



**COLLATERAL ASSIGNMENT OF NOTES RECEIVABLE AND MORTGAGES**

***Title of Document:*** Collateral Assignment of Notes Receivable and Mortgages  
***Date of Document:*** December 14, 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 December 14, 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).

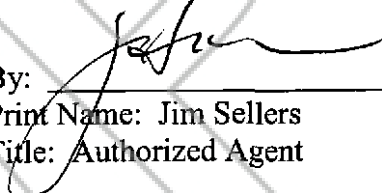
B. The Agreement provides that Borrower will assign certain Collateral in accordance with the Agreement to Lender.

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.

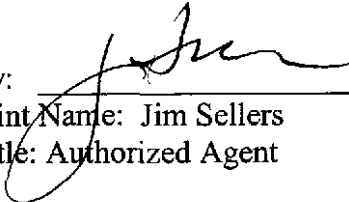
IN WITNESS WHEREOF, Borrower has executed this Assignment on the date first written above

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

By:   
Print Name: Jim Sellers  
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: Jim Sellers  
Title: Authorized Agent

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledge before me this 14<sup>th</sup> day of December, 2007, by Jim Sellers, authorized agent of **QUINTUS RESORTS, LLC**, a **Delaware limited liability company**, on behalf of said limited liability company.

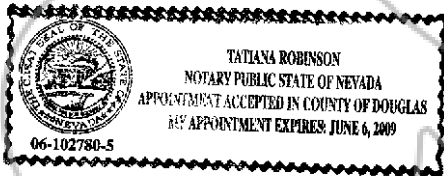


Tatiana Robinson  
(Notary Signature)

Tatiana Robinson  
(Notary Name Printed)  
NOTARY PUBLIC  
My Commission Expires: June 6, 2009

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledge before me this 14<sup>th</sup> day of December, 2007, by Jim Sellers, 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.



Tatiana Robinson  
(Notary Signature)

Tatiana Robinson  
(Notary Name Printed)  
NOTARY PUBLIC  
My Commission Expires: June 6, 2009

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>
17-093-42-01	ADAM JOSEPH THOMPSON KANDI DARLENE THOMPSON	11/15/2007	1107	3816	713081
17-102-43-81	JOHNNY T. DEAL HEIDI L. DEAL	11/16/2007	1107	4079	713142
17-103-16-81	RAUL B. MARTINEZ LAURA E. MARTINEZ	12/7/2007	1207	1316	714448
17-103-03-81	KENNETH RACHKO ELAINE D. RACHKO	12/7/2007	1207	1323	714450

