UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) **October 30, 2007**

Wyndham Worldwide Corporation

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**1-32876**	**20-0052541**
(State or Other Jurisdiction of Incorporation)	*(Commission File No.)*	*(I.R.S. Employer Identification Number)*
Seven Sylvan Way **Parsippany, NJ** *(Address of Principal Executive Office)*		**07054** *(Zip Code)*

Registrant's Telephone Number, Including Area Code: **(973) 753-6000**

None
(Former Name or Former Address if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 1.01. Entry into a Material Definitive Agreement.

New Timeshare Receivables Term Financing

On November 1, 2007, Wyndham Worldwide Corporation's (the "Company") subsidiary Sierra Timeshare 2007-2 Receivables Funding, LLC (the "Issuer") issued $80,000,000 aggregate principal amount of 5.37% Vacation Timeshare Loan Backed Notes, Series 2007-2, Class A-1, due 2019 and $375,000,000 aggregate principal amount of Floating Rate Vacation Timeshare Loan Backed Notes, Series 2007-2, Class A-2, due 2019 bearing interest at one-month LIBOR plus 1.00% per annum (collectively, the "Series 2007-2 Notes") under the Indenture and Servicing Agreement, dated as of November 1, 2007, by and among the Issuer, Wyndham Consumer Finance, Inc., as Servicer, and U.S. Bank National Association, as Trustee and as Collateral Agent (the "Indenture"). The Series 2007-2 Notes are secured under the Indenture primarily by a pool of pledged loans, each relating to the financing of one or more vacation ownership interests by a consumer, and related pledged assets. In addition, the payment of interest on, and principal of, the Series 2007-2 Notes are insured by a financial guaranty insurance policy issued by MBIA Insurance Corporation. A copy of the Indenture is attached hereto as Exhibit 10.1 and is incorporated by reference herein.

Certain of the initial purchasers of the 2007-2 Notes, the Trustee and the Collateral Agent, and their respective affiliates, have performed and may in the future perform, various commercial banking, investment banking and other financial advisory services for us and our subsidiaries for which they have received, and will receive, customary fees and expenses. Certain of the initial purchasers are affiliates of one or more entities who also serve as investors, or as administrators of investors, with respect to asset-backed commercial paper conduits that hold certain Secured Variable Funding Notes, issued by our Sierra Timeshare Conduit Receivables Funding Company, LLC subsidiary, which were partially or fully repaid with the proceeds from the sale of the Series 2007-2 Notes.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Item 1.01. is hereby incorporated by reference.

Item 8.01. Other Events.

Amendments to Timeshare Receivables Conduit Facility

On October 30, 2007, the Company renewed its 364-day securitized vacation ownership bank conduit facility through October 2008. This facility bears interest at variable rates based on LIBOR and usage and its capacity was increased from $1.0 billion to $1.2 billion in connection with its renewal. This facility is subject to annual renewal.

Copies of the operative documents underlying the Sierra Timeshare Conduit Receivables Funding, LLC Loan Backed Variable Funding Notes Series 2002-1 (the "Series 2002-1 Notes") are attached hereto as Exhibit 10.2 through Exhibit 10.5 and are incorporated by reference herein.

Certain of the purchasers of the Series 2002-1 Notes, the trustee and the collateral agent, and their respective affiliates, have performed and may in the future perform, various commercial banking, investment banking and other financial advisory services for us and our subsidiaries for which they have received, and will receive, customary fees and expenses.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The exhibits appearing on the page immediately following the signature page of this report are furnished with this report.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

WYNDHAM WORLDWIDE CORPORATION

Date: November 6, 2007

By: /s/ Virginia M. Wilson
Virginia M. Wilson
Chief Financial Officer

WYNDHAM WORLDWIDE CORPORATION
CURRENT REPORT ON FORM 8-K
Report Dated October 30, 2007

EXHIBIT INDEX

Exhibit No.	Description
Exhibit 10.1	Indenture and Servicing Agreement, dated as of November 1, 2007, by and among Sierra Timeshare 2007-2 Receivables Funding, LLC, as Issuer, Wyndham Consumer Finance, Inc., as Servicer, U.S. Bank National Association, as Trustee and Collateral Agent.
Exhibit 10.2	First Amendment, dated as of October 30, 2007, to the Amended and Restated Master Indenture and Servicing Agreement, dated as of August 29, 2002 and amended and restated as of July 7, 2006, by and among Sierra Timeshare Conduit Receivables Funding, LLC, Wyndham Consumer Finance Inc., as Master Servicer, U.S. Bank National Association, as Trustee and Collateral Agent.
Exhibit 10.3	Second Amendment, dated as of October 30, 2007, to the Series 2002-1 Supplement to Master Indenture and Servicing Agreement, dated as of August, 29, 2002 and amended and restated as of July 7, 2006 as amended on November 13, 2006, by and among Sierra Timeshare Conduit Receivables Funding, LLC, as Issuer, Wyndham Consumer Finance, Inc., as Master Servicer, U.S. Bank National Association, as Collateral Agent and Wells Fargo Bank National Association, as Trustee.
Exhibit 10.4	Amended and Restated Master Loan Purchase Agreement, dated as of August 29, 2002, as amended and restated as of October 30, 2007, by and among Wyndham Consumer Finance, Inc., as a Seller, Wyndham Vacation Resorts, Inc., as an originator, Wyndham Resort Development Corporation, as an originator, and the originators named therein, and Sierra Deposit Company, LLC, as Purchaser.
Exhibit 10.5	Amended and Restated Series 2002-1 Supplement to Master Loan Purchase Agreement, dated as of August 29, 2002, as amended and restated as of October 30, 2007, by and among Wyndham Consumer Finance, Inc., as seller, Wyndham Vacation Resorts, Inc. as an originator, Wyndham Resort Development Corporation, as an originator, and the originators named therein, and Sierra Deposit Company, LLC, as Purchaser.

Exhibit 10.1

INDENTURE AND SERVICING AGREEMENT

Dated as of November 1, 2007

by and among

SIERRA TIMESHARE 2007-2 RECEIVABLES FUNDING, LLC,

as Issuer

and

WYNDHAM CONSUMER FINANCE, INC.,

as Servicer

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee and as Collateral Agent

INDENTURE AND SERVICING AGREEMENT

THIS INDENTURE AND SERVICING AGREEMENT dated as of November 1, 2007 is by and among **SIERRA TIMESHARE 2007-2 RECEIVABLES FUNDING, LLC**, a limited liability company organized under the laws of the State of Delaware, as issuer, **WYNDHAM CONSUMER FINANCE, INC.,** a Delaware corporation, as Servicer, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as trustee and as collateral agent. This Indenture may be supplemented and amended from time to time in accordance with Article XV hereof.

RECITALS

The Issuer has duly authorized the execution and delivery of this Indenture to provide for the issuance of its loan backed notes as provided herein.

All covenants and agreements made by the Issuer herein are for the benefit and security of the Trustee, acting on behalf of the Noteholders, the Insurer and the Swap Counterparty.

The Issuer is entering into this Indenture, and the Trustee is accepting the trusts created hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. All things necessary have been done to make the Notes, when executed by the Issuer and authenticated and delivered by the Trustee as provided herein, the valid obligations of the Issuer and to make this Indenture a valid agreement of the Issuer, enforceable in accordance with its terms.

NOW THEREFORE, in consideration of the mutual agreements herein contained, each party agrees as follows for the benefit of the other parties and for the benefit of the Noteholders, the Insurer and the Swap Counterparty.

GRANTING CLAUSES

The Issuer hereby Grants to the Collateral Agent, for the benefit and security of the Trustee, acting on behalf of the Noteholders, the Insurer and the Swap Counterparty, all of the Issuer's right, title and interest, whether now owned or hereafter acquired, in, to and under the following:

(a) all Pledged Loans and all Collections, together with all other Pledged Assets;

(b) the Collection Account and all money, investment property, instruments and other property credited to, carried in or deposited in the Collection Account;

(c) all money, investment property, instruments and other property credited to, carried in or deposited in a Lockbox Account or any other bank or similar account into which Collections are deposited, to the extent such

money, investment property, instruments and other property constitutes Collections;

(d) the Reserve Account and all money, investment property, instruments and other property credited to, carried in or deposited in the Reserve Account;

(e) the Interest Rate Swap;

(f) all rights, remedies, powers, privileges and claims of the Issuer under or with respect to the Term Purchase Agreement, the Sale and Assignment Agreement and the Master Loan Purchase Agreements, including, without limitation, all rights of the Issuer to enforce all payment obligations of the Depositor, Sierra 2002 and each Seller and all rights to collect all monies due and to become due to the Issuer from the Depositor, Sierra 2002 or any Seller under or in connection with the Term Purchase Agreement, the Sale and Assignment Agreement or the Master Loan Purchase Agreements (including without limitation all interest and finance charges for late payments and proceeds of any liquidation or sale of Pledged Loans or resale of Vacation Ownership Interests or Vacation Credits and all other Collections on the Pledged Loans) and all other rights of the Issuer to enforce the Term Purchase Agreement, the Sale and Assignment Agreement and the Master Loan Purchase Agreements;

(g) all Assigned Rights with respect to the Pledged Loans and the Pledged Assets including, without limitation, all rights to enforce payment obligations of the Depositor, Sierra 2002 and each Seller and all rights to collect all monies due and to become due to the Issuer from the Depositor, Sierra 2002 or any Seller under or in connection with the Pledged Loans (including without limitation all interest and finance charges for late payments accrued thereon and proceeds of any liquidation or sale of Pledged Loans or resale of Vacation Ownership Interests or Vacation Credits and all other Collections on the Pledged Loans);

(h) all certificates and instruments, if any, from time to time representing or evidencing any of the foregoing property described in clauses (a) through (g) above;

(i) all present and future claims, demands, causes of and choses in action in respect of any of the foregoing and all interest, principal, payments and distributions of any nature or type on any of the foregoing;

(j) all accounts, chattel paper, deposit accounts, documents, general intangibles, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas and other minerals, consisting of, arising from, or relating to, any of the foregoing;

(k) all proceeds of the foregoing property described in clauses (a) through (j) above, any security therefor, and all interest, dividends, cash, instruments,

financial assets and other investment property and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for or on account of the sale, condemnation or other disposition of, any or all of the then existing property described in clauses (a) through (l) herein, and including all payments under insurance policies (whether or not a Seller or an Originator, the Depositor, Sierra 2002, the Issuer, the Collateral Agent or the Trustee is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the Collateral; and

(l) all proceeds of the foregoing.

The property described in the preceding sentence is collectively referred to as the "Collateral." The Grant of the Collateral to the Collateral Agent is for the benefit of the Trustee to secure the Notes equally and ratably without prejudice, priority or distinction among any Notes by reason of difference in time of issuance or otherwise, except as otherwise expressly provided in this Indenture and to secure (i) the payment of all amounts due on the Notes in accordance with their respective terms, (ii) the payment of all other sums payable by the Issuer under this Indenture, the Notes, the Premium Letter and the Insurance Agreement and (iii) compliance by the Issuer with the provisions of this Indenture, the Notes, the Premium Letter and the Insurance Agreement. This Indenture is a security agreement within the meaning of the UCC.

The Collateral Agent and the Trustee acknowledge the Grant of the Collateral, and the Collateral Agent accepts the Collateral in trust hereunder in accordance with the provisions hereof and agrees to perform the duties herein to the end that the interests of the Noteholders and the Insurer may be adequately and effectively protected.

The Trustee and the Collateral Agent each acknowledges that it has entered into the Collateral Agency Agreement pursuant to which the Collateral Agent acts as agent for the benefit of the Trustee for the purpose of maintaining a security interest in the Collateral. The Trustee and the Noteholders are bound by the terms of the Collateral Agency Agreement by the Trustee's execution thereof on their behalf.

ARTICLE I

DEFINITIONS

Section 1.1 Definitions

Whenever used in this Indenture, the following words and phrases shall have the following meanings:

"Account" shall mean the Collection Account or the Reserve Account, and "Accounts" shall mean the Collection Account and the Reserve Account.

"Accrued Interest" shall mean, with respect to each Class of Notes, an amount equal to the sum of (i) the interest accrued during the related Interest Accrual Period at the applicable Note Interest Rate on the Principal Amount of such Class of Notes as of the immediately

preceding Payment Date (or, in the case of the initial Payment Date, the Principal Amount as of the Closing Date) and (ii) any amounts payable pursuant to clause (i) above for such Class of Notes from all prior Payment Dates remaining unpaid, if any, plus, to the extent permitted by law, interest thereon for each Interest Accrual Period for such Class of Notes at the applicable Note Interest Rate.

"Administrative Services Agreement" shall mean either the Administrative Services Agreement dated as of August 29, 2002 by and between the Depositor and the Administrator or the Administrative Services Agreement dated as of October 2, 2007 by and between the Issuer and the Administrator, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms of the respective agreements.

"Administrator" shall mean, with respect to the Administrative Services Agreements, WCF, as administrator with respect to the Depositor and the Issuer, respectively, or any other entity which becomes the Administrator under the terms of the applicable Administrative Services Agreement.

"Affiliate" shall mean, when used with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person, and "control" means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and "controlling" and "controlled" shall have meanings correlative to the foregoing.

"Aggregate Default Rate" shall mean as of any Determination Date, a percentage obtained by dividing (i) the sum of the outstanding principal balance of each Pledged Loan (each such principal balance determined as of the day immediately preceding the date on which such Pledged Loan became a Defaulted Loan) that became a Defaulted Loan during the period commencing with the Cut-Off Date and ending at the end of the prior Due Period by (ii) the Aggregate Loan Balance as of the Cut-Off Date.

"Aggregate Loan Balance" shall mean, as of any time, the sum of the outstanding principal balances due under or in respect of all Pledged Loans, excluding Defaulted Loans.

"Aggregate Principal Amount" shall mean the sum of the Principal Amounts for all Classes of Notes.

"Agreement" shall mean this Indenture and Servicing Agreement as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms.

"Assigned Rights" shall mean all rights of the Depositor with respect to the Pledged Loans and related Transferred Assets including, but not limited to, the right to sell Defective Loans to the Sellers or to cause the Sellers to purchase Defective Loans from the Issuer; provided, however, that the Assigned Rights do not include any rights in, to or under the 2002 Performance Guaranty.

"Assignment of Mortgage" shall mean any assignment (including any collateral assignment) of any Mortgage.

"Authentication Agent" shall mean a Person designated by the Trustee to authenticate Notes on behalf of the Trustee.

"Authorized Officer" shall mean, with respect to the Issuer, any officer who is authorized to act for the Issuer in matters relating to the Issuer, and with respect to the Trustee, a Responsible Officer. Each party may receive and accept a certification of the authority of any other party as conclusive evidence of the authority of any person to act, and such certification may be considered as in full force and effect until receipt by such other party of written notice to the contrary.

"Available Funds" for any Payment Date shall mean an amount equal to the sum of (i) all payments (including prepayments—which include prepayments related to Timeshare Upgrades) of principal, interest and fees (which, for the sake of clarity, excludes maintenance fees assessed with respect to POAs) collected from or on behalf of the Obligors during the related Due Period on the Pledged Loans; (ii) any Servicer Advances made on or prior to the Payment Date with respect to payments due from the Obligors on the Pledged Loans during the related Due Period; (iii) all amounts received during the related Due Period as the Release Price paid to the Trustee for the release from the Lien of this Indenture securing the Notes of any Pledged Loan that has become a Defaulted Loan; (iv) all Net Liquidation Proceeds from the disposition of Pledged Assets securing Defaulted Loans received during the related Due Period; (v) the amounts received during the related Due Period by the Trustee as the Release Price in connection with the release of a Defective Loan; (vi) all other proceeds of the Collateral received by the Trustee or the Servicer during the related Due Period**;** (vii) the amount in excess of the Reserve Required Amount, if any, withdrawn from the Reserve Account in accordance with subsection 3.5(c) of this Indenture and deposited in the Collection Account on such Payment Date; and (viii) all amounts received by the Issuer under the Interest Rate Swap in connection with such Payment Date.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, Title 11 of the United States Code, as amended.

"Bankruptcy Trustee" shall have the meaning assigned to that term in the Insurance Policy.

"Benefit Plan" shall mean any "employee pension benefit plan" as defined in ERISA which is subject to Title IV of ERISA (other than a "multiemployer plan," as defined in Section 4001 of ERISA) and to which the Issuer, any eligible Seller or any ERISA Affiliate of the Issuer has liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA for any time within the preceding five years or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

"Business Day" shall mean any day other than (i) a Saturday or Sunday or (ii) a day on which banking institutions in New York, New York, Las Vegas, Nevada, or the city in which the Corporate Trust Office of the Trustee is located are authorized or obligated by law or executive order to be closed.

"Calculation Date" shall mean the close of business on the last Business Day of the related Due Period.

"Cash Accumulation Event" shall mean the occurrence of any of the following events:

(i) on any Determination Date, the average of the Delinquency Ratios for the three immediately preceding Due Periods is greater than 5.0%;

(ii) on any Determination Date, the average of the Default Percentages for the four immediately preceding Due Periods is greater than the applicable Default Percentage Threshold; or

(iii) on any Determination Date, the Aggregate Default Rate is greater than 23%.

A Cash Accumulation Event described in clause (i) above shall continue until the average of the Delinquency Ratios for the three immediately preceding Due Periods is equal to or less than 5.0% for three consecutive Determination Dates. A Cash Accumulation Event described in clause (ii) above shall continue until the average of the Default Percentages for the four immediately preceding Due Periods is equal to or less than the applicable Default Percentage Threshold for three consecutive Determination Dates. A Cash Accumulation Event described in clause (iii) above will continue until the Notes have been paid in full.

"Certificate of Authentication" shall have the meaning set forth in Section 2.2.

"Class" shall mean the Class A-1 Notes or the Class A-2 Notes.

"Class A-1 Notes" shall mean any of the $80,000,000 5.370% Vacation Timeshare Loan Backed Notes, Series 2007-2, Class A-1, due 2019.

"Class A-2 Notes" shall mean any of the $375,000,000 Floating Rate Vacation Timeshare Loan Backed Notes, Series 2007-2, Class A-2, due 2019.

"Class Percentages" shall mean for each Class, at any time, the percentage equivalent of a fraction the numerator of which is the Principal Amount of such Class and the denominator of which is the Aggregate Principal Amount of all Classes.

"Clearing Agency" shall mean an organization registered as a "clearing agency" pursuant to Section 17A of the Exchange Act.

"Clearing Agency Custodian" shall mean the entity maintaining possession of the Global Notes for the Clearing Agency.

"Clearing Agency Participant" means a broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects book-entry transfers and pledges of securities deposited with the Clearing Agency.

"Clearstream" shall mean Clearstream, Luxembourg, société anonyme, a professional depository incorporated under the laws of Luxembourg, and its successors.

"Closing Date" shall mean November 1, 2007.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" shall have the meaning specified in the Granting Clause of this Indenture.

"Collateral Agency Agreement" shall mean the Collateral Agency Agreement dated as of January 15, 1998 by and between Fleet National Bank as predecessor Collateral Agent, Fleet Securities, Inc. as deal agent and the secured parties named therein, as subsequently amended, including as amended by the Thirteenth Amendment to the Collateral Agency Agreement dated as of November 1, 2007 and all prior amendments, by and among the Collateral Agent, the Trustee and other secured parties, as such Collateral Agency Agreement may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Collateral Agent" shall mean U.S. Bank National Association in its capacity as collateral agent under this Indenture and the Collateral Agency Agreement or any successor collateral agent appointed under the Collateral Agency Agreement.

"Collection Account" shall mean the account described in Section 3.4 hereof and established for the deposit of Collections and other amounts as provided in this Indenture.

"Collections" shall mean, with respect to any Pledged Loan, all funds, collections and other proceeds of such Pledged Loan paid by or on behalf of the Obligor after the Cut-Off Date, including without limitation (i) all Scheduled Payments or recoveries (subject to Section 7.5(g)) made in the form of money, checks and like items to, or a wire transfer or an automated clearinghouse transfer received in, any of the Lockbox Accounts or received by the Issuer or the Servicer in respect of such Pledged Loan, (ii) all amounts received by the Issuer, the Servicer or the Trustee in respect of any Insurance Proceeds relating to such Pledged Loan or the related Vacation Ownership Interest and (iii) all amounts received by the Issuer, the Servicer or the Trustee in respect of any proceeds of a condemnation of property in any Resort, which proceeds relate to such Pledged Loan or the related Vacation Ownership Interest.

"Control Party" shall mean, (a) unless an Insurer Default has occurred and is continuing, the Insurer and (b) during the continuation of an Insurer Default, Noteholders representing 66 2/3% of the Aggregate Principal Amount of the Notes.

"Corporate Trust Office" shall mean the office of the Trustee at which at any particular time its corporate trust business is administered, which office at the date of the execution of this Indenture is located at 100 Wall Street, 16th Floor, New York, New York 10005, Attention: Structured Finance – Sierra 2007-2.

"Credit Card Account" shall mean an arrangement whereby an Obligor makes Scheduled Payments under a Loan via pre-authorized debit to a Major Credit Card.

"Credit Standards and Collection Policies" shall mean, if the Servicer is WCF or an Affiliate of WCF, the individual credit standards established by WVRI and WRDC and the collection policies established by WCF, attached hereto as Exhibit H and as amended from time to time in accordance with the restrictions of this Indenture, and if there is a Successor Servicer that is not an Affiliate of WCF, the collection policies of such Person for loans similar to the Pledged Loans.

"Custodial Agreement" shall mean the Ninth Amended and Restated Custodial Agreement dated as of November 1, 2007 by and among the Issuer, Sierra 2002, Sierra 2003-2, the Depositor, WCF, WRDC, U.S. Bank National Association, as Custodian, the Trustee and the Collateral Agent, the Sierra 2002 Trustee, the Sierra 2003-2 Trustee, the Sierra 2004-1 Trustee, the Sierra 2005-1 Trustee, the Sierra 2006-1 Trustee, the Premium 2007-A Trustee and the Sierra 2007-1 Trustee as the same may be further amended, supplemented or otherwise modified from time to time hereafter in accordance with its terms.

"Custodian" shall mean, at any time, the custodian under the Custodial Agreement.

"Customary Practices" shall, with respect to the servicing and administration of any Pledged Loans, have the meaning assigned to that term in the Purchase Agreement under which such Loan was transferred from the Seller to the Depositor.

"Cut-Off Date" shall mean, with respect to the Pledged Loans, the close of business on September 30, 2007.

"Debt" of any Person shall mean (a) indebtedness of such Person for borrowed money, (b) obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) obligations of such Person to pay the deferred purchase price of property or services, (d) obligations of such Person as lessee under leases which have been or should be, in accordance with GAAP, recorded as capital leases, (e) obligations secured by any lien, security interest or other charge upon property or assets owned by such Person, even though such Person has not assumed or become liable for the payment of such obligations, (f) obligations of such Person under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (a) through (e) above, and (g) liabilities of such Person in respect of unfunded vested benefits under Benefit Plans covered by Title IV of ERISA.

"Debtor Relief Laws" shall mean the Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, receivership, insolvency, reorganization, suspension of payments, or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

"Defaulted Loan" shall mean any Pledged Loan (a) for which any portion of a Scheduled Payment is delinquent more than 119 days, (b) with respect to which the Servicer shall have determined in good faith that the related Obligor will not resume making Scheduled Payments, (c) for which the related Obligor shall have become the subject of a proceeding under a Debtor Relief Law or (d) for which cancellation or foreclosure actions have been commenced.

"Default Percentage" shall mean, for any Due Period, the percentage equivalent of a fraction the numerator of which is the sum of the outstanding principal balance of each Pledged Loan (each such principal balance determined as of the day immediately preceding the date on which such Pledged Loan became a Defaulted Loan) that became a Defaulted Loan during such Due Period, and the denominator of which is the Aggregate Loan Balance as of the last day of such Due Period.

"Default Percentage Threshold" shall mean, for any Determination Date, 1.00%.

"Defective Loan" shall mean any Pledged Loan with an uncured material breach (with all breaches that give rise to actual rescission being deemed material on a Pledged Loan by Pledged Loan basis) of any representation or warranty of the Issuer set forth in Section 5.2 of this Indenture.

"Definitive Notes" shall have the meaning set forth in Section 2.11.

"Delinquency Ratio" shall mean, for any Due Period, a fraction the numerator of which is the sum of the outstanding principal balance of each Pledged Loan (each such principal balance determined as of the last day of such Due Period) which is a Delinquent Loan as of the last day of such Due Period and the denominator of which is the Aggregate Loan Balance as of the last day of such Due Period.

"Delinquent Loan" shall mean a Pledged Loan for which all or a portion of the Scheduled Payments are more than 60 days delinquent, other than a Pledged Loan that is a Defaulted Loan.

"Depositor" shall mean Sierra Deposit Company, LLC, a Delaware limited liability company.

"Depository Agreement" shall mean the agreement among the Issuer, the Trustee and The Depository Trust Company.

"Determination Date" shall mean, with respect to any Payment Date, the fifth Business Day preceding such Payment Date.

"Distribution Compliance Period" shall have the meaning specified in Rule 902 of Regulation S under the Securities Act.

"Due Period" shall mean, for the Payment Date occurring in December 2007, the two full calendar months preceding such Payment Date, and for each other Payment Date, the immediately preceding calendar month.

"DWAC" shall have the meaning set forth in subsection 2.13(a).

"Eligible Account" means either (a) a segregated account (including a securities account) with an Eligible Institution or (b) a segregated trust account with the corporate trust department of a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any domestic branch of a foreign bank), having corporate trust powers and acting as trustee for funds deposited in such account, so long

as any of the securities of such depository institution shall have a credit rating from each Rating Agency in one of its generic rating categories which signifies investment grade.

"Eligible Guarantee" shall mean with respect to the Interest Rate Swap an unconditional and irrevocable guarantee that is provided by a guarantor as principal debtor rather than surety and is directly enforceable by the Issuer, where either (x) a law firm has given a legal opinion confirming that none of the guarantor's payments to the Issuer under such guarantee will be subject to withholding for tax or (y) such guarantee provides that, in the event that any of such guarantor's payments to the Issuer are subject to withholding for tax, such guarantor is required to pay such additional amount as is necessary to ensure that the net amount actually received by the Issuer (free and clear of any withholding tax) will equal the full amount the Issuer would have received had no such withholding been required.

"Eligible Institution" shall mean any depository institution the short term unsecured senior indebtedness of which is rated at least "Fl" by Fitch, "A-l" by S&P or "P-l" by Moody's, and the long term unsecured indebtedness of which is rated at least "A" by Fitch, "A" by S&P or "A2" by Moody's.

"Eligible Loan" shall have the meaning assigned to that term in Section 5.2.

"Equity Percentage" shall mean, with respect to a Loan, the percentage equivalent of a fraction the numerator of which is the excess of (A) the Timeshare Price of the related Vacation Ownership Interest relating to the Loan paid or to be paid by an Obligor over (B) the outstanding principal balance of such Loan at the time of sale of such Vacation Ownership Interest to such Obligor (less the amount of any valid check presented by such Obligor at the time of such sale that has cleared the payment system), and the denominator of which is the Timeshare Price of the related Vacation Ownership Interest, provided that any cash down payments or principal payments made on any initial Loan that have been fully prepaid as part of a Timeshare Upgrade and financed down payments under such initial Loan financed over a period not exceeding six months from the date of origination of such Loan that have actually been paid within such six-month period shall be included in clause (A) above for purposes of calculating the numerator of such fraction.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" shall mean with respect to any Person, (i) any corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as such Person; or (ii) a trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with such Person.

"Euroclear Operator" shall mean Euroclear Bank S.A./N.V., as operator of the Euroclear System, and its successors and assigns in such capacity.

"Euroclear Participants" shall mean the participants of the Euroclear System, for which the Euroclear System holds securities.

"Event of Default" shall mean the events designated as Events of Default under Section 11.1 of this Indenture.

"Exchange Act" shall mean the U. S. Securities Exchange Act of 1934, as amended.

"Exchange Date" shall have the meaning specified in subsection 2.9(d).

"Extra Principal Distribution Amount," shall mean, on any Payment Date, the lesser of (i) the amount by which Available Funds exceeds the amount required to be distributed on such Payment Date pursuant to clauses FIRST through NINTH, inclusive, of the Priority of Payments and (ii) the Overcollateralization Deficiency Amount on such Payment Date.

"FairShare Plus Agreement" shall mean the Amended and Restated FairShare Vacation Plan Use Management Trust Agreement effective as of January 1, 1996 by and between WVRI, and certain of its subsidiaries and third party developers, as the same may be further amended, supplemented or otherwise modified from time to time hereafter in accordance with its terms.

"FairShare Plus" shall mean the program pursuant to which the occupancy and use of a Vacation Ownership Interest is assigned to the trust created by the FairShare Plus Agreement in exchange for annual symbolic points that are used to establish the location, timing, length of stay and unit type of a vacation, including without limitation systems relating to reservations, accounting and collection, disbursement and enforcement of assessments in respect of contributed units.

"Financing Statements" shall mean, collectively, the UCC financing statements and the amendments thereto to be authorized and delivered in connection with any of the transactions contemplated hereby or any of the other Transaction Documents.

"Fitch" shall mean Fitch, Inc. or any successor thereto.

"Fixed Amount" shall mean, for any Payment Date, an amount equal to the fixed amount payable by the Issuer to the Swap Counterparty for such date pursuant to the Interest Rate Swap.

"Fixed Week" shall mean a Vacation Ownership Interest representing a fee simple interest in a lodging unit at a Resort that entitles the related Obligor to occupy such lodging unit for a specified one-week period each year.

"Floating Amount" shall mean, for any Payment Date an amount equal to the floating amount payable by the Swap Counterparty to the Issuer for such date pursuant to the Interest Rate Swap.

"FMB" shall mean Fairfield Myrtle Beach, Inc., a Delaware corporation.

"Foreign Clearing Agency" shall mean Clearstream and the Euroclear Operator.

"Fractional Interest" shall mean a fractional ownership interest as tenant in common in an individual lodging unit in a Resort.

"GAAP" shall mean generally accepted accounting principles as in effect from time to time in the United States.

"Global Notes" shall mean the Rule 144A Global Note and the Regulation S Global Note.

"Grant" shall mean, as to any asset or property, to pledge, assign and grant a security interest in such asset or property. A Grant of any item of Collateral shall include all rights, powers and options of the Granting party thereunder or with respect thereto, including without limitation the immediate and continuing right to claim, collect, receive and give receipt for principal, interest and other payments in respect of such item of Collateral, principal and interest payments and receipts in respect of the Permitted Investments, Insurance Proceeds, purchase prices and all other monies payable thereunder and all income, proceeds, products, rents and profits thereof, to give and receive notices and other communications, to make waivers or other agreements, to exercise all such rights and options, to bring Proceedings in the name of the Granting party or otherwise, and generally to do and receive anything which the Granting party is or may be entitled to do or receive thereunder or with respect thereto.

"Green Loan" shall mean a Loan the proceeds of which are used to finance the purchase of a Green Vacation Ownership Interest.

"Green Vacation Ownership Interest" shall mean a Vacation Ownership Interest for which construction on the related Resort has not yet begun or is subject to completion.

"Indenture" shall mean this Agreement.

"Independent Director" shall have the meaning assigned to the term in subsection 6.1(m).

"Initial Principal Amount" shall mean the aggregate amount of $455,000,000 of the Notes composed of the initial principal amounts of $80,000,000 of the Class A-1 Notes, and $375,000,000 of the Class A-2 Notes at the time such Notes were issued.

"Initial Purchasers" shall mean Credit Suisse Securities (USA) LLC, Greenwich Capital Markets, Inc., Barclays Capital, Inc., Deutsche Bank Securities, Inc., Citigroup Global Markets, Inc. and J.P. Morgan Securities, Inc.

"Insolvency Event" shall mean, with respect to a specified Person, (a) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under any Debtor Relief Law, or the filing of a petition against such Person in an involuntary case under any Debtor Relief Law, which case remains unstayed and undismissed within 30 days of such filing, or the appointing of a receiver, conservator, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the ordering of the winding-up or liquidation of such Person's business; or (b) the commencement by such Person of a voluntary case under any Debtor Relief Law, or the consent by such Person to the entry of an order for relief in an involuntary case under any such Debtor Relief Law, or the consent by such Person to the appointment of or taking possession by a receiver, conservator, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its

property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due or the admission by such Person of its inability to pay its debts generally as they become due.

"Insolvency Proceeding" shall mean any proceeding relating to an Insolvency Event.

"Installment Contract" shall mean an installment sale contract as defined in the applicable Purchase Agreement.

"Insurance Agreement" shall mean the Insurance and Reimbursement Agreement dated as of November 1, 2007 by and among the Insurer, the Issuer, the Servicer, the Depositor, the Sellers, Sierra 2002, Wyndham Worldwide and the Trustee, as the same may be further amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Insurance Policy" shall mean the financial guaranty insurance policy, policy number 504751, issued by the Insurer in favor of the Trustee for the benefit of the Noteholders, which policy has an effective date of November 1, 2007.

"Insurance Premium" shall have the meaning assigned to that term in the Premium Letter.

"Insurance Proceeds" shall have the meaning assigned to that term in the applicable Purchase Agreement.

"Insurer" shall mean MBIA Insurance Corporation, a New York stock insurance company.

"Insurer Default" shall mean (i) the occurrence of an Insolvency Event with respect to the Insurer, or (ii) the failure of the Insurer to make a payment as and when due under the Insurance Policy.

"Interest Accrual Period" shall mean, with respect to the Notes for any Payment Date, the period beginning on and including the immediately preceding Payment Date and ending on and excluding such Payment Date, except that the first Interest Accrual Period will begin on and include November 1, 2007 and end on and exclude the December 2007 Payment Date.

