower and are the legal, valid and binding obligations of each Borrower, enforceable in accordance with their terms, except as enforceability may be affected by applicable bankruptcy, insolvency, and similar proceedings affecting the rights of creditors generally, and general principles of equity.
- 3.4 No Default or Event of Default. No Default or Event of Default has occurred or is continuing under the DIP Credit Agreement as amended hereby, and no event has occurred and is continuing or will result from the execution and delivery of this Amendment that would constitute a Default or Event of Default under the DIP Credit Agreement as amended hereby.
- 3.5 Representations and Warranties. Each of the representations and warranties contained in Section 4 of the DIP Credit Agreement is and will be true and correct in all material respects on and as of the Sixth Amendment Effective Date.
- 4. **CONDITIONS TO EFFECTIVENESS OF THIS AMENDMENT.** This Amendment shall be effective as of the date hereof only upon the satisfaction of all of the following conditions precedent:
- 4.1 *Execution*. As of the Sixth Amendment Effective Date, the Administrative Agent shall have received a counterpart signature page of this Amendment duly executed by the Agents, the Borrowers, and all of the Lenders to whom Obligations are owed under the DIP Credit Agreement.
- 4.2 Representations and Warranties. As of the Sixth Amendment Effective Date, each representation and warranty of the Borrowers set forth in Section 3 hereof and in Section 4 of the DIP Credit Agreement shall be true and correct in all material respects.
- 4.3 Absence of Default. As of the Sixth Amendment Effective Date, no Default or Event of Default shall have occurred and be continuing.
- 4.4 Approval of Budget. Prior to the Sixth Amendment Effective Date, the Approved Budget for the period July 1, 2009 through August 7, 2009 shall have been approved by the Requisite Lenders.
- 4.5 *Court Approval*. The Bankruptcy Court shall have approved this Amendment on or before July 13, 2009.

- 5. **EFFECT OF THIS AMENDMENT**. From and after the Sixth Amendment Effective Date, all references in the DIP Credit Agreement and the other Loan Documents to the DIP Credit Agreement shall mean the DIP Credit Agreement as amended hereby. Except as expressly amended hereby, the DIP Credit Agreement shall remain in full force and effect, and is hereby ratified and confirmed.
- 6. **EXPENSES**. The Borrowers agree to pay the Administrative Agent upon demand all fees, costs, charges and expenses incurred by the Administrative Agent, the Collateral Agent and the Lenders in connection with this Amendment.
- 7. **APPLICABLE LAW.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
- 8. CAPTIONS; COUNTERPARTS. The catchlines and captions herein are intended solely for convenience of reference and shall not be used to interpret or construe the provisions hereof. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts (including by telecopy or electronic transmission (via PDF format via e-mail)), all of which taken together shall constitute but one and the same instrument; provided, however, that the original signature pages shall be delivered by express or overnight delivery service or by messenger service or by personal delivery within two (2) business days following the date of execution and facsimile or PDF delivery of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

BORROWERS:

LLVJV:

LAKE AT LAS VEGAS JOINT VENTURE, LLC

a Nevada limited liability company)

By:

Name: K

Title: Vice Prest dent & Secretar

LLV-1:

LLV-1, LLC,

a Nevada limited liability company

By:

Title: Vice

[Signature page to Sixth Amendment to DIP Credit Agreement]

CO-BORROV	${f v}{f E}$	RS:
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MARINA INVESTORS, L.L.C., a Delaware limited liability company

By:

Name:

Title: Vice Pu

NORTHSHORE GOLF CLUB, L.L.C.,

a Nevada limited liability company

By:

Name:

Title:

e: Kerth Mostly : Vice President & Sec

LAKE LAS VEGAS PROPERTIES, L.L.C.,

a Nevada limited liability company

By:

Name:

Title:

: Kein Mo

+ + Secretary

P-3 AT MONTELAGO VILLAGE, LLC,

a Nevada limited liability company

By:

Name:

Title:

