



**UCC FINANCING STATEMENT**  
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Sandra G. Porter, Esq.  
 Carlton Fields, P.A.  
 Post Office Box 3239  
 Tampa, FL 33601-3239

08978

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR

1a. ORGANIZATION'S NAME  
 Quintus Resorts, LLC

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 213 W. Wesley Street, Suite 202 Wheaton IL 60187 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE: ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Limited liability company 1f. JURISDICTION OF ORGANIZATION Delaware 1g. ORGANIZATIONAL ID# if any 2903882  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE: ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID# if any  NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR

3a. ORGANIZATION'S NAME  
 Resort Funding LLC, a Delaware limited liability company

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 360 South Warren Street, 6<sup>th</sup> Floor Syracuse NY 13202 USA

4. This FINANCING STATEMENT covers the following collateral:

See Collateral Description attached and legal description of real property affected, attached as Exhibit A and A-1.

5. ALTERNATE DESIGNATION (if applicable)  LESSEE/LESSOR  CONSIGNEE/ CONSIGNOR  BAILEE/ BAILOR  SELLER/ BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA



**Exhibit "A" to UCC-1 Financing Statement**

(a) **Improvements**. All of the following (collectively, "**Improvements**"): all buildings, improvements, and fixtures now or in the future located or to be constructed on the land described in **Exhibit "A-1"** hereto (the "Land"); all machinery, appliances, equipment, furniture, fixtures, and all other personal property of every kind or nature located in or on, or attached to, or used or to be used in connection with the Land, the buildings, improvements, or fixtures located thereon; all building materials and goods procured for use or in connection with the foregoing; and all additions, substitutions, and replacements to any of the foregoing;

(b) **Plans, Specifications**. To the extent assignable, all plans, specifications, architectural renderings, surveys, drawings, soil test reports, all other reports, examinations, and analyses of the Land or the Improvements;

(c) **Appurtenances**. All easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, mineral rights, water rights and powers, air rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating, or appertaining to any of the Land or Improvements, whether now owned or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, which shall in any way belong, relate, or be appurtenant thereto (collectively, "**Appurtenances**");

(d) **Leases and Rents**. All agreements permitting the use or occupancy of the Land or Improvements now or hereafter entered into ("**Leases**") and all proceeds from the sale of any interest in the Land or Improvements, including, without limitation, proceeds from the sale of Intervals which have not been released from this Mortgage, rents, prepayments, security deposits, termination payments, royalties, profits, issues, and revenues from the Land or Improvements from time to time accruing under the Leases ("**Rents**"), reserving to Debtor, however, so long as no Event of Default has occurred under this Mortgage, the right to receive and apply the Rents in accordance with the section of this Mortgage entitled Leases; Assignment of Rents and Leases;

(e) **Claims**. All claims, demands, judgments, insurance proceeds, refunds, reserves, deposits, rights of action, awards of damages, compensation, settlements, and other rights to the payment of money hereafter made resulting from or relating to (i) the taking of the Land or the Improvements or any part thereof under the power of eminent domain, (ii) any damage, whether caused by such taking, by casualty, or otherwise, to the Land, Property, Improvements, or Appurtenances, or any part thereof, or (iii) the ownership or operation of the Property;

(f) **Insurance Policies, Trademarks**. To the extent assignable, all management contracts, permits, certificates, insurance policies as related to the Land and the Improvements, logos, trademarks, tradenames, trade secrets, good will, franchises, permits, approvals, other contracts, purchase and sale agreements, purchase options,



entitlements, development rights and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation, and use of the Land, Improvements, or Leases, including, without limitation, building permits, environmental certificates, licenses, certificates of operation, warranties, guaranties, and Debtor's rights under restrictive covenants affecting the Property, whether now or hereafter existing;

(g) Accounts, Contracts. All accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, goods, and equipment arising from or located on the Land or Improvements and all books and records relating to the foregoing; such contracts shall include, without limitation, any construction contract. Each and every right of Debtor to the payment of money relating to the Property, including, but not limited to, all present and future debt instruments, chattel paper, accounts, loans, and obligations receivable, tax refunds, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests, including, without limitation, all liens and security interests, which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment of against any of the property of such account debtor or other obligor;

(h) Deposits. All monies on deposit with or for the benefit of Secured Party, including, without limitation, all deposits for the payment of real estate taxes and any cash collateral account;

(i) Documents of Title. All warehouse receipts, bills of lading, and other documents of title covering the property described in this **Exhibit "A"**;

(j) Proceeds and Products. All proceeds, products, replacements, additions, substitutions, renewals, and accessions of and to the Land, Improvements, Appurtenances, or any other property described in this **Exhibit "A"**;

(k) Facility Use Agreement. All of Debtor's rights under that certain Amended and Restated Facility Use Agreement dated January 25, 2000 between Debtor and the Walley's Property Owners Association, a Nevada nonprofit corporation ("WPOA"), which is the subject of that certain Memorandum of Agreement of even date therewith, recorded on January 28, 2000 in the office of the County Recorder of Douglas County, Nevada, as document no. 0485268;