"Interest Rate Swap" shall mean the ISDA Master Agreement, together with the Schedule thereto, the "Credit Support Annex" and the "Confirmation For U.S. Dollar Interest Rate Swap Transaction Under 1992 Master Agreement," each dated as of November 1, 2007 between the Issuer and the Swap Counterparty, as such Interest Rate Swap may be amended, modified or replaced.

"Interval Interest" shall mean an interest in the Bentley Brook Mountain Club which interest entitles the owner to occupy, exchange, or rent a week or period in a resort unit at such resort on a reservation basis.

"Investment Company Act" shall mean the U.S. Investment Company Act of 1940, as amended.

"Issuer" shall mean Sierra Timeshare 2007-2 Receivables Funding, LLC, a Delaware limited liability company and its successors and assigns.

"Issuer Order" shall mean a written order or request dated and signed in the name of the Issuer by an Authorized Officer of the Issuer.

"Kona Loan" shall mean any Loan which was acquired by WVRI from Kona Hawaiian Vacation Ownership, LLC.

"LIBOR" shall mean, for any Interest Accrual Period, the London interbank offered rate for one-month United States dollar deposits determined by the Trustee on the LIBOR Determination Date for such Interest Accrual Period in accordance with the provisions of Section 2.4.

"LIBOR Determination Date" shall mean, with respect to each Interest Accrual Period, the second London Business Day immediately preceding the first day of such Interest Accrual Period.

"Lien" shall mean any mortgage, security interest, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the UCC (other than any such financing statement filed for informational purposes only) or comparable law of any jurisdiction to evidence any of the foregoing.

"LLC Agreement" shall mean the Limited Liability Company Agreement of Sierra Timeshare 2007-2 Receivables Funding, LLC dated as of August 16, 2007 as amended, supplemented, restated or otherwise modified from time to time in accordance with its terms.

"Loan" shall mean each loan, installment contract, contract for deed or contract or note secured by a mortgage, deed of trust, vendor's lien or retention of title originated or acquired by a Seller and relating to the sale of one or more Vacation Ownership Interests.

"Loan Balance" shall mean the outstanding principal balance due under or in respect of a Pledged Loan (including a Defaulted Loan (until it becomes a Released Pledged Loan)).

"Loan Documents" shall, with respect to any Pledged Loan, have the meaning assigned to that term in the Purchase Agreement under which such Pledged Loan was transferred from the Seller to the Depositor.

"Loan File" shall, with respect to any Pledged Loan, have the meaning assigned to that term in the Purchase Agreement under which such Pledged Loan was transferred from the Seller to the Depositor.

"Loan Rate" shall mean the annual rate at which interest accrues on any Pledged Loan, as modified from time to time in accordance with the terms of any related Credit Standards and Collection Policies.

"Loan Schedule" shall mean the Loan Schedule containing information about the Pledged Loans, which Loan Schedule is delivered electronically by the Issuer to the Trustee as of the Closing Date and as such schedule is amended by delivery electronically by the Issuer to the Trustee of information relating to the release of Pledged Loans or the Grant of Qualified Substitute Loans.

"Lockbox Account" shall mean any of the accounts established pursuant to a Lockbox Agreement.

"Lockbox Agreement" shall mean any agreement substantially in the form of Exhibit F by and between the Issuer, the Trustee, the Servicer and the applicable Lockbox Bank, which agreement sets forth the rights of the Issuer, the Trustee and the applicable Lockbox Bank, with respect to the disposition and application of the Collections deposited in the applicable Lockbox Account, including without limitation the right of the Trustee to direct the Lockbox Bank to remit all Collections directly to the Trustee.

"Lockbox Bank" shall mean any of the commercial banks holding one or more Lockbox Accounts.

"London Business Day" shall mean a day on which banks are open for dealing in foreign currency and exchange in London and New York City.

"Lot" shall mean a fully or partially developed parcel of real estate.

"Major Credit Card" shall mean a credit card issued by any VISA USA, Inc., MasterCard International Incorporated, American Express Company, Discover Bank, Diners Club International Ltd. or JCB credit card affiliate or member entity.

"Majority Holders" shall mean with respect to all Notes issued and outstanding, the holders of greater than fifty percent of the Aggregate Principal Amount of all Notes.

"Master Loan Purchase Agreement" shall mean the WVRI Master Loan Purchase Agreement or the WRDC Master Loan Purchase Agreement.

"Material Adverse Effect" shall mean, with respect to any Person and any event or circumstance, a material adverse effect on:

(a) the business, properties, operations or condition (financial or otherwise) of such Person;

(b) the ability of such Person to perform its respective obligations under any of the Transaction Documents to which it is a party;

(c) the validity or enforceability of, or collectibility of amounts payable under, this Indenture (if such Person is a party to this Indenture) or any of the Transaction Documents to which it is a party;

(d) the status, existence, perfection or priority of any Lien arising through or under such Person under any of the Transaction Documents to which it is a party; or

(e) the value, validity, enforceability or collectibility of the Pledged Loans or any of the other Pledged Assets.

"Member" shall have the meaning assigned thereto in the LLC Agreement.

"Monthly Collateral Agent Fee" shall mean, with respect to any Payment Date, the amount due to the Collateral Agent for fees related to the Collateral for the Series 2007-2 Notes calculated in accordance with the Custodial Agreement.

"Monthly Custodian Fee" shall mean, with respect to each Payment Date, the amount due to the Custodian under the Custodial Agreement for fees related to the Pledged Loans and related Pledged Assets, such amounts to be calculated in accordance with Schedule 3 attached hereto.

"Monthly Principal" shall mean on any Payment Date, the sum of (i) the principal portion of Scheduled Payments collected during the related Due Period on the Pledged Loans; (ii) the principal portion of Servicer Advances, if any, with respect to the related Due Period; (iii) the principal amount of any prepayments (including prepayments relating to Timeshare Upgrades) collected on any Pledged Loan during the related Due Period; (iv) principal proceeds from the purchase by the Sellers of any Pledged Loans that have become Defaulted Loans during the related Due Period; and (v) the principal proceeds of any repurchase of a Defective Loan funded by a Seller or the Performance Guarantor or any deposit in respect of a Defective Loan by the Issuer during the related Due Period.

"Monthly Servicer Fee" shall mean, in respect of any Due Period (or portion thereof), an amount equal to one-twelfth of the product of (a) 1.10% and (b) the Aggregate Loan Balance of the Pledged Loans at the beginning of such Due Period; or if a Successor Servicer has been appointed and accepted the appointment or if the Trustee is acting as Servicer a fee, which may be a higher fee and which, in all cases will be subject to (A) if no Insurer Default has occurred and is continuing, the consent of the Insurer or (B) if an Insurer Default has occurred and is continuing, the consent of the Majority Holders.

"Monthly Servicing Report" shall mean each monthly report prepared by the Servicer as provided in Section 8.1.

"Monthly Trustee Fee" shall mean, in respect of any Due Period, an amount equal to $750.00 as an administration fee.

"Moody's" shall mean Moody's Investors Service, Inc. or any successor thereto.

"Moody's Short-term Rating" shall mean a rating assigned by Moody's under its short-term rating scale in respect of an entity's short-term, unsecured and unsubordinated debt obligations.

"Mortgage" shall mean any mortgage, deed of trust, purchase money deed of trust or deed to secure debt encumbering the related Vacation Ownership Interest, granted by the related Obligor to the Originator of a Loan to secure payments or other obligations under such Loan.

"Net Liquidation Proceeds" shall mean, with respect to any Defaulted Loan which is a Pledged Loan and which has not been released from the Lien of this Indenture, the proceeds of the sale, liquidation or other disposition of the Defaulted Loan or the Pledged Assets or other collateral securing such Defaulted Loan, after deduction of costs and expenses as provided in Section 7.5(g).

"Net Swap Payment" shall mean, for any Payment Date, the amount, if any, by which the Fixed Amount for such date exceeds the Floating Amount for such date.

"Net Swap Receipt" shall mean, for any Payment Date, the amount, if any, by which the Floating Amount for such date exceeds the Fixed Amount for such date.

"Nominee" shall have the meaning set forth in the Purchase Agreements.

"Non-U.S. Certificate" shall have the meaning set forth in subsection 2.12(b).

"Noteholder" or "Holder" shall mean the Person in whose name a Note is registered in the Note Register.

"Note Interest Rate" shall mean with respect to each Class of Notes, the respective rate per annum set forth below:

Class of Notes	Note Interest Rate
Class A-1 Notes	5.370%
Class A-2 Notes	LIBOR plus 1.00%

"Note Owner" shall mean, with respect to a Note, the Person who is the owner of a beneficial interest in such Note, as reflected on the books of the Clearing Agency, or on the books of a Person maintaining an account with such Clearing Agency (directly as a participant or as an indirect participant, in each case in accordance with the rules of such Clearing Agency).

"Note Purchase Agreement" shall mean the Note Purchase Agreement dated October 24, 2007 among the Issuer, the Sellers, the Depositor and the Initial Purchasers named therein.

"Note Register" shall have the meaning specified in Section 2.6.

"Note Registrar" shall have the meaning specified in Section 2.6.

"Notes" shall mean the Sierra Timeshare 2007-2 Receivables Funding, LLC Vacation Timeshare Loan Backed Notes, Series 2007-2.

"Notice for Payment" shall have the meaning assigned to that term in the Insurance Policy.

"Obligor" shall mean, with respect to any Pledged Loan, the Person or Persons obligated to make Scheduled Payments thereon.

"Offering Circular" shall mean the final Offering Circular dated October 24, 2007 relating to the Notes.

"Officer's Certificate" shall mean, unless otherwise specified in this Indenture, a certificate delivered to the Trustee signed by any Vice President or more senior officer of the Issuer or the Servicer, as the case may be, or, in the case of a Successor Servicer, a certificate signed by any Vice President or more senior officer or the financial controller (or an officer holding an office with equivalent or more senior responsibilities) of such Successor Servicer, and delivered to the Trustee.

"Operating Agreement" shall mean the Fourteenth Amended and Restated Operating Agreement dated as of November 1, 2007 by and between WVRI, FMB, WCF, Kona Hawaiian Vacation Ownership, LLC, the VB Subsidiaries, Shawnee Development, Inc., Eastern Resorts Company, LLC, BHV Development, Inc. and WRDC as described therein, as the same may be further amended, supplemented or otherwise modified from time to time hereafter in accordance with its terms.

"Opinion of Counsel" shall mean a written opinion of counsel who may be counsel for, or an employee of, the Person providing the opinion and who shall be reasonably acceptable to the Trustee and the Insurer.

"Order" shall have the meaning specified in Section 3.8(b).

"Originator" shall have the meaning, with respect to any Pledged Loan, assigned to such term in the applicable Purchase Agreement or, if such term is not so defined, the entity which originates or acquires Loans and transfers such Loans to a Seller.

"Overcollateralization Amount," shall mean on any Payment Date, the excess, if any, of (i) the Aggregate Loan Balance as of the last day of the related Due Period over (ii) the Aggregate Principal Amount on such Payment Date, after taking into account any distributions of principal to the Noteholders on such Payment Date.

"Overcollateralization Deficiency Amount" shall mean, for any Payment Date, the excess, if any, of (i) the Required Overcollateralization Amount on such Payment Date over (ii) the Pro Forma Overcollateralization Amount on such Payment Date.

"Overcollateralization Release Amount," shall mean (i) on any Payment Date on or after the Stepdown Date, if neither a Cash Accumulation Event nor a Rapid Amortization Event has occurred and is then continuing, an amount equal to the excess, if any, of (a) the Pro Forma Overcollateralization Amount on such Payment Date over (b) the Required Overcollateralization Amount on such Payment Date; provided that such amount will not exceed the Monthly Principal for such Payment Date and (ii) on any other Payment Date, zero.

"PAC" shall mean an arrangement whereby an Obligor makes Scheduled Payments under a Pledged Loan via pre-authorized debit.

"Paying Agent" shall mean the Trustee or any successor thereto, in its capacity as paying agent.

"Payment Date" shall mean the 20th day of each calendar month, or, if such 20th day is not a Business Day, the next succeeding Business Day, commencing in December 2007.

"Performance Guarantor" shall mean Wyndham Worldwide.

"Performance Guaranty" shall mean that Performance Guaranty dated as of November 1, 2007 made by Wyndham Worldwide in favor of the Issuer, the Depositor, the Trustee and the Collateral Agent, as amended from time to time.

"Permanent Regulation S Global Note" shall have the meaning assigned thereto in subsection 2.12(a).

"Permitted Encumbrance" with respect to any Pledged Loan has the meaning assigned to that term under the Purchase Agreement pursuant to which such Loan has been sold to the Depositor.

"Permitted Investments" shall mean (i) U.S. Government Obligations having maturities on or before the first Payment Date after the date of acquisition; (ii) time deposits and certificates of deposit having maturities on or before the first Payment Date after the date of acquisition, maintained with or issued by any commercial bank having capital and surplus in excess of $500,000,000 and having a short term senior unsecured debt rating of at least "A-1" by S&P and "P-l" by Moody's and "F1" by Fitch if rated by Fitch; (iii) repurchase agreements having maturities on or before the first Payment Date after the date of acquisition for underlying securities of the types described in clauses (i) and (ii) above or clause (iv) below with any institution having a short term senior unsecured debt rating of at least "P-1" by Moody's and "A-1" by S&P and "F1" by Fitch if rated by Fitch; (iv) commercial paper maturing on or before the first Payment Date after the date of acquisition and having a short term senior unsecured debt rating of at least "P-1" by Moody's and "A-1+" by S&P and "F1" by Fitch if rated by Fitch; and (v) money market funds rated "Aaa" by Moody's and rated "AAAm" or "AAAm-G" by S&P and which invest solely in any of the foregoing (without regard to maturity), including any such funds in which the Trustee or an Affiliate of the Trustee acts as an investment advisor or provides other investment related services; provided, however, that no obligation of any Seller, the Depositor or the Performance Guarantor shall constitute a Permitted Investment and provided further, that no interest only obligation and no investment purchased by the Issuer or the Trustee at a premium shall constitute Permitted Investments.

"Person" shall mean any person or entity including any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, governmental entity or other entity or organization of any nature, whether or not a legal entity.

"Pledged Assets" with respect to each Pledged Loan, shall mean all right, title and interest of the Depositor in, to and under such Pledged Loan from time to time and the related Transferred Assets and all of the Depositor's rights under the related Purchase Agreement, and in and to the Collections and the proceeds of any of the foregoing.

"Pledged Loans" shall mean the Loans listed on the Loan Schedule.

"POA" shall mean each property owners' association or similar timeshare owner body for a Vacation Ownership Interest Regime or Resort or portion thereof, in each case established pursuant to the declarations, articles or similar charter documents applicable to each such Vacation Ownership Interest Regime, Resort or portion thereof.

"Points" shall mean, with respect to any lodging unit at a Vacation Ownership Interest Regime, the number of points of symbolic value assigned to such unit pursuant to FairShare Plus.

"Policy Claim Amount" shall have the meaning assigned thereto in subsection 3.8(b).

"Post Office Box" shall mean each post office box to which Obligors are directed to mail payments in respect of the Pledged Loans.

"Predecessor Note" shall mean, with respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 2.7 in lieu of a mutilated, lost, destroyed or stolen Note shall evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"Premium Letter" shall have the meaning assigned to that term in the Insurance Agreement.

"Premium 2007-A" shall mean Premium Yield Facility 2007-A LLC, a Delaware limited liability company.

"Premium 2007-A Trustee" shall mean the trustee under the terms of the Indenture and Servicing Agreement dated as of February 12, 2007 among the trustee named therein, WCF, as servicer, and Premium 2007-A.

"Principal Amount" shall mean, the Initial Principal Amount of a Class, less principal payments previously paid to such Class as of such date and which payments have not been subsequently rescinded or recaptured.

"Principal Distribution Amount" shall mean, for any Payment Date, an amount equal to the sum, without duplication, of the Monthly Principal for such Payment Date plus the outstanding principal balance of all Pledged Loans that became Defaulted Loans during the related Due Period that were not repurchased by the Depositor or a Seller, as reduced by the Overcollateralization Release Amount, if any, for such Payment Date.

"Priority of Payments" shall mean the application of Available Funds in accordance with Section 3.1.

"Pro Forma Overcollateralization Amount" shall mean, on any Payment Date, the excess, if any, of (i) the Aggregate Loan Balance as of the last day of the related Due Period over (ii) (x) the Aggregate Principal Amount on such Payment Date, before taking into account any distributions of principal to the Noteholders on such Payment Date, minus (y) an amount equal to the sum of (i) the Monthly Principal for such Payment Date and, without duplication, (ii) the outstanding principal balance of all Pledged Loans that became Defaulted Loans during the related Due Period that were not repurchased by a Seller.

"Proceeding" shall have the meaning specified in Section 11.3.

"Purchase Agreement" shall mean a Master Loan Purchase Agreement between a Seller and the Depositor pursuant to which the Seller sells Loans and related assets to the Depositor.

"QIB" shall have the meaning set forth in subsection 2.6(c).

"Qualified Substitute Loan" shall mean a substitute Loan that is an Eligible Loan on the applicable date of substitution and that on such date of substitution (i) has a coupon rate not less than the coupon rate of the Pledged Loan for which it is to be substituted, (ii) has a remaining term to stated maturity not greater than the remaining term to maturity of the Pledged Loan for which it is to be substituted, and (iii) is a WVRI Loan if the Loan for which it is to be substituted is a WVRI Loan or is a WRDC Loan if the Loan for which it is to be substituted is a WRDC Loan.

"Rapid Amortization Event" shall mean: (i) an Insolvency Event has occurred with respect to the Issuer; (ii) if on any two consecutive Payment Dates, either (A) the sum of Available Funds plus, without duplication, amounts on deposit in the Reserve Account are not sufficient to pay all Accrued Interest due on the Notes, or (B) after application of all Available Funds in accordance with the Priority of Payments, the Overcollateralization Amount would be less than the Required Overcollateralization Amount; (iii) if on any Payment Date, after application of all Available Funds in accordance with the Priority of Payments on such Payment Date, the sum of the Aggregate Loan Balance plus the amount on deposit in the Reserve Account would be less than the Aggregate Principal Amount; or (iv) the Control Party has provided written notice to the Trustee that an event described in subsection 11.1(a), (b), (d), (e) or (f) has occurred and is continuing and that such event has been designated a Rapid Amortization Event by the Control Party whether or not such event has also been declared an Event of Default. The Rapid Amortization Events described in (ii), (iii) and (iv) above will continue to be in effect until such time, if ever, that the Control Party has consented to the termination of the Rapid Amortization Event.

"Rated Final Maturity Date" shall mean the Payment Date occurring in September 2019.

"Rating Agency" shall mean each of Fitch, S&P or Moody's as appropriate and their respective successors in interest.

"Rating Agency Condition" shall mean, with respect to any action taken or to be taken, that each Rating Agency shall have notified the Issuer and the Trustee in writing that such action will not result in a reduction, downgrade, suspension or withdrawal of the rating then assigned to any outstanding Class of Notes.

"Record Date" shall mean, for any Payment Date, (i) for Notes in book-entry form, the close of business on the Business Day immediately preceding such Payment Date and (ii) for Definitive Notes, the close of business on the last Business Day of the month preceding the month in which such Payment Date occurs.

"Records" shall, with respect to any Pledged Loan, have the meaning assigned thereto in the applicable Purchase Agreement.

"Redemption Date" shall have the meaning assigned thereto in Section 2.18.

"Reference Banks" shall mean leading banks selected by the Servicer and engaged in transactions in Eurodollar deposits in the international Eurocurrency market (i) with an established place of business in London and (ii) which have been designated as such by the Servicer.

"Regulation S Certificate" shall have the meaning assigned thereto in subsection 2.9(d).

"Regulation S Global Note" shall mean either the Temporary Regulation S Global Note or the Permanent Regulation S Global Note.

"Reimbursement Amount" shall mean, on any Payment Date, the sum of (i) all Policy Claim Amounts previously received by the Trustee from the Insurer and not previously repaid to the Insurer pursuant to this Agreement and the Insurance Agreement, plus (ii) interest (in accordance with the Insurance Agreement) accrued on each such Policy Claim Amount from the date the Trustee received the related Policy Claim Amount to, but not including, such Payment Date, at the rate specified in the Insurance Agreement, that has not been previously repaid to the Insurer.

"Release Date" shall mean, with respect to any Pledged Loan, the date on which such Pledged Loan is released from the Lien of this Indenture.

"Release Price" shall mean an amount equal to the outstanding Loan Balance of the Pledged Loan as of the close of business on the Calculation Date immediately preceding the date on which the release is to be made, plus accrued and unpaid interest thereon to the date of such release; provided that for purposes of calculating the Release Price with respect to any WRDC Timeshare Upgrade the Release Price will be calculated without regard to the upgrade.

"Released Pledged Loan" shall mean any Loan which was included as a Pledged Loan, but which has been released from the Lien of this Indenture pursuant to the terms hereof.

"Required Overcollateralization Amount," shall mean, as of any Payment Date, an amount equal to (i) prior to the Stepdown Date, 10.25% of the Aggregate Loan Balance as of the Cut-Off Date, and (ii) on and after the Stepdown Date, (A) if no Cash Accumulation Event has

occurred and is continuing, the greater of (x) 0.50% of the Aggregate Loan Balance as of the Cut-Off Date and (y) 20.50% of the Aggregate Loan Balance as of the last day of the related Due Period and (B) if a Cash Accumulation Event has occurred and is continuing, the Required Overcollateralization Amount as determined on the immediately preceding Payment Date; provided that if a Rapid Amortization Event has occurred and is then continuing, the Required Overcollateralization Amount will be equal to the Aggregate Loan Balance as of the last day of the related Due Period.

"Reserve Account" shall mean the account established pursuant to Section 3.5 of this Indenture.

"Reserve Account Draw Amount" shall have the meaning set forth in subsection 3.5(b).

"Reserve Required Amount" shall mean (a) as of the Closing Date, 1.0% of the Aggregate Loan Balance as of the Cut-Off Date, and (b) at any time after the Closing Date, (i) if no Cash Accumulation Event has occurred and is continuing 2.0% of the Aggregate Loan Balance at such time; and (ii) if a Cash Accumulation Event has occurred and is continuing, the product of (A) the Aggregate Loan Balance as of the last day of the immediately preceding Due Period and (B) the greater of (x) 10.0% or (y) 2 times the Delinquency Ratio for such Due Period; provided that in no event will the Reserve Required Amount be less than 0.50% of the Aggregate Loan Balance as of the Cut-Off Date; provided further, that in no event will the Reserve Required Amount be greater than the Aggregate Principal Amount.

"Resort" shall mean a WVRI Resort or a WRDC Resort.

"Responsible Officer" shall mean any officer assigned to the Corporate Trust Office (or any successor thereto), including any Vice President, Assistant Vice President, Trust Officer, any Assistant Secretary, any trust officer or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers, in each case having direct responsibility for the administration of this Indenture.

"Rule 144A" shall have the meaning set forth in subsection 2.6(c).

"Rule 144A Global Note" shall have the meaning assigned thereto in Section 2.11.

"S&P" shall mean Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc. or any successor thereto.

"Sale" shall have the meaning specified in Section 11.13(a).

"Sale and Assignment Agreement" shall mean the Sale and Assignment Agreement dated as of November 1, 2007 entered into by Sierra 2002 and the Depositor and pursuant to which Sierra 2002 sells and assigns to the Depositor all of Sierra 2002's right, title and interest in certain Pledged Loans and the Pledged Assets related thereto.

"Scheduled Final Maturity Date" shall mean the Payment Date occurring in September 2017.

"Scheduled Payment" shall mean the scheduled monthly payment of principal and interest on a Pledged Loan.

"Securities Act" shall mean the U.S. Securities Act of 1933, as amended.

"Seller" shall mean WCF or WRDC or, in either case, any successor thereto.

"Senior Priority Swap Termination Amount" shall mean any unpaid amount owing to the Swap Counterparty in respect of Termination Payments relating to a termination or a partial termination of the Interest Rate Swap arising from (a) the Swap Counterparty not receiving any Net Swap Payment owing to it, (b) bankruptcy, insolvency, conservatorship, receivership or similar event of the Issuer, (c) the occurrence of an Event of Default under Section 11.1(a), 11.1(b) or 11.1(d) and, as a result thereof, the liquidation of all or a portion of the Pledged Loans pursuant to Article IX of this Indenture or (d) an amendment or supplement to this Indenture made without the consent of the Swap Counterparty.

"Series Termination Date" shall mean the Termination Date.

"Service Transfer" shall have the meaning set forth in Section 12.1.

"Servicer" shall mean WCF, in its capacity as Servicer pursuant to this Indenture or, after any Service Transfer, the Successor Servicer.

"Servicer Advance" shall mean amounts, if any, advanced by the Servicer, at its option, to cover any shortfall between (i) the Scheduled Payments on the Pledged Loans (other than Defaulted Loans) for a Due Period and (ii) the amounts actually deposited in the Collection Account on account of such Scheduled Payments on or prior to the Payment Date immediately following such Due Period.

"Servicer Default" shall mean the defaults specified in Section 12.1.

"Servicing Officer" shall mean any officer of the Servicer involved in, or responsible for, the administration and servicing of the Loans whose name appears on a list of servicing officers furnished to the Trustee by the Servicer, as such list may be amended from time to time.

"Shawnee Loan" shall mean any Loan which was acquired by WVRI from Shawnee Development, Inc.

"Sierra 2002" shall mean Sierra Timeshare Conduit Receivables Funding, LLC, a Delaware limited liability company.

"Sierra 2002 Trustee" shall mean the trustee under the terms of the Master Indenture and Servicing Agreement dated as of August 29, 2002 and the Series 2002-1 supplement thereto, each of which is among the trustee named therein, WCF and Sierra 2002.

"Sierra 2003-2" shall mean Sierra 2003-2 Receivables Funding Company, LLC, a Delaware limited liability company.

"Sierra 2003-2 Trustee" shall mean the trustee under the terms of the Indenture and Servicing Agreement dated as of December 5, 2003 among the trustee named therein, WCF and Sierra 2003-2.

"Sierra 2004-1" shall mean Sierra Timeshare 2004-1 Receivables Funding, LLC, a Delaware limited liability company.

"Sierra 2004-1 Trustee" shall mean the trustee under the terms of the Indenture and Servicing Agreement dated as of May 27, 2004 among the trustee named therein, WCF and Sierra 2004-1.

"Sierra 2005-1" shall mean Sierra Timeshare 2005-1 Receivables Funding, LLC, a Delaware limited liability company.

"Sierra 2005-1 Trustee" shall mean the trustee under the terms of the Indenture and Servicing Agreement dated as of August 11, 2005 among the trustee named therein, WCF and Sierra 2005-1.

"Sierra 2006-1" shall mean Sierra Timeshare 2006-1 Receivables Funding, LLC, a Delaware limited liability company.

"Sierra 2006-1 Trustee" shall mean the trustee under the terms of the Indenture and Servicing Agreement dated as of July 11, 2006 among the trustee named therein, WCF and Sierra 2006-1.

"Sierra 2007-1" shall mean Sierra Timeshare 2007-1 Receivables Funding, LLC, a Delaware limited liability company.

"Sierra 2007-1 Trustee" shall mean the trustee under the terms of the Indenture and Servicing Agreement dated as of May 23, 2007 among the trustee named therein, WCF and Sierra 2007-1.

"Stepdown Date" shall mean the later to occur of the Payment Date in November 2009 or the Payment Date on which the Aggregate Loan Balance as of the last day of the related Due Period is less than 50.0% of the Aggregate Loan Balance as of the Cut-Off Date.

"Subsidiary" shall mean, as to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at the time directly or indirectly owned by such Person.

"Substitution Adjustment Amount" shall mean, with respect to any Qualified Substitute Loan or Qualified Substitute Loans to be substituted for a Defective Loan or a Defaulted Loan, the amount, if any, by which the aggregate principal balance of all such Qualified Substitute Loans as of the date of substitution is less than the aggregate principal balance of all such Defective Loans or Defaulted Loans each determined as of the Calculation Date immediately prior to the date of substitution.

"Successor Servicer" shall have the meaning set forth in Section 12.2.

"Swap Counterparty" shall mean Barclays Bank PLC, a public limited liability company registered in England and Wales and any entity which is a replacement swap counterparty as provided in Section 3.6.

"Swap Rating Agency Condition" shall mean, with respect to any action a condition that is satisfied when Fitch is notified of such action by or on behalf of the Issuer, and S&P and Moody's have notified the Issuer and the Trustee that such action will not result in a reduction, downgrade, qualification (if applicable), or withdrawal of the rating that has been assigned by such Rating Agency to the Class A-2 Notes.

"Temporary Regulation S Global Note" shall have the meaning assigned thereto in Section 2.11.

"Term Purchase Agreement" shall mean the Series 2007-2 Term Purchase Agreement dated as of November 1, 2007 between the Depositor as seller of the Pledged Loans and the Issuer.

"Termination Date" shall have the meaning specified in Section 14.1.

"Termination Notice" shall have the meaning specified in Section 12.1.

"Termination Payments" shall mean payments required to be made by the Issuer to the Swap Counterparty under the terms of the Interest Rate Swap as a result of a termination or partial termination of the Interest Rate Swap.

"Termination Receipts" shall mean payments required to be made by the Swap Counterparty to the Issuer under the terms of the Interest Rate Swap as a result of a termination or a partial termination of the Interest Rate Swap.

"Timeshare Price" shall mean the original price of the Vacation Ownership Interest paid by an Obligor, plus any accrued and unpaid interest and other amounts owed by the Obligor.

"Timeshare Upgrade" shall have the meaning assigned thereto in the applicable Purchase Agreement.

"Title Clearing Agreement" shall have the meaning assigned thereto in the WVRI Master Loan Purchase Agreement.

"Transaction Documents" shall mean, collectively, this Indenture, the Term Purchase Agreement, the Sale and Assignment Agreement, the Purchase Agreements, the assignment agreements executed by the Sellers and related to the periodic sale of Pledged Loans, the Custodial Agreement, the Performance Guaranty, the Lockbox Agreements, the Title Clearing Agreements, the Collateral Agency Agreement, the Administrative Services Agreements, the Insurance Policy, the Insurance Agreement, the Financing Statements and all other agreements, documents and instruments delivered pursuant thereto or in connection therewith, and "Transaction Document" shall mean any of them.

"Transferred Assets" shall, with respect to each Pledged Loan, have the meaning set forth in the Purchase Agreement under which such Loan was transferred to the Depositor.

"Trustee" shall mean U.S. Bank National Association or its successor in interest, or any successor trustee appointed as provided in this Indenture.

"Trustee Fee Letter" shall mean the schedule of fees attached as Schedule 1, and all amendments thereof and supplements thereto.

"2002 Performance Guaranty" shall mean that Performance Guaranty dated as of May 7, 2006 made by Wyndham Worldwide Corporation in favor of the Depositor, Sierra 2002 and the Sierra 2002 Trustee.

"UCC" shall mean the Uniform Commercial Code, as amended from time to time, as in effect in any applicable jurisdiction.

"UDI" shall mean an undivided interest in fee simple (as tenants in common with all other undivided interest owners) in a lodging unit or group of lodging units at a Resort.

"U.S. Government Obligations" shall mean (i) obligations of, or obligations guaranteed as to principal and interest by, the U.S. Government or any agency or instrumentality thereof, when these obligations are backed by the full faith and credit of the United States and (ii) certain obligations of government-sponsored agencies that are not backed by the full faith credit of the United States which are limited to: Federal Home Loan Mortgage Corp. debt obligations; Farm Credit System (formerly Federal Land Banks, Federal Intermediate Credit Banks, and Banks for Cooperatives) consolidated system-wide bonds and notes; Federal Home Loan Banks consolidated debt obligations; Federal National Mortgage Association debt obligations; Student Loan Marketing Association debt obligations which mature before September 30, 2008; Financing Corp. debt obligations; and Resolution Funding Corp. debt obligations.

"Vacation Credits" shall mean ownership interests in WorldMark that entitle the owner thereof to use the Resorts owned by WorldMark.

"Vacation Ownership Interest" shall mean the underlying ownership interest that is the subject of a Loan, which ownership interest may be either a Fixed Week, a UDI, an Interval Interest, the Points with respect thereto under FairShare Plus, Vacation Credits or Fractional Interests.

"Vacation Ownership Interest Regime" shall mean any of the various interval ownership regimes located at a Resort, each of which is an arrangement established under applicable state law whereby all or a designated portion of a development is made subject to a declaration permitting the transfer of Vacation Ownership Interests therein, which Vacation Ownership Interests shall, in the case of Fixed Weeks and UDIs, constitute real property under the applicable local law of each of the jurisdictions in which such regime is located.

"VB Subsidiaries" shall mean Sea Gardens Beach and Tennis Resorts, Inc., Vacation Break Resorts, Inc. and Vacation Break Resorts at Star Island, Inc.

"WCF" shall mean Wyndham Consumer Finance, Inc., a Delaware corporation and its successors and assigns.

"WorldMark" shall mean WorldMark, The Club, a California not-for-profit mutual benefit corporation.

"WRDC" shall mean Wyndham Resort Development Corporation (formerly known as Trendwest Resorts, Inc.), an Oregon corporation, a wholly-owned indirect subsidiary of Wyndham Worldwide, and its successors and assigns.

"WRDC Loan" shall mean a Pledged Loan which was originated by WRDC.

