



**COLLATERAL ASSIGNMENT OF NOTES RECEIVABLE AND MORTGAGES**

***Title of Document:*** Collateral Assignment of Notes Receivable and Mortgages  
***Date of Document:*** October 12, 2007  
***Grantor/Borrower:*** Walley's Partners Limited Partnership  
***Grantee/Lender:*** Resort Funding LLC  
***Address:*** 360 South Warren Street, 6th Floor  
Syracuse, New York 13202  
***Legal Description:*** \_\_\_\_\_

This Collateral Assignment of Notes Receivable and Mortgages ("Assignment") is made and executed as of October 12, 2007, by Walley's Partners Limited Partnership, a Nevada limited partnership ("Walley's"), whose address is 213 W. Wesley Street, Suite 200, Wheaton, Illinois 60187, to Resort Funding LLC, a Delaware limited liability company ("Lender"), whose address is 360 South Warren Street, 6th Floor, Syracuse, New York 13202.

RECITALS:

A. Lender, Walley's and Quintus Resorts, LLC, a Nevada limited liability company, ("Quintus"), (Walley's and Quintus being collectively referred to herein as "Borrower") entered into that certain Hypothecation Loan Agreement, dated as of December 30, 2005 (as amended from time to time, the "Agreement") (capitalized terms used and not defined herein shall have the meaning given to them in the Agreement), pursuant to which Lender agreed to lend, on the terms and conditions set forth in the Agreement, up to \$35,000,000.00 (the Loan") to Borrower, evidenced by the Note (as defined in the Agreement), which is secured by a security interest and lien granted by Borrower to Lender in certain Collateral (as defined in the Agreement).


B. The Agreement provides that Borrower will assign certain Collateral in accordance with the Agreement to Lender.

In consideration of the foregoing, Borrower agrees as follows:

1. The above recitals are true and correct and incorporated in this Assignment.
2. Walley's hereby conveys, assigns, transfers, and sets over to Lender all of its right, title, and interest in and to the Notes Receivable, Mortgages and the Purchase Documents related thereto described in Exhibit "A" attached and incorporated in this Assignment, with recourse and with warranty as more fully set forth in the Agreement.
3. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

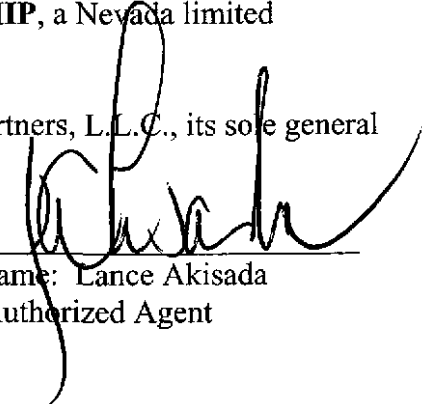
IN WITNESS WHEREOF, Borrower has executed this Assignment on the date first written above

**QUINTUS RESORTS, LLC** a Delaware limited liability company

By:   
Print Name: Lance Akisada  
Title: Authorized Agent

**WALLEY'S PARTNERS LIMITED PARTNERSHIP**, a Nevada limited partnership

By: Valley Partners, L.L.C., its sole general partner

By:   
Print Name: Lance Akisada  
Title: Authorized Agent

STATE OF NEVADA )  
 ) ss. )  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledge before me this 12<sup>th</sup> day of October, 2007, by Lance Akisada, Authorized Agent of **QUINTUS RESORTS, LLC**, a Delaware limited liability company, on behalf of said limited liability company.



Susan O'Neil  
Notary Public State of Nevada  
Appointment Accepted in County of Carson  
My Appointment Expires: March 1, 2010  
06-103797-3

Susan O'Neil  
(Notary Signature)

Susan O'Neil  
(Notary Name Printed)  
NOTARY PUBLIC  
My Commission Expires: 3/1/2010

STATE OF NEVADA )  
 ) ss. )  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledge before me this 12<sup>th</sup> day of October, 2007, by Lance Akisada, Authorized Agent of Valley Partners, L.L.C., as sole general partner of **WALLEY'S PARTNERS LIMITED PARTNERSHIP**, a Nevada limited partnership, on behalf of said limited liability company.



Susan O'Neil  
Notary Public State of Nevada  
Appointment Accepted in County of Carson  
My Appointment Expires: March 1, 2010  
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Susan O'Neil  
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(Notary Name Printed)  
NOTARY PUBLIC  
My Commission Expires: 3/1/2010



# EXHIBIT "A"

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<u>Interval Number</u>	<u>Trustor(s) Name</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
17-094-35-01	ROBERT THOMAS HAWKINS PAMELA M. HAWKINS	9/20/2007	0907	4308	709531
17-094-34-01	GEORGE WILLIAMS DEBORAH WILLIAMS	9/20/2007	0907	4315	709533
17-103-11-81	FRANK ESCOBAR, JR. MARY ELLEN ESCOBAR	9/28/2007	0907	7070	710147
17-102-38-01	HAROLD B. GARDNER VARETTA V. GARDNER	9/28/2007	0907	7077	710149
17-103-15-81	ARDEN L. KWAN HOWARD L. McFARLAND	9/28/2007	0907	7084	710151
17-097-13-82	GLENDA KAY VIEROW	9/28/2007	0907	7096	710155
17-103-13-01	DEBORAH L. WILSON- BAILEY LAWRENCE W. BAILEY	9/28/2007	0907	7103	710157
17-103-18-81	GRANT CRAMER JERI CRAMER	10/5/2007	1007	1746	710669
17-103-20-81	JUSTIN LYNNE CRONE AILEEN DUTRA CRONE	10/5/2007	1007	1753	710671
17-102-32-81	MARK R. RIESEN	10/5/2007	1007	1760	710673
17-103-14-81	KERRY A. SATTERLEE DENISE M. SATTERLEE	10/5/2007	1007	1767	710675
17-102-26-81	JON CHARLES WRIGHT	10/5/2007	1007	1777	710678