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REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 MAY -6 PH 3: 23

WERNER CHRISTEN
RECORDER
\$ 18⁰⁰ PAID *kg* DEPUTY

Return to:

FRANK A. UTSET, ESQ.
Greenspoon, Marder, Hirschfeld, Rafkin
Ross & Berger, P.A.
3015 N. Ocean Blvd., Suite 121
Fort Lauderdale, FL 33308
T309005010

ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT OF DECLARANT'S RIGHTS ("Assignment") is entered into as of this 29 day of April, 2004, by and between **QM CORPORATION**, a Nevada corporation ("Assignor"), and **CENTURION RESORTS CORPORATION**, a Florida corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement and Escrow Instructions dated February 13, 2004, as amended ("Contract") for the purchase and sale of 11 units containing 459 undedicated timeshare intervals and 102 dedicated timeshare intervals.

WHEREAS, Capri Resorts, Inc., a Nevada corporation, the Declarant in the Declaration of Timeshare Use (Kingsbury Crossing) recorded as Document No. 076233, Book 283, Page 1341, Official Records, Douglas County, Nevada assigned its rights as Declarant to Litchfield Financial Corporation, a Massachusetts corporation, on January 10, 1997, recorded as Document No. 405732, Book 0197, Page 4229, Official Records, Douglas County, Nevada.

WHEREAS, Litchfield Financial Corporation, a Massachusetts corporation, the Successor by Assignment to the Rights of the Declarant under the Declaration of Timeshare Use (Kingsbury Crossing) recorded as Document No. 405732, Book 0197, Page 4229, Official Records, Douglas County, Nevada assigned its rights as Declarant to Assignor on March 7, 1997, recorded as Document No. 0408027, Book 0397, Page 1125, Official Records, Douglas County, Nevada.

WHEREAS, Assignor is the Successor by Assignment to the Rights of Declarant under the Declaration of Timeshare Use (Kingsbury Crossing) recorded as Document No. 076233, Book 283, Page 1341, Official Records, Douglas County, as amended ("Declaration").

WHEREAS, Assignee has requested and Assignor has agreed to assign Assignor's rights as Successor by Assignment to the rights of the Declarant under the Declaration, including without limitation the rights contained in paragraph 1.32, 2.5, 2.6 and 2.7 thereof, to the Assignee.

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

1. Assignment. Assignor does hereby SELL, ASSIGN, TRANSFER, SET OVER, DELIVER and CONVEY unto Assignee and its successors and assigns all of Assignor's right, title and interest as Declarant under the Declaration ("Declarant's Rights").

2. Assumption of Declarant's Rights. Assignee does hereby accept from Assignor the foregoing Assignment of Declarant's Rights.

3. Indemnification. Assignor hereby covenants and agrees to indemnify and hold harmless Assignee from and against any and all losses, liabilities and expenses (including reasonable attorneys' fees) incurred by Assignee as a result of claims or causes of action being brought against Assignee, as Assignor's successor in interest to the Declarant's Rights, arising out of or relating to a breach by Assignor of any obligations with respect to the Declarant's Rights occurring prior to the date hereof.

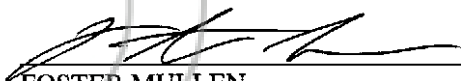
Assignee hereby covenants and agrees to indemnify and hold harmless Assignor from and against any and all losses, liabilities and expenses (including reasonable attorneys' fees) incurred by Assignor as a result of claims or causes of action being brought against Assignor, arising out of or relating to a breach by Assignee of any obligations with respect to the Declarant's Rights occurring after to the date hereof.

4. Binding Effect. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument to be effective as of date first set forth above.

ASSIGNOR:

QM CORPORATION, a Nevada corporation



FOSTER MULLEN
Title: President / CEO

ASSIGNEE:

CENTURION RESORT CORPORATION, a Florida corporation

J.P. OTTINO, III, Vice President

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

1. Assignment. Assignor does hereby SELL, ASSIGN, TRANSFER, SET OVER, DELIVER and CONVEY unto Assignee and its successors and assigns all of Assignor's right, title and interest as Declarant under the Declaration ("Declarant's Rights").

2. Assumption of Declarant's Rights. Assignee does hereby accept from Assignor the foregoing Assignment of Declarant's Rights.

3. Indemnification. Assignor hereby covenants and agrees to indemnify and hold harmless Assignee from and against any and all losses, liabilities and expenses (including reasonable attorneys' fees) incurred by Assignee as a result of claims or causes of action being brought against Assignee, as Assignor's successor in interest to the Declarant's Rights, arising out of or relating to a breach by Assignor of any obligations with respect to the Declarant's Rights occurring prior to the date hereof.

Assignee hereby covenants and agrees to indemnify and hold harmless Assignor from and against any and all losses, liabilities and expenses (including reasonable attorneys' fees) incurred by Assignor as a result of claims or causes of action being brought against Assignor, arising out of or relating to a breach by Assignee of any obligations with respect to the Declarant's Rights occurring after to the date hereof.

4. Binding Effect. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument to be effective as of date first set forth above.

ASSIGNOR:

QM CORPORATION, a Nevada corporation

FOSTER MULLEN

Title: _____

ASSIGNEE:

CENTURION RESORT CORPORATION, a Florida corporation



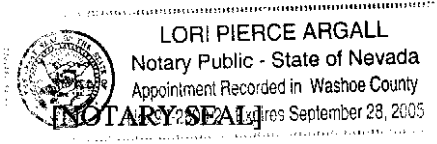
J.P. O'DRINO, III, Vice President

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STATE OF Nevada)
) SS
COUNTY OF Washoe)

The foregoing instrument was sworn and subscribed before me this 29th day of April, 2004, by Foster Mullen as President/CEO of **QM CORPORATION**, a Nevada corporation, on behalf of the corporation. (He) She is personally known to me or has produced _____ as identification.



Lori Pierce Argall

NOTARY PUBLIC, State of Nevada
Print Name: Lori Pierce Argall
My Commission No.: 97-2800-2
Commission Expires: 9-28-2005

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was sworn and subscribed before me this _____ day of _____, 2004, by J.P. OTTINO, III as Vice President of **CENTURION RESORTS CORPORATION**, a Florida corporation, on behalf of the corporation. He / She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida
Print Name: _____
My Commission No.: _____
Commission Expires: _____

[NOTARY SEAL]

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STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was sworn and subscribed before me this _____ day of _____, 2004, by _____ as _____ of **QM CORPORATION**, a Nevada corporation, on behalf of the corporation. He / She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of _____
Print Name: _____
My Commission No.: _____
Commission Expires: _____

[NOTARY SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was sworn and subscribed before me this 27th day of April, 2004, by J.P. OTTINO, III as Vice President of **CENTURION RESORTS CORPORATION**, a Florida corporation, on behalf of the corporation. He / ~~She~~ is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida
Print Name: Frank A. Utset
My Commission No.: DD 281700
Commission Expires: 1-15-08

[NOTARY SEAL]



Frank A. Utset
Commission #DD281700
Expires: Jan 15, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

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