"WRDC Master Loan Purchase Agreement" shall mean that Master Loan Purchase Agreement dated as of August 29, 2002, and the Series 2002-1 Supplement thereto, each as amended or amended and restated from time to time, by and between WRDC and the Depositor and the Series 2007-2 Supplement to the Master Loan Purchase Agreement and the Confirmation and Consent Agreements dated as of May 23, 2007, June 13, 2007, July 13, 2007, August 13, 2007, September 13, 2007 each among WCF as a Seller, WRDC, as the Originator and the Depositor, as purchaser, each as amended or amended and restated from time to time.

"WRDC Originator" shall mean WRDC.

"WRDC Resort" shall mean a resort developed by WRDC or in which WRDC sells Vacation Ownership Interests.

"WRDC Timeshare Upgrade" shall mean a WRDC Loan with respect to which the Obligor purchases a Timeshare Upgrade.

"WVRI" shall mean Wyndham Vacation Resorts, Inc. (formerly known as Fairfield Resorts, Inc.), a Delaware corporation.

"WVRI Loan" shall mean a Pledged Loan which was sold to the Depositor under the WVRI Master Loan Purchase Agreement.

"WVRI Master Loan Purchase Agreement" shall mean the Master Loan Purchase Agreement dated as of August 29, 2002, as amended or amended and restated from time to time, by and between WCF, as Seller and the Depositor, as Purchaser and WVRI and various other entities from time to time party thereto, together with the Series 2002-1 Supplement thereto also dated as of August 29, 2002, as amended or amended and restated from time to time and the Series 2007-2 Supplement thereto, dated as of November 1, 2007, as amended from time to time.

"WVRI Originator" shall mean WVRI, Fairfield Myrtle Beach, Inc., Kona Hawaiian Vacation Ownership, LLC, Shawnee Development, Inc., BHV Development, Inc., Eastern Resorts Company, LLC, Sea Gardens Beach and Tennis Resort, Inc., Vacation Break Resorts, Inc., Vacation Break Resorts at Star Island, Inc., Palm Vacation Group, Ocean Ranch Vacation Group, or any other Subsidiary of Wyndham (other than WRDC) that originates Loans in accordance with the Credit Standards and Collection Policies for sale to WCF.

"WVRI Resort" shall mean a resort developed by WVRI or its Subsidiaries or in which WVRI or its Subsidiaries sell Vacation Ownership Interests.

"Wyndham Worldwide" shall mean Wyndham Worldwide Corporation, a Delaware corporation, and its successors and assigns.

Section 1.2 Other Definitional Provisions.

(a) Terms used in this Indenture and not otherwise defined herein such terms shall have the meanings ascribed to them in the Term Purchase Agreement.

(b) All terms defined in this Indenture shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(c) As used in this Indenture and in any certificate or other document made or delivered pursuant hereto, accounting terms not defined in Section 1.1, and accounting terms partly defined in Section 1.1 to the extent not defined, shall have the respective meanings given to them under GAAP as in effect from time to time. To the extent that the definitions of accounting terms herein or in any certificate or other document made or delivered pursuant hereto are inconsistent with the meanings of such terms under GAAP, the definitions contained herein or in any such certificate or other document shall control.

(d) Any reference to each Rating Agency shall only apply to any specific rating agency if such rating agency is then rating any outstanding Class of Notes.

(e) Unless otherwise specified, references to any amount as on deposit or outstanding on any particular date shall mean such amount at the close of business on such day.

(f) Terms used herein that are defined in the New York Uniform Commercial Code and not otherwise defined herein shall have the meanings set forth in the New York Uniform Commercial Code, unless the context requires otherwise. Any reference herein to a "beneficial interest" in a security also shall mean, unless the context otherwise requires, a security entitlement with respect to such security, and any reference herein to a "beneficial owner" or "beneficial holder" of a security also shall mean, unless the context otherwise requires, the holder of a security entitlement with respect to such security. Any reference herein to money or other property that is to be deposited in or is on deposit in a securities account shall also mean that such money or other property is to be credited to, or is credited to, such securities account.

(g) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Indenture shall refer to this Indenture as a whole and not to any particular provision of this Indenture; and Article, Section, subsection, Schedule and Exhibit references contained in this Indenture are references to Articles, Sections, subsections, Schedules and Exhibits in or to this Indenture unless otherwise specified.

(h) In determining whether the requisite percentage of Noteholders of any Class or of all Noteholders have concurred in any direction, waiver or consent, Notes owned by the Issuer or an Affiliate of the Issuer shall be considered as though they are not outstanding, except that for

the purposes of determining whether the Trustee shall be protected in making such determination or relying on any such direction, waiver or consent, only Notes which a Responsible Officer of the Trustee knows pursuant to written notice (or in the case of the Issuer, by reference to the Note Register if the Trustee is also the Note Registrar) are so owned shall be so disregarded and except that if all outstanding Notes are owned by the Issuer or an Affiliate of the Issuer, then this clause (h) shall be disregarded.

Section 1.3 Intent and Interpretation of Documents

The arrangement established by this Indenture, the Term Purchase Agreement, the Sale and Assignment Agreement, the Purchase Agreements, the Custodial Agreements, the Collateral Agency Agreement and the other Transaction Documents is intended not to be a taxable mortgage pool for federal income tax purposes, and is intended to constitute a sale of the Loans by the applicable Seller to the Depositor for commercial law purposes. Each of the Depositor and the Issuer are and are intended to be a legal entity separate and distinct from each Seller for all purposes other than tax purposes. This Indenture and the other Transaction Documents shall be interpreted to further these intentions.

ARTICLE II

THE NOTES

Section 2.1 Designation.

There is hereby created a series of Notes of the Issuer to be issued pursuant to this Indenture and which are hereby designated as "Sierra Timeshare 2007-2 Receivables Funding, LLC Vacation Timeshare Loan Backed Notes, Series 2007-2" (the "Notes"). The Issuer will issue Notes in two classes as follows: (i) $80,000,000 5.370% Vacation Timeshare Loan Backed Notes, Series 2007-2, Class A-1, due 2019, and (ii) $375,000,000 Floating Rate Vacation Timeshare Loan Backed Notes, Series 2007-2, Class A-2, due 2019. The terms of the Notes shall be as set forth in this Indenture.

Section 2.2 Form Generally. The Notes and the Trustee's or Authentication Agent's certificate of authentication thereon (the "Certificate of Authentication") shall be in substantially the forms set forth in the Exhibits to this Indenture with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon, as may, consistent herewith, be determined by the Authorized Officers of the Issuer executing such Notes as evidenced by their execution of such Notes. Any portion of the text of any Note may be set forth on the reverse or subsequent pages thereof, with an appropriate reference thereto on the face of the Note.

The Notes shall be typewritten, word processed, printed, lithographed or engraved or produced by any combination of these methods, all as determined by the officers executing such Notes, as evidenced by their execution of such Notes.

Section 2.3 [Reserved].

Section 2.4 Determination of LIBOR.

On each LIBOR Determination Date, the Trustee shall determine LIBOR on the basis of the rate for deposits in United States dollars for a one-month period which appears on Reuters Screen LIBOR01 Page (or such other Page, as may replace Reuters Screen LIBOR01 Page on the Reuters Monitor Money Rates Service, or such other service as may be nominated as the information vendor for the purpose of displaying rates or prices comparable to the interest rate on the Notes) as of 11:00 a.m., London time, on such date. If such rate does not appear on Reuters Screen LIBOR01 Page (or such other page) the rate for that LIBOR Determination Date will be determined on the basis of the rates at which deposits in United States dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on that day to prime banks in the London interbank market for a one-month period. If on such LIBOR Determination Date two or more Reference Banks provide such offered quotations, LIBOR for such related Interest Accrual Period will be the arithmetic mean of such offered quotations (rounded upwards if necessary to the nearest whole multiple of 0.0001%). If on such LIBOR Determination Date fewer than two Reference Banks provide such offered quotations, LIBOR for the related Interest Accrual Period will be the arithmetic mean (rounded upwards if necessary to the nearest whole multiple of 0.0001%) of the one-month U.S. dollar lending rates that three New York City banks selected by the Trustee are quoting at approximately 11:00 a.m. (New York City time) on the relevant LIBOR Determination Date to leading European banks.

The establishment of LIBOR on each LIBOR Determination Date by the Trustee and the Trustee's calculation of the rate of interest applicable to the Class A-2 Notes for the related Interest Accrual Period will (in the absence of manifest error) be final and binding. The Trustee shall, upon the establishment of LIBOR on each LIBOR Determination Date, notify the Issuer and the Servicer of the rate.

Section 2.5 Execution, Authentication and Delivery. The Notes shall be executed on behalf of the Issuer by any of its Authorized Officers. The signature of any such Authorized Officer on the Notes may be manual or facsimile.

Notes bearing the manual or facsimile signature of individuals who were at the time of execution of such Notes Authorized Officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

The Trustee shall, upon written order of the Issuer, authenticate and deliver Notes for original issue in an aggregate principal amount of $455,000,000, comprising $375,000,000 principal amount of Class A-1 Notes, and $80,000,000 principal amount of Class A-2 Notes. The Trustee shall be entitled to rely upon such written order as authority to so authenticate and deliver the Notes without further inquiry of any Person.

Each Note shall be dated the date of its authentication. Notes and beneficial interests in the Notes may be purchased in minimum denominations of $500,000 and in integral multiples of $1,000 in excess thereof.

No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided for herein executed by the Trustee by the manual signature of one of its authorized signatories, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

Section 2.6 Registration; Registration of Transfer and Exchange; Transfer Restrictions. (a) The Issuer shall cause to be kept a register (the "Note Register") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Notes and the registration of transfers of Notes. The Trustee shall be the initial "Note Registrar" for the purpose of registering Notes and transfers of Notes as herein provided. Upon any resignation of any Note Registrar, the Issuer shall promptly appoint a successor or, if it elects not to make such an appointment, assume the duties of the Note Registrar.

If a Person other than the Trustee is appointed by the Issuer as Note Registrar, the Issuer will give the Trustee, the Insurer and the Swap Counterparty prompt written notice of the appointment of such Note Registrar and of the location, and any change in the location, of the Note Registrar, and the Trustee shall have the right to inspect the Note Register at all reasonable times and to obtain copies thereof, and the Trustee shall have the right to rely upon a certificate executed on behalf of the Note Registrar as to the names and addresses of the Holders of the Notes and the principal amounts and number of such Notes.

Upon surrender for registration of transfer of any Note at the office of the Note Registrar as provided in this Section 2.6, if the requirements of Section 8-401(a) of the UCC are met, the Issuer shall execute, and upon receipt of such surrendered Note, the Trustee shall authenticate and the Noteholder shall obtain from the Trustee, in the name of the designated transferee or transferees, one or more new Notes in any authorized denominations, of the same Class and of a like aggregate principal amount.

At the option of the Holder, Notes may be exchanged for other Notes in any authorized denominations, of the same Class and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange, if the requirements of Section 8-401(a) of the UCC are met, the Issuer shall execute, and upon receipt of such surrendered Notes and an Issuer Order to authenticate the Notes, the Trustee shall authenticate and the Noteholder shall obtain from the Trustee, the Notes which the Noteholder making the exchange is entitled to receive.

All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing, and such other documents as the Trustee may require.

No service charge shall be made to a Holder for any registration of transfer or exchange of Notes, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge or expense that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to subsection 15.1(e) not involving any transfer.

The preceding provisions of this section notwithstanding, the Issuer shall not be required to make, and the Note Registrar need not register, transfers or exchanges of Notes (i) for a period of 20 days preceding the due date for any payment with respect to the Notes or (ii) after the Trustee sends a notice of redemption with respect to such Note in accordance with Section 2.18.

(b) The Notes have not been registered under the Securities Act or any state securities law. None of the Issuer, the Servicer, the Note Registrar or the Trustee is obligated to register the Notes under the Securities Act or any other securities or "Blue Sky" laws or to take any other action not otherwise required under this Indenture to permit the transfer of any Note without registration.

(c) No transfer of any Note or any interest therein (including, without limitation, by pledge or hypothecation) shall be made except in compliance with the restrictions on transfer set forth in this Section 2.6 (including the applicable legend to be set forth on the face of each Note as provided in the Exhibits to this Indenture) and in Section 2.12, Section 2.13 and Section 2.17 in a transaction exempt from the registration requirements of the Securities Act and applicable state securities or "Blue Sky" laws. The transfer of the Notes shall be restricted to transfers (i) to a person (A) that the transferor reasonably believes is a "qualified institutional buyer" (a "QIB") within the meaning thereof in Rule 144A under the Securities Act ("Rule 144A") in the form of beneficial interests in the Rule 144A Global Note, and (B) that is aware that the resale or other transfer is being made in reliance on Rule 144A or (ii) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act, in the form of beneficial interests in the applicable Regulation S Global Note.

(d) Each Note Owner, by its acceptance of its beneficial interest in a Note, will be deemed to have acknowledged, represented to and agreed with the Issuer and the Initial Purchasers as follows:

(i) It understands and acknowledges that the Notes will be offered and may be resold by each Initial Purchaser (A) in the United States to QIBs pursuant to Rule 144A in the form of beneficial interests in the Rule 144A Global Note or (B) outside the United States to non U.S. Persons pursuant to Regulation S under the Securities Act, initially in the form of beneficial interests in the Temporary Regulation S Global Note. As set forth in Section 2.13, beneficial interests in the Temporary Regulation S Global Note may be exchanged for beneficial interests in the Permanent Regulation S Global Note.

(ii) It understands that the Notes have not been and will not be registered under the Securities Act or any state or other applicable securities law and that the Notes, or any interest or participation therein, may not be offered, sold, pledged or otherwise

transferred unless registered pursuant to, or exempt from registration under, the Securities Act and any state or other applicable securities law.

(iii) It acknowledges that none of the Issuer or the Initial Purchasers or any person representing the Issuer or the Initial Purchasers has made any representation to it with respect to the Issuer or the offering or sale of any Notes, other than the information contained in the Offering Circular, which has been delivered to it and upon which it is relying in making its investment decision with respect to the Notes. It has had access to such financial and other information concerning the Issuer, the Depositor, the Insurer and the Notes as it has deemed necessary in connection with its decision to purchase the Notes.

(iv) It acknowledges that the Notes will bear a legend to the following effect unless the Issuer determines otherwise, consistent with applicable law:

"THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAW. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES THAT THIS NOTE, OR ANY INTEREST OR PARTICIPATION HEREIN, MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (1) TO THE ISSUER, (2) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT (A "QIB") PURCHASING FOR ITS OWN ACCOUNT OR A QIB PURCHASING FOR THE ACCOUNT OF A QIB, WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, OR (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT. EACH NOTE OWNER BY ACCEPTING A BENEFICIAL INTEREST IN THIS NOTE, UNLESS SUCH PERSON ACQUIRED THIS NOTE IN A TRANSFER DESCRIBED IN CLAUSE (3) ABOVE, IS DEEMED TO REPRESENT THAT IT IS EITHER A QIB PURCHASING FOR ITS OWN ACCOUNT OR A QIB PURCHASING FOR THE ACCOUNT OF ANOTHER QIB.

PRIOR TO PURCHASING ANY NOTES, PURCHASERS SHOULD CONSULT COUNSEL WITH RESPECT TO THE AVAILABILITY AND CONDITIONS OF EXEMPTION FROM THE RESTRICTION ON RESALE OR TRANSFER. THE ISSUER HAS NOT AGREED TO REGISTER THE NOTES UNDER THE SECURITIES ACT, TO QUALIFY THE NOTES UNDER THE SECURITIES LAWS OF ANY STATE OR TO PROVIDE REGISTRATION RIGHTS TO ANY PURCHASER.

AS SET FORTH HEREIN, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF."

(v) If it is acquiring any Note, or any interest or participation therein, as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the acknowledgments, representations and agreements contained herein on behalf of each such account.

(vi) It (A)(i) is a QIB, (ii) is aware that the sale to it is being made in reliance on Rule 144A and if it is acquiring such Notes or any interest or participation therein for the account of another QIB, such other QIB is aware that the sale is being made in reliance on Rule 144A and (iii) is acquiring such Notes or any interest or participation therein for its own account or for the account of a QIB, or (B) is not a U.S. person and is purchasing such Notes or any interest or participation therein in an offshore transaction meeting the requirements of Rule 903 or 904 of Regulation S.

(vii) It is purchasing the Notes for its own account, or for one or more investor accounts for which it is acting as fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act, subject to any requirements of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and subject to its or their ability to resell such Notes, or any interest or participation therein as described in the Offering Circular and pursuant to the provisions of this Indenture.

(viii) It agrees that if in the future it should offer, sell or otherwise transfer such Note or any interest or participation therein, it will do so only (A) to the Issuer, (B) pursuant to Rule 144A to a person it reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, purchasing for its own account or for the account of a QIB, whom it has informed that such offer, sale or other transfer is being made in reliance on Rule 144A or (C) in an offshore transaction meeting the requirements of Rule 903 or Rule 904 of Regulation S under the Securities Act.

(ix) If it is acquiring such Note or any interest or participation therein in an "offshore transaction" (as defined in Regulation S under the Securities Act), it acknowledges that the Notes will initially be represented by the Temporary Regulation S Global Note and that transfers thereof or any interest or participation therein are restricted as set forth in this Indenture. If it is a QIB, it acknowledges that the Notes offered in reliance on Rule 144A will be represented by a Rule 144A Global Note and that transfers thereof or any interest or participation therein are restricted as set forth in this Indenture.

(x) It understands that the Temporary Regulation S Global Note will bear a legend to the following effect unless the Issuer determines otherwise, consistent with applicable law:

"THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW. NO BENEFICIAL OWNERS OF THIS TEMPORARY GLOBAL NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF PRINCIPAL OR INTEREST HEREON UNLESS THE REQUIRED CERTIFICATIONS HAVE BEEN DELIVERED PURSUANT TO THE TERMS OF THE INDENTURE REFERRED TO BELOW."

(xi) With respect to any foreign purchaser claiming an exemption from United States income or withholding tax, it has delivered to the Trustee a true and complete Form W-8BEN or W-8ECI, indicating such exemption or any successor or other forms and documentation as may be sufficient under the applicable regulations for claiming such exemption.

(xii) It acknowledges that the Depositor, the Issuer, the Initial Purchasers and others will rely on the truth and accuracy of the foregoing acknowledgments, representations and agreements, and agrees that if any of the foregoing acknowledgments, representations and agreements deemed to have been made by it are no longer accurate, it shall promptly notify the Issuer and the Initial Purchasers.

(xiii) It acknowledges that transfers of the Notes or any interest or participation therein shall otherwise be subject in all respects to the restrictions applicable thereto contained in this Indenture.

(xiv) Either (A) it is not (i) an employee benefit plan that is subject to Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is subject to Section 4975 of the Code, or (iii) an entity the underlying assets of which are considered to include "plan assets" of, and it is not purchasing the Notes on behalf of, any such plan, account or arrangement; or (B) its purchase, holding and subsequent disposition of the Notes either (i) will not constitute or result in a prohibited transaction under ERISA or Section 4975 of the Code or (ii) are exempt from the prohibited transaction provisions of ERISA and Section 4975 of the Code in accordance with one or more available statutory, class or individual prohibited transaction exemptions. It will not transfer the Notes to any person or entity, unless such person or entity could itself truthfully make the foregoing representations and covenants as presented in this clause (xiv).

Any transfer, resale, pledge or other transfer of the Notes contrary to the restrictions set forth above and elsewhere in this Indenture shall be deemed void ab initio by the Issuer and the Trustee. As used in this Section 2.6, the terms "United States" and "U.S. persons" have the respective meanings given them in Regulation S under the Securities Act.

(e) Each Note Owner and Holder of any Notes understands and acknowledges that the Issuer has structured this Indenture and the Notes with the intention that the Notes will qualify under applicable tax law as indebtedness of the Issuer, and the Issuer and each Noteholder by acceptance of its Note agree to treat the Notes (or interests therein) as

indebtedness for purposes of federal, state, local and foreign income or franchise taxes or any other applicable tax.

(f) Notwithstanding anything to the contrary contained herein, each Note and this Indenture may be amended or supplemented to modify the restrictions on and procedures for resale and other transfers of the Notes to reflect any change in applicable law or regulation (or the interpretation thereof) or in practices relating to the resale or transfer of restricted securities generally (provided, however, that no such amendment or supplement shall in any way impact the Interest Rate Swap). Each Noteholder shall, by its acceptance of such Note, have agreed to any such amendment or supplement.

Section 2.7 Mutilated, Destroyed, Lost or Stolen Notes. If (i) any mutilated Note is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) in the case of a destroyed, lost or stolen Note, there is delivered to the Trustee such security or indemnity as may be required by it to hold the Issuer and the Trustee harmless, then, in the absence of notice to the Issuer, the Note Registrar or the Trustee that such Note has been acquired by a protected purchaser, and provided that the requirements of Section 8-405 of the UCC are met, the Issuer shall execute and upon its request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note; provided, however, that if any such destroyed, lost or stolen Note, but not a mutilated Note, shall have become or within twenty (20) days shall become due and payable, or shall have been called for redemption, instead of issuing a replacement Note, the Issuer may pay such destroyed, lost or stolen Note when so due or payable or upon the redemption date without surrender thereof. If, after the delivery of such replacement Note or payment of a destroyed, lost or stolen Note pursuant to the proviso to the preceding sentence, a protected purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the Issuer and the Trustee shall be entitled to recover such replacement Note (or such payment) from the Person to whom it was delivered or any Person taking such replacement Note from such Person to whom such replacement Note was delivered or any assignee of such Person, except a protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, claim, liability, cost or expense incurred by the Issuer or the Trustee, its agents and/or counsel, in connection therewith.

Upon the issuance of any replacement Note under this Section 2.7, the Issuer may require the payment by the Holder of such Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the fees and expenses of the Trustee, its agents and/or counsel) connected therewith.

Except as set forth in the first paragraph of this Section 2.7, every replacement Note issued pursuant to this Section 2.7 in replacement of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

The provisions of this Section 2.7 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 2.8 Persons Deemed Owner. Prior to due presentment for registration of transfer of any Note, the Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the Person in whose name any Note is registered (as of the day of determination) as the owner of such Note for the purpose of receiving payments of principal of and interest, if any, on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and neither the Issuer, the Trustee nor any agent of the Issuer or the Trustee shall be affected by notice to the contrary.

Section 2.9 Payment of Principal and Interest; Defaulted Interest.

(a) The Notes of each Class shall accrue interest from and including the Closing Date at the Note Interest Rate for that Class. Interest on the Class A-1 Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Class A-2 Notes will be calculated on the basis of a 360-day year and the actual number of days that elapsed during the related Interest Accrual Period. Interest shall be due and payable on the Payment Date in December 2007 and each Payment Date thereafter until all principal amounts on the Notes have been repaid. The amount of interest due and payable on the Notes with respect to each Payment Date shall be an amount equal to the Accrued Interest with respect to such Payment Date. Any installment of interest or principal, if any, or any other amount, payable on any Note which is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered on the Record Date, by check mailed first-class, postage prepaid to such Person's address as it appears on the Note Register on such Record Date, (i) except that with respect to Notes registered on the Record Date in the name of the Clearing Agency or the nominee of the Clearing Agency (initially, such nominee to be Cede & Co.), payment will be made by wire transfer in immediately available funds to the account designated by such nominee, and (ii) except for (A) the final installment of principal payable with respect to such Note on a Payment Date and (B) the redemption price for any Note called for redemption pursuant to Section 2.18, in each case which shall be payable as provided below; provided, however, that the Insurer will be subrogated to the rights of each Noteholder to receive payments of principal and interest, as applicable, with respect to distributions on the Notes to the extent of any payment by the Insurer under the Insurance Policy and the Insurer will be reimbursed therefor, together with interest thereon as provided in the Insurance Agreement, in accordance with Sections 3.1 and 11.7.

(b) To the extent of Available Funds, principal shall be due and payable on the Notes as provided in Section 3.1(a), or if a Rapid Amortization Event has occurred and is continuing as provided in Section 3.1(b). The principal amount of the Notes, to the extent not previously paid, shall be due and payable on the Rated Final Maturity Date. Notwithstanding the foregoing, the entire unpaid principal amount of the Notes shall be due and payable, if not previously paid, on the date on which an Event of Default described in Section 11.1 shall have occurred and be continuing, if the Notes have been declared to be immediately due and payable as provided in Section 11.1. Principal payments on the Notes shall be made pro rata to the Noteholders entitled thereto. The Insurer will be subrogated to the rights of each Noteholder to receive payments of

principal with respect to distributions on the Notes to the extent of any payment by the Insurer under the Insurance Policy and the Insurer will be reimbursed therefor, together with interest thereon as provided in the Insurance Agreement, in accordance with Sections 3.1 and 11.7.

Notices in connection with redemptions of Notes shall be mailed or sent by facsimile to Noteholders, the Insurer and the Swap Counterparty as provided in Section 15.6.

(c) If the Issuer defaults in a payment of interest on the Notes when such interest becomes due and payable on any Payment Date, the Issuer shall pay defaulted interest (plus interest on such defaulted interest to the extent lawful) at the applicable Note Interest Rate in any lawful manner. Unless the interest shall have been paid by the Insurer, the Issuer may pay such defaulted interest to the persons who are Noteholders on a subsequent special record date, which special record date shall be fixed or caused to be fixed by the Issuer and shall be at least three Business Days prior to the payment date. The Issuer shall fix or cause to be fixed any such payment date, and, prior to the third Business Day prior to any such special record date, the Issuer shall mail or transmit by facsimile to each Noteholder, the Insurer and the Swap Counterparty a notice that states the special record date, the payment date and the amount of defaulted interest to be paid.

(d) Holders of a beneficial interest in Notes sold in reliance on Regulation S as Temporary Regulation S Global Notes are prohibited from receiving payments or from exchanging beneficial interests in such Temporary Regulation S Global Notes for Permanent Regulation S Global Notes until the later of (i) the expiration of the Distribution Compliance Period (the "Exchange Date") and (ii) the furnishing of a certificate, substantially in the form of Exhibit C attached hereto, certifying that the beneficial owner of the Temporary Regulation S Global Note is a non-U.S. person (a "Regulation S Certificate") as provided in Section 2.12.

Section 2.10 Cancellation. All Notes surrendered for payment, registration of transfer, exchange or redemption shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall, following its receipt thereof, be promptly canceled by the Trustee. The Issuer may at any time deliver to the Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall, following its receipt thereof, be promptly canceled by the Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes canceled as provided in this Section 2.10, except as expressly permitted by this Indenture. All canceled Notes shall be returned to the Issuer.

Section 2.11 Global Notes. The Notes, upon original issuance, will be issued in global form (i) to QIBs in transactions exempt from the registration requirements of the Securities Act in reliance on Rule 144A, as a single note in fully registered form, without interest coupons (the "Rule 144A Global Note"), authenticated and delivered in substantially the forms attached hereto included in Exhibit A and/or (ii) as a single note in "offshore transactions" (within the meaning of Regulation S), in fully registered form, without interest coupons (the "Temporary Regulation S Global Note"), authenticated and delivered in substantially the forms attached hereto included in Exhibit A. Such Notes shall be delivered to The Depository Trust Company, the initial Clearing Agency, by, or on behalf of, the Issuer and shall initially be registered on the Note Register in the name of Cede & Co., the nominee of the initial Clearing Agency, and no Note

Owner will receive a Definitive Note representing such Note Owner's interest in such Note, except as provided in Section 2.15. Unless and until definitive, fully registered Notes (the "Definitive Notes") have been issued to Note Owners pursuant to Section 2.15:

(i) the provisions of this Section 2.11 shall be in full force and effect;

(ii) the Note Registrar and the Trustee shall be entitled to deal with the Clearing Agency for all purposes of this Indenture (including the payment of principal of and interest on the Notes and the giving of instructions or directions hereunder) as the sole holder of the Notes (except to the extent that the Insurer is entitled to such payments), and shall have no obligation to the Note Owners;

(iii) to the extent that the provisions of this Section 2.11 conflict with any other provisions of this Indenture, the provisions of this Section 2.11 shall control;

(iv) the rights of Note Owners shall be exercised only through the Clearing Agency and shall be limited to those established by law and agreements between such Note Owners and the Clearing Agency and/or the Clearing Agency Participants in accordance with the Depository Agreement. Unless and until Definitive Notes are issued pursuant to Section 2.15, the initial Clearing Agency will make book-entry transfers among the Clearing Agency Participants and receive and transmit payments of principal of and interest on the Notes to such Clearing Agency Participants;

(v) whenever this Indenture requires or permits actions to be taken based upon instructions or directions of Holders of Notes evidencing a specified percentage of the Aggregate Principal Amount of the Notes, the Clearing Agency shall be deemed to represent such percentage only to the extent that it has received instructions to such effect from Note Owners and/or Clearing Agency Participants owning or representing such required percentage of the Aggregate Principal Amount of the Notes and has delivered such instructions to the Trustee; and

(vi) the Notes may not be transferred as a whole except by the Clearing Agency to a nominee of the Clearing Agency or by a nominee of the Clearing Agency to the Clearing Agency or another nominee of the Clearing Agency or by the Clearing Agency or any such nominee to a successor Clearing Agency or a nominee of such successor Clearing Agency.

Section 2.12 Regulation S Global Notes.

(a) Notes issued in reliance on Regulation S under the Securities Act will initially be in the form of a Temporary Regulation S Global Note. Any beneficial interest in a Note evidenced by the Temporary Regulation S Global Note is exchangeable for a beneficial interest in a Note in fully registered, global form, without interest coupons, authenticated and delivered in substantially the form attached hereto in Exhibit A (the "Permanent Regulation S Global Note"), upon the later of (i) the Exchange Date and (ii) the furnishing of a Regulation S Certificate.

(b) (i) On or prior to the Exchange Date, each owner of a beneficial interest in a Temporary Regulation S Global Note shall deliver to Euroclear or Clearstream (as applicable) a Regulation S Certificate; provided, however, that any owner of a beneficial interest in a Temporary Regulation S Global Note on the Exchange Date or on any Payment Date that has previously delivered a Regulation S Certificate hereunder shall not be required to deliver any subsequent Regulation S Certificate (unless the certificate previously delivered is no longer true as of such subsequent date, in which case such owner shall promptly notify Euroclear or Clearstream, as applicable, thereof and shall deliver an updated Regulation S Certificate). Euroclear and/or Clearstream, as applicable, shall deliver to the Paying Agent or the Trustee a certificate substantially in the form of Exhibit C (a "Non-U.S. Certificate") attached hereto promptly upon the receipt of each such Regulation S Certificate, and no such owner (or transferee from such owner) shall be entitled to receive a beneficial interest in a Permanent Regulation S Global Note or any payment of or principal of interest on or any other payment with respect to its beneficial interest in a Temporary Regulation S Global Note prior to the Paying Agent or the Trustee receiving such Non-U.S. Certificate from Euroclear or Clearstream with respect to the portion of the Temporary Regulation S Global Note owned by such owner (and, with respect to a beneficial interest in the Permanent Regulation S Global Note, prior to the Exchange Date).

(c) Any payments of principal of, interest on or any other payment on a Temporary Regulation S Global Note received by Euroclear or Clearstream with respect to any portion of such Regulation S Global Note owned by a Note Owner that has not delivered the Regulation S Certificate required by this Section 2.12 shall be held by Euroclear and Clearstream solely as agents for the Paying Agent and the Trustee. Euroclear and Clearstream shall remit such payments to the applicable Note Owner (or to a Euroclear or Clearstream member on behalf of such Note Owner) only after Euroclear or Clearstream has received the requisite Regulation S Certificate. Until the Paying Agent or the Trustee has received a Non-U.S. Certificate from Euroclear or Clearstream, as applicable, that it has received the requisite Regulation S Certificate with respect to the ownership of a beneficial interest in any portion of a Temporary Regulation S Global Note, the Paying Agent or the Trustee may revoke the right of Euroclear or Clearstream, as applicable, to hold any payments made with respect to such portion of such Temporary Regulation S Global Note. If the Paying Agent or the Trustee exercises its right of revocation pursuant to the immediately preceding sentence, Euroclear or Clearstream, as applicable, shall return such payments to the Paying Agent or the Trustee and the Trustee shall hold such payments in the Collection Account until Euroclear or Clearstream, as applicable, has provided the necessary Non-U.S. Certificates to the Paying Agent or the Trustee (at which time the Paying Agent shall forward such payments to Euroclear or Clearstream, as applicable, to be remitted to the Note Owner that is entitled thereto on the records of Euroclear or Clearstream (or on the records of their respective members)).

Each Note Owner with respect to a Temporary Regulation S Global Note shall exchange its beneficial interest therein for a beneficial interest in a Permanent Regulation S Global Note on or after the Exchange Date upon furnishing to Euroclear or Clearstream (as applicable) the Regulation S Certificate and upon receipt by the Paying Agent or the Trustee, as applicable, of the Non-U.S. Certificate thereof from Euroclear or Clearstream, as applicable, in each case pursuant to the terms of this Section 2.12. On and after the Exchange Date, upon receipt by the Paying Agent or the Trustee of any Non-U.S. Certificate from Euroclear or Clearstream

described in the immediately preceding sentence (i) with respect to the first such certification, the Issuer shall execute, upon receipt of an order to authenticate, and the Trustee shall authenticate and deliver to the Clearing Agency Custodian the applicable Permanent Regulation S Global Note and (ii) with respect to the first and all subsequent certifications, the Clearing Agency Custodian shall exchange on behalf of the applicable owners the portion of the applicable Temporary Regulation S Global Note covered by such certification for a comparable portion of the applicable Permanent Regulation S Global Note. Upon any exchange of a portion of a Temporary Regulation S Global Note for a comparable portion of a Permanent Regulation S Global Note, the Clearing Agency Custodian shall endorse on the schedules affixed to each such Regulation S Global Note (or on continuations of such schedules affixed to each such Regulation S Global Note and made parts thereof) appropriate notations evidencing the date of transfer and (x) with respect to the Temporary Regulation S Global Note, a decrease in the principal amount thereof equal to the amount covered by the applicable certification and (y) with respect to the Permanent Regulation S Global Note, an increase in the principal amount thereof equal to the principal amount of the decrease in the Temporary Regulation S Global Note pursuant to clause (x) above.