Viel

P. Prosug

a Nevada limited liability company
By: Name: Keitnmosling Title: Vier Pusion & Secreting
TC TECHNOLOGIES, L.L.C., a Delaware limited liability company
By: Name: Ce 14 n Moshing Title: View Pusident & Secretary
NEVA HOLDINGS, L.L.C., a Nevada limited liability company
By: Name: Keidn Mosling Title: Wice Pus idn't & Secretary
THE VINEYARD AT LAKE LAS VEGAS, L.L.C., a Nevada limited liability company
By: Name: Keith Mosley Title: Vice Pusident & Secretary
LLV VHI, L.L.C., a Nevada limited liability company
By: Name: Keith Mossey Title: Vice Profident & Socreture

LLV FOUR CORNERS, LLC,

a Nevada limited liability company

By:

Name:

THE GOLF CLUB AT LAKE LAS VEGAS, LLC,

a Nevada limited liability company

By:

AGENTS	AND	LENDERS
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AGENTS:	CREDIT SUISSE, CAYMAN ISLANDS BRANCH, individually as the Administrative Agent and Collateral Agent
	By: Name: Title:
	By: Name: Title:

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By:			
-	Name:		
	Title:		
By:			
-	Name: Title:		

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LAKE LAS VEGAS

PROJECTED CASH FLOW FROM OPERATIONS

July 1, 2009 through August 7, 2009 (Amounts in \$000's)

	TOTAL 7/1/09 through 8/7/09	Jul-09	8/1/09 to 8/7/09
Land Sales	\$ -	-	
Golf Course Operations, Net			
Reflection Bay	(185)	(185)	-
Club Operations	(49)	(46)	(3)
Total Golf Course Operations, Net	(235)	(231)	(3)
Land Development/Land Mgmt Activities			
Ph I/II - Site Development Costs	(65)	(46)	(19)
Ph I/II - Non-LID Costs	(54)	(25)	(29)
Land Management/Regulatory Compliance	(231)	(202)	(29)
Ph III - Non LID Costs	(113)	(100)	(13)
Land Development Activities, Net	(462)	(373)	(89)
Overhead and On-Going Operations			
S G & A	(1,128)	(794)	(334)
Property Taxes	(47)	(47)	0
LID Assessments	(33)	(33)	0
MPOA - Subsidies/Reserves	(200)	0	(200)
Total Overhead and On-Going Operations	(1,408)	(874)	(534)
Deferred Capital Projects and One-Time Costs			
Conduit/Pipe Repairs	(632)	(632)	-
Total Deferred Capital and One-Time Costs	(632)	(632)	0
Restructure, Legal & Related Costs	(1,333)	(1,053)	(280)
Creditors' Committee	(96)	(76)	(20)
Miscellaneous Investments, Net	(215)	(203)	(12)
Contingency	(125)	(100)	(25)
CASH FLOW FROM OPERATIONS	(\$4,505)	(\$3,542)	(\$963)

Note: Numbers may not add due to rounding.

EXHIBIT B

OMNIBUS AMENDMENT TO DIP LOAN DOCUMENTS

THIS OMNIBUS AMENDMENT TO DIP LOAN DOCUMENTS (this "Amendment") dated as of the __th day of July, 2009, is made and executed by and between DORFINCO CORPORATION, a Delaware corporation (in its capacity as the lender in connection with the Loan, "Lender"), and SOUTHSHORE GOLF CLUB, LLC, a Nevada limited liability company ("Borrower").

WITNESSETH:

- A. Borrower and Lender entered into that certain DIP Credit Agreement, dated as of September 18, 2008, as amended by that certain Amendment to DIP Credit Agreement dated as of September 29, 2008, between Borrower and Lender and as further amended by that certain Second Amendment to DIP Credit Agreement dated as of September 29, 2008 (as hereinafter amended, modified, supplemented or restated from time to time, collectively, the "Credit Agreement") in connection with a credit facility (the "Loan") in the maximum principal amount of One Million Eight-Hundred Forty-One Thousand Six Hundred Fifty-Eight and 00/100 Dollars (\$1,841,658.00), which Loan is evidenced by that certain Promissory Note, dated September 18, 2008 (as hereinafter amended, modified, supplemented or restated from time to time, collectively, the "Note") made by Borrower and payable to the order of Lender in the principal amount of One Million Eight-Hundred Forty-One Thousand Six Hundred Fifty-Eight and 00/100 Dollars (\$1,841,658.00).
- B. The Loan is secured by, among other things, that certain Deed of Trust, Security Agreement and Fixture Filing, dated as of September 18, 2008, for the benefit of Lender, and recorded in the Official Records of Clark County, Nevada (as hereinafter amended, modified, supplemented or restated from time to time, collectively, the "Deed of Trust"), pursuant to which Borrower has granted Lender a first priority security interest on, among other things, the real property and other collateral as more fully described in the Deed of Trust (collectively, the "Property").
- D. Borrower and Lender desire to amend the Loan Documents as more particularly described herein.
- E. Capitalized terms used but not otherwise defined herein shall have the meanings given in the Credit Agreement.
- NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Amendments to Loan Documents.

