



Prepared by and after Recording Return To:

Marty A. Stone, Esquire
Celebrity Resorts – Legal Department
8451 Palm Parkway
Orlando, Florida 32836

AMENDED AND RESTATED
COLLATERAL ASSIGNMENT OF MANAGEMENT AGREEMENT

FOR VALUE RECEIVED, CELEBRITY RESORTS OF NEVADA GENOA MANAGEMENT, LLC, a Nevada limited liability company (“Assignor”), effective the 3rd day of April 2009, does hereby collaterally assign, transfer and set over unto **JARED M. MEYERS and KRISTI K. MEYERS (“Assignee”)**, and does hereby grant to Assignee a security interest in, on the terms and conditions hereinafter set forth, all of Assignor’s rights, title and interest in, to and under all Assignor’s rights and assumptions, whether now existing or hereafter arising, relating, directly or indirectly, to that certain Amended and Restated Management Agreement dated January 25, 2000, as assigned, for the management of Celebrity Resorts Carson Valley - David Walley’s Hot Springs and Spa in Carson Valley, Nevada (“Walley’s Management Agreement”).

ASSIGNMENT

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of the rights, title and interest of Assignor in, to and under the Walley's Management Agreement, including but not limited to the right to collect all payments due thereunder, to have and to hold the same unto Assignee, free and clear of all liabilities, obligations, and defaults, but subject to the covenants, conditions and other provisions contained therein.

2. No Assumption. Assignee shall not assume any obligations of Assignor or otherwise under the Walley’s Management Agreement and shall not be liable for any act or omission thereunder but shall only be liable to account for monies actually received by Assignee.

3. Document Modification. Assignor will not without the prior written consent of Assignee cancel or modify the Walley’s Management Agreement.



4. Law Governing, Venue and Waiver of Jury Trial. The terms, conditions and provisions of this Assignment shall be governed by the laws of the state of Florida. The parties agree that any action requiring court jurisdiction shall exclusively occur in the circuit court of Orange County, Florida. The parties hereby waive trial by jury. The prevailing party in any dispute arising out of this Assignment will be entitled to recover reasonable attorneys' fees from the non-prevailing party.

5. Miscellaneous. This Agreement is binding upon the parties hereto and their respective successors and assigns. This Agreement may not be amended except by a document executed by all parties hereto. This Agreement may be executed in multiple counterparts.

"ASSIGNOR"

**CELEBRITY RESORTS OF
NEVADA GENOA
MANAGEMENT, LLC, a
Nevada limited liability company**

By: Jared M. Meyers
Name: Jared M. Meyers
Its: Chief Executive Officer

State of Florida

County of Orange

This instrument was acknowledged before me on 2nd day of March, 2010 by **Jared M. Meyers** as Chief Executive Officer of Celebrity Resorts of Nevada Genoa Management, LLC a Nevada limited liability company.



ANNA M. DI ROCCO
MY COMMISSION # DD 556692
EXPIRES: September 25, 2010
Bonded Thru Budget Notary Services

(Notary Seal – Commission Expires)

Anna M. Di Rocco
Signature of Notary Public

Anna M. Di Rocco
Print Name

(SIGNATURES CONTINUED ON NEXT PAGE)



"ASSIGNEE"

JARED M. MEYERS

By: *Jared M. Meyers*
Name: Jared M. Meyers

KRISTI K. MEYERS

By: *Kristi K. Meyers*
Name: Kristi K. Meyers

State of Florida

County of Orange

This instrument was acknowledged before me on *2nd* day of *March*, 2010 by **Jared M. Meyers** and **Kristi K. Meyers**, both individually to be the persons as aforementioned above and personally know to me and did not take an oath.



ANNA M. DI ROCCO
MY COMMISSION # DD 556692
EXPIRES: September 25, 2010
Bonded Thru Budget Notary Services

Anna M. Di Rocco
Signature of Notary Public

Anna M. Di Rocco
Print Name

(Notary Seal – Commission Expires)