Section 2.13 Special Transfer Provisions.

(a) If a holder of a beneficial interest in the Rule 144A Global Note wishes at any time to exchange its beneficial interest in the Rule 144A Global Note for a beneficial interest in the Regulation S Global Note, or to transfer a beneficial interest in the Rule 144A Global Note to a person who wishes to take delivery thereof in the form of a beneficial interest in the Regulation S Global Note, such holder may, subject to the rules and procedures of the Clearing Agency and to the requirements set forth in the following sentence, exchange or cause the exchange or transfer or cause the transfer of the beneficial interest for an equivalent beneficial interest in the Regulation S Global Note. Upon receipt by the Trustee of (1) instructions given in accordance with the Clearing Agency's procedures from or on behalf of a Note Owner of the Rule 144A Global Note, directing the Trustee (via the Clearing Agency's Deposit/Withdrawal of Custodian System ("DWAC")), as transfer agent, to credit or cause to be credited a beneficial interest in the Regulation S Global Note in an amount equal to the beneficial interest in the Rule 144A Global Note to be exchanged or transferred, (2) a written order in accordance with the Clearing Agency's procedures containing information regarding the Euroclear or Clearstream account to be credited with such increase and the name of such account, and (3) a certificate given by such Note Owner stating that the exchange or transfer of such beneficial interest has been made pursuant to and in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act, the Trustee, as transfer agent, shall promptly deliver appropriate instructions to the Clearing Agency (via DWAC), its nominee, or the custodian for the Clearing Agency, as the case may be, to reduce or reflect on its records a reduction of the Rule 144A Global Note by the aggregate principal amount of the beneficial interest in the Rule 144A Global Note to be so exchanged or transferred from the relevant participant, and the Trustee, as transfer agent, shall promptly deliver appropriate instructions (via DWAC) to the Clearing Agency, its nominee, or the custodian for the Clearing Agency, as the case may be, concurrently with such reduction, to increase or reflect on its records an increase of the principal amount of such Regulation S Global Note by the aggregate principal amount of the beneficial interest in the Rule 144A Global Note to be so exchanged or transferred, and to credit or cause to be credited to the account of the person specified in such instructions (who may be Euroclear Bank S.A./N.V., as operator of

Euroclear or Clearstream or another agent member of Euroclear, or Clearstream, or both, as the case may be, acting for and on behalf of them) a beneficial interest in such Regulation S Global Note equal to the reduction in the principal amount of the Rule 144A Global Note. Notwithstanding anything to the contrary, the Trustee may conclusively rely upon the completed schedule set forth in the certificate representing the Notes.

(b) If a holder of a beneficial interest in the Regulation S Global Note wishes at any time to exchange its beneficial interest in the Regulation S Global Note for a beneficial interest in the Rule 144A Global Note, or to transfer a beneficial interest in the Regulation S Global Note to a person who wishes to take delivery thereof in the form of beneficial interest in the Rule 144A Global Note, such holder may, subject to the rules and procedures of Euroclear or Clearstream and the Clearing Agency, as the case may be, and to the requirements set forth in the following sentence, exchange or cause the exchange or transfer or cause the transfer of such beneficial interest for an equivalent beneficial interest in the Rule 144A Global Note. Upon receipt by the Trustee, as transfer agent, of (1) instructions given in accordance with the procedures of Euroclear or Clearstream and the Clearing Agency, as the case may be, from or on behalf of a Note Owner of the Regulation S Global Note directing the Trustee, as transfer agent, to credit or cause to be credited a beneficial interest in the Rule 144A Global Note in an amount equal to the beneficial interest in the Regulation S Global Note to be exchanged or transferred, (2) a written order given in accordance with the procedures of Euroclear or Clearstream and the Clearing Agency, as the case may be, containing information regarding the account with the Clearing Agency to be credited with such increase and the name of such account, and (3) prior to the expiration of the Distribution Compliance Period, a certificate given by such Note Owner stating that the person transferring such beneficial interest in such Regulation S Global Note reasonably believes that the person acquiring such beneficial interest in the Rule 144A Global Note is a QIB and is obtaining such beneficial interest for its own account or the account of a QIB in a transaction meeting the requirements of Rule 144A under the Securities Act and any applicable securities laws of any state of the United States or any other jurisdiction, the Trustee, as transfer agent, shall promptly deliver (via DWAC) appropriate instructions to the Clearing Agency, its nominee, or the custodian for the Clearing Agency, as the case may be, to reduce or reflect on its records a reduction of the Regulation S Global Note by the aggregate principal amount of the beneficial interest in such Regulation S Global Note to be exchanged or transferred, and the Trustee, as transfer agent, shall promptly deliver (via DWAC) appropriate instructions to the Clearing Agency, its nominee, or the custodian for the Clearing Agency, as the case may be, concurrently with such reduction, to increase or reflect on its records an increase of the principal amount of the Rule 144A Global Note by the aggregate principal amount of the beneficial interest in the Regulation S Global Note to be so exchanged or transferred, and to credit or cause to be credited to the account of the person specified in such instructions a beneficial interest in the Rule 144A Global Note equal to the reduction in the principal amount of the Regulation S Global Note. After the expiration of the Distribution Compliance Period, the certification requirement set forth in clause (3) of the second sentence of this subsection 2.13(b) will no longer apply to such exchanges and transfers. Notwithstanding anything to the contrary, the Trustee may conclusively rely upon the completed schedule set forth in the certificate representing the Notes.

(c) Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of a beneficial interest in the other Global Note will, upon

transfer, cease to be an interest in such Global Note and become a beneficial interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Note for as long as it remains such a beneficial interest.

(d) Until the later of the Exchange Date and the provision of the certifications required by Section 2.9(d), beneficial interests in a Regulation S Global Note may only be held through Euroclear Bank S.A./N.V., as operator of Euroclear or Clearstream, or another agent member of Euroclear and Clearstream acting for and on behalf of them. During the Distribution Compliance Period, beneficial interests in the Regulation S Global Note may be exchanged for beneficial interests in the Rule 144A Global Note only in accordance with the certification requirements described above.

Section 2.14 Notices to Clearing Agency. Whenever a notice or other communication to the Holders of the Notes is required under this Indenture, unless and until Definitive Notes shall have been issued to Note Owners pursuant to Section 2.15, the Trustee shall give all such notices and communications specified herein to be given to Holders of the Notes to the Clearing Agency, and shall have no obligation to the Note Owners.

Section 2.15 Definitive Notes. If (i) the Issuer advises the Trustee in writing that the Clearing Agency is no longer willing or able to properly discharge its responsibilities with respect to the Notes, and the Issuer is unable to locate a qualified successor, or (ii) to the extent permitted by law, the Issuer, at its option advises the Trustee in writing that it elects to terminate the book-entry system through the Clearing Agency, or (iii) after the occurrence of an Event of Default or a Servicer Default, the Majority Holders advise the Issuer and the Clearing Agency in writing that the continuation of a book-entry system through the Clearing Agency is no longer in the best interests of the Note Owners, then the Clearing Agency shall notify all Note Owners and the Trustee of the occurrence of any such event and of the availability of Definitive Notes to Note Owners. Upon surrender to the Trustee of the word-processed Note or Notes representing the Global Notes by the Clearing Agency, accompanied by registration instructions, the Issuer shall execute and the Trustee shall authenticate the Definitive Notes in accordance with the instructions of the Clearing Agency. None of the Issuer, the Note Registrar or the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying on, such instructions. Upon the issuance of Definitive Notes to Note Owners, the Trustee shall recognize the Holders of such Definitive Notes as Noteholders.

Section 2.16 Payments on the Notes.

(a) Subject to the availability of Available Funds and to the Priority of Payments, the Notes will provide for (i) the payment of Accrued Interest on each Payment Date until the earlier of the date on which all Notes are paid in full and the Rated Final Maturity Date and (ii) (A) absent the occurrence and continuation of a Rapid Amortization Event or the sale of the Collateral and distribution under Section 11.7, the payment of the Principal Distribution Amount on each Payment Date until the earlier of the date on which all Notes are paid in full and the Rated Final Maturity Date, (B) if a Rapid Amortization Event has occurred and is continuing, the payment in accordance with Section 3.19(b) of all Available Funds remaining after the application of clause “EIGHTH” in subsection 3.1(a) in respect of principal until the earlier of

the date on which all Notes are paid in full and the Rated Final Maturity Date or (C) if the Collateral has been sold under Article XI, distribution as provided in Section 11.7. All outstanding principal of the Notes will be due and payable (unless paid on an earlier date) on the Rated Final Maturity Date. On the Rated Final Maturity Date Noteholders will be entitled to the Reserve Account Draw Amount for such date, if any and all remaining Available Funds necessary to reduce the Aggregate Principal Amount of the Notes to zero.

(b) Interest and principal payable in respect of the Notes of any Class on any Payment Date shall be paid to the Holders of the Notes of such Class as of the related Record Date; provided, however, that the Insurer will be subrogated to the rights of each Noteholder to receive payments of principal and interest, as applicable, with respect to distributions on the Notes to the extent of any payment by the Insurer under the Insurance Policy and the Insurer will be reimbursed therefor, together with interest thereon as provided in the Insurance Agreement in accordance with Sections 3.1 and 11.7.

(c) All reductions in the principal amount of a Note (or one or more predecessor Notes) effected by payments of installments of principal made on any Payment Date shall be binding upon all future Holders of such Note and of any Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, whether or not such payment is noted on such Note; provided, however, that any installment of principal that (i) is subsequently rescinded or recaptured or (ii) is paid by the Insurer as a result of a draw under the Insurance Policy shall not be considered paid by the Issuer.

(d) Notwithstanding any other provision of this Indenture, principal of, interest on and all other amounts payable on or in respect of the Notes will constitute limited recourse obligations of the Issuer secured by, and payable from and to the extent of available proceeds of, the Collateral and any amounts paid by the Insurer pursuant to claims made under the Insurance Policy. The Holders of the Notes shall have recourse to the Issuer only to the extent of the Collateral, and following realization of the Collateral and all amounts available to the Trustee under the Insurance Policy, any claims of the Holders of the Notes shall be extinguished and shall not revive thereafter. Neither the Issuer, nor any of its respective agents, members, partners, beneficiaries, officers, directors, employees or any Affiliate of any of them or any of their respective successors or assigns or any other Person or entity shall be personally liable for any amounts payable, or performance due, under the Notes or this Indenture. It is understood that the foregoing provisions of this paragraph shall not (i) prevent recourse to the Collateral for the sums due or to become due under any security, instrument or agreement which is secured by the Collateral, or (ii) constitute a waiver, release or discharge of any indebtedness or obligation evidenced by the Notes or secured by this Indenture until such Collateral has been realized whereupon any outstanding indebtedness or obligation shall be extinguished. It is further understood that the foregoing provisions of this paragraph shall not limit the right of any Person to name the Issuer as party defendant in any action, suit or in the exercise of any other remedy under the Notes or in this Indenture, so long as no judgment in the nature of a deficiency judgment or seeking personal liability shall be asked for or (if obtained) enforced against the Issuer.

(e) For so long as any of the Notes are admitted on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF market, or listed on any other

stock exchange, to the extent required by the rules of such exchange, the Issuer or, upon Issuer Order, the Trustee, in the name and at the expense of the Issuer, shall notify such stock exchange in the event that the Notes do not receive scheduled payments of principal or interest on any Payment Date and the Servicer at the expense of the Issuer will arrange for publication of such information in a daily newspaper in Luxembourg or as otherwise required by such stock exchange.

Section 2.17 [Reserved].

Section 2.18 Clean-Up Call. The Notes are subject to redemption by the Issuer on any Payment Date on or after the date on which the Aggregate Loan Balance as of the end of the related Due Period is 10% or less of the Aggregate Loan Balance as of the Cut-Off Date (such Payment Date, the "Redemption Date"). The redemption price will be equal to the Aggregate Principal Amount plus accrued and unpaid interest to the date of redemption; provided that any Termination Payments due to the Swap Counterparty under the Interest Rate Swap plus all amounts then due and owing to the Insurer under the Insurance Agreement will be required to be paid concurrently with or prior to any such redemption.

At any time after the Issuer has delivered notice of an optional redemption (but at least one Business Day prior to the Redemption Date), the Issuer will deposit or cause to be deposited funds into the Collection Account sufficient to pay all principal and interest due or to become due on the Notes in connection with such redemption, plus related costs and expenses incurred or to be incurred by the Trustee, plus all amounts then due and owing to the Swap Counterparty and to the Insurer under the Insurance Agreement. The Trustee will invest the funds in the Collection Account in Permitted Investments as directed by the Issuer pursuant to this Indenture and on the Redemption Date will apply such funds deposited into the Collection Account and earnings on such funds to the payment in full of all principal and interest due on the Notes and amounts owing to the Swap Counterparty and the Insurer. Upon the full and final payment of the Notes and all interest thereon and upon payment of all amounts due to the Swap Counterparty and the Insurer, and at the written direction of the Issuer, the Collateral Agent will release its Lien on the Collateral.

Section 2.19 Authentication Agent.

(a) The Trustee may appoint one or more Authentication Agents with respect to the Notes which shall be authorized to act on behalf of the Trustee in authenticating the Notes in connection with the issuance, delivery, registration of transfer, exchange or repayment of the Notes. Whenever reference is made in this Indenture to the authentication of Notes by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication on behalf of the Trustee by an Authentication Agent and a certificate of authentication executed on behalf of the Trustee by an Authentication Agent. Each Authentication Agent must be reasonably acceptable to the Issuer and the Servicer.

(b) Any institution succeeding to the corporate agency business of an Authentication Agent shall continue to be an Authentication Agent without the execution or filing of any paper or any further act on the part of the Trustee or such Authentication Agent.

(c) An Authentication Agent may at any time resign by giving notice of resignation to the Trustee, the Swap Counterparty and to the Issuer. The Trustee may at any time terminate the agency of an Authentication Agent by giving notice of termination to such Authentication Agent and to the Issuer, the Insurer, the Swap Counterparty and the Servicer. Upon receiving such a notice of resignation or upon such a termination, or in case at any time an Authentication Agent shall cease to be acceptable to the Trustee or the Issuer, the Trustee may promptly appoint a successor Authentication Agent. Any successor Authentication Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authentication Agent. No successor Authentication Agent shall be appointed unless acceptable to the Issuer and the Servicer.

(d) The Issuer agrees to pay to each Authentication Agent from time to time reasonable compensation for its services under this Section 2.19.

(e) The provisions of Sections 13.1 and 13.3 shall be applicable to any Authentication Agent.

(f) Pursuant to an appointment made under this Section 2.19, the Notes may have endorsed thereon, in lieu of or in addition to the Trustee's certificate of authentication, an alternative certificate of authentication in substantially the following form:

"This is one of the Notes described in the within-mentioned Agreement.

_____

_____

as Authentication Agent
for the Trustee

By: _____
Authorized Signatory"

Section 2.20 Appointment of Paying Agent. The Trustee is hereby appointed as the Paying Agent. The Issuer (with the prior written consent of the Insurer) reserves the right at any time to appoint additional Paying Agents, provided that it will at all times maintain the Trustee as a Paying Agent. If the Issuer has appointed any additional Paying Agent, the Trustee reserves the right (with the prior written consent of the Insurer) at any time and for any reason to remove such additional Paying Agent. Any reference in this Indenture to the Paying Agent shall include any co-paying agent unless the context requires otherwise. The Paying Agent shall make payments to Noteholders from the Collection Account or other applicable Account pursuant to the provisions of this Indenture and shall report the amounts of such distributions to the Issuer. Under the terms of Section 3.4(b), the Trustee as Paying Agent shall have the power to withdraw funds from the Collection Account or other applicable Account for the purpose of making the distributions referred to above.

Section 2.21 Confidentiality. The Trustee and the Collateral Agent hereby agree not to disclose to any Person any name or address of any Obligor under any Pledged Loan or other information contained in the Loan Schedule or the data transmitted to the Trustee or the Collateral Agent hereunder, except (i) as may be required by law, rule, regulation or order applicable to it or in response to any subpoena or other valid legal process, (ii) as may be necessary in connection with any request of any federal or state regulatory authority having jurisdiction over it or the National Association of Insurance Commissioners, (iii) in connection with the performance of its duties hereunder, (iv) to a Successor Servicer appointed pursuant to Section 12.2, (v) in enforcing the rights of Noteholders and (vi) as requested by any Person in connection with the financing statements filed pursuant to the Transaction Documents. The Trustee and the Collateral Agent hereby agree to take such measures as shall be reasonably requested by the Issuer of it to protect and maintain the security and confidentiality of such information. The Trustee and the Collateral Agent shall use reasonable efforts to provide the Issuer with written notice five days prior to any disclosure pursuant to this Section 2.21.

Nothing in the foregoing paragraph should, however, be construed to limit the ability of the Trustee, the Insurer and the Collateral Agent (and their respective Affiliates, employees, officers, directors, agents and advisors) to disclose to any and all Persons, without limitation of any kind, the tax structure and tax treatment (as such terms are used in sections 6011, 6111, and 6112 of the Code and the regulations promulgated thereunder) of the Notes, and all materials of any kind (including opinions or other tax analyses) that have been provided to the Trustee, the Insurer or the Collateral Agent related to such tax structure and tax treatment. In this regard, the Trustee, the Insurer and the Collateral Agent acknowledge and agree that disclosure of the tax structure or tax treatment of the Notes is not limited in any way by an express or implied understanding or agreement, oral or written (whether or not such understanding or agreement is legally binding). Furthermore, the Trustee, the Insurer and the Collateral Agent acknowledge and agree that they do not know or have reason to know that the use or disclosure of information relating to the tax structure or tax treatment of the Notes is limited in any other manner (such as where the Notes are claimed to be proprietary or exclusive) for the benefit of any other Person. Neither the Trustee nor the Collateral Agent shall be permitted to disclose the tax structure and tax treatment of the Notes to the extent that such disclosure would constitute a violation of federal or state securities laws.

Section 2.22 144A Information. So long as the Issuer is not subject to Section 13 or 15(d) of the Exchange Act, upon the request of a Holder of Notes, the Issuer shall promptly furnish or cause to be furnished to such Holder and to a prospective purchaser of such Note designated by such Holder, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act to permit compliance with Rule 144A in connection with resales of the Notes in accordance with the terms hereof (such information being contemplated to consist of a copy of the Offering Circular together with all Monthly Servicing Reports delivered to the Issuer since the Closing Date).

ARTICLE III

PAYMENTS, SECURITY AND ALLOCATIONS

Section 3.1 Priority of Payments, Rapid Amortization.

(a) The Trustee shall apply, based on written instruction to the Trustee from the Servicer, on each Payment Date, (i) Available Funds for that Payment Date on deposit in the Collection Account, (ii) pursuant to Section 3.5(b), the Reserve Account Draw Amount, if any, for that Payment Date and (iii) proceeds of any claims on the Insurance Policy to make the following payments and in the following order of priority (provided that claims on the Insurance Policy shall be used solely to pay interest and principal on the Notes):

FIRST, to the Trustee the Monthly Trustee Fees and expenses of the Trustee to the extent not paid by the Servicer, plus accrued and unpaid Monthly Trustee Fees and expenses for prior Payment Dates; provided, however, that (i) any payments to the Trustee as reimbursement for expenses of the Trustee related to the transfer of servicing to a successor servicer and payable in priority FIRST will be limited to payments of $100,000 per calendar quarter and $340,000 in the aggregate, and (ii) payments to the Trustee as reimbursement for any other expenses of the Trustee will be limited to $10,000 per calendar year as long as no Event of Default has occurred, and the Notes have not been accelerated, or the Collateral sold, pursuant to this Indenture;

SECOND, to the Servicer, the Monthly Servicer Fee plus any unreimbursed Servicer Advances made in respect of any prior Payment Dates, plus any accrued and unpaid Monthly Servicer Fees;

THIRD, to the Swap Counterparty, the Net Swap Payment, if any;

FOURTH, to the extent not previously paid pursuant to the Custodial Agreement, to the Custodian, the Monthly Custodian Fee, plus any accrued and unpaid Monthly Custodian Fees for prior Payment Dates, not to exceed an amount on such Payment Date equal to one-twelfth of 0.06% of the Aggregate Loan Balance as of the beginning of the related Due Period;

FIFTH, to the extent not paid by the Servicer, to the Collateral Agent, the Monthly Collateral Agent Fee, plus any accrued and unpaid Monthly Collateral Agent Fees for prior Payment Dates;

SIXTH, as long as no Insurer Default has occurred and is continuing, to the Insurer, any accrued and unpaid Insurance Premium;

SEVENTH, to the holders of the Class A-1 Notes, Accrued Interest on the Class A-1 Notes, and to the holders of the Class A-2 Notes, Accrued Interest on the Class A-2 Notes (to the extent that there are insufficient funds to pay both such amounts in full, such amounts shall be paid pro rata between the Class A-1 Notes and the Class A-2 Notes in proportion to the percentage which each such Class represents of the Aggregate Principal Amount);

EIGHTH, to the Insurer, any Reimbursement Amounts then due and owing to the Insurer;

NINTH, (A) if no Rapid Amortization Event has occurred and is continuing, to the Noteholders and the Swap Counterparty, the Principal Distribution Amount plus the then unpaid Senior Priority Swap Termination Amount, if any, allocated pro rata among the Class A-1 Notes, the Class A-2 Notes, and the Swap Counterparty based upon the percentage which the Principal Amount of each Class and the amount of the unpaid Senior Priority Swap Termination Amount represents of the sum of the Aggregate Principal Amount plus the unpaid Senior Priority Swap Termination Amount; otherwise (B) if a Rapid Amortization Event has occurred and is continuing, all remaining Available Funds will be paid to the Noteholders and the Swap Counterparty according to subsection 3.1(b);

TENTH, to the Noteholders of each Class, the Extra Principal Distribution Amount, pro rata in proportion to their respective Class Percentages;

ELEVENTH, if the amount on deposit in the Reserve Account is less than the Reserve Required Amount, to the Reserve Account the remaining amount of Available Funds to the extent needed to increase the amount on deposit in the Reserve Account to the Reserve Required Amount;

TWELFTH, (i) first, to the Insurer, any other amounts due to the Insurer pursuant to the Insurance Agreement and (ii) second, to the Trustee, any other amounts due to the Trustee under this Indenture;

THIRTEENTH, to the Swap Counterparty, any amounts owing to the Swap Counterparty in respect of a termination of the Interest Rate Swap not paid pursuant to clause NINTH, above; and

FOURTEENTH, to the Issuer, any remaining Available Funds free and clear of the lien of this Indenture.

(b) Rapid Amortization. If a Rapid Amortization Event occurs and is continuing, on each Payment Date all Available Funds remaining after application of clause "EIGHTH" in subsection (a) above shall be applied to pay principal of the Notes and the Senior Priority Swap Termination Amount, if any, as follows: (i) to the holders of the Class A-1 Notes the lesser of (a) the amount allocated to the Class A-1 Notes when all Available Funds are allocated pro rata between the Class A-1 Notes and the Class A-2 Notes in proportion to their respective Principal Amounts and (b) the Principal Amount of the Class A-1 Notes and (ii) to the holders of the Class A-2 Notes and the Swap Counterparty, the lesser of (a) the amount allocated to the Class A-2 Notes when all Available Funds are allocated pro rata between the Class A-1 Notes and the Class A-2 Notes in proportion to their respective Principal Amounts, and (b) the Principal Amount of the Class A-2 Notes and the Senior Priority Swap Termination Amount, if any, pro rata in proportion to the Principal Amount of the Class A-2 Notes and the unpaid Senior Priority Swap Termination Amount, respectively, until such amounts are reduced to zero; in addition, if the Payment Date is the Rated Final Maturity Date, all Reserve Account Draw Amounts for such

date will be allocated pro rata between the Class A-1 Notes and Class A-2 Notes, in proportion to their respective Principal Amounts until the outstanding Principal Amounts have been reduced to zero; *provided, however*, that on any Payment Date on which the Principal Amount of the Class A-1 Notes has been reduced to zero, but the Principal Amount of the Class A-2 Notes has not been reduced to zero, any remaining Available Funds shall be allocated to the remaining Class A-2 Notes (in which case the amount allocated to the Class A-2 Notes shall be applied pro rata to the Class A-2 Notes and the Senior Priority Swap Termination Amount, if any) until the Principal Amount of all remaining Class A-2 Notes has been reduced to zero.

Funds remaining on any Payment Date after making the payments described in the preceding paragraph while a Rapid Amortization Event shall be in effect, shall be applied as provided in provisions TENTH through FOURTEENTH in subsection 3.1(a) above.

(c) Application of Monies Collected During Event of Default. If the Notes have been accelerated following an Event of Default and such acceleration and its consequences have not been rescinded and annulled, and the Trustee has sold the Collateral, the proceeds collected by the Trustee pursuant to Article XI or otherwise with respect to such Notes shall be applied as provided in Section 11.7.

Section 3.2 Information Provided to Trustee. The Servicer shall promptly provide the Trustee in writing with all information necessary to enable the Trustee to make the payments and deposits required pursuant to Section 3.1 as required by Section 8.1, and the Trustee shall be entitled to rely thereon.

Section 3.3 Payments. On each Payment Date, the Trustee, as Paying Agent, shall distribute to the Holders and the other parties entitled thereto the amounts due and payable under this Indenture and the Notes.

Section 3.4 Collection Account.

(a) Collection Account. The Trustee, for the benefit of the Noteholders, the Insurer and the Swap Counterparty, shall establish and maintain in the name of the Trustee, a segregated account designated as the "Sierra Timeshare 2007-2 Receivables Funding, LLC Series 2007-2 Collection Account" bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders, the Insurer and the Swap Counterparty pursuant to this Indenture. Deposits made into the Collection Account shall be limited to amounts deposited therein on the Closing Date, amounts paid to the Issuer under the terms of the Interest Rate Swap, Collections and other Available Funds and earnings on the Collection Account. If, at any time, the Collection Account ceases to be an Eligible Account, the Trustee (or the Servicer on its behalf) shall within 10 Business Days establish a new Collection Account as an Eligible Account and shall transfer any property in the Collection Account to the new Collection Account. So long as the Trustee is an Eligible Institution, the Collection Account may be maintained with it in an Eligible Account.

(b) Withdrawals. The Trustee shall have the sole and exclusive right to withdraw or order a transfer of funds from the Collection Account, in all events in accordance with the terms and provisions of this Indenture and the information most recently delivered to the Trustee

pursuant to Section 8.1; provided, however, that the Trustee shall be authorized to accept and act upon instructions from the Servicer regarding withdrawals or transfers of funds from the Collection Account, in all events in accordance with the provisions of this Indenture and the information most recently delivered pursuant to Sections 3.1 and 8.1. In addition, notwithstanding anything in the foregoing to the contrary, the Trustee shall be authorized to accept instructions from the Servicer on a daily basis regarding withdrawals or order transfers of funds from the Collection Account, to the extent such funds either (i) have been mistakenly deposited into the Collection Account (including without limitation funds representing assessments or dues payable by Obligors to property owners associations or other entities) or (ii) relate to items subsequently returned for insufficient funds or as a result of stop payments. In the case of any withdrawal or transfer pursuant to the foregoing sentence, the Servicer shall provide the Trustee, the Insurer and the Swap Counterparty with notice of such withdrawal or transfer, together with reasonable supporting details, on the next Monthly Servicing Report to be delivered by the Servicer following the date of such withdrawal or transfer (or in such earlier written notice as may be required by the Trustee from the Servicer from time to time). Notwithstanding anything therein to the contrary, the Trustee shall be entitled to make withdrawals or order transfers of funds from the Collection Account, in the amount of all reasonable and appropriate out-of-pocket costs and expenses incurred by the Trustee in connection with any misdirected funds described in clause (i) and (ii) of the second foregoing sentence. Within two Business Days of receipt, the Servicer shall transfer all Collections and other proceeds of the Collateral processed by the Servicer to the Trustee for deposit into the Collection Account. The Trustee shall deposit or cause to be deposited into the Collection Account upon receipt the Release Price in respect of releases of Pledged Loans by the Issuer. On each Payment Date, the Trustee shall apply amounts in the Collection Account to make the payments and disbursements described in Section 3.1 and this Section 3.4.

(c) Administration of the Collection Account. Funds in the Collection Account shall, at the direction of the Servicer, at all times be invested in Permitted Investments; provided, however, that all Permitted Investments shall mature on the Business Day preceding each Payment Date, in order to ensure that funds on deposit therein will be available on such Payment Date. Subject to the restrictions set forth in the first sentence of this subsection 3.4(c), the Servicer shall instruct the Trustee in writing regarding the investment of funds on deposit in the Collection Account. All investment earnings on such funds shall be deemed to be available to the Trustee for the uses specified in this Indenture. The Trustee shall be fully protected in following the investment instructions of the Servicer, and shall have no obligation for keeping the funds fully invested at all times or for making any investments other than in accordance with such written investment instructions. If no investment instructions are received from the Servicer, the Trustee is authorized to invest the funds in Permitted Investments described in clause (v) of the definition thereof. In no event shall the Trustee be liable for any investment losses incurred in connection with the investment of funds on deposit in the Collection Account by the Trustee pursuant to this Indenture.

(d) Irrevocable Deposit. Any deposit made into the Collection Account hereunder shall, except as otherwise provided herein, be irrevocable, and the amount of such deposit and any money, instruments, investment property or other property on deposit in, carried in or credited to the Collection Account hereunder and all interest thereon shall be held in trust by the Trustee and applied solely as provided herein.

(e) Source. All amounts delivered to the Trustee shall be accompanied by information in reasonable detail and in writing specifying the source and nature of the amounts.

Section 3.5 Reserve Account.

(a) Creation and Funding of the Reserve Account. The Trustee shall establish and maintain in the name of the Trustee, an Eligible Account designated as the "Sierra Timeshare 2007-2 Receivables Funding, LLC Reserve Account" bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders, the Insurer and the Swap Counterparty pursuant to this Indenture. The Reserve Account shall be under the sole dominion and control of the Trustee; however, if so directed by the Servicer, the Reserve Account may be an Eligible Account in the name of the Trustee opened at another Eligible Institution. If, at any time, the Reserve Account ceases to be an Eligible Account, the Trustee (or the Servicer on its behalf) shall within 10 Business Days establish a new Reserve Account as an Eligible Account and shall transfer any property in the Reserve Account to such new Reserve Account. So long as the Trustee is an Eligible Institution, the Reserve Account may be maintained with it in an Eligible Account.

A deposit shall be made to the Reserve Account on the Closing Date in an amount equal to the Reserve Required Amount and, on each Payment Date, deposits shall be made to the Reserve Account to the extent provided in provision ELEVENTH of subsection 3.1(a).

(b) Withdrawals from the Reserve Account. If Available Funds are not sufficient to pay (i) on each Payment Date prior to the Rated Final Maturity Date, those amounts described in provisions FIRST through EIGHTH of subsection 3.1(a) plus the Principal Distribution Amount for such Payment Date or (ii) on the Rated Final Maturity Date, those amounts described in provisions FIRST through EIGHTH and all unpaid Principal Amounts on the Notes, the Trustee, at the direction of the Servicer, shall withdraw from the Reserve Account the lesser of the amounts sufficient to make such payments and the balance in the Reserve Account (the "Reserve Account Draw Amount"). On the Rated Final Maturity Date, the Noteholders will be entitled to the Reserve Account Draw Amount for such date, if any, to the extent of any unpaid balance of the Notes.

(c) Release of Funds from Reserve Account. On each Payment Date, the Trustee shall withdraw all cash on deposit in the Reserve Account in excess of the Reserve Required Amount and deposit such amount in the Collection Account, for application on such Payment Date as Available Funds in accordance with Section 3.1 of this Indenture.

(d) Termination of Reserve Account. Any funds remaining in the Reserve Account after all Notes (including both principal and interest thereon) have been paid in full and in cash and all other obligations of the Issuer under this Indenture and the Notes, including all amounts owing to the Insurer and the Swap Counterparty, have been paid in full and in cash shall be remitted by the Trustee to the Issuer free and clear of the lien of this Indenture.

(e) Administration of the Reserve Account. Funds in the Reserve Account shall be invested in Permitted Investments as directed by the Servicer;provided, however, that all Permitted Investments shall mature on or before the next Payment Date. Subject to the

restrictions set forth in the first sentence of this subsection (e), the Servicer shall instruct the Trustee in writing regarding the investment of funds on deposit in the Reserve Account. The Trustee shall be fully protected in following the investment instructions of the Servicer, and shall have no obligation for keeping the funds fully invested at all times or for making any investments other than in accordance with such written investment instructions. If no investment instructions are received from the Servicer, the Trustee is authorized to invest the funds in Permitted Investments described in clause (v) of the definition thereof. In no event shall the Trustee be liable for any investment losses incurred in connection with the investment of funds on deposit in the Reserve Account by the Trustee pursuant to this Indenture.

(f) Deposit Irrevocable. Any deposit made into the Reserve Account hereunder shall, except as otherwise provided herein, be irrevocable, and the amount of such deposit and any money, instruments, investment property, or other property credited to, carried in, or deposited in the Reserve Account hereunder and all interest thereon shall be held in trust by the Trustee and applied solely as provided herein.