(l) Facilities Use Agreement. Any and all of Debtor's rights, title and interest under that certain Amended and Restated Facility Use Agreement executed between Debtor and the WPOA dated January 25, 2000, as assigned and amended by that certain Amendment



of Facilities Use Agreement executed on or of even date herewith (as amended and assigned, "FUA") related to the facilities described in the FUA ("Facilities");

(m) Facilities Lease. Any and all of Debtor's rights, title and interest under that certain Net Lease Agreement dated on or of even date herewith of the Facilities by in favor of the WPOA for a term ending December 31, 2010;

(n) Amended Management Agreement. Any and all of Debtor's rights, title and interest under that certain Amended and Restated Management Agreement dated January 25, 2000, executed by and between Quintus Vacation Management, LLC, a Nevada limited liability company ("QVM") and the WPOA, as assigned and amended pursuant to the terms of that certain Amendment to Management Agreement dated on or of even date herewith;

(o) Purchase Option. Any and all of Debtor's rights, title and interest under that certain grant of the Purchase Option Agreement dated on or of even date herewith in favor of the WPOA with respect to the Facilities.

(p) Liquor Licenses. Any and all of Debtor's rights, title and interest with respect to any and all liquor licenses now or hereinafter obtained with respect to the operation of the property described in this **Exhibit "A"**;

(q) Declarant's Rights. All right, title and interest of Debtor as Declarant under that certain Fifth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort recorded August 27, 2001 in Book 0801 at Page 6980 as Document No. 0521436 of Official Records of Douglas County, Nevada; and

(r) After-Acquired Rights. Any and all after-acquired rights, titles, or interests of Debtor in and to any property described in this **Exhibit "A."**



**Exhibit A-1 to UCC**

**(Legal Description/B-2)**

Real property in the City of Genoa, County of Douglas, State of Nevada, described as follows:

Parcel A:

A parcel of land located within a portion of the West one-half of the Southeast one-quarter (W1/2SE1/4) of Section 15 and the West one-half of the Northeast one-quarter (W1/2NE1/4) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T.13N., R19.E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey for David Walley's Resort, a commercial subdivision, recorded April 29, 2002 in the office of Recorder, Douglas County, Nevada as Document No. 540898; thence along the north-south centerline of said Section 15, North 00°03' 48" West, 1322.57 feet to a found 2" iron pipe, no tag; thence North 86°52'39" East, 249.87 feet to a point on the easterly right-of-way of Foothill Road, the northwest corner of Remainder Parcel as shown on said Record of Survey, the POINT OF BEGINNING; thence along the boundary of said Remainder Parcel the following courses: thence continuing North 86°52'39" East, 4.38 feet to a found fence post, no tag, per Deed recorded February 28, 1977 in the office of Recorder, Douglas County, Nevada in Book 277, at Page 1249; thence South 89°20'43" East, 1064.63 feet; thence South 00°04'09" West, 2621.92 feet to a point on the north-south 1/16 line of the Northeast one-quarter of said Section 22; thence South 89°11'10" West, 1178.84 feet to a found 1/2" rebar, no tag, a point on said easterly right-of-way of Foothill Road; thence along said easterly right-of-way along the arc of a curve to the left, nontangent to the preceding course, having a radius of 1240.00 feet, central angle of 02°22'15", arc length of 51.31 feet, chord bearing North 05°40'39" East, and chord distance of 51.31 feet; thence North 04°29'31" East, 313.93 feet; thence along the arc of a curve to the right having a radius of 1160.00 feet, central angle of 24°21'00", arc length of 492.99 feet, chord bearing North 16°40'01" East, and chord distance of 489.28 feet; thence North 28°50'31" East, 265.21 feet; thence along the arc of a curve to the left having a radius of 1240.00 feet, central angle of 54°31'00", arc length of 1179.85 feet, chord bearing North 01°35'01" East, and chord distance of 1135.85 feet; thence North 25°40'29" West, 499.42 feet to the POINT OF BEGINNING.

Together with the Rights reserved by Grantor in that certain Access Easement and Relocation deed recorded May 26, 2006 in Book 0506, Page 10729 as document No. 676008 of the Official Records of Douglas County, Nevada, and including the permanent non-exclusive easement rights granted therein.

Together with the Rights reserved by Grantor in that certain Access Easement deed recorded July 26, 2006 in Book 0706, Page 9371 as Document No. 680633 of the Official Records of Douglas County, Nevada, and including the permanent non-exclusive easement rights granted therein.