(a) Recital B of the Loan Agreement is hereby deleted and replaced in its entirety with the following:

Borrower has requested that Lender provide a senior secured, superpriority credit facility to Borrower in the principal amount of Two Million Six Hundred Ninety-Two Thousand Sixteen and 00/100 Dollars (\$2,692,016.00) (such amount, the "DIP Loan Amount") to fund, among other things, the working capital requirements of Borrower during the pendency of the Chapter 11 Case.

(b) The definition of "Scheduled Maturity Date" set forth in the Credit Agreement is hereby deleted and replaced in its entirety with the following:

"Scheduled Maturity Date" means September 30, 2009.

- (c) The Approved Budget annexed to the Credit Agreement as Exhibit 1-B is hereby replaced in its entirety by the Approved Budget annexed hereto as Exhibit A.
- (d) The principal amount of the DIP Loan Amount, as evidenced by the Promissory Note, is hereby increased from One Million Eight-Hundred Forty-One Thousand Six Hundred Fifty-Eight and 00/100 Dollars (\$1,841,658.00) to Two Million Six Hundred Ninety-Two Thousand Sixteen and 00/100 Dollars (\$2,692,016.00) as evidenced by that certain Amended and Restated Promissory Note dated the date hereof, and all references to the Note in any of the Loan Documents shall be amended to reference Two Million Six Hundred Ninety-Two Thousand Sixteen and 00/100 Dollars (\$2,692,016.00).
- 2. <u>Ratification and Reaffirmation</u>. Borrower and Lender hereby ratify, confirm and reaffirm in all respects and without condition, all of the terms, covenants and conditions set forth in the Loan Documents (as modified hereby) and agree that the Credit Agreement (as modified hereby) and the other Loan Documents remain in full force and effect as of the date hereof and are enforceable against Borrower and Lender, and their respective successors and assigns, in accordance with their terms.
- 3. <u>Successors and Assigns</u>. This Amendment shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- 4. <u>Counterparts</u>. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment or any document or instrument delivered in connection herewith by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment or such other document or instrument, as applicable.
- 5. <u>Amendments</u>. This Amendment may not be modified, amended, waived, changed or terminated orally, but only by an agreement in writing signed by the party against whom the enforcement of the modification, amendment, waiver, change or termination is sought.
- 6. <u>Governing Law.</u> This Amendment shall be governed by, and construed in accordance with the laws of the State of Nevada.

[SIGNATURE PAGE TO OMNIBUS AMENDMENT TO LOAN DOCUMENTS]

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

SOUTHSHORE GO	
a Nevada limited liabi	lity company
By: /2	2
Name: Keith Mos	ley
Title: Vice Presid	- /
.**	
LENDER:	
DORFINCO CORPO	ORATION,
	n

[SIGNATURE PAGE TO OMNIBUS AMENDMENT TO LOAN DOCUMENTS]

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

BORROWER:

SOUTHSHORE GOLF CLUB, LLC, a Nevada limited liability company
By:
·

LENDER:

DORFINCO CORPORATION,

a Delaware corporation

Name: G. Wilson Horde III

Title: Attorney

SouthShore Additional Funding Requirement Summary

	 Total
Estimated Additional Funding Requirement	
Cash Balance as of June 30, 2009	\$ 287,866
Estimated Net Cash Flow (July 1 - September 30, 2009)	(1,162,882)
Cash Cushion	 (25,000)
Projected Net Cash Needs	(900,016)
DIP Funding Commitment	1,841,751
Total Funding through June 30, 2009	(1,792,000)
Remaining Available Funds	49,751
Additional Funding Requirement	\$ 850,265