Section 3.6 Interest Rate Swap.

(a) The Issuer shall enter into the Interest Rate Swap, certain terms of which are set forth herein for the convenience of the parties thereto for incorporation therein by reference, with the Swap Counterparty on the Closing Date. The Interest Rate Swap shall have a termination date which is the earlier of the Payment Date occurring in September 2019 or when the notional amount of the Class A-2 Notes thereunder has been reduced to zero, subject to early termination or partial termination in accordance with the terms of the Interest Rate Swap. The Interest Rate Swap shall have a notional amount for each Interest Accrual Period equal to the Principal Amount of the Class A-2 Notes as of the close of business on the first day of such Interest Accrual Period. Under the Interest Rate Swap, the Issuer shall be the fixed rate payer and shall pay a fixed rate of 5.508% and the Swap Counterparty shall be the floating rate payer and shall pay a floating rate of one-month LIBOR as determined under the terms of the Interest Rate Swap from time to time plus 1.00%. Pursuant to the terms of the Interest Rate Swap, the Swap Counterparty shall pay to the Trustee, on behalf of the Issuer, on each Payment Date, the Net Swap Receipt, if any, plus the amount of any Net Swap Receipt due but not paid with respect to any previous Payment Date. The Trustee shall deposit such Net Swap Receipts, if any, into the Collection Account and shall apply such amounts as Available Funds pursuant to subsection 3.1 of this Indenture. In addition, in accordance with the terms of the Interest Rate Swap, the Issuer shall pay to the Swap Counterparty the Net Swap Payment, if any, for such Payment Date, plus the amount of any Net Swap Payment due but not paid on any previous Payment Date, from amounts available pursuant to provision THIRD of subsection 3.1(a).

(b) Following the termination of the Interest Rate Swap pursuant to the terms thereof, the Swap Counterparty shall pay to the Trustee for the benefit of the Issuer the amount of the Termination Receipt, if any, to be paid by the Swap Counterparty pursuant to the Interest Rate Swap. The Trustee shall, promptly upon receipt of any such Termination Receipt, if any, at the written direction of the Servicer, pay such Termination Receipt to a replacement swap counterparty or deposit such Termination Receipt or the balance thereof not paid to a replacement swap counterparty into the Collection Account to be applied as Available Funds.

(c) Following the termination of the Interest Rate Swap pursuant to the terms thereof, the Issuer shall pay to the Swap Counterparty the amount of the Termination Payment, if any, to be made by the Issuer pursuant to the Interest Rate Swap to the extent of funds available therefore under provision NINTH of subsection 3.1(a) or provision NINTH of Section 11.7, if applicable, or provision THIRTEENTH of subsection 3.1(a) or provision ELEVENTH of Section 11.7, if applicable, or if a Rapid Amortization Event has occurred and is continuing, as provided in subsection 3.1(b).

(d) If the Interest Rate Swap is terminated for any reason and no successor swap is entered into, the Servicer shall solicit bids from one or more prospective replacement swap counterparties for the price of a replacement swap agreement with a notional amount equal to the Principal Amount of the Class A-2 Notes. With the consent of (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders, and in either case upon the satisfaction of the Swap Rating Agency Condition, the Issuer will enter into such replacement swap agreement. If (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders does or do not consent to such replacement swap agreement, or the Swap Rating Agency Condition is not satisfied, the Issuer will not enter into a replacement swap agreement.

Section 3.7 Custody of Permitted Investments and other Collateral.

The Trustee shall hold such of the Collateral (and any other collateral that may be granted to the Trustee) and the Permitted Investments (other than the Pledged Loans, the related Loan Files, or the related Vacation Ownership Interests) as consists of instruments, certificated securities, negotiable documents, money, goods, or tangible chattel paper in the State of New York. The Trustee shall hold such of the Collateral (and any other collateral that may be granted to the Trustee) and the Permitted Investments (other than the Pledged Loans, the related Loan Files, or the related Vacation Ownership Interests) as constitutes investment property (other than certificated securities) through a securities intermediary, which securities intermediary shall agree with the Trustee and the Issuer that (I) such investment property shall at all times be credited to a securities account of the Trustee, (II) such securities intermediary shall treat the Trustee as entitled to exercise the rights that comprise each financial asset credited to such securities account, (III) all property credited to such securities account shall be treated as a financial asset, (IV) such securities intermediary shall comply with entitlement orders originated by the Trustee without the further consent of any other person or entity, (V) such securities intermediary will not agree with any person or entity other than the Trustee to comply with entitlement orders originated by any person or entity other than the Trustee, (VI) such securities accounts and the property credited thereto shall not be subject to any lien, security interest, encumbrance, claim, or right of set-off in favor of such securities intermediary or anyone claiming through it (other than the Trustee), (VII) such agreement shall be governed by the laws of the State of New York, and (VIII) the State of New York shall be the "securities intermediary's jurisdiction" of such securities intermediary for purposes of the New York Uniform Commercial Code (the "NYUCC"). The Trustee shall hold such of the Collateral (and any other collateral that may be granted to the Trustee) and the Permitted Investments (other than the Pledged Loans, the related Loan Files, or the related Vacation Ownership Interests) as constitutes a deposit account through a bank, which bank shall agree in writing with the Trustee

and the Issuer that (i) such bank shall comply with instructions originated by the Trustee directing disposition of the funds in the deposit account without further consent of any other person or entity, (ii) such bank will not agree with any person or entity other than the Trustee to comply with instructions originated by any person or entity other than the Trustee, (iii) such deposit account and the money deposited therein shall not be subject to any lien, security interest, encumbrance, claim, or right of set-off in favor of such bank or anyone claiming through it (other than the Trustee), (iv) such agreement shall be governed by the laws of the State of New York, and (v) the State of New York shall be the "bank's jurisdiction" of such bank for purposes of Article 9 of the NYUCC. Terms used in this paragraph that are defined in the NYUCC and not otherwise defined herein shall have the meaning set forth in the NYUCC. Except as permitted by this paragraph, the Trustee shall not hold any part of the Collateral (or any other collateral that may be granted to the Trustee) or the Permitted Investments (other than the Pledged Loans, the related Loan Files, or the related Vacation Ownership Interests) through an agent or a nominee.

Section 3.8 The Policy.

(a) The Issuer hereby represents that (i) it has obtained the Insurance Policy in the name, and for the benefit and security, of the Trustee, acting on behalf of the Noteholders, (ii) it has entered into the Insurance Agreement which provides for the issuance of the Insurance Policy by the Insurer and (iii) the Insurance Policy permits the Trustee to draw on the Insurance Policy from time to time for the purposes set forth in this Agreement. The Insurer shall not be entitled to reimbursement for any draws, interest or fees with respect to the Insurance Policy, except as specifically provided herein.

(b) (i) If on any Determination Date Available Funds and amounts on deposit in the Reserve Account are insufficient to pay the interest set forth in clause (i) of the definition of Accrued Interest (excluding interest on past due Accrued Interest) on the Notes in accordance with the Priority of Payments or Section 11.7, as applicable, on the immediately following Payment Date, then the Trustee will no later than 10:00 a.m. New York City time on the fourth Business Day prior to the Payment Date make a claim under the Insurance Policy in accordance with the procedures set forth in the Insurance Policy in an amount equal to such insufficiency and (ii) if on the Determination Date immediately preceding the Rated Final Maturity Date Available Funds and amounts on deposit in the Reserve Account are insufficient to reduce the Aggregate Principal Amount of the Notes to zero on the Rated Final Maturity Date, then the Trustee will no later than 10:00 a.m. New York City time on the fourth Business Day prior to the Payment Date make a claim under the Insurance Policy in an amount necessary to reduce the Aggregate Principal Amount of the Notes to zero on such Payment Date (the aggregate amounts demanded in (i) and (ii) pursuant to this sentence on any Payment Date, the "Policy Claim Amount.") Pursuant to the Insurance Policy, following receipt by the Insurer of such demand, the Insurer will pay the Policy Claim Amount by the later of (i) 12:00 noon, New York City time, on the applicable Payment Date and (ii) 12:00 noon, New York City time, on the fourth Business Day following receipt by the Insurer of the appropriate demand for payment.

The terms "Receipt" and "Received," with respect to the Insurance Policy, mean actual delivery to the Insurer prior to 11:00 a.m., New York City time, on a Business Day. Notices delivered either on a day that is not a Business Day or after 11:00 a.m., New York City time, on a Business Day, shall be deemed Received on the next succeeding Business Day. If any notice

or certificate given under the Insurance Policy by the Trustee is not in proper form or is not properly completed, executed or delivered, it will be deemed not to have been Received, and the Insurer or the fiscal agent will promptly advise the Trustee of such deficiency and the Trustee may submit an amended notice.

Pursuant to the Insurance Policy, the Insurer shall pay any Insured Payment that is a Preference Amount no later than 12:00 Noon New York City time on the later of (i) the date on which such Insured Payment is due pursuant to the Order requiring such payment and (ii) the fourth Business Day following receipt on a Business Day by the Insurer in Armonk, New York (or such other location specified in writing by the Insurer to the Trustee) of a notice for payment relating to such Insured Payment of (i) a certified copy of a final, non-appealable order requiring the return of such Preference Amount (an "Order"), (ii) a certificate of the Trustee that the Order has been entered and is not subject to any stay, (iii) an opinion of counsel reasonably satisfactory to the Insurer, and upon which the Insurer shall be entitled to rely, stating that such Order is final and is not subject to appeal, (iv) an assignment in such form as is reasonably required by the Insurer, irrevocably assigning to the Insurer all rights and claims of the Noteholders, if any, relating to or arising under the Notes against the Issuer or otherwise with respect to such Preference Amount, to the extent of such Preference Amount, (v) appropriate instruments to effect the appointment of the Insurer as agent for the Trustee and each Noteholder in any legal proceeding relating to such Preference Amount in a form reasonably satisfactory to the Insurer, and (vi) a notice for payment relating to such Preference Amount appropriately completed and executed by the Trustee. Such payments shall be disbursed to the Bankruptcy Trustee (or other Person, if applicable) named in the Order on behalf of the Noteholders and not to any Noteholder directly unless such Noteholder provides proof reasonably satisfactory to the Insurer that such Noteholder has returned such Preference Amount to such Bankruptcy Trustee (or other Person, if applicable), in which case such payment shall be disbursed to such Noteholder.

The term "Preference Amount" has the meaning assigned to that term in the Insurance Policy.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE ISSUER

Section 4.1 Representations and Warranties Regarding the Issuer. The Issuer hereby represents and warrants to the Trustee and the Collateral Agent on the date of execution of this Indenture as follows:

(a) Due Formation and Good Standing. The Issuer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and has full power, authority and legal right to own its properties and conduct its business as such properties are presently owned and such business is presently conducted, and to execute, deliver and perform its obligations under each of the Transaction Documents to which it is a party. The Issuer is duly qualified to do business and is in good standing as a foreign entity, and has obtained all necessary licenses and approvals, in each jurisdiction in which failure to qualify or to obtain such licenses and approvals would render any Pledged Loan unenforceable by the Issuer or would otherwise have a Material Adverse Effect.

(b) Due Authorization and No Conflict. The execution, delivery and performance by the Issuer of each of the Transaction Documents to which it is a party, and the consummation by the Issuer of each of the transactions contemplated hereby and thereby, including without limitation the acquisition of the Pledged Loans under the Term Purchase Agreement and the making of the Grants contemplated hereunder, have in all cases been duly authorized by the Issuer by all necessary action, do not contravene (i) the Issuer's certificate of formation or the LLC Agreement, (ii) any existing law, rule or regulation applicable to the Issuer, (iii) any contractual restriction contained in any material indenture, loan or credit agreement, lease, mortgage, deed of trust, security agreement, bond, note, or other material agreement or instrument binding on or affecting the Issuer or its property or (iv) any order, writ, judgment, award, injunction or decree binding on or affecting the Issuer or its property (except where such contravention would not have a Material Adverse Effect), and do not result in or require the creation of any Lien upon or with respect to any of its properties (except as provided in a Transaction Document); and no transaction contemplated hereby requires compliance with any bulk sales act or similar law. Each of the other Transaction Documents to which the Issuer is a party have been duly executed and delivered by the Issuer.

(c) Governmental and Other Consents. All approvals, authorizations, consents, or orders of any court or governmental agency or body required in connection with the execution and delivery by the Issuer of any of the Transaction Documents to which the Issuer is a party, the consummation by the Issuer of the transactions contemplated hereby or thereby, the performance by the Issuer of and the compliance by the Issuer with the terms hereof or thereof, have been obtained, except where the failure so to do would not have a Material Adverse Effect on the Issuer.

(d) Enforceability of Transaction Documents. Each of the Transaction Documents to which the Issuer is a party has been duly and validly executed and delivered by the Issuer and constitutes the legal, valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its respective terms, except as enforceability may be subject to or limited by any Debtor Relief Law or by general principles of equity (whether considered in a suit at law or in equity).

(e) No Litigation. There are no proceedings or investigations pending or, to the best knowledge of the Issuer, threatened, against the Issuer before any court, regulatory body, administrative agency, or other tribunal or governmental instrumentality (i) asserting the invalidity of this Indenture or any of the other Transaction Documents, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Indenture or any of the other Transaction Documents, (iii) seeking any determination or ruling that would adversely affect the performance by the Issuer of its obligations under this Indenture or any of the other Transaction Documents to which the Issuer is a party, (iv) seeking any determination or ruling that would adversely affect the validity or enforceability of this Indenture or any of the other Transaction Documents or (v) seeking any determination or ruling which would be reasonably likely to have a Material Adverse Effect on the Issuer.

(f) Use of Proceeds. All proceeds of the issuance of the Notes shall be used by the Issuer to acquire Loans from the Depositor under the Term Purchase Agreement, to pay costs

related to the issuance of the Notes, to pay principal and/or interest on any Notes or to otherwise fund costs and expenses permitted to be paid under the terms of the Transaction Documents.

(g) Governmental Regulations. The Issuer is not an "investment company" registered or required to be registered under the Investment Company Act of 1940, as amended.

(h) Margin Regulations. The Issuer is not engaged, principally or as one of its important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" (as each of the quoted terms is defined or used in any of Regulations T, U or X of the Board of Governors of the Federal Reserve System, as in effect on the date of execution hereof). No part of the proceeds of any of the Notes has been used for so purchasing or carrying margin stock or for any purpose which violates, or which would be inconsistent with, the provisions of any of Regulations T, U or X of the Board of Governors of the Federal Reserve System, as in effect on the date of execution hereof.

(i) Location of Issuer. The Issuer was formed on August 16, 2007 as a limited liability company under the laws of the State of Delaware and has at all times since such date remained as a limited liability company under the laws of the State of Delaware. From August 16, 2007 to the date of this Agreement, the Issuer's correct name has been and is Sierra Timeshare 2007-2 Receivables Funding, LLC.

(j) Lockbox Accounts. Except in the case of any Lockbox Account pursuant to which only collections in respect of loans subject to a PAC or Credit Card Account are deposited, the Issuer has filed or has caused to be filed a standing delivery order with the United States Postal Service authorizing each Lockbox Bank to receive mail delivered to the related Post Office Box. The account numbers of all Lockbox Accounts, together with the names, addresses, ABA numbers and names of contact persons of all the Lockbox Banks maintaining such Lockbox Accounts and the related Post Office Boxes, are specified in the exhibits to this Indenture. From and after the Closing Date, the Trustee shall hold all right and title to and interest in all of the monies, checks, instruments, depository transfers or automated clearing house electronic transfers and other items of payment and their proceeds and all monies and earnings, if any, thereon in the Lockbox Accounts. The Issuer has no other lockbox accounts for the collection of Scheduled Payments in respect of Pledged Loans except for the Lockbox Accounts.

(k) No Other Legal Names. The Issuer has not had any legal name other than the name set forth herein at any time since its formation.

(l) Subsidiaries. The Issuer has no Subsidiaries and does not own or hold, directly or indirectly, any capital stock or equity security of, or any equity interest in, any Person, other than Permitted Investments.

(m) Transaction Documents. The Term Purchase Agreement is the only agreement pursuant to which the Issuer purchases the Pledged Loans and the related Pledged Assets. The Issuer has furnished to the Trustee, the Insurer and the Collateral Agent, true, correct and complete copies of each Transaction Document to which the Issuer is a party, each of which is in full force and effect. Neither the Issuer nor any Affiliate thereof is in default of any of its

obligations thereunder in any material respect. The Issuer is the lawful owner of, and has good title to, each Pledged Loan and all related Pledged Assets, free and clear of any Liens (other than the Lien of this Indenture and any Permitted Encumbrances on the related Vacation Ownership Interests), or has a first-priority perfected security interest therein. All such Pledged Loans and other related Pledged Assets are purchased without recourse to the Depositor except as described in the Term Purchase Agreement. The purchase by the Issuer under the Term Purchase Agreement constitutes either a sale or a first-priority perfected security interest, enforceable against creditors of the Depositor.

(n) Business. Since its formation, the Issuer has conducted no business other than the execution, delivery and performance of the Transaction Documents contemplated hereby, the purchase of Loans thereunder, the issuance and payment of the Notes and such other activities as are incidental to the foregoing. The Issuer has incurred no Debt except that expressly incurred hereunder and under the other Transaction Documents.

(o) Ownership of the Issuer. One hundred percent (100%) of the outstanding equity interest in the Issuer is directly owned (both beneficially and of record) by the Depositor.

(p) Taxes. The Issuer has timely filed or caused to be timely filed all federal, state, and local and foreign tax returns which are required to be filed by it, and has paid or caused to be paid all taxes due and owing by it, other than any taxes or assessments, the validity of which are being contested in good faith by appropriate proceedings timely instituted and diligently pursued and with respect to which the Issuer has set aside adequate reserves on its books in accordance with GAAP and which proceedings have not given rise to any Lien.

(q) Tax Classification. Since its formation, for federal income tax purposes, the Issuer (i) has been classified as a disregarded entity or partnership and (ii) has not been classified as an association taxable as a corporation or a publicly traded partnership.

(r) Solvency. The Issuer (i) is not "insolvent" (as such term is defined in the Bankruptcy Code); (ii) is able to pay its debts as they become due; and (iii) does not have unreasonably small capital for the business in which it is engaged or for any business or transaction in which it is about to engage.

(s) ERISA. The Issuer has not established and does not maintain or contribute to any Benefit Plan that is covered by Title IV of ERISA.

(t) No Adverse Selection. No selection procedures materially adverse to the Noteholders, the Trustee or the Collateral Agent have been employed in selecting the Pledged Loans for inclusion in the Collateral on the Closing Date.

Section 4.2 Representations and Warranties Regarding the Loan Files. The Issuer represents and warrants to each of the Trustee, the Collateral Agent, the Servicer and the Noteholders as to each Pledged Loan that:

(a) Possession. On or immediately prior to the Closing Date the Custodian will have possession of each original Pledged Loan and the related Loan File, and will have acknowledged such receipt and its undertaking to hold such documents for purposes of perfection of the

Collateral Agent's interests in such original Pledged Loan and the related Loan File;provided, however, that the fact that any Loan Document not required to be in its respective Loan File under the terms of the respective Purchase Agreements is not in the possession of the Custodian in its respective Loan File does not constitute a breach of this representation; and provided that, possession of Loan Documents may be in the form of microfiche or other electronic copies of the Loan Documents to the extent provided in the Custodial Agreement.

(b) Marking Records. On or before the Closing Date, each of the Issuer and the Servicer shall have caused the portions of the computer files relating to the Pledged Loans Granted to the Collateral Agent on such date to be clearly and unambiguously marked to indicate that such Loans constitute part of the Collateral Granted by the Issuer in accordance with the terms of this Indenture.

The representations and warranties of the Issuer set forth in this Section 4.2 shall be deemed to be remade without further act by any Person on and as of each date of substitution with respect to each Loan Granted by the Issuer on and as of each such date. The representations and warranties set forth in this Section 4.2 shall survive any Grant of the respective Loans by the Issuer.

Section 4.3 Rights of Obligors and Release of Loan Files.

(a) Notwithstanding any other provision contained in this Indenture, including the Collateral Agent's, the Trustee's and the Noteholders' remedies pursuant hereto and pursuant to the Collateral Agency Agreement, the rights of any Obligor to any Vacation Ownership Interest subject to a Pledged Loan shall, so long as such Obligor is not in default thereunder, be superior to those of the Collateral Agent, the Trustee, the Insurer and the Noteholders, and none of the Collateral Agent, the Trustee, the Insurer or the Noteholders, so long as such Obligor is not in default thereunder, shall interfere with such Obligor's use and enjoyment of the Vacation Ownership Interest subject thereto.

(b) If pursuant to the terms of this Indenture, the Collateral Agent or the Trustee shall acquire through foreclosure the Issuer's interest in any portion of the Vacation Ownership Interest subject to a Pledged Loan, the Collateral Agent and the Trustee hereby specifically agree to release or cause to be released any Vacation Ownership Interest from any Lien hereunder upon completion of all payments and the performance of all the terms and conditions required to be made and performed by such Obligor under such Pledged Loan, and each of the Collateral Agent and the Trustee hereby consents to any such release by, or at the direction of, the Collateral Agent.

(c) At such time as an Obligor has paid in full the purchase price or the requisite percentage of the purchase price for deeding pursuant to a Pledged Loan and has otherwise fully discharged all of such Obligor's obligations and responsibilities required to be discharged as a condition to deeding, the Servicer shall notify the Trustee and the Collateral Agent by a certificate substantially in the form attached hereto as Exhibit B (which certificate shall include a statement to the effect that all amounts received in connection with such payment have been deposited in the Collection Account) of a Servicing Officer and shall request delivery to the Servicer from the Custodian of the related Loan Files. Upon receipt of such certificate and

request or at such earlier time as is required by applicable law, the Trustee and the Collateral Agent (a) shall be deemed, without the necessity of taking any action, to have approved release by the Custodian of the Loan Files to the Servicer (in all cases in accordance with the provisions of the Custodial Agreement), (b) shall be deemed to approve the release by the Nominee of the related deed of title, and any documents and records maintained in connection therewith, to the Obligor as provided in the Title Clearing Agreement, provided that title to the Vacation Ownership Interest has not already been deeded to the Obligor and/or (c) shall execute such documents and instruments of transfer and assignment and take such other action as is necessary to release its interest in the Vacation Ownership Interest subject to deeding (in the case of any Pledged Loan which has been paid in full). The Servicer shall cause each Loan File or any document therein so released which relates to a Pledged Loan for which the Obligor's obligations have not been fully discharged to be returned to the Custodian for the sole benefit of the Collateral Agent when the Servicer's need therefor no longer exists.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE ISSUER; ASSIGNMENT OF REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of the Issuer. The Issuer hereby represents and warrants to the Trustee, the Collateral Agent and the Noteholders on the Closing Date as follows:

(a) Payment of principal and interest on the Notes and the prompt observance and performance by the Issuer of all of the terms and provisions of this Indenture are secured by the Collateral. Upon the issuance of the Notes and at all times thereafter so long as any Notes are outstanding, this Indenture creates a valid and continuing security interest (as defined in the applicable UCC) in the Collateral in favor of the Collateral Agent for the benefit of the Trustee, acting on behalf of the Noteholders, the Insurer and the Swap Counterparty to secure amounts payable under the Notes which security interest is perfected and prior to all other Liens (other than any Permitted Encumbrances) and is enforceable as such against all creditors of and purchasers from the Issuer; and

(b) the Pledged Loans and the documents evidencing such Pledged Loans constitute either "accounts," "chattel paper," "instruments" or "general intangibles" within the meaning of the applicable UCC.

Section 5.2 Eligible Loans. The Issuer hereby represents and warrants to the Trustee and the Collateral Agent that each of the Pledged Loans is an Eligible Loan. For purposes of this Indenture, the term "Eligible Loan" means a Loan purchased by the Issuer under the Term Purchase Agreement which has the following characteristics as of the Cut-Off Date:

(a) the related Vacation Ownership Interest has been purchased by an Obligor, and with respect to a Vacation Ownership Interest which is a Fixed Week, a UDI, an Interval Interest or which constitutes Points (it being understood in the case of a Vacation Ownership Interest which constitutes Points, that references in this clause (a) to a Vacation Ownership Interest shall be deemed to be references to the related Fixed

Week or UDI deposited into FairShare Plus in exchange for such Points) (i) is not an interest in a Lot, (ii) except in the case of a Green Loan, a certificate of occupancy has been issued for the Resort related to such Vacation Ownership Interest, (iii) except in the case of a Green Loan, the unit related to the Vacation Ownership Interest is complete and ready for occupancy, is not in need of material maintenance or repair, except for ordinary, routine maintenance and repairs that are not substantial in nature or cost and contains no structural defects materially affecting its value, (iv) the Resort related to the Vacation Ownership Interest is not in need of maintenance or repair, except for ordinary, routine maintenance and repairs that are not substantial in nature or cost and contains no structural defects materially affecting its value, (v) there is no legal, judicial or administrative proceeding pending, or to the Issuer's knowledge threatened, for the total condemnation of the Resort related to the Vacation Ownership Interest or partial condemnation of any portion of the property related to the Vacation Ownership Interest that would have a material adverse effect on the value of the Vacation Ownership Interest, (vi) the Resort related to the Vacation Ownership Interest is not located outside of the United States and (vii) is subject to declarations, covenants and restrictions of record;

(b) in the case of a Pledged Loan that is an Installment Contract, with respect to which the Issuer has a valid ownership or security interest in an underlying Vacation Ownership Interest, subject only to Permitted Encumbrances, unless the criteria in paragraph (c) are satisfied;

(c) with respect to Loans which are WVRI Loans (i) if the related Vacation Ownership Interest has been deeded to the Obligor of the related Pledged Loan, then (A) the Issuer has a valid and enforceable first lien Mortgage on such Vacation Ownership Interest, except as such enforceability may be limited by Debtor Relief Laws and as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law, (B) such Mortgage and related mortgage note have been assigned to the Collateral Agent, (C) such Mortgage and the related note have been transferred to the custody of the Custodian in accordance with the provisions of Section 6(c)(i) of the applicable Purchase Agreement and (D) if any Mortgage relating to such Pledged Loan is a deed of trust, a trustee duly qualified under applicable law to serve as such has been properly designated in accordance with applicable law and currently so serves or (ii) if the related Vacation Ownership Interest has not been deeded to the Obligor of the related Pledged Loan, then a nominee has legal title to such Vacation Ownership Interest and the Issuer has an equitable interest in such Vacation Ownership Interest underlying the related Pledged Loan;

(d) that was issued in a transaction that complied, and is in compliance, in all material respects with all requirements of applicable federal, state and local law, including applicable laws relating to usury, truth-in-lending, property sales, consumer credit protection and disclosure, except, with respect only to California Business and Professions Code Section 11018.10, as in effect prior to its repeal as of July 1, 2005, and California Business and Professions Code Section 11226, which became effective as of

July 1, 2005, where such failure to comply would not have a Material Adverse Effect on the Sellers or a material adverse effect on the Pledged Loans;

(e) that requires the Obligor to pay the unpaid principal balance over an original term of not greater than 120 months;

(f) the Scheduled Payments on which are denominated and payable in United States dollars;

(g) is not a Defaulted Loan;

(h) the Scheduled Payments on which are not 30 days or more delinquent as of the Cut-Off Date;

(i) does not (i) finance the purchase of credit life insurance and (ii) finance, and was not originated in connection with, the WRDC "Explorer" program, unless such Loan has been converted to a Loan in connection with the WorldMark program;

(j) with respect to which the related Vacation Ownership Interest (i) if the Loan is a WVRI Loan (A) consists of a Fixed Week, a UDI or an Interval Interest and (B) if it consists of a Fixed Week, it has been converted or is convertible into a UDI or has become subject to FairShare Plus, which conversion or other modification does not or would not give rise to the extension of the maturity of any payments under such WVRI Loan or is a Shawnee Loan or was originated during the transition period after the acquisition of Shawnee Development, Inc. or (ii) if the Loan is a WRDC Loan, consists of Vacation Credits or a Fractional Interest;

(k) that, if it is a WVRI Loan (i) either (A) was transferred by WVRI to WCF pursuant to the Operating Agreement, (B) in the case of any Pledged Loan originated by an Originator (other than any Pledged Loan originated by WVRI or a Kona Loan), was transferred by such Originator to WVRI pursuant to the Operating Agreement or (C) in the case of a Kona Loan was transferred to WVRI under the terms of a July 2002 agreement or (ii) was purchased by WCF from WVRI Receivables Corporation pursuant to an Assignment of Contracts and Mortgages, dated as of August 29, 2002;

(l) (i) if it is a WVRI Loan, except with respect to Kona Loans or Shawnee Loans, it was originated by a WVRI Originator and has been consistently serviced by WCF, in each case in the ordinary course of its respective business and in accordance with Customary Practices and Credit Standards and Collection Policies, (ii) if it is a Kona Loan, it was originated by Kona Hawaiian Vacation Ownership, LLC and has since December 1, 2002 been consistently serviced by WCF, in each case, in the ordinary course of its respective business and in accordance with Customary Practices and Credit Standards and Collection Policies, (iii) if it is a Shawnee Loan, it was originated by Shawnee Development, Inc. and consistently serviced by WCF since March 13, 2006, or (iv) if it is a WRDC Loan, was originated by WRDC and has been consistently serviced by WCF or WRDC, in each case in the ordinary course of its business and in accordance with WCF's or WRDC's Customary Practices and Credit Standards and Collection Policies;

(m) has not been specifically reserved against by the Issuer or classified as uncollectible or charged off;

(n) arises from transactions in a jurisdiction in which (i) with respect to WVRI Loans, WVRI and each Subsidiary of WVRI (other than the Depositor, and other special purpose entities created to issue notes) that conducts business in such jurisdiction is duly qualified to do business, except where the failure to so qualify will not adversely affect or impair the legality, validity, binding effect and enforceability of such Pledged Loan and (ii) with respect to WRDC Loans, WRDC is duly qualified to do business, except where the failure to so qualify will not adversely affect or impair the legality, validity, binding effect and enforceability of such Pledged Loan;

(o) constitutes a legal, valid, binding and enforceable obligation of the related Obligor, except as such enforceability may be limited by Debtor Relief Laws and as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(p) is fully amortizing pursuant to a required schedule of substantially equal monthly payments of principal and interest;

(q) with respect to which, (i) the down payment has been made, (ii) neither statutory nor regulatively imposed rescission rights exist with respect to the related Obligor and (iii) no basis for such rights exists on the Cut-Off Date in the case of any Pledged Loan for which such rights are, at any time following the Cut-Off Date, granted or imposed;

(r) had an Equity Percentage of 10% or more at the time of the sale of the related Vacation Ownership Interest to the related Obligor (or, in the case of a Loan relating to a Timeshare Upgrade originated by WRDC, an Equity Percentage of 10% or more of the value of all Vacation Credits owned by the related Obligor);

(s) with respect to which at least one Scheduled Payment has been made by the Obligor;

(t) in the case of a Green Loan, (i) satisfies each of the eligibility criteria set forth in paragraphs (a) through (s) above other than any such criteria that cannot be satisfied due solely to (A) the related Green Vacation Ownership Interest being an interest in a unit at a Resort that is not yet complete and ready for occupancy; (B) the Issuer not having a valid ownership interest in the related Green Vacation Ownership Interest; or (C) the related Green Vacation Ownership Interest not having been deeded to the Obligor or legal title not being held by the Nominee; and (ii) the Resort related to the Green Vacation Ownership Interest has a scheduled completion date no more than six months following the Cut-Off Date;

(u) the billing address of the Obligor is located in the United States;provided, however that the billing addresses of not more than 5% of the Obligors (by Loan Balance) may be located outside the United States; and

(v) is not and is not subsequently deemed to have been a Defective Loan as defined in the Master Loan Purchase Agreement pursuant to which it was sold by the applicable Seller to the Depositor.

Section 5.3 Assignment of Representations and Warranties and Rights Under the Performance Guaranty. The Issuer hereby assigns to the Trustee and the Collateral Agent all of its rights relating to the Pledged Loans and related Pledged Assets under the Term Purchase Agreement including the rights assigned to the Issuer by the Depositor of the Depositor's rights to payment due from the related Seller for repurchases of Defective Loans (as such term is defined in the respective Purchase Agreements) resulting from the breach of representations and warranties under the respective Purchase Agreements. In addition, the Issuer hereby assigns to the Trustee and the Collateral Agent all of its rights under the Performance Guaranty including those rights the Issuer has as a named beneficiary of the Performance Guaranty and those rights it has acquired by assignment from the Depositor.

Section 5.4 Release of Defective Loans.

(a) Deposit of Release Price or Substitution of Qualified Substitute Loan. Subject to subsection (b) of this section, upon discovery by the Issuer or upon written notice from the Depositor or the Trustee that any Pledged Loan is a Defective Loan, the Issuer shall, within 90 days after the earlier of its discovery or receipt of notice thereof (i) if such Defective Loan constitutes a Defective Loan as defined in the Purchase Agreement pursuant to which the Depositor acquired such Defective Loan, direct the applicable Seller to perform its obligation under such Purchase Agreement to either (A) deposit the Release Price with the Trustee or (B) deliver to the Trustee one or more Qualified Substitute Loans in substitution for such Defective Loan and pay to the Trustee the Substitution Adjustment Amount, or (ii) if such Defective Loan does not constitute a Defective Loan as defined in the Purchase Agreement pursuant to which the Depositor acquired such Defective Loan, deposit the Release Price with the Trustee. If such Defective Loan constitutes a Defective Loan as defined in the Purchase Agreement pursuant to which the Depositor acquired such Defective Loan, then, notwithstanding any other provision of this Indenture, the Issuer shall have no obligation or liability with respect to such Defective Loan should the applicable Seller fail to perform its obligations under the Purchase Agreement with respect to such Defective Loan.