EXCEPTING THEREFROM PARCEL B



Parcel B (also referred to herein as Parcels I-XII):

Parcel I

Parcel E-1 of the Final Subdivision Map LDA # 98-05 for David Walley's Resort, a Commercial Subdivision, filed for record with the Douglas County Recorder on October 19, 2000 in Book 1000 at Page 3464 as Document No. 0501638 and by Certificate of Amendment recorded November 03, 2000 in Book 1100 at Page 467 as Document No. 0502689, Official Records of Douglas County, Nevada.

Together with permanent non-exclusive easement for utilities and access for the benefit of Parcel E-1 as set forth in Quitclaim Deed recorded September 17, 1998 in Book 998 at Page 3250 as Document No. 0449574, Official Records, Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation Deed recorded May 26, 2006 in Book 0506, Page 10729 as document No. 676008, Official Records, Douglas County, Nevada.

Parcel II

Adjusted Parcel F: A parcel of land located within a portion of the west one-half of the northeast one-quarter ( $W \frac{1}{2} NE \frac{1}{4}$ ) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows: Commencing at the one-quarter corner common to Sections 15 and 22, T13N, R19E, M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of the Recorder, Douglas County, Nevada as Document No. 211937; thence South 57 deg. 32. 32. east, 640.57 feet to the point of beginning; thence north 80 deg. 00. 00. east, 93.93 feet; thence north 35 deg. 00. 00. east, 22.55 feet; thence north 10 feet 00. 00. west, 92.59 feet; thence north 80 deg. 00. 00. east, 72.46 feet; thence south 10 deg. 00. 00. east, 181.00 feet; thence south 80 deg. 00. 00. west, 182.33 feet; thence north 10 deg. 00. 00. west, 72.46 feet to the point of beginning. (Reference is made to Record of Survey for Walley's Partners Ltd. Partnership, in the office of the County Recorder of Douglas County, Nevada, recorded September 17, 1998 in Book 998 at Page 3261 as Document No. 449576).

Parcel III

Adjusted Parcel G as shown on that Record of Survey to Support a Boundary Line Adjustment recorded September 20, 2002 in the Office of the Douglas County Recorder as Document No. 0552536, adjusting that Record of Survey recorded April 29, 2002 as Document No. 0540898, pursuant to that Final Subdivision Map LDA # 98-05 for David Walley's Resort, a Commercial Subdivision, filed for record with the Douglas County Recorder on October 19, 2000 in Book 1000, Page 3464 as Document No. 0501638 and by Certificate of Amendment recorded November 03, 2000 in Book 1100, Page 467 as Document No. 0502689, Official Records of Douglas County, Nevada.



Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation Deed recorded May 26, 2006 in Book 0506, Page 10729 as document No. 676008, Official Records, Douglas County, Nevada.

Parcel IV

Adjusted Parcel H as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on September 19, 2005 in Book 0905 at Page 6557 as Document No. 0655402, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation Deed recorded May 26, 2006 in Book 0506, Page 10729 as document No. 676008, Official Records, Douglas County, Nevada.

Parcel V

Parcel I as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on May 26, 2006 in Book 0506 at Page 10742 as Document No. 0676009, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation Deed recorded May 26, 2006 in Book 0506, Page 10729 as document No. 676008, Official Records, Douglas County, Nevada.

Parcel VI

Adjusted Parcel J as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation recorded May 26, 2006 in Book 0506 at Page 10729 as Document No. 0676008; and Access Easement recorded on July 26, 2006 in Book 0706 at Page 9371 as Document No. 0680633, all of Official Records, Douglas County, Nevada.



Parcel VII

Parcel K as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation recorded May 26, 2006 in Book 0506 at Page 10729 as Document No. 0676008; and Access Easement recorded on July 26, 2006 in Book 0706 at Page 9371 as Document No. 0680633, all of Official Records, Douglas County, Nevada.

Parcel VIII

Parcel L as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation recorded May 26, 2006 in Book 0506 at Page 10729 as Document No. 0676008; and Access Easement recorded on July 26, 2006 in Book 0706 at Page 9371 as Document No. 0680633, all of Official Records, Douglas County, Nevada.

Parcel IX

Parcel M as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement recorded July 26, 2006 in Book 0706 at Page 9371 as Document No. 680633 of Official Records, Douglas County, Nevada.

Parcel X

Parcel N as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County





Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement recorded July 26, 2006 in Book 0706 at Page 9371 as Document No. 680633 of Official Records, Douglas County, Nevada.

Parcel XI

Parcel O as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement recorded July 26, 2006 in Book 0706 at Page 9371 as Document No. 680633 of Official Records, Douglas County, Nevada.

Parcel XII

Parcel P as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement recorded July 26, 2006 in Book 0706 at Page 9371 as Document No. 680633 of Official Records, Douglas County, Nevada.

Parcel C:

Parcels Q, R, S and T as shown on the Record of Survey for David Walley's Resort, filed for record with the Douglas County Recorder on August 6, 2009 as Document No. 748397, Official Records of Douglas County, Nevada.

APN: 1319-15-000-034