SouthShore Golf Club Projected Cash Flows for the Period July 1, 2009 through September 30, 2009

	Total			Jul-09		Aug-09	Sep-09	
REVENUES								
Golf Revenues								
Member Dues	\$	376,434	\$	129,048	\$	125,478 \$	121,908	
Cart Revenues		33,069		13,492		10,412	9,165	
Guest Revenues		26,625		15,056		6,941	4,627	
Merch. Sales & ProShop Rental		12,203		6,761		3,096	2,347	
Total Golf Revenues		71,897		35,309		20,448	16,139	
Other (Late Fees, etc.)		1,800		800		500	500	
Total Golf Revenues		450,131		165,157		146,426	138,547	
Food & Beverage Revenues								
Food Sales		33,000		15,000		10,000	8,000	
Beverage Sales Rental Income		11,500		5,000		4,000	2,500	
F&B Minimum Income		5,000		-		5,000	-	
Gratuity Income		6,675		3,000		2,100	1,575	
Other Food & Beverage Total F & B		56,175		23,000		21,100	12,075	
Total Revenues	-	506,306		188,157		167,526	150,622	
EXPENSES								
Golf Course Maintenance Payroll & Related	,	(210,347)		(78,896)		(64,581)	(66,869)	
Landscaping/Irrig./Water/R&M		(329,115)		(81,679)		(79,918)	(167,518)	
Other Costs	`	(98,520)		(27,920)		(25,675)	(44,925)	
Total Golf Course Maintenance	((637,982)		(188,495)		(170,174)	(279,312)	
Golf Operations								
Payroll & Related	((115,469)		(37,760)		(38,855)	(38,855)	
Management Fees		(75,000)		(25,000)		(25,000)	(25,000)	
RE Taxes, Assess., MPOA, Insur. Other Costs	((92,609) (144,779)		(68,444) (48,363)		(23,415) (48,458)	(750) (47,958)	
Total Golf Operations		(427,857)		(179,567)		(135,728)	(112,563)	
Call Day Chan								
Golf Pro-Shop Payroll & Related		(40,932)		(14,583)		(13,259)	(13,090)	
Merchandise Costs		(4,635)		(1,545)		(1,545)	(1,545)	
Other Costs		(2,399)		(899)		(775)	(725)	
Total Golf Pro-Shop		(47,966)		(17,027)		(15,579)	(15,360)	
Food and Beverage								
Payroll & Related	((107,414)		(40,252)		(33,581)	(33,581)	
F & B Costs		(19,350)		(8,075)		(6,400)	(4,875)	
Other Costs Total Food & Beverage		(7,260)		(2,610)		(2,700)	(1,950)	
Total Expenses	(1,	,247,829)		(436,027)		(364,161)	(447,640)	
Contingency	((100,000)		(100,000)		-	-	
NET CASH FLOW	\$ ((841,523)	\$	(347,870)	\$	(196,635) \$	(297,018)	
Restructure, Legal and Financing Costs								
Debtors' Professional Fees		(129,000)		(65,085)		(18,516)	(45,399)	
Dorfinco's Professional Fees	((135,846)		(49,255)		(46,680)	(39,911)	
Committee Professional Fees Dorfinco Due Diligence Expenses		(18,300)		(5,000)		(5,000)	(8,300)	
Board and Other Expenses		-		-		-	-	
Arrangement Fee		_		_		-	-	
Interest		(38,213)		(10,950)		(12,535)	(14,729)	
Total Other Expenses	((321,359)		(130,290)		(82,731)	(108,339)	
NET CASH FLOW	\$ (1,	,162,882)	\$	(478,159)	\$	(279,366) \$	(405,357)	
Cash Balance		297 944	¢	297.947	¢	25,000 6	25,000	
Beginning Cash Balance		287,866 .162,882)	\$ \$	287,866 (478,159)	\$ \$	25,000 \$ (279,366) \$	25,000 (405,357)	
	(1,	287,866 ,162,882) 900,016	\$ \$ \$	287,866 (478,159) 215,293		25,000 \$ (279,366) \$ 279,366 \$	25,000 (405,357) 405,357	

Note: Numbers may not add due to rounding.