(b) Substitution. If under a Purchase Agreement, a Seller delivers a Qualified Substitute Loan for release of a Defective Loan, the Issuer shall execute a Supplemental Grant in substantially the form of Exhibit G hereto and deliver such Supplemental Grant to the Trustee and the Collateral Agent. Payments due with respect to Qualified Substitute Loans on or prior to the Calculation Date next preceding the date of substitution shall not be property of the Issuer, but, to the extent received by the Servicer, will be retained by the Servicer and remitted by the Servicer to the Seller on the next succeeding Payment Date. Payments due and other amounts received with respect to the Qualified Substitute Loans after the Calculation Date next preceding the date of substitution shall be property of the Issuer. Scheduled Payments due on a Defective Loan on or prior to the Calculation Date next preceding the date of substitution shall be property of the Issuer, and after such Calculation Date next preceding the date of substitution the Seller shall be entitled to receive and retain all Scheduled Payments due thereafter and other amounts received in respect of such Defective Loan. The Issuer shall cause the Servicer to deliver a

schedule of any Defective Loans so removed and Qualified Substitute Loans so substituted to the Trustee and such schedule shall be an amendment to the Loan Schedule. Upon such substitution, the Qualified Substitute Loan or Qualified Substitute Loans shall be subject to the terms of this Indenture in all respects, the Issuer shall be deemed to have made the representations, and warranties with respect to each Qualified Substitute Loan set forth in Section 5.1 and 5.2 of this Indenture, in each case as of the date of substitution, and the Issuer shall be deemed to have made a representation and warranty that each Loan so substituted is a Qualified Substitute Loan as of the date of substitution. The provisions of Section 5.4(a) shall apply to any Qualified Substitute Loan as to which the Issuer has breached the Issuer's representations and warranties in Section 5.1 and 5.2 to the same extent as for any other Pledged Loan. In connection with the substitution of one or more Qualified Substitute Loans for one or more Defective Loans, the Servicer shall determine the Substitution Adjustment Amount. If such Defective Loan constitutes a Defective Loan as defined in the Purchase Agreement pursuant to which the Depositor acquired such Defective Loan, the Issuer shall direct the applicable Seller to perform its obligation under such Purchase Agreement to pay to the Trustee the Substitution Adjustment Amount in immediately available funds. Such Substitution Adjustment Amount shall be paid to the Trustee and treated as if it were a portion of the Release Price for the Defective Loan and included in Available Funds as such. If such Defective Loan constitutes a Defective Loan as defined in the Purchase Agreement pursuant to which the Depositor acquired such Defective Loan, then, notwithstanding any other provision of this Indenture, the Issuer shall have no obligation or liability to pay the Substitution Adjustment Amount with respect to such Defective Loan should the applicable Seller fail to perform its obligation under the Purchase Agreement to pay such Substitution Adjustment Amount to the Trustee.

(c) Release of Defective Loan. If a Seller repurchases a Pledged Loan as a Defective Loan or provides a Qualified Substitute Loan and the related Substitution Adjustment Amount, if any, for a Defective Loan, then the Issuer shall automatically and without further action sell, transfer, assign, set over and otherwise convey to such Seller, without recourse, representation or warranty, all of the Issuer's right, title and interest in and to the related Defective Loan, the related Vacation Ownership Interest, the Loan File relating thereto and any other related Pledged Assets, all monies due or to become due with respect thereto and all Collections with respect thereto (including payments received from Obligors after the Calculation Date next preceding the date of transfer, subject to the payment of any Substitution Adjustment Amount). The Issuer shall execute such documents, releases and instruments of transfer or assignment and take such other actions as shall reasonably be requested by the applicable Seller to effect the conveyance of such Defective Loan, the related Vacation Ownership Interest, the related Loan File and any other related Pledged Assets pursuant to this Section 5.4(c).

Promptly after the repurchase of Defective Loans in respect of which the Release Price has been paid or a Qualified Substitute Loan has been provided, on such date, the Issuer shall direct the Servicer to delete such Defective Loans from the Loan Schedule.

The obligations of the Issuer set forth in Section 5.4(a) shall constitute the sole remedy against the Issuer with respect to any breach of the representations and warranties set forth in Section 5.2 available hereunder to the Trustee, the Collateral Agent or the Insurer.

ARTICLE VI

ADDITIONAL COVENANTS OF ISSUER

Section 6.1 Affirmative Covenants. The Issuer shall:

(a) Compliance with Laws, Etc. Comply in all material respects with all applicable laws, rules, regulations and orders with respect to it, its business and properties, and all Pledged Loans and Transaction Documents to which it is a party (including without limitation the laws, rules and regulations of each state governing the sale of timeshare contracts).

(b) Preservation of Existence. Preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its organization, and qualify and remain qualified in good standing as a foreign entity, and maintain all necessary licenses and approvals, in each jurisdiction in which it does business, except where the failure to preserve and maintain such existence, rights, franchises, privileges, qualifications, licenses and approvals would not have a Material Adverse Effect.

(c) Adequate Capitalization. Ensure that at all times it is adequately capitalized to engage in the transactions contemplated by this Indenture.

(d) Keeping of Records and Books of Account. Cause the Servicer to maintain and implement administrative and operating procedures (including without limitation an ability to recreate records evidencing the Pledged Loans in the event of the destruction or loss of the originals thereof) and keep and maintain, all documents, books, records and other information reasonably necessary or advisable for the collection of all Pledged Loans (including without limitation records adequate to permit the daily identification of all Collections with respect to, and adjustments of amounts payable under, each Pledged Loan).

(e) Performance and Compliance with Loans. At its expense, timely and fully perform and comply in all material respects with all material provisions, covenants and other promises required to be observed by it under the Pledged Loans and other Pledged Assets.

(f) Credit Standards and Collection Policies. Comply in all material respects with the Credit Standards and Collection Policies and Customary Practices in regard to each Pledged Loan and the related Pledged Assets.

(g) Collections. (1) Instruct or cause all Obligors to be instructed to either:

(A) send all Collections directly to a Post Office Box for credit to a Lockbox Account or directly to a Lockbox Account, or

(B) in the alternative, make Scheduled Payments by way of pre-authorized debits from a deposit account of such Obligor pursuant to a PAC or from a credit card of such Obligor pursuant to a Credit Card Account from which Scheduled Payments shall be electronically transferred directly to a Lockbox Account immediately upon each such debit (provided that, for the avoidance of doubt, each Obligor may at any

time cease to pay its Scheduled Payments directly to a Post Office Box or a Lockbox Account or pursuant to a PAC or Credit Card Account, so long as the Servicer promptly instructs such Obligor to commence one of the two alternative methods of funds transfer provided for in either of sub-clauses (A) or (B) of this clause (1)).

(2) In the case of funds transfers pursuant to a PAC or Credit Card Account, take, or cause each of the Servicer, a Lockbox Bank and/or the Trustee to take, all necessary and appropriate action to ensure that each such pre-authorized debit is credited directly to a Lockbox Account.

(3) If the Issuer shall receive any Collections or other proceeds of the Collateral, hold such Collections in trust for the benefit of the Trustee, the Noteholders, the Insurer and the Swap Counterparty and deposit such Collections into a Lockbox Account or the Collection Account within two Business Days following the Issuer's receipt thereof.

(h) Compliance with ERISA. Comply in all material respects with the provisions of ERISA, the Code, and all other applicable laws and the regulations and interpretations thereunder.

(i) Perfected Security Interest. Take such action with respect to each Pledged Loan as is necessary to ensure that the Collateral Agent maintains on behalf of the Trustee, a first priority perfected security interest in such Pledged Loan and the Pledged Assets relating thereto and all other Collateral, in each case free and clear of any Liens (other than the Lien created by this Indenture and in the case of any Vacation Ownership Interests, any Permitted Encumbrance).

(j) No Release. Not take any action and shall use its best efforts not to permit any action to be taken by others that would release any Person from any of such Person's material covenants or material obligations under any document, instrument or agreement included in the Collateral, or which would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such document, instrument or agreement except as expressly provided in this Indenture or such other instrument or document.

(k) Insurance and Condemnation.

(i) The Issuer shall do or cause to be done all things that it may accomplish with a reasonable amount of cost or effort to cause each of the POAs for each Resort to (A) maintain one or more policies of "all-risk" property and general liability insurance with financially sound and reputable insurers, providing coverage in scope and amount which (x) satisfies the requirements of the declarations (or any similar charter document) governing the POA for the maintenance of such insurance policies and (y) is at least consistent with the scope and amount of such insurance coverage obtained by prudent POAs and/or management of other similar developments in the same jurisdiction; and (B) apply the proceeds of any such insurance policies in the manner specified in the relevant declarations (or any similar charter document) governing the POA and/or any similar charter documents of such POA. For the avoidance of

doubt, the parties hereto acknowledge that the ultimate discretion and control relating to the maintenance of any such insurance policies is vested in the POAs in accordance with the respective declaration (or any similar charter document) relating to each Vacation Ownership Interest Regime. If any POA fails to maintain the insurance described in clause (A) of this subsection (k), the Issuer shall, to the extent it has knowledge of such failure, promptly give notice of such failure to each Rating Agency.

(ii) The Issuer shall remit to the Collection Account the portion of any proceeds received by the Issuer pursuant to a condemnation of property in any Resort to the extent that such proceeds relate to any of the Vacation Ownership Interests.

(l) Custodian.

(i) On or before the Closing Date, the Issuer shall deliver or cause to be delivered directly to the Custodian for the benefit of the Collateral Agent pursuant to the Custodial Agreement the Loan File for each Pledged Loan. Such Loan File may be provided in microfiche or other electronic form to the extent permitted under the Custodial Agreement. The Issuer shall cause the Custodian to hold, maintain and keep custody of the Loan Files for the benefit of the Collateral Agent in a secure fire retardant location at an office of the Custodian, which location shall be reasonably acceptable to the Collateral Agent and the Trustee.

(ii) The Issuer shall cause the Custodian at all times to maintain control of the Loan Files for the benefit of the Collateral Agent on behalf of the Trustee in each case pursuant to the Custodial Agreement. Each of the Issuer and the Servicer may access the Loan Files at the Custodian's storage facility only for the purposes and upon the terms and conditions set forth herein and in the Custodial Agreement. Each of the Issuer and the Servicer may only remove documents from the Loan File for collection services and other routine servicing requirements from such facility in accordance with the terms of the Custodial Agreement, all as set forth and pursuant to the "Bailment Agreement" (as defined in and attached as an exhibit to the Custodial Agreement).

(iii) The Issuer shall at all times comply in all material respects with the terms of its obligations under the Custodial Agreement and shall not enter into any modification, amendment or supplement of or to, and shall not terminate, the Custodial Agreement, without the Collateral Agent's and Trustee's prior written consent.

(m) Separate Identity. Take all actions required to maintain the Issuer's status as a separate legal entity. Without limiting the foregoing, the Issuer shall:

(i) Maintain in full effect its existence, rights and franchises as a limited liability company under the laws of the state of its formation and will obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Indenture and the other Transaction Documents to which the Issuer is a party and each other instrument or agreement necessary or appropriate to proper administration hereof and permit and effectuate the transactions contemplated hereby.

(ii) Except as provided herein, maintain its own deposit, securities and other account or accounts with financial institutions, separate from those of any Affiliate of the Issuer. The funds of the Issuer will not be diverted to any other Person or for other than the use of the Issuer, and, except as may be expressly permitted by this Indenture or any other Transaction Document to which the Issuer is a party, the funds of the Issuer shall not be commingled with those of any other Person.

(iii) Ensure that, to the extent that it shares the same officers or other employees as any of its members, managers or other Affiliates, the salaries of and the expenses related to providing benefits to such officers and other employees shall be fairly allocated among such entities, and each such entity shall bear its fair share of the salary and benefit costs associated with all such common officers and employees.

(iv) Ensure that, to the extent that it jointly contracts with any of its stockholders, members or managers or other Affiliates to do business with vendors or service providers or to share overhead expenses, the costs incurred in so doing shall be allocated fairly among such entities, and each such entity shall bear its fair share of such costs. To the extent that the Issuer contracts or does business with vendors or service providers where the goods and services provided are partially for the benefit of any other Person, the costs incurred in so doing shall be fairly allocated to or among such entities for whose benefit the goods and services are provided, and each such entity shall bear its fair share of such costs.

(v) Ensure that all material transactions between the Issuer and any of its Affiliates shall be only on an arm's-length basis and shall not be on terms more favorable to either party than the terms that would be found in a similar transaction involving unrelated third parties. All such transactions shall receive the approval of the Issuer's board of directors including at least one Independent Director.

(vi) Maintain a principal executive and administrative office through which its business is conducted and a telephone number separate from those of its members, managers and other Affiliates. To the extent that the Issuer and any of its members, managers or other Affiliates have offices in contiguous space, there shall be fair and appropriate allocation of overhead costs (including rent) among them, and each such entity shall bear its fair share of such expenses.

(vii) Conduct its affairs strictly in accordance with its certificate of formation and limited liability company agreement and observe all necessary, appropriate and customary formalities, including, but not limited to, holding all regular and special meetings of the board of directors appropriate to authorize all actions of the Issuer, keeping separate and accurate minutes of such meetings, passing all resolutions or consents necessary to authorize actions taken or to be taken, and maintaining accurate and separate books, records and accounts, including, but not limited to, intercompany transaction accounts. Regular meetings of the board of directors shall be held at least annually.

(viii) Ensure that its board of directors shall at all times include at least one Independent Director (for purposes hereof, "Independent Director" shall mean any member of the board of directors of the Issuer that is not and has not at any time been (x) an officer, agent, advisor, consultant, attorney, accountant, employee or shareholder of any Affiliate of the Issuer which is not a special purpose entity, (y) a director of any Affiliate of the Issuer other than an independent director of any Affiliate which is a special purpose entity or (z) a member of the immediate family of any of the foregoing).

(ix) Ensure that decisions with respect to its business and daily operations shall be independently made by the Issuer (although the officer making any particular decision may also be an officer or director of an Affiliate of the Issuer) and shall not be dictated by an Affiliate of the Issuer.

(x) Act solely in its own company name and through its own authorized members, managers, officers and agents, and no Affiliate of the Issuer shall be appointed to act as agent of the Issuer. The Issuer shall at all times use its own stationery and business forms and describe itself as a separate legal entity.

(xi) Except as contemplated by the Transaction Documents, ensure that no Affiliate of the Issuer shall loan money to the Issuer, and no Affiliate of the Issuer will otherwise guaranty debts of the Issuer.

(xii) Other than organizational expenses and as contemplated by the Transaction Documents, pay all expenses, indebtedness and other obligations incurred by it using its own funds.

(xiii) Except as provided herein and in any other Transaction Document, not enter into any guaranty, or otherwise become liable, with respect to or hold its assets or creditworthiness out as being available for the payment of any obligation of any Affiliate of the Issuer nor shall the Issuer make any loans to any Person.

(xiv) Ensure that any financial reports required of the Issuer shall comply with GAAP and shall be issued separately from, but may be consolidated with, any reports prepared for any of its Affiliates so long as such consolidated reports contain footnotes describing the effect of the transactions between the Issuer and such Affiliate and also state that the assets of the Issuer are not available to pay creditors of the Affiliate.

(xv) Ensure that at all times it is adequately capitalized to engage in the transactions contemplated in its certificate of formation and its limited liability company agreement.

(xvi) Take all actions on its part as are necessary to comply with each assumption contained in the true sale and substantive consolidation opinions given as of the date hereof.

(n) Computer Files. Mark or cause to be marked each Pledged Loan in its computer files as described in Section 4.2(b).

(o) Taxes. File or cause to be filed, and cause each of its Affiliates with whom it shares consolidated tax liability to file, all federal, state, and foreign local tax returns which are required to be filed by it, except where the failure to file such returns could not reasonably be expected to have a Material Adverse Effect. The Issuer shall pay or cause to be paid all taxes due and owing by it, other than any taxes or assessments, the validity of which are being contested in good faith by appropriate proceedings and with respect to which the Issuer or the applicable Affiliate shall have set aside adequate reserves on its books in accordance with GAAP, and which proceedings could not reasonably be expected to have a Material Adverse Effect.

(p) Tax Classification. For as long as the Notes are outstanding, the Issuer shall not take any action, or fail to take any action, that would cause the Issuer to not remain classified, for federal income tax purposes, as a disregarded entity or a partnership that is not classified as a publicly traded partnership.

(q) Transaction Documents. Comply in all material respects with the terms of, employ the procedures outlined in and enforce the obligations of the Depositor under the Term Purchase Agreement and of the parties to each of the other Transaction Documents to which the Issuer is a party, and take all such action as may reasonably be required to maintain all such Transaction Documents to which the Issuer is a party in full force and effect.

(r) Loan Schedule. At least once each calendar month, electronically provide to the Trustee an amendment to the Loan Schedule, or cause the Servicer to electronically provide an amendment to the Loan Schedule, listing the Pledged Loans released from the Collateral and adding to the Loan Schedule any Qualified Substitute Loans and amending the Loan Schedule to reflect terms or discrepancies in such schedule that become known to the Issuer since the filing of the original Loan Schedule or since the most recent amendment thereto.

(s) Segregation of Collections. (a) Prevent the deposit into any Account of any funds other than Collections or other funds to be deposited into such Accounts under this Indenture or the other Transaction Documents (provided that, this covenant shall not be breached to the extent that funds are inadvertently deposited into any of such Accounts and are promptly segregated and removed from the Account); and

(b) With respect to each Lockbox Account either (i) prevent the deposit into such account of any funds other than Collections in respect of Pledged Loans or (ii) enter into an intercreditor agreement with other entities which have an interest in the amounts in the Lockbox Account to allocate the Collections with respect to the Pledged Loans to the Issuer and transfer such amounts to the Trustee for deposit into the appropriate Collection Account; (provided that, the covenant in clause (i) of this paragraph (b) shall not be breached to the extent that funds not constituting Collections in respect of the Pledged Loans are inadvertently deposited into such Lockbox Account and are promptly segregated and remitted to the owner thereof).

(t) Filings; Further Assurances. (i) On or prior to the Closing Date, the Issuer shall have caused at its sole expense the Financing Statements, assignments and amendments thereof

necessary to perfect the security interest in the Collateral to be filed or recorded in the appropriate offices.

(ii) The Issuer shall, at its sole expense, from time to time authorize, prepare, execute and deliver, or authorize and cause to be prepared, executed and delivered, all such Financing Statements, continuation statements, amendments, instruments of further assurance and other instruments, in such forms, and shall take such other actions, as shall be required by the Servicer, the Insurer or the Trustee or as the Servicer, the Insurer or the Trustee otherwise deems reasonably necessary or advisable to perfect the Lien created in the Collateral. The Servicer agrees, at its sole expense, to cooperate with the Issuer in taking any such action (whether at the request of the Issuer or the Trustee). Without limiting the foregoing, the Issuer shall from time to time, at its sole expense, authorize, execute, file, deliver and record all such supplements and amendments hereto and all such Financing Statements, amendments thereto, continuation statements, instruments of further assurance, or other statements, specific assignments or other instruments or documents and take any other action that is reasonably necessary to, or that any of the Servicer, the Issuer or the Trustee deems reasonably necessary or advisable to: (i) Grant more effectively all or any portion of the Collateral; (ii) maintain or preserve the Lien Granted hereunder (and the priority thereof) or carry out more effectively the purposes hereof; (iii) perfect, maintain the perfection of, publish notice of, or protect the validity of any Grant made pursuant to this Indenture; (iv) enforce any of the Pledged Loans or any of the other Pledged Assets (including without limitation by cooperating with the Trustee, at the expense of the Issuer, in filing and recording such Financing Statements against such Obligors as the Servicer or the Trustee shall deem necessary or advisable from time to time); (v) preserve and defend title to any Pledged Loans or all or any other part of the Pledged Assets, and the rights of the Trustee in such Pledged Loans or other related Pledged Assets, against the claims of all Persons and parties; or (vi) pay any and all taxes levied or assessed upon all or any part of any Collateral.

(iii) The Issuer shall, on or prior to the date of Grant of any Pledged Loans hereunder, deliver or cause to be delivered all original copies of the Pledged Loan (other than in the case of any Pledged Loans not required under the terms of the relevant Purchase Agreement to be in the relevant Loan File), together with the related Loan File, to the Custodian, in suitable form for transfer by delivery, or accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Trustee. Such "original copies" may be provided in microfiche or other electronic form to the extent permitted under the Custodial Agreement. In the event that the Issuer receives any other instrument or any writing which, in either event, evidences a Pledged Loan or other Pledged Assets, the Issuer shall deliver such instrument or writing to the Custodian to be held as collateral in which the Collateral Agent has a security interest for the benefit of the Trustee within two Business Days after the Issuer's receipt thereof, in suitable form for transfer by delivery, or accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Trustee.

(iv) The Issuer hereby authorizes the Trustee, and gives the Collateral Agent its irrevocable power of attorney (which authorization is coupled with an interest and is

irrevocable), in the name of the Issuer or otherwise, to execute, deliver, file and record any Financing Statement, continuation statement, amendment, specific assignment or other writing or paper and to take any other action that the Trustee at the direction of the Control Party, may deem necessary or appropriate to further perfect the Lien created hereby. Any expenses incurred by the Trustee or the Collateral Agent pursuant to the exercise of its rights under this Section 6.1 shall be for the sole account and responsibility of the Issuer and payable under Section 3.1 to the Trustee.

(u) Management of Resorts. The Issuer hereby covenants and agrees that it will with respect to each Resort cause the Originator with respect to that Resort (to the extent that such Originator is otherwise responsible for maintaining such Resort) to do or cause to be done all things which it may accomplish with a reasonable amount of cost or effort, in order to maintain each such Resort (including without limitation all grounds, waters and improvements thereon) in at least as good condition, repair and working order as would be customary for prudent managers of similar timeshare properties.

Section 6.2 Negative Covenants of the Issuer. So long as any of the Notes are outstanding, the Issuer shall not:

(a) Sales, Liens, Etc., Against Receivables and Related Security. Except for the releases contemplated under Sections 5.4, 14.4, 14.5, 14.6 and 14.7 of this Indenture, sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist, any Lien (other than the Lien created by this Indenture or, with respect to Vacation Ownership Interests relating to Pledged Loans, any Permitted Encumbrances thereon) upon or with respect to, any Pledged Loan or any other Pledged Assets, or any interests in either thereof, or upon or with respect to any Collateral hereunder. The Issuer shall immediately notify the Trustee, the Insurer and the Collateral Agent of the existence of any Lien on any Pledged Loan or any other Pledged Assets, and the Issuer shall defend the right, title and interest of each of the Issuer, the Insurer and the Collateral Agent, Trustee and Noteholders in, to and under the Pledged Loans and all other Pledged Assets, against all claims of third parties.

(b) Extension or Amendment of Loan Terms. Extend (other than as a result of a Timeshare Upgrade or in accordance with Customary Practices), amend, waive or otherwise modify the terms of any Pledged Loan or permit the rescission or cancellation of any Pledged Loan, whether for any reason relating to a negative change in the related Obligor's creditworthiness or inability to make any payment under the Pledged Loan or otherwise.

(c) Change in Business or Credit Standard and Collection Policies (i) Make any change in the character of its business or (ii) make any change in the Credit Standards and Collection Policies or (iii) deviate from the exercise of Customary Practices, which change or deviation would, in any such case, materially impair the value or collectibility of any Pledged Loan.

(d) Change in Payment Instructions to Obligors Add or terminate any bank as a Lockbox Bank from those listed in Schedule 2 hereto or make any change in the instructions to Obligors regarding payments to be made to any Lockbox Account at a Lockbox Bank, unless the Trustee shall have received (i) 30 days' prior notice of such addition, termination or change;

(ii) written confirmation from the Issuer that after the effectiveness of any such termination, there shall be at least one (1) Lockbox Account in existence; and (iii) prior to the effective date of such addition, termination or change, (x) executed copies of Lockbox Agreements executed by each new Lockbox Bank, the Issuer, the Trustee and the Servicer and (y) copies of all agreements and documents signed by either the Issuer or the respective Lockbox Bank with respect to any new Lockbox Account.

(e) Stock, Merger, Consolidation, Etc. Consolidate with or merge into or with any other Person, or purchase or otherwise acquire all or substantially all of the assets or capital stock, or other ownership interest of, any Person or sell, transfer, lease or otherwise dispose of all or substantially all of its assets to any Person, except as expressly permitted under the terms of this Indenture.

(f) No Change in Control. At any time fail to be a wholly owned direct or indirect subsidiary of the Performance Guarantor and a wholly owned direct or indirect subsidiary of WCF.

(g) ERISA Matters. Establish or maintain or contribute to any Benefit Plan that is covered by Title IV of ERISA.

(h) Terminate or Reject Loans. Without limiting anything in subsection 6.2(b), terminate or reject any Pledged Loan prior to the end of the term of such Loan, whether such rejection or early termination is made pursuant to an equitable cause, statute, regulation, judicial proceeding or other applicable law, unless prior to such termination or rejection, such Pledged Loan and any related Pledged Assets have been released from the Lien created by this Indenture.

(i) Debt. Create, incur, assume or suffer to exist any Debt except as contemplated by the Transaction Documents.

(j) Guarantees. Guarantee, endorse or otherwise be or become contingently liable (including by agreement to maintain balance sheet tests) in connection with the obligations of any other Person, except endorsements of negotiable instruments for collection in the ordinary course of business and reimbursement or indemnification obligations as provided for under this Indenture or as contemplated by the Transaction Documents.

(k) Limitation on Transactions with Affiliates. Enter into, or be a party to any transaction with any Affiliate, except for:

(i) the transactions contemplated hereby and by the other Transaction Documents; and

(ii) to the extent not otherwise prohibited under this Indenture, other transactions upon fair and reasonable terms materially no less favorable to the Issuer than would be obtained in a comparable arm's-length transaction with a Person not an Affiliate.

(l) Lines of Business. Conduct any business other than that described in the LLC Agreement, or enter into any transaction with any Person which is not contemplated by or

incidental to the performance of its obligations under the Transaction Documents to which it is a party.

(m) Limitation on Investments. Make or suffer to exist any loans or advances to, or extend any credit to, or make any investments (by way of transfer of property, contributions to capital, purchase of stock or securities or evidences of indebtedness, acquisition of the business or assets or otherwise) in, any Affiliate or any other Person except for (i) Permitted Investments and (ii) the purchase of Loans pursuant to the terms of the Term Purchase Agreement.

(n) Insolvency Proceedings. Seek dissolution or liquidation in whole or in part of the Issuer.

(o) Distributions to Member. Make any distribution to its Member except as provided in the LLC Agreement.

(p) Place of Business; Change of Name. Change (x) its type or jurisdiction of organization from that listed in Section 4.1(a) or (y) its name, unless in any such event the Issuer shall have given the Trustee, the Collateral Agent and the Insurer and the Swap Counterparty at least ten (10) days prior written notice thereof and shall take all action necessary or reasonably requested by the Trustee, the Insurer or the Collateral Agent to amend its existing Financing Statements and file additional Financing Statements in all applicable jurisdictions necessary or advisable to maintain the perfection of the Lien of the Collateral Agent under this Indenture.

ARTICLE VII

SERVICING OF PLEDGED LOANS

Section 7.1 Responsibility for Loan Administration. The Servicer shall manage, administer, service and make collections on the Pledged Loans on behalf of the Trustee and Issuer. Without limiting the generality of the foregoing, but subject to all other provisions hereof, the Trustee and the Issuer grant to the Servicer a limited power of attorney to execute and the Servicer is hereby authorized and empowered to so execute and deliver, on behalf of itself, the Issuer and the Trustee or any of them, any and all instruments of satisfaction or cancellation or of partial or full release or discharge and all other comparable instruments with respect to the Pledged Loans, any related Mortgages and the related Vacation Ownership Interests, but only to the extent deemed necessary by the Servicer.

Each of the Trustee, the Issuer and the Collateral Agent, at the request of a Servicing Officer, shall furnish the Servicer with any documents in its possession reasonably requested or take any action reasonably requested, necessary or appropriate to enable the Servicer to carry out its servicing and administrative duties hereunder (subject, in the case of requests for documents contained in any Loan Files, to the requirements of Section 6.1(l)).

WCF is hereby appointed as the Servicer until such time as any Service Transfer shall be effected under Article XII.

Section 7.2 Standard of Care. In managing, administering, servicing and making collections on the Pledged Loans pursuant to this Indenture, the Servicer will exercise that

degree of skill and care consistent with Customary Practices and the Credit Standards and Collection Policies.

Section 7.3 Records. The Servicer shall, during the period it is Servicer hereunder, maintain such books of account, computer data files and other records as will enable the Trustee to determine the status of each Pledged Loan and will enable such Loan to be serviced in accordance with the terms of this Indenture by a Successor Servicer following a Service Transfer.

Section 7.4 Loan Schedule. The Servicer shall at all times maintain the Loan Schedule and electronically provide to the Trustee, the Issuer, the Insurer, the Collateral Agent and the Custodian a current, complete copy of the Loan Schedule. The Loan Schedule may be in one or multiple documents including the original listing and monthly amendments listing changes.

Section 7.5 Enforcement.

(a) The Servicer will, consistent with Section 7.2, act with respect to the Pledged Loans in such manner as will maximize the receipt of Collections in respect of such Pledged Loans (including, to the extent necessary, instituting foreclosure proceedings against the Vacation Ownership Interest, if any, underlying a Pledged Loan or disposing of the underlying Vacation Ownership Interest, if any). The Servicer will diligently monitor the integration of the collection functions of WCF and WRDC and to the extent the Servicer detects any deterioration in collections or any increase in delinquencies or defaults or other factors which indicate or might indicate any deterioration in collections, the Servicer will use its best efforts to determine the source of the problem and will use its best efforts to remedy such problem.

(b) The Servicer may sue to enforce or collect upon Pledged Loans, in its own name, if possible, or as agent for the Issuer. If the Servicer elects to commence a legal proceeding to enforce a Pledged Loan, the act of commencement shall be deemed to be an automatic assignment of the Pledged Loan to the Servicer for purposes of collection only. If, however, in any enforcement suit or legal proceeding it is held that the Servicer may not enforce a Pledged Loan on the grounds that it is not a real party in interest or a holder entitled to enforce the Pledged Loan, the Trustee on behalf of the Issuer shall, at the Servicer's expense, take such steps as the Servicer and the Trustee may mutually agree are necessary (such agreement not to be unreasonably withheld) to enforce the Pledged Loan, including bringing suit in its name or the name of the Issuer. The Servicer shall provide to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred thereby.

(c) The Servicer, upon notice to the Trustee, may grant to the Obligor on any Pledged Loan any rebate, refund or adjustment out of the appropriate Collection Account that the Servicer in good faith believes is required as a matter of law; provided that, on any Business Day on which such rebate, refund or adjustment is to be paid hereunder, such rebate, refund or adjustment shall only be paid to the extent of funds otherwise available for distribution from the Collection Account.

(d) The Servicer will not extend, amend, waive or otherwise modify the terms of any Pledged Loan or permit the rescission or cancellation of any Pledged Loan, whether for any reason relating to a negative change in the related Obligor's creditworthiness or inability to make any payment under the Pledged Loan or otherwise, other than in accordance with Customary Practices.

(e) The Servicer shall have discretion to sell the collateral which secures any Defaulted Loans free and clear of the Lien of this Indenture, in exchange for cash, in accordance with Customary Practices and Credit Standards and Collection Policies. All proceeds of any such sale of such collateral shall be deposited by the Servicer into the Collection Account.

(f) The Servicer shall not sell any Defaulted Loan or any collateral securing a Defaulted Loan to any Seller or Originator except for an amount at least equal to the fair market value thereof.

(g) Notwithstanding any other provision of this Indenture, the Servicer shall have no obligation to, and shall not, foreclose on the collateral securing any Pledged Loan unless the proceeds from such foreclosure will be sufficient to cover the expenses of such foreclosure. Notwithstanding any other provision of this Indenture, proceeds from the foreclosure by the Servicer on the collateral securing any Pledged Loans shall first be applied by the Servicer to reimburse itself for the expenses of such foreclosure, and any remaining proceeds shall be deposited into the Collection Account.

Section 7.6 Trustee and Collateral Agent to Cooperate. Upon request of a Servicing Officer, the Trustee and the Collateral Agent shall perform such other acts as are reasonably requested by the Servicer (including without limitation the execution of documents) and otherwise cooperate with the Servicer in enforcement of the Trustee's rights and remedies with respect to Pledged Loans.

Section 7.7 Other Matters Relating to the Servicer. The Servicer is hereby authorized and empowered to:

(a) advise the Trustee in connection with the amount of withdrawals from Accounts in accordance with the provisions of this Indenture;

(b) execute and deliver, on behalf of the Issuer, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments, with respect to the Pledged Loans and, after the delinquency of any Pledged Loan and to the extent permitted under and in compliance with applicable law and regulations, to commence enforcement proceedings with respect to such Pledged Loan including without limitation the exercise of rights under any power-of-attorney granted in any Pledged Loan; and

(c) make any filings, reports, notices, applications, registrations with, and to seek any consents or authorizations from the Securities and Exchange Commission and any state securities authority on behalf of the Issuer as may be necessary or advisable to comply with any federal or state securities or reporting requirements laws.

Prior to the occurrence of an Event of Default hereunder, the Trustee agrees that it shall promptly follow the instructions of the Servicer duly given to withdraw funds from the Accounts.

Section 7.8 Servicing Compensation. As compensation for its servicing activities hereunder the Servicer shall be entitled to receive the Monthly Servicer Fee.

Section 7.9 Costs and Expenses. The costs and expenses incurred by the Servicer in carrying out its duties hereunder, including without limitation the fees and expenses incurred in connection with the enforcement of Pledged Loans, shall be paid by the Servicer and the Servicer shall be entitled to reimbursement hereunder from the Issuer as provided in Section 3.1 and Section 7.5(g). Failure by the Servicer to receive reimbursement shall not relieve the Servicer of its obligations under this Indenture.

Section 7.10 Representations and Warranties of the Servicer. The Servicer hereby represents and warrants to the Trustee, the Collateral Agent and the Noteholders as of the date of this Indenture:

(a) Organization and Good Standing. The Servicer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power, authority, and legal right to own its property and conduct its business as such properties are presently owned and such business is presently conducted, and to execute, deliver and perform its obligations under this Indenture. The Servicer is duly qualified to do business and is in good standing as a foreign corporation, and has obtained all necessary licenses and approvals in each jurisdiction necessary for the enforcement of each Pledged Loan or in which failure to qualify or to obtain such licenses and approvals would have a Material Adverse Effect on the Noteholders.

(b) Due Authorization. The execution and delivery by the Servicer of each of the Transaction Documents to which it is a party, and the consummation by the Servicer of the transactions contemplated hereby and thereby have been duly authorized by the Servicer by all necessary corporate action on the part of the Servicer.

(c) Binding Obligations. Each of the Transaction Documents to which Servicer is a party constitutes a legal, valid and binding obligation of the Servicer enforceable against the Servicer in accordance with its terms, except as such enforceability may be subject to or limited by applicable Debtor Relief Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

(d) No Conflict; No Violation. The execution and delivery by the Servicer of each of the Transaction Documents to which the Servicer is a party, and the performance by the Servicer of the transactions contemplated by such agreements and the fulfillment by the Servicer of the terms hereof and thereof applicable to the Servicer, will not conflict with, violate, result in any breach of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under any provision of any existing law or regulation or any order or decree of any court applicable to the Servicer or its certificate of incorporation or bylaws or any material indenture, contract, agreement, mortgage, deed of trust or other material instrument, to which the

Servicer is a party or by which it is bound, except where such conflict, violation, breach or default would not have a Material Adverse Effect.

(e) No Proceedings. There are no proceedings or investigations pending or, to the knowledge of the Servicer threatened, against the Servicer, before any court, regulatory body, administrative agency, or other tribunal or governmental instrumentality (i) asserting the invalidity of this Indenture or any of the other Transaction Documents, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Indenture or any of the other Transaction Documents, (iii) seeking any determination or ruling that, in the reasonable judgment of the Servicer, would adversely affect the performance by the Servicer of its obligations under this Indenture or any of the other Transaction Documents, (iv) seeking any determination or ruling that would adversely affect the validity or enforceability of this Indenture or any of the other Transaction Documents or (v) seeking any determination or ruling that would have a Material Adverse Effect.

(f) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or any governmental body or official required in connection with the execution and delivery by the Servicer of this Indenture or of the other Transaction Documents to which it is a party or the performance by the Servicer of the transactions contemplated hereby and thereby and the fulfillment by the Servicer of the terms hereof and thereof, have been obtained, except where the failure so to do would not have a Material Adverse Effect.

Section 7.11 Additional Covenants of the Servicer. The Servicer further agrees as provided in this Section 7.11.

(a) Change in Payment Instructions to Obligors. The Servicer will not add or terminate any bank as a Lockbox Bank from those listed in Schedule 2 to this Indenture or make any change in the instructions to Obligors regarding payments to be made to any Lockbox Bank, unless the Trustee shall have received (i) 30 Business Days' prior notice of such addition, termination or change and (ii) prior to the effective date of such addition, termination or change, (x) fully executed copies of the new or revised Lockbox Agreements executed by each new Lockbox Bank, the Issuer, the Trustee and the Servicer and (y) copies of all agreements and documents signed by either the Issuer or the respective Lockbox Bank with respect to any new Lockbox Account.

(b) Collections. If the Servicer receives any Collections, the Servicer shall hold such Collections in trust for the benefit of the Trustee and deposit such Collections into a Lockbox Account or the Collection Account as soon as practicable but in any event within two Business Days following the Servicer's receipt thereof.

(c) Compliance with Requirements of Law. The Servicer will maintain in effect all qualifications required under all relevant laws, rules, regulations and orders in order to service each Pledged Loan, and shall comply in all material respects with all applicable laws, rules, regulations and orders with respect to it, its business and properties, and the servicing of the Pledged Loans (including without limitation the laws, rules and regulations of each state governing the sale of timeshare contracts).

(d) Protection of Rights. The Servicer will take no action that would impair in any material respect the rights of any of the Collateral Agent or the Trustee in the Pledged Loans or any other Collateral, or violate the Collateral Agency Agreement.

(e) Credit Standards and Collection Policies. The Servicer will comply in all material respects with the Credit Standards and Collection Policies and Customary Practices with respect to each Pledged Loan.

(f) Notice to Obligors. The Servicer will ensure that the Obligor of each Pledged Loan either:

(1) has been instructed, pursuant to the Servicer's routine distribution of a periodic statement to such Obligor next succeeding:

(A) the date the Loan becomes a Pledged Loan, or

(B) the day on which a PAC ceased to apply to such Pledged Loan, in the case of a Pledged Loan formerly subject to a PAC,

but in no event later than the then next succeeding due date for a Scheduled Payment under the related Pledged Loan, to remit Scheduled Payments thereunder to a Post Office Box for credit to a Lockbox Account, or directly to a Lockbox Account, in each case maintained at a Lockbox Bank pursuant to the terms of a Lockbox Agreement, or

(2) has entered into a PAC, pursuant to which a deposit account of such Obligor is made subject to a pre-authorized debit in respect of Scheduled Payments as they become due and payable, and the Servicer has taken, and has caused each of the Lockbox Bank and/or the Trustee to take, all necessary and appropriate action to ensure that each such pre-authorized debit is credited directly to a Lockbox Account.

(g) Relocation of Servicer. The Servicer shall at all times maintain each office from which it services Pledged Loans within the United States of America.

(h) Instruments. The Servicer will not remove any portion of the Pledged Loans or other collateral that consists of money or is evidenced by an instrument, certificate or other writing (including any Pledged Loan) from the jurisdiction in which it is then held unless the Trustee has first received an Opinion of Counsel to the effect that the Lien created by this Indenture with respect to such property will continue to be maintained after giving effect to such action or actions; provided, however, that the Custodian, the Collateral Agent and the Servicer may remove Loans from such jurisdiction to the extent necessary to satisfy any requirement of law or court order, in all cases in accordance with the provisions of the Custodial Agreement, the Collateral Agency Agreement and this Indenture.

(i) Loan Schedule. The Servicer will promptly amend the Loan Schedule to reflect terms or discrepancies that become known to the Servicer at any time.

(j) Segregation of Collections. The Servicer will:

(i) prevent the deposit into any Account of any funds other than Collections or other funds to be deposited into such Account under this Indenture (provided that, this covenant shall not be breached to the extent that funds are inadvertently deposited into any of such Accounts and are promptly segregated and removed from the Account); and

(ii) with respect to each Lockbox Account either (a) prevent the deposit into such account of any funds other than Collections in respect of Pledged Loans or (b) enter into an intercreditor agreement with other entities which have an interest in the amounts in such Lockbox Account to allocate the Collections with respect to Pledged Loans to the Issuer and transfer such amounts to the Trustee for deposit into the appropriate Collection Account (provided that, the covenant in clause (a) of this paragraph (ii) shall not be breached to the extent funds not constituting Collections in respect of Pledged Loans are inadvertently deposited into such Lockbox Account and are promptly segregated and remitted to the owner thereof).

(k) Terminate or Reject Loans. Except to the extent necessary to address defects in the sales process or in cases of exceptional hardship of the Obligor, and without limiting anything in subsection 6.2(b), the Servicer will not terminate any Pledged Loan prior to the end of the term of such Loan, whether such early termination is made pursuant to an equitable cause, statute, regulation, judicial proceeding or other applicable law, unless prior to such termination, the Issuer consents and any related Pledged Assets have been released from the Lien of this Indenture.

(l) Change in Business or Credit Standards and Collection Policies. The Servicer will not make any change in the Credit Standards and Collection Policies or deviate from the exercise of Customary Practices, which change or deviation would materially impair the value or collectibility of any Pledged Loan.

(m) Keeping of Records and Books of Account. The Servicer shall maintain and implement administrative and operating procedures (including without limitation an ability to recreate records evidencing the Pledged Loans in the event of the destruction or loss of the originals thereof) and keep and maintain, all documents, books, records and other information reasonably necessary or advisable for the collection of all Pledged Loans (including without limitation records adequate to permit the daily identification of all Collections with respect to, and adjustments of amounts payable under, each Pledged Loan).

(n) Recordation of Collateral Assignments. The Servicer will cause the collateral Assignment of Mortgage to the Collateral Agent to be perfected as provided in the WVRI Master Loan Purchase Agreement, except that the Servicer shall not be required to file or cause the filing of such collateral Assignment of Mortgage to the extent the related Vacation Ownership Interest is located in the State of Florida and the Servicer shall have received an Opinion of Counsel to the effect that no recordings or filings of the Assignment of Mortgage are necessary under the laws of the State of Florida to perfect the security interest of the Collateral Agent in the Mortgages incumbering Florida Vacation Ownership Interests. If the Servicer is unable to obtain the opinion described in the preceding sentence, then the Servicer will take or cause to be taken

such action as is required to record the Assignment of Mortgage with respect to the Vacation Ownership Interests located in the State of Florida.

(o) Maintenance of Security Interest. Upon its receipt on or before March 31 of each year, commencing in 2008, of a copy of the opinion described in Section 2.02(g) of the Insurance Agreement as in effect on the date hereof, the Servicer shall review the opinion and, to the extent any such opinion describes the recording, filing, re-recording or refiling of any document or the filing of any financing statements, continuation statements, or amendments that, in the opinion of such counsel, are required to maintain the lien and security interest created by this Indenture, then the Servicer, at the expense of the Issuer, shall cooperate with the Issuer in taking such actions within the time limits described in such opinion.

(p) Credit Standards and Collection Policies. The Servicer will make a diligent effort to deliver to the Insurer a copy of each material amendment or material modification of the Credit Standards and Collection Policies promptly upon the effectiveness of any such amendment or modification provided that any inadvertent failure to deliver any such amendment or modification will not be deemed a default under this Agreement.

Section 7.12 Servicer not to Resign.

The entity then serving as Servicer shall not resign from the obligations and duties hereby imposed on it hereunder except upon determination that (i) the performance of its duties hereunder is no longer permissible under applicable law, (ii) there is no reasonable action which can be taken to make the performance of its duties hereunder permissible under applicable law and (iii) a Successor Servicer shall have been appointed and accepted the duties as Servicer pursuant to Section 12.2. Any such determination permitting the resignation of the Servicer pursuant to clause (i) of the preceding sentence shall be evidenced by an Opinion of Counsel to such effect delivered to the Trustee and the Insurer. No such resignation shall be effective until a Successor Servicer shall have assumed the responsibilities and obligations of the Servicer in accordance with Section 12.2.

Section 7.13 Merger or Consolidation of, or Assumption of the Obligations of Servicer.

The Servicer shall not consolidate with or merge into any other corporation or convey or transfer its properties and assets substantially as an entirety to any Person unless:

(i) the corporation formed by such consolidation or into which the Servicer is merged or the Person which acquires by conveyance or transfer the properties and assets of the Servicer substantially as an entirety shall be a corporation organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and, if the Servicer is not the surviving entity, shall expressly assume by an agreement supplemental hereto, executed and delivered to the Trustee in form satisfactory to the Trustee, the performance of every covenant and obligation of the Servicer hereunder;

(ii) the Servicer has delivered to the Trustee and the Insurer an Officer's Certificate and an Opinion of Counsel each stating that such consolidation, merger, conveyance or transfer and such supplemental agreement comply with this Section 7.13, and all conditions precedent provided for herein relating to such transaction have been satisfied;

(iii) the Insurer has consented and the Rating Agency Condition has been satisfied with respect to such consolidation, amendment, merger, conveyance or transfer; and

(iv) immediately prior to and after the consummation of such merger, consolidation, conveyance or transfer, no event which, with notice or passage of time or both, would become a Servicer Default under the terms of this Indenture shall have occurred and be continuing.

Section 7.14 Examination of Records. Each of the Issuer and the Servicer shall clearly and unambiguously identify each Pledged Loan in its respective computer or other records to reflect that such Pledged Loan has been Granted to the Collateral Agent pursuant to this Indenture. Each of the Issuer and the Servicer shall, prior to the sale or transfer to a third party of any Loan similar to the Pledged Loans held in its custody, examine its computer and other records to determine that such Loan is not a Pledged Loan.

Section 7.15 Delegation of Duties. In the ordinary course of business, the Servicer, including any Successor Servicer, may at any time delegate any duties hereunder to any Person who agrees to conduct such duties in accordance with the terms of this Indenture. Any such delegations shall not constitute a resignation within the meaning of Section 7.12 of this Indenture. Notwithstanding anything to the contrary contained herein, or in any agreement relating to such delegations, the Servicer shall remain obligated and liable to the Trustee, the Issuer, the Collateral Agent, the Insurer and the Noteholders for the servicing and administration of the Pledged Loans in accordance with the provisions of this Indenture to the same extent and under the same terms and conditions as if it alone were servicing and administering the Pledged Loans.

Section 7.16 Servicer Advances. On or before each Determination Date the Servicer may deposit into the Collection Account an amount equal to the aggregate amount of Servicer Advances, if any, with respect to Scheduled Payments on Pledged Loans (which are not Defaulted Loans) for the preceding Due Period which are not received on or prior to such Payment Date. Such Servicer Advances shall be included as Available Funds. None of the Servicer, any Successor Servicer or the Trustee, acting as Servicer, shall have any obligation to make any Servicer Advance and may refuse to make a Servicer Advance for any reason or no reason. The Servicer shall not make any Servicer Advance that, after reasonable inquiry and in its sole discretion, it determines is unlikely to be ultimately recoverable from subsequent payments or collections or otherwise with respect to the Pledged Loan with respect to which such Servicer Advance is proposed to be made.

Section 7.17 Delivery of Monthly Files. The Servicer shall on or before the Determination Date in each calendar month deliver to the Collateral Agent an electronic file containing with respect to each Pledged Loan the loan number, the principal balance of the loan and the next payment due date for such loan.

ARTICLE VIII

REPORTS

Section 8.1 Monthly Servicing Report. On or before the Determination Date prior to each Payment Date, the Servicer shall deliver to the Trustee, the Issuer, the Insurer, Fitch and S&P a Monthly Servicing Report in a form substantially like that attached as Exhibit D to this Indenture with such additions as the Trustee may from time to time request and containing information necessary to make payments and transfer funds as provided in Sections 3.1 and 3.4 of this Indenture. The Servicer shall deliver each such Monthly Servicing Report to the Trustee on or before 3:00 p.m. New York City time on the Determination Date. Each Monthly Servicing Report shall be accompanied by a certificate of a Servicing Officer substantially in the form of Exhibit D certifying the accuracy of such report and that no Event of Default or event that with the giving of notice or lapse of time or both would become an Event of Default has occurred, or if such event has occurred and is continuing, specifying the event and its status. Such certificate shall state whether or not a Rapid Amortization Event, Cash Accumulation Event or Servicer Default has occurred and shall also identify which, if any, Pledged Loans have been identified as Defective Loans or have become Defaulted Loans during the preceding Due Period and if a Cash Accumulation Event has occurred.

Section 8.2 Other Data. In addition, the Servicer shall at the reasonable request of the Trustee, the Issuer, the Insurer or a Rating Agency, furnish to the Trustee, the Issuer, the Insurer or such Rating Agency such underlying data as can be generated by the Servicer's existing data processing system without undue modification or expense; provided, however, nothing in this Section 8.2 shall permit any of the Trustee, the Issuer, the Insurer or any Rating Agency to materially change or modify the ongoing data reporting requirements under this Article VIII.

Section 8.3 Annual Servicer's Certificate. The Servicer will deliver to the Issuer, the Trustee, the Insurer and each Rating Agency within forty-five (45) days after the end of each fiscal year, beginning with the fiscal year ending December 31, 2007, an Officer's Certificate substantially in the form of Exhibit E stating that (a) a review of the activities of the Servicer during the preceding calendar year (or, in the case of the first such Officer's Certificate, the period since the Closing Date) and of its performance under this Indenture during such period was made under the supervision of the officer signing such certificate and (b) to the Servicer's knowledge, based on such review, the Servicer has fully performed all of its obligations under this Indenture for the relevant time period, or, if there has been a default in the performance of any such obligation, specifying each such default known to such officer and the nature and status thereof.

Section 8.4 Notices to WCF. In the event that WCF is not acting as Servicer, any Successor Servicer appointed and acting pursuant to Section 12.2 shall deliver or make available to WCF each certificate and report required to be prepared, forwarded or delivered thereafter pursuant to the provisions of this Article VIII.

Section 8.5 Tax Reporting. The Trustee shall file or cause to be filed with the Internal Revenue Service and furnish or cause to be furnished to Noteholders Information Reporting Forms 1099, together with such other information reports or returns at the time or times and in the manner required by the Code consistent with the treatment of the Notes as indebtedness of the Issuer for federal income tax purposes.

ARTICLE IX

LOCKBOX ACCOUNTS

Section 9.1 Lockbox Accounts. The Issuer has established or has caused to be established and shall maintain or cause to be maintained a system of operations, accounts and instructions with respect to the Obligors and Lockbox Accounts at the Lockbox Banks as described in Sections 4.1(j) and 6.1. Pursuant to the Lockbox Agreement to which it is party, each Lockbox Bank shall be irrevocably instructed to initiate an electronic transfer of all funds on deposit in the relevant Lockbox Account or to the extent the Lockbox Account is operated under an intercreditor agreement all funds in the Lockbox Account that are derived from Pledged Loans, to the Collection Account on the Business Day on which such funds become available. Prior to the occurrence of an Event of Default, the Trustee shall be authorized to allow the Servicer to effect or direct deposits into the Lockbox Accounts. The Trustee is hereby irrevocably authorized and empowered, as the Issuer's attorney-in-fact, to endorse any item deposited in a Lockbox Account, or presented for deposit in any Lockbox Account or the Collection Account, requiring the endorsement of the Issuer, which authorization is coupled with an interest and is irrevocable.

All funds in each Lockbox Account shall be transferred daily by or upon the order of the Trustee by electronic funds transfer or intra-bank transfer to the Collection Account.

ARTICLE X

INDEMNITIES

Section 10.1 Liabilities to Obligors. No obligation or liability to any Obligor under any of the Pledged Loans is intended to be assumed by the Trustee, the Insurer or the Noteholders under or as a result of this Indenture and the transactions contemplated hereby and, to the maximum extent permitted by law, the Trustee, the Insurer and the Noteholders expressly disclaim any such obligation and liability.

Section 10.2 Tax Indemnification. The Issuer agrees to pay, and to indemnify, defend and hold harmless the Trustee, any Successor Servicer, the Noteholders, the Insurer and the Swap Counterparty from, any taxes which may at any time be asserted with respect to, and as of the date of, the Grant of the Pledged Loans to the Collateral Agent for the benefit of the Trustee, any Successor Servicer, the Noteholders, the Insurer and the Swap Counterparty, including without limitation any sales, gross receipts, general corporation, personal property, privilege or license taxes (but not including any federal, state or other income or intangible asset taxes arising out of the issuance of the Notes or distributions with respect thereto, other than any such intangible asset taxes in respect of a jurisdiction in which the indemnified person is not otherwise subject to tax on its intangible assets) and costs, expenses and reasonable counsel fees in defending against the same.

Section 10.3 Servicer's Indemnities. Each entity serving as Servicer shall defend and indemnify the Issuer and the Trustee against any and all costs, expenses, losses, damages, claims and liabilities, including reasonable fees and expenses of counsel and expenses of litigation, in

respect of any action taken, or failure to take any action by such entity as Servicer (but not by any predecessor or successor Servicer) with respect to this Indenture or any Pledged Loan; provided, however, such indemnity shall apply only in respect of any negligent action taken, or negligent failure to take any action, or reckless disregard of duties hereunder, or bad faith or willful misconduct by the Servicer. This indemnity shall survive any Service Transfer (but a Servicer's obligations under this Section 10.3 shall not relate to any actions of any Successor Servicer after a Service Transfer) and any payment of the amount owing hereunder or any release by the Issuer of any such Pledged Loan.

Section 10.4 Operation of Indemnities. Indemnification under this Article X shall include without limitation reasonable fees and expenses of counsel and expenses of litigation. If the Servicer has made any indemnity payments to the Trustee, the Noteholders, the Swap Counterparty or the Issuer pursuant to this Article X and if either the Trustee, the Noteholders, the Swap Counterparty or the Issuer thereafter collect any of such amounts from others, the Trustee, the Noteholders, the Swap Counterparty or the Issuer will promptly repay such amounts collected to the Servicer without interest.

ARTICLE XI

EVENTS OF DEFAULT

Section 11.1 Events of Default. If any one of the following events shall occur:

(a) Available Funds together with the Reserve Account Draw Amount are not sufficient to pay in full interest due on the Notes on any Payment Date (without regard to amounts paid pursuant to the Insurance Policy);

(b) Available Funds together with the Reserve Account Draw Amount on the Scheduled Final Maturity Date are not sufficient to reduce the Aggregate Principal Amount of the Notes to zero;

(c) a default in the observance or performance of any material covenant or agreement of the Issuer made with respect to itself or the Servicer made with respect to itself in this Indenture (other than a covenant or agreement, a default in the observance or performance of which is elsewhere in this Section 11.1 specifically dealt with) or in the Insurance Agreement, or any representation or warranty of the Issuer made as to itself or the Servicer made with respect to itself in this Indenture or in the Insurance Agreement, or in any certificate or other writing delivered pursuant hereto or thereto, or in connection herewith or therewith, proving to have been incorrect in any material respect as of the time when the same shall have been made, and such default shall continue or not be cured, or the circumstance or condition in respect of which such representation or warranty was incorrect shall not have been eliminated or otherwise cured, for a period of thirty (30) days after the earlier of actual knowledge or the receipt of written notice sent by registered or certified mail, return receipt requested, to the Issuer, if the Issuer is in default, or to the Servicer, if the Servicer is in default, by the Trustee or to the Issuer and the Servicer, as applicable, and the Trustee by (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders,

specifying such default or incorrect representation or warranty and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(d) (1) the Issuer shall consent to the appointment of a conservator, receiver or liquidator in any insolvency, adjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Issuer or to all or substantially all of its property, as the case may be; (2) a decree or order of a court, agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, adjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Issuer and such decree or order shall have remained in force undischarged or unstayed for a period of 60 days; or (3) the Issuer shall become insolvent or admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors or voluntarily suspend payment of its obligations;

(e) the Issuer shall become or come under the control of an "investment company" subject to registration under the Investment Company Act; or

(f) failure on the part of WCF or WRDC, if any, to (i) repurchase any Defective Loan or provide a Qualified Substitute Loan if required to do so under the terms of the applicable Purchase Agreement or (ii) maintain the perfection and first priority status of the security interest granted to the Depositor upon the sale of the Pledged Loans and such failure continues for a period of thirty (30) days after actual knowledge of such failure or the receipt of written notice sent by registered or certified mail, return receipt requested, to the Issuer, and to WCF or WRDC, as applicable, by the Trustee or to the Issuer and WCF or WRDC, as applicable, and the Trustee by (a) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders, specifying such failure and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

THEN,

(i) with respect to the event described in subparagraph (d), an Event of Default shall automatically occur as of the date of such event;

(ii) with respect to an event described in subparagraphs (a), (b), (c), (e) or (f), an Event of Default shall occur upon the occurrence of the event, the passage of the applicable grace period, if any, and the declaration that such event shall constitute an Event of Default which declaration shall be made by the Trustee or (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders.

If an Event of Default has occurred under subparagraphs (a), (b), (c), (e) or (f) it shall continue unless waived in writing (A) by the Insurer if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, by the Majority Holders.

Promptly after the automatic occurrence of an Event of Default, and, in any event, within two Business Days thereafter, the Trustee shall notify the Insurer, each Noteholder and each

Rating Agency of the occurrence thereof to the extent a Responsible Officer of the Trustee has actual knowledge thereof based upon receipt of written information or other communication.

Section 11.2 Acceleration of Maturity; Rescission and Annulment.

(a) If any Event of Default occurs under subparagraph (d) of Section 11.1, the principal of each Class of Notes, together with accrued and unpaid interest thereon, will automatically be accelerated and become immediately due and payable. If any other Event of Default occurs, (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders may accelerate the Notes by declaring the principal of each Class of Notes, together with accrued and unpaid interest thereon to be immediately due and payable, by a notice in writing to the Issuer, the Trustee, the Insurer and the Swap Counterparty and upon any such declaration such principal and interest shall become immediately due and payable.

(b) At any time after such an acceleration or declaration of acceleration of the Notes has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as provided in this Indenture, such acceleration may be rescinded by (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders by written notice to the Issuer, the Trustee and the Swap Counterparty. No such rescission shall affect any subsequent Event of Default or impair any right consequent thereon.

(c) If an Event of Default has occurred and the Notes have been accelerated, payments will continue to be made in accordance with the Priority of Payment unless a Rapid Amortization Event has also occurred, in which case payments will be made as provided in Section 3.1 upon the occurrence of a Rapid Amortization Event; provided, however, if the Trustee has sold the Collateral under this Indenture, then payments shall be made as provided in Section 11.7.

Section 11.3 Collection of Indebtedness and Suits for Enforcement by Trustee. The Issuer covenants that if the Notes are accelerated following the occurrence of an Event of Default, and such acceleration has not been rescinded and annulled, the Issuer shall, upon demand of the Trustee, pay to it, for the benefit of the Noteholders, the Insurer and the Swap Counterparty the whole amount then due and payable on the Notes for principal and interest, with interest upon the overdue principal and upon overdue installments of interest, as determined for each Class, any amounts due to the Insurer and any amounts due to the Swap Counterparty, to the extent that payment of such interest shall be legally enforceable; and, in addition thereto, such further amount as shall be sufficient to cover the reasonable costs and expenses of collection, including the compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; provided, however, the amount due under this Section 11.3 shall not exceed the aggregate proceeds from the sale of the relevant Collateral and amounts otherwise held by the Issuer and available for such purpose.

Until such demand is made by the Trustee, the Issuer shall pay the principal of and interest on the Notes to the Trustee for the benefit of the registered Holders to be applied as provided in this Indenture, whether or not the Notes are overdue.

If the Issuer fails to pay such amounts forthwith upon such demand, then the Trustee for the benefit of the Noteholders, the Insurer and the Swap Counterparty and as trustee of an express trust, may, with the prior written consent of or shall at the direction of (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders, institute suits in equity, actions at law or other legal, judicial or administrative proceedings (each, a "Proceeding") for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer and collect the monies adjudged or decreed to be payable in the manner provided by law out of the Collateral wherever situated. In the event a Proceeding shall involve the liquidation of Collateral, the Trustee shall pay all costs and expenses for such Proceeding and shall be reimbursed for such costs and expenses from the resulting liquidation proceeds. In the event that the Trustee determines that liquidation proceeds will not be sufficient to fully reimburse the Trustee, the Trustee shall receive indemnity satisfactory to it against such costs and expenses from the Noteholders (which indemnity may include, at the Trustee's option, consent by each Noteholder authorizing the Trustee to be reimbursed from amounts available in the Collection Account) or if the Trustee is acting at the direction of the Insurer, from the Insurer in which case an unsecured indemnity from the Insurer shall be sufficient.

If an Event of Default occurs and is continuing, the Trustee may, with the prior written consent of or shall at the direction of (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders, proceed to protect and enforce its rights and the rights of the Noteholders and the Insurer hereunder and under the Notes, by such appropriate Proceedings as are necessary to effectuate, protect and enforce any such rights, whether for the specific enforcement of any covenant, agreement, obligation or indemnity in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

Section 11.4 Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other Proceeding relative to the Issuer or the property of the Issuer or its creditors, the Trustee (irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise) shall be entitled and empowered, by intervention in such Proceeding or otherwise,

(a) to file a proof of claim for the whole amount of principal and interest owing and unpaid in respect of the Notes and all amounts owing under the Insurance Agreement and to file such other papers or documents and take such actions as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel), the Insurer and the Noteholders allowed in such Proceeding, and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same to the Noteholders and the Insurer;

and any receiver, assignee, trustee, liquidator or sequestrator (or other similar official) in any such Proceeding is hereby authorized by each Noteholder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the

Noteholders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due to the Trustee under Article XIII.

Nothing contained herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Noteholder or the Insurer any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or the Insurer, or to authorize the Trustee to vote in respect of the claim of any Noteholder or the Insurer in any such Proceeding.

Section 11.5 Remedies.

(a) If an Event of Default shall have occurred and be continuing, the Trustee and the Collateral Agent (upon direction by the Trustee) may, with the prior written consent of, or shall at the direction of (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders, do one or more of the following (subject to Section 11.6):

(1) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Notes or under this Indenture, whether by declaration or otherwise, enforce any judgment obtained, and collect from the Collateral monies adjudged due;

(2) obtain possession of the Pledged Loans in accordance with the terms of the Custodial Agreement and sell the Collateral or any portion thereof or rights or interests therein, at one or more public or private sales called and conducted in any manner permitted by law and in accordance with Section 11.13;

(3) institute Proceedings in its own name and as trustee of an express trust from time to time for the complete or partial foreclosure of this Indenture with respect to the Collateral;

(4) exercise any remedies of a secured party under the UCC with respect to the Collateral (including any Accounts), take any other appropriate action to protect and enforce the rights and remedies of the Trustee, the Insurer or the Holders under this Agreement and each other agreement contemplated hereby (including retaining the Collateral pursuant to Section 11.6 and applying distributions from the Collateral pursuant to Section 11.7); and

(5) exercise any rights or remedies under this Agreement, the Performance Guaranty or any other Transaction Document;

provided, however, that neither the Trustee nor the Collateral Agent may sell or otherwise liquidate the Collateral which constitutes Pledged Loans and Pledged Assets following an Event of Default other than an Event of Default described in this Agreement resulting from an Insolvency Event, unless either (i) (A) the Insurer, if no Insurer Default has occurred and is continuing, or (B) during the continuation of an Insurer Default, the Holders of 100% of the Aggregate Principal Amount of the Notes then outstanding, consents thereto, (ii) the proceeds of

such sale or liquidation are sufficient to discharge in full the amounts then due and unpaid upon the Notes for principal and Accrued Interest and the fees and all other amounts required to be paid pursuant to Section 11.7 or (iii) (A) the Control Party directs and the Trustee, only if the Insurer is not the Control Party, determines that the Collateral will not continue to provide sufficient funds for the payment of principal of, and interest on, the Notes as they would have become due if such Notes would not have been declared due and payable. If an Event of Default has occurred and is continuing and (A) the Insurer, if no Insurer Default has occurred and is continuing, or (B) during the continuation of an Insurer Default, the Holders of 100% of the Aggregate Principal Amount of the Notes then outstanding directs the Trustee to sell or otherwise liquidate the Collateral, the Trustee will dispose of the Collateral as directed.

For purposes of clause (ii) or clause (iii) of the preceding paragraph and Section 11.6, the Trustee may, but need not, obtain and rely upon an opinion of an independent accountant or an independent investment banking firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the distributions and other amounts receivable with respect to the Collateral to make the required payments of principal of and interest on the Notes, and any such opinion shall be conclusive evidence as to such feasibility or sufficiency. The Issuer shall bear the reasonable costs and expenses of any such opinion.

For purposes of this Section 11.5, the Trustee agrees to take all actions requested or directed by (A) the Insurer, if no Insurer Default has occurred and is continuing, or (B) during the continuation of an Insurer Default, the Holders of 100% of the Aggregate Principal Amount of the Notes then outstanding as provided for in this Section 11.5.

(b) In addition to the remedies provided in Section 11.5(a), the Trustee may with the consent of and shall at the direction of (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders institute a Proceeding in its own name and as trustee of an express trust solely to compel performance of a covenant, agreement, obligation or indemnity or to cure the representation or warranty or statement, the breach of which gave rise to the Event of Default; and the Trustee shall enforce any equitable decree or order arising from such Proceeding.

Section 11.6 Optional Preservation of Collateral. If the Notes have been accelerated following an Event of Default and such acceleration and its consequences have not been rescinded and annulled, to the extent permitted by law, the Trustee at the request of the Control Party shall retain the Collateral securing the Notes intact for the benefit of the Holders of the Notes, the Insurer and the Swap Counterparty and in such event it shall deposit all funds received with respect to the Collateral into the Collection Account and apply such funds in accordance with the payment priorities set forth in this Indenture, as if there had not been such an acceleration. So long as the Trustee retains the Collateral, the Trustee shall continue to apply all distributions received on such Collateral in accordance with this Agreement.

Section 11.7 Application of Monies Collected During Event of Default. If the Notes have been accelerated following an Event of Default and such acceleration and its consequences have not been rescinded and annulled, and the Trustee has sold the Collateral, the proceeds collected by the Trustee pursuant to this Article XI or otherwise with respect to such Notes shall be applied as provided below:

FIRST, to the Trustee in payment of the Monthly Trustee Fees and in reimbursement of permitted expenses of the Trustee under each of the Transaction Documents to which the Trustee is a party and amounts due to the Trustee as indemnification; in the event of a Servicer Default and the replacement of the Servicer with the Trustee or a Successor Servicer, the costs and expenses of replacing the Servicer shall be permitted expenses of the Trustee;

SECOND, to the Servicer, the Monthly Servicer Fee plus any unreimbursed Servicer Advances plus any accrued and unpaid Monthly Servicer Fees and any unreimbursed Servicer Advances for prior Payment Dates;

THIRD, to the Swap Counterparty, the Net Swap Payment, if any;

FOURTH, to the extent not previously paid pursuant to the Custodial Agreement, to the Custodian the Monthly Custodian Fee, plus any accrued and unpaid Monthly Custodian Fees for prior Payment Dates;

FIFTH, to the extent not paid by the Servicer, to the Collateral Agent, the Monthly Collateral Agent Fee plus any accrued and unpaid Monthly Collateral Agent Fees for prior Payment Dates;

SIXTH, as long as no Insurer Default has occurred and is continuing, to the Insurer, any accrued and unpaid Insurance Premium;

SEVENTH, to the holders of the Class A-1 Notes, Accrued Interest on the Class A-1 Notes, and to the holders of the Class A-2 Notes, Accrued Interest on the Class A-2 Notes (to the extent that there are insufficient funds to pay both such amounts in full, such amounts shall be paid pro rata between the Class A-1 Notes and the Class A-2 Notes in proportion to the percentage which each such Class represents of the Aggregate Principal Amount);

EIGHTH, to the Insurer, any Reimbursement Amounts then due and owing to the Insurer;

NINTH, (i) to the holders of the Class A-1 Notes the lesser of (a) the amount allocated to the Class A-1 Notes when all Available Funds are allocated pro rata between the Class A-1 Notes and the Class A-2 Notes in proportion to their respective Principal Amounts and (b) the Principal Amount of the Class A-1 Notes; and (ii) to the holders of the Class A-2 Notes and the Swap Counterparty, the amount allocated to the Class A-2 Notes when all Available Funds are allocated pro rata between the Class A-1 Notes and the Class A-2 Notes in proportion to their respective Principal Amounts, pro rata in proportion to the Principal Amount of the Class A-2 Notes and the unpaid Senior Priority Swap Termination Amount, respectively, until such amounts are reduced to zero;

TENTH, (i) first, to the Insurer, any other amounts due to the Insurer pursuant to the Insurance Agreement and (ii) second, to the Trustee, any other amounts due to the Trustee under this Indenture;

ELEVENTH, to the Swap Counterparty, any amounts owing to the Swap Counterparty in respect of a termination of the Interest Rate Swap; and

TWELFTH, to Issuer, any remaining amounts free and clear of the lien of this Indenture.

Section 11.8 Limitation on Suits by Individual Noteholders. Subject to Section 11.9, no Noteholder shall have any right to institute any Proceeding with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(a) an Insurer Default shall have occurred and be continuing;

(b) such Holder has previously given written notice to the Trustee of a continuing Event of Default;

(c) the Majority Holders shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(d) such Holder or Holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and

(e) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such Proceeding,

it being understood and intended that no one or more Noteholders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Noteholders or the Insurer or to obtain or to seek to obtain priority or preference over any other Holders or the Insurer or to enforce any right under this Indenture, except in the manner herein provided.

Section 11.9 Unconditional Rights of Noteholders to Receive Principal and Interest. Notwithstanding any other provision in this Indenture, the Holder of any Note shall have the right, which right is absolute and unconditional, to receive payment of the principal and interest on such Note on the respective due dates thereof expressed in such Note or in this Indenture and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Noteholder; provided, however, that the Insurer will be subrogated to the rights of each Noteholder to receive payments of principal and interest, as applicable, with respect to distributions on the Notes to the extent of any payment by the Insurer under the Insurance Policy and the Insurer will be reimbursed therefor, together with interest thereon as provided in the Insurance Agreement in accordance with Sections 3.1 and 11.7.

Section 11.10 Restoration of Rights and Remedies. If the Trustee, the Insurer or any Noteholder has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee, the Insurer or to such Noteholder, then and in every such case the Issuer, the Trustee, the Insurer and the Noteholders shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and

thereafter all rights and remedies of the Trustee, the Insurer and the Noteholders shall continue as though no such Proceeding had been instituted.

Section 11.11 Waiver of Event of Default. Prior to the Trustee's acquisition of a money judgment or decree for payment, in either case for the payment of all amounts owing by the Issuer in connection with this Indenture and the Notes issued hereunder (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders have the right to waive any Event of Default and its consequences.

Upon any such waiver, such Event of Default shall cease to exist, and be deemed to have been cured, for every purpose of this Indenture but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

Section 11.12 Waiver of Stay or Extension Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, on the basis of any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 11.13 Sale of Collateral.

(a) The power to effect any sale (a "Sale") of any portion of the Collateral pursuant to Section 11.5 shall not be exhausted by any one or more Sales as to any portion of such Collateral remaining unsold, but shall continue unimpaired until the entire Collateral shall have been sold or all amounts payable on the Notes and all amounts owing to the Insurer shall have been paid, whichever occurs later. The Trustee may from time to time postpone any Sale by public announcement made at the time and place of such Sale. The Trustee hereby expressly waives its right to any amount fixed by law as compensation for any Sale. The Trustee may reimburse itself from the proceeds of any sale for the reasonable costs and expenses incurred in connection with such sale. The net proceeds of such sale shall be applied as provided in this Indenture.

(b) The Trustee and the Collateral Agent shall execute and deliver an appropriate instrument of conveyance transferring its interest in any portion of the Collateral in connection with a Sale thereof. In addition, the Trustee is hereby irrevocably appointed the agent and attorney-in-fact of the Issuer to transfer and convey the Issuer's interest in any portion of the Collateral in connection with a Sale thereof, and to take all action necessary to effect such Sale. No purchaser or transferee at such Sale shall be bound to ascertain the Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any monies.

Section 11.14 Action on Notes. The Trustee's right to seek and recover judgment on the Notes or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. None of the rights or remedies of the Trustee or the Noteholders hereunder shall be impaired by the recovery of any judgment by the Trustee

or any Noteholder against the Issuer or by the levy of any execution under such judgment upon any portion of the Collateral.

Section 11.15 Control by the Insurer or the Noteholders. If an Event of Default has occurred and is continuing, (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Trustee with respect to the Notes or exercising any trust or power conferred on the Trustee; provided that

(i) such direction shall not be in conflict with any rule of law or with this Indenture;

(ii) any direction to the Trustee to sell or liquidate the Collateral which constitutes Loans and the related Pledged Assets shall be subject to the provisions of Sections 11.5 and 11.6; and

(iii) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction;

provided, however, that, subject to Section 13.1, the Trustee need not take any action that it determines might involve it in liability unless it has been provided with reasonable indemnity against such liability, it being agreed that an unsecured indemnity from the Insurer shall constitute sufficient indemnity.

ARTICLE XII

SERVICER DEFAULTS

Section 12.1 Servicer Defaults. If any one of the following events (each, a "Servicer Default") shall occur and be continuing:

(a) any failure by the Servicer to make any payment, transfer or deposit on or before the date such payment, transfer or deposit is required to be made or given by the Servicer under the terms of this Indenture and such failure remains unremedied for two Business Days; provided, however, that if the Servicer is unable to make a payment, transfer or deposit when due and such failure is as a result of circumstances beyond the Servicer's control, the grace period shall be extended to five Business Days;

(b) failure on the part of the Servicer duly to observe or perform any other covenants or agreements of the Servicer set forth in this Indenture or any other Transaction Document to which the Servicer is a party and such failure continues unremedied for a period of 30 days after the earlier of the date on which the Servicer has actual knowledge of the failure and the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Trustee, or to the Servicer and the Trustee by the Insurer or the Holders of 25% or more of the Aggregate Principal Amount of the Notes;

(c) any representation and warranty made by the Servicer in this Indenture shall prove to have been incorrect in any material respect when made and has a material and adverse impact on the Trustee's interest in the Pledged Loans and other Pledged Assets and the Servicer is not in compliance with such representation or warranty within 30 Business Days after the earlier of the date on which the Servicer has actual knowledge of such breach and the date on which written notice of such breach requiring that such breach be remedied, shall have been given to the Servicer by the Trustee or to the Servicer and the Trustee by the Insurer or the Holders of 25% or more of the Aggregate Principal Amount of the Notes;

(d) an Insolvency Event shall occur with respect to the Servicer or the Performance Guarantor; or

(e) the Servicer shall fail to deliver the reports described in Section 8.1 of this Indenture and such failure shall continue for five Business Days.

THEN, so long as such Servicer Default shall be continuing, the Control Party by notice then given in writing to the Servicer, the Swap Counterparty, the Issuer, the Trustee, the Insurer and each Rating Agency (a "Termination Notice"), may terminate all of the rights and obligations of the Servicer as Servicer under this Indenture (such termination being herein called a "Service Transfer"). After receipt by the Servicer and the Trustee of such Termination Notice and subject to the terms of Section 12.2(a), the Trustee shall automatically assume the responsibilities of the Servicer hereunder until the date that a Successor Servicer shall have been appointed pursuant to Section 12.2 and all authority and power of the Servicer under this Indenture shall pass to and be vested in the Trustee or such Successor Servicer, as the case may be, without further action on the part of any Person, and, without limitation, the Trustee at the direction of the Control Party (which authorization is coupled with an interest and is irrevocable) is hereby authorized and empowered (upon the failure of the Servicer to cooperate) to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments upon the failure of the Servicer to execute or deliver such documents or instruments, and to do and accomplish all other acts or things necessary or appropriate to effect the purposes of such transfer of servicing rights.

The Servicer agrees to cooperate with the Trustee and such Successor Servicer in effecting the termination of the responsibilities and rights of the Servicer to conduct servicing hereunder, including without limitation the transfer to such Successor Servicer of all authority of the Servicer to service the Pledged Loans provided for under this Indenture, including without limitation all authority over any Collections which shall on the date of transfer be held by the Servicer for deposit in a Lockbox Account or which shall thereafter be received by the Servicer with respect to the Pledged Loans, and in assisting the Successor Servicer in enforcing all rights under this Indenture including, without limitation, allowing the Successor Servicer's personnel access to the Servicer's premises for the purpose of collecting payments on the Pledged Loans made at such premises. The Servicer shall promptly transfer its electronic records relating to the Pledged Loans to the Successor Servicer in such electronic form as the Successor Servicer may reasonably request and shall promptly transfer to the Successor Servicer all other records, correspondence and documents necessary for the continued servicing of the Pledged Loans in the manner and at such times as the Successor Servicer shall reasonably request. The Servicer shall allow the Successor Servicer access to the Servicer's officers and employees. To the extent that

compliance with this Section 12.1 shall require the Servicer to disclose to the Successor Servicer information of any kind which the Servicer reasonably deems to be confidential, the Successor Servicer shall be required to enter into such customary licensing and confidentiality agreements as the Servicer shall deem necessary to protect its interest and as shall be satisfactory in form and substance to the Successor Servicer. The Servicer hereby consents to the entry against it of an order for preliminary, temporary or permanent injunctive relief by any court of competent jurisdiction, to ensure compliance by the Servicer with the provisions of this paragraph.

Section 12.2 Appointment of Successor.

(a) Appointment. On and after the receipt by the Servicer of a Termination Notice pursuant to Section 12.1, or any permitted resignation of the Servicer pursuant to Section 7.12, the Servicer shall continue to perform all servicing functions under this Indenture until the date specified in the Termination Notice or otherwise specified by (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Trustee or until a date mutually agreed upon by the Servicer and (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Trustee. Upon receipt by the Servicer of a Termination Notice, (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Trustee, at the direction of the Control Party, shall as promptly as possible after the giving of a Termination Notice appoint a successor servicer (in any case, the "Successor Servicer"), and such Successor Servicer shall accept its appointment by a written assumption in a form acceptable to the Trustee and, so long as no Insurer Default has occurred and is continuing, the Insurer; provided that such appointment shall be subject to the consent of the Insurer and to satisfaction of the Rating Agency Condition. In the event a Successor Servicer has not been appointed and accepted the appointment by the date of termination stated in the Termination Notice the Trustee shall automatically assume responsibility for performing the servicing functions under this Indenture on the date of such termination. In the event that a Successor Servicer has not been appointed and has not accepted its appointment and the Trustee is legally unable or otherwise not capable of assuming responsibility for performing the servicing functions under this Indenture, the Trustee shall petition a court of competent jurisdiction to appoint any established financial institution having a net worth of not less than $100,000,000 and whose regular business includes the servicing of receivables similar to the Pledged Loans or other consumer finance receivables; provided, however, pending the appointment of a Successor Servicer, the Trustee will act as the Successor Servicer.

(b) Duties and Obligations of Successor Servicer. Upon its appointment, the Successor Servicer shall be the successor in all respects to the Servicer with respect to servicing functions under this Indenture and shall be subject to all the responsibilities and duties relating thereto placed on the Servicer by the terms and provisions hereof, and all references in this Indenture to the Servicer shall be deemed to refer to the Successor Servicer.

(c) Compensation of Successor Servicer; Costs and Expenses of Servicing Transfer. In connection with such appointment and assumption, the Trustee may make arrangements for the compensation of the Successor Servicer. The costs and expenses of transferring servicing shall be paid by the Servicer which is resigning or being replaced and to the extent such costs

and expenses are not so paid, shall be paid from Collections as provided herein in Sections 3.1 and 11.7.

Section 12.3 Notification to Noteholders. Upon the occurrence of any Servicer Default or any event which, with the giving of notice or passage of time or both, would become a Servicer Default, the Servicer shall give prompt written notice thereof to the Trustee and the Issuer and the Trustee shall give notice to the Noteholders at their respective addresses appearing in the Note Register and to the Insurer and the Swap Counterparty. Upon any termination or appointment of a Successor Servicer pursuant to this Article XII, the Trustee shall give prompt written notice thereof to the Issuer and to the Noteholders at their respective addresses appearing in the Note Register and to the Insurer and the Swap Counterparty.

Section 12.4 Waiver of Past Defaults. With respect to a Servicer Default described in Section 12.1, (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders may, on behalf of all Holders, waive any default by the Servicer in the performance of its obligations hereunder and its consequences. Upon any such waiver of a past default, such default shall cease to exist, and any default arising therefrom shall be deemed to have been remedied for every purpose of this Indenture. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon except to the extent expressly so waived.

Section 12.5 Termination of Servicer's Authority. All authority and power granted to the Servicer under this Indenture shall automatically cease and terminate upon termination of this Indenture pursuant to Section 14.1, and shall pass to and be vested in the Issuer and without limitation the Issuer is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments, and to do and accomplish all other acts or things necessary or appropriate to effect the purposes of such transfer of servicing rights upon termination of this Indenture. The Servicer shall cooperate with the Issuer in effecting the termination of the responsibilities and rights of the Servicer to conduct servicing on the Pledged Loans. The Servicer shall transfer its electronic records relating to the Pledged Loans to the Issuer in such electronic form as Issuer may reasonably request and shall transfer all other records, correspondence and documents relating to the Pledged Loans to the Issuer in the manner and at such times as the Issuer shall reasonably request. To the extent that compliance with this Section 12.5 shall require the Servicer to disclose information of any kind which the Servicer deems to be confidential, the Issuer shall be required to enter into such customary licensing and confidentiality agreements as the Servicer shall deem necessary to protect its interests and as shall be reasonably satisfactory in form and substance to the Issuer.

Section 12.6 Matters Related to Successor Servicer.

The Successor Servicer will not be responsible for delays attributable to the Servicer's failure to deliver information, defects in the information supplied by the Servicer or other circumstances beyond the control of the Successor Servicer.

The Successor Servicer will make arrangements with the Servicer for the prompt and safe transfer of, and the Servicer shall provide to the Successor Servicer, all necessary servicing files and records, including (as deemed necessary by the Successor Servicer at such time):

(i) microfiche loan documentation, (ii) servicing system tapes, (iii) Pledged Loan payment history, (iv) collections history and (v) the trial balances, as of the close of business on the day immediately preceding conversion to the Successor Servicer, reflecting all applicable Pledged Loan information.

Any Successor Servicer shall have no liability with respect to any obligation which was required to be performed by the predecessor Servicer prior to the date that the Successor Servicer becomes the Servicer or any claim of a third party based on any alleged action or inaction of the predecessor Servicer.

The Successor Servicer shall have no responsibility and shall not be in default hereunder nor incur any liability for any failure, error, malfunction or any delay in carrying out any of its duties under this Indenture if any such failure or delay results from the Successor Servicer acting in accordance with information prepared or supplied by a Person other than the Successor Servicer or the failure of any such Person to prepare or provide such information. The Successor Servicer shall have no responsibility, shall not be in default and shall incur no liability (i) for any act or failure to act by any third party, including the Servicer, the Issuer or the Trustee or for any inaccuracy or omission in a notice or communication received by the Successor Servicer from any third party or (ii) which is due to or results from the invalidity, unenforceability of any Pledged Loan under applicable law or the breach or the inaccuracy of any representation or warranty made with respect to any Pledged Loan.

If the Trustee or any other Successor Servicer assumes the role of Successor Servicer hereunder, such Successor Servicer shall be entitled to appoint subservicers whenever it shall be deemed necessary by such Successor Servicer. The Successor Servicer shall, notwithstanding any such subservicing arrangements, remain obligated and liable to the Trustee, the Issuer, the Collateral Agent, the Insurer and the Noteholders for the servicing and administration of the Pledged Loans in accordance with the provisions of this Indenture to the same extent and under the same terms and conditions as if it alone were servicing and administering the Pledged Loans.

ARTICLE XIII

THE TRUSTEE; THE COLLATERAL AGENT; THE CUSTODIAN

Section 13.1 Duties of Trustee.

(a) The Trustee, prior to the occurrence of an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge and after the curing of all such Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge has occurred and has not been cured or waived, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent institutional trustee would exercise or use under the circumstances in the conduct of such institution’s own affairs. The Trustee is hereby authorized and empowered to make the withdrawals and payments from the Accounts in accordance with the instructions set forth in this Indenture until the

termination of this Indenture in accordance with Section 14.1 unless this appointment is earlier terminated pursuant to the terms hereof.

(b) The Trustee, upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to the Trustee which are specifically required to be furnished pursuant to any provision of this Indenture, shall examine them to determine whether they conform to such requirements; provided, however, that the Trustee shall not be responsible for the accuracy or content of any resolution, certificate, statement, opinion, report, document, order or other instrument furnished by the Servicer, the Issuer or any other Person hereunder (other than the Trustee). The Trustee shall give prompt written notice to the Noteholders of any material lack of conformity of any such instrument to the applicable requirements of this Indenture discovered by the Trustee.

(c) Subject to Section 13.1(a), no provision of this Indenture shall be construed to relieve the Trustee from liability for its own gross negligence, reckless disregard of its duties, bad faith or misconduct; provided, however, that:

(i) the Trustee shall not be personally liable for an error of judgment made in good faith by a Responsible Officer or employees of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(ii) the Trustee shall not be personally liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with this Indenture or at the direction of (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising or omitting to exercise any trust or power conferred upon the Trustee, under this Indenture;

(iii) the Trustee shall not be charged with knowledge of any failure by any other party hereto to comply with its obligations hereunder or of the occurrence of any Event of Default, Rapid Amortization Event, Cash Accumulation Event or Servicer Default unless a Responsible Officer of the Trustee obtains actual knowledge of such failure based upon receipt of written information or other communication or a Responsible Officer of the Trustee receives written notice of such failure from the Servicer, the Issuer, the Insurer or any Noteholder. In the absence of receipt of notice or actual knowledge by a Responsible Officer, the Trustee may conclusively assume there is no Event of Default, Rapid Amortization Event, Cash Accumulation Event or Servicer Default; and

(iv) Prior to the occurrence of an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge or have received notice and after all the curing of all such Events of Default which may have occurred, the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, no implied covenants or obligations shall be read into this Indenture against the Trustee and, in the absence of bad

faith, willful misconduct or negligence on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture.

(d) The Trustee shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it (which adequate indemnity may include, at the Trustee's option, consent by (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders authorizing the Trustee to be reimbursed for any funds from amounts available in the Collection Account), and none of the provisions contained in this Indenture shall in any event require the Trustee to perform, or be responsible for the manner of performance of, any of the obligations of the Servicer under this Indenture except during such time, if any, as the Trustee shall be the successor to, and be vested with the rights, duties, powers and privileges of, the Servicer in accordance with the terms of this Indenture.

(e) Except for actions expressly authorized by this Indenture, the Trustee shall take no action reasonably likely to impair the interests of the Issuer in any Pledged Loan or other Collateral now existing or hereafter created or to impair the value of any Pledged Loan or other Collateral now existing or hereafter created.

(f) Except as provided in this Indenture, the Trustee shall have no power to dispose of or vary any Collateral.

(g) In the event that the Note Registrar shall fail to perform any obligation, duty or agreement in the manner or on the day required to be performed by the Note Registrar, as the case may be, under this Indenture, the Trustee (if it is not then the Note Registrar) shall be obligated promptly to perform such obligation, duty or agreement in the manner so required.

(h) The Trustee shall have no duty to (A) see to any recording, filing or depositing of this Indenture or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest, or to see to the maintenance of any such recording or filing or depositing or to any rerecording, refiling or redepositing of any thereof, (B) see to any insurance, (C) see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of any Collateral other than from funds available in the Collection Account, or (D) confirm or verify the contents of any reports or certificates of the Servicer delivered to the Trustee pursuant to this Indenture believed by the Trustee to be genuine and to have been signed or presented by the proper party or parties.

Section 13.2 Certain Matters Affecting the Trustee. Except for its own gross negligence, reckless disregard of its duties, bad faith or misconduct:

(a) the Trustee may rely on and shall be protected from liability to the Issuer and the Noteholders in acting on, or in refraining from acting in accord with, any resolution, Officer's Certificate, certificate of auditors or any other certificate, statement, conversation, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed, sent or made by the proper Person or Persons;

(b) the Trustee may consult with counsel, and any advice of counsel (including without limitation counsel to the Issuer or the Servicer) shall be full and complete authorization and protection from liability to the Issuer and the Noteholders in respect to any action taken or suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel;

(c) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture, or to institute, conduct or defend any litigation hereunder or in relation hereto, at the request, order or direction of any of the Noteholders, pursuant to the provisions of this Indenture, unless such Noteholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby; nothing contained herein shall, however, relieve the Trustee of the obligations, upon the occurrence of any Servicer Default of which a Responsible Officer of the Trustee shall have actual knowledge or have received notice (which has not been cured), to exercise such of the rights and powers vested in it by this Indenture, and to use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs;

(d) neither the Trustee nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be personally liable for any action taken, suffered or omitted to be taken by the Trustee or such Person in good faith and believed by such Person to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, nor for any action taken or omitted to be taken by any other party hereto;

(e) the Trustee shall not be bound to make any investigation into the facts of matters stated in any Monthly Servicing Report, any other report or statement delivered to the Trustee by the Servicer, resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders; provided, however, that if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee may require indemnity satisfactory to the Trustee against such cost, expense or liability as a condition to taking any such action.

(f) subject to Section 3.7, the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian, and the Trustee shall not be responsible for any misconduct or negligence on the part of any such agent, attorney or custodian appointed with due care by it hereunder;

(g) except as may be required by Section 13.1(b), the Trustee shall not be required to make any initial or periodic examination of any documents or records related to the Pledged Loans for the purpose of establishing the presence or absence of defects, the compliance by the Servicer or the Issuer with their respective representations and warranties or for any other purpose;

(h) the right of the Trustee to perform any discretionary act enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for the performance of such act; and

(i) the Trustee shall not be required to give any bond or surety in respect of the powers granted hereunder.

Section 13.3 Trustee Not Liable for Recitals in Notes or Use of Proceeds of Notes The Trustee assumes no responsibility for the correctness of the recitals contained herein and in the Notes (other than the certificate of authentication on the Notes) or for any statements, representations or warranties made herein by any Person other than the Trustee (except as expressly set forth herein). Except as set forth in Section 13.14, the Trustee makes no representations as to the validity, enforceability or sufficiency of this Indenture or of the Notes (other than the certificate of authentication on the Notes) or of any Pledged Loan or related document. The Trustee shall not be accountable for the use or application of funds properly withdrawn from any Account on the instructions of the Servicer or for the use or application by the Issuer of the proceeds of any of the Notes, or for the use or application of any funds paid to the Issuer in respect of the Pledged Loans. The Trustee shall not be responsible for the legality or validity of this Indenture or the validity, priority, perfection or sufficiency of the security for the Notes issued or intended to be issued hereunder. The Trustee shall have no responsibility for filing any financing or continuation statement in any public office at any time or to otherwise perfect or maintain the perfection of any security interest or lien granted to it hereunder or to record this Indenture.

Section 13.4 Trustee May Own Notes; Trustee in its Individual Capacity. U.S. Bank National Association, in its individual or any other capacity, may become the owner or pledgee of Notes with the same rights as it would have if it were not the Trustee. U.S. Bank National Association and its Affiliates may generally engage in any kind of business with the Issuer or the Servicer as though U.S. Bank National Association were not acting in such capacity hereunder and without any duty to account therefor. Nothing contained in this Indenture shall limit in any way the ability of U.S. Bank National Association and its Affiliates to act as a trustee or in a similar capacity for other interval ownership and lot contract and installment note financings pursuant to agreements similar to this Indenture.

Section 13.5 Trustee's Fees and Expenses; Indemnification. The Trustee shall be entitled to receive from time to time pursuant to this Indenture and the Trustee Fee Letter, (a) such compensation as shall be agreed to between the Issuer and the Trustee (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) for all services rendered by it in the execution of the trust hereby created and in the exercise and performance of any of the powers and duties hereunder as the Trustee and to be reimbursed for its out-of-pocket expenses (including reasonable attorneys' fees), incurred or paid in establishing, administering and carrying out its duties under this Indenture or the Collateral Agency Agreement and (b) subject to Section 10.3, the Issuer and the Servicer agree, jointly and severally, to pay, reimburse, indemnify and hold harmless the Trustee (without reimbursement from any Account or otherwise) upon its request for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever (including without limitation fees, expenses and disbursements of counsel) which may at any time (including without limitation at any time following the termination of this Indenture and payment on account of the Notes) be imposed on, incurred by or asserted against the Trustee in any way relating to or arising out of this Indenture, the Collateral Agency Agreement or any other Transaction Document to which the Trustee is a party or the transactions contemplated hereby or any action taken or omitted by the Trustee under or in connection with any of the foregoing except for those liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the gross negligence, reckless disregard of its duties, bad faith or willful misconduct of the Trustee and except that if the Trustee is appointed Successor Servicer pursuant to Section 12.2, the provisions of this Section 13.5 shall not apply to expenses, disbursements and advances made or incurred by the Trustee in its capacity as Successor Servicer. The agreements in this Section 13.5 shall survive the termination of this Indenture, the resignation or removal of the Trustee and all amounts payable on account of the Notes.

Anything in this Indenture to the contrary notwithstanding, in no event shall the Trustee be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

Section 13.6 Eligibility Requirements for Trustee. The Trustee hereunder (if other than U.S. Bank National Association) shall at all times be an Eligible Institution and a corporation or banking association organized and doing business under the laws of the United States of America or any state thereof authorized under such laws to exercise corporate trust powers, and such Trustee (including U.S. Bank National Association) shall have a combined capital and surplus of at least $25,000,000 (or, in the case of a successor to the initial Trustee, $100,000,000), be subject to supervision or examination by federal or state authority and be approved by the Insurer in writing, so long as no Insurer Default has occurred and is continuing. If such corporation or banking association publishes reports of condition at least annually, pursuant to law or to the requirements of federal or state supervising or examining authority, then for the purpose of this Section 13.6, the combined capital and surplus of such corporation or banking association shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 13.6, the Trustee shall resign immediately in the manner and with the effect specified in Section 13.7.

Section 13.7 Resignation or Removal of Trustee.

(a) The Trustee may at any time resign and be discharged from the trust hereby created by giving 60 days prior written notice thereof to the Issuer, the Swap Counterparty, the Servicer, the Noteholders, the Insurer and each Rating Agency. Upon receiving such notice of resignation, the Issuer shall promptly arrange to appoint a successor trustee meeting the requirements of Section 13.6 and the Servicer shall notify the Trustee, the Insurer, the Swap Counterparty and each Rating Agency of such appointment by written instrument, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor Trustee. If no successor Trustee shall have been so appointed and have accepted within 30 days after the giving of such notice of resignation, a successor Trustee shall be appointed by (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders (with notice to the Swap Counterparty). The successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the Trustee. If no successor Trustee shall have been so appointed and shall have accepted appointment in the manner hereinafter provided, any Noteholder, on behalf of itself and all others similarly situated, or the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(b) If at any time the Trustee shall cease to be eligible in accordance with the provisions of Section 13.6 and shall fail to resign after written request therefor by the Issuer or the Servicer, or if at any time the Trustee shall be legally unable to act, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Issuer (with the consent of the Insurer, which consent shall not be unreasonably withheld) may remove the Trustee and promptly appoint a successor Trustee by written instrument, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor Trustee.

(c) At any time (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders, to the extent permitted by law, may remove the Trustee and promptly appoint a successor Trustee by written instrument, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor Trustee.

(d) Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this Section 13.7 shall not become effective until acceptance of appointment by the successor Trustee as provided in Section 13.8.

Section 13.8 Successor Trustee.

(a) Any successor Trustee, appointed as provided in Section 13.7, shall execute, acknowledge and deliver to the Issuer, the Servicer and to its predecessor Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Trustee herein. The

predecessor Trustee shall deliver to the successor Trustee all money, documents and other property held by it hereunder; and Issuer and the predecessor Trustee shall execute and deliver such instruments and do such other things as may reasonably be required for fully and certainly vesting and confirming in the successor Trustee all such rights, power, duties and obligations.

(b) No successor Trustee shall accept appointment as provided in this Section 13.8 unless at the time of such acceptance such successor Trustee shall be eligible under the provisions of Section 13.6.

(c) Upon acceptance of appointment by a successor Trustee as provided in this Section 13.8, such successor Trustee shall mail notice of such succession hereunder to the Trustee, the Issuer, the Insurer, the Swap Counterparty, the Servicer and all Noteholders at their addresses as shown in the Note Register.

Section 13.9 Merger or Consolidation of Trustee. Any Person into which the Trustee may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any Person succeeding to the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided, such corporation shall be eligible under the provisions of Section 13.6, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 13.10 Appointment of Co-Trustee or Separate Trustee.

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Collateral may at the time be located, the Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Collateral and to vest in such Person or Persons, in such capacity and for the benefit of the Noteholders, the Insurer and the Swap Counterparty, such title to the Collateral, or any part thereof, and subject to the other provisions of this Section 13.10, such powers, duties, obligations, rights and trusts as the Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 13.6 and no notice to the Noteholders of the appointment of any co-trustee or separate trustee shall be required under Section 13.8.

(b) Every separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by the Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Trustee joining in such act), except to the extent that under any laws of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations

(including the holding of title to the Collateral, or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Trustee;

(ii) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(iii) the Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Indenture and the conditions of this Article XIII. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Trustee. Every such instrument shall be filed with the Trustee and a copy thereof given to the Servicer.

(d) Any separate trustee or co-trustee may at any time constitute the Trustee as its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect to this Indenture on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Trustee, to the extent permitted by law, without the appointment of a new or a successor trustee.

Section 13.11 Trustee May Enforce Claims Without Possession of Notes. All rights of action and claims under this Indenture or the Notes may be prosecuted and enforced by the Trustee without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the benefit of the Noteholders, the Insurer and the Swap Counterparty as their interests appear in this Agreement.

Section 13.12 Suits for Enforcement. If an Event of Default or a Servicer Default shall occur and be continuing, the Trustee, in its discretion may or at the direction of the Control Party shall subject to the provisions of Article XI and Section 12.1, proceed to protect and enforce its rights and the rights of the Noteholders and the Insurer under this Indenture by a suit, action or proceeding in equity or at law or otherwise, whether for the specific performance of any covenant or agreement contained in this Indenture or in aid of the execution of any power granted in this Indenture or for the enforcement of any other legal, equitable or other remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of the rights of the Trustee, the Noteholders or the Insurer.

Section 13.13 Rights of the Insurer or the Noteholders to Direct the Trustee. The (A) Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee; provided, however, that, subject to Section 13.1, the Trustee shall have the right to decline to follow any such direction if the Trustee being advised by counsel determines that the action so directed may not lawfully be taken, or if the Trustee in good faith shall, by a Responsible Officer or Responsible Officers of the Trustee, determine that the proceedings so directed would be illegal or involve it in personal liability or be unduly prejudicial to the rights of Noteholders not parties to such direction, or if the Trustee has not been offered reasonable security or indemnity (it being agreed that an unsecured indemnity from the Insurer shall constitute sufficient indemnity), as contemplated by Section 13.2, by (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders; and provided further, that nothing in this Indenture shall impair the right of the Trustee to take any action deemed proper by the Trustee and which is not inconsistent with such direction by the Noteholders.

Section 13.14 Representations and Warranties of the Trustee. The Trustee represents and warrants that:

(a) the Trustee is a national banking association with trust powers organized, validly existing and in good standing under the laws of the United States;

(b) the Trustee has full power, authority and right to execute, deliver and perform this Indenture and has taken all necessary action to authorize the execution, delivery and performance by it of this Indenture; and

(c) this Indenture has been duly executed and delivered by the Trustee and constitutes the legal, valid and binding agreement of the Trustee enforceable against the Trustee in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

Section 13.15 Maintenance of Office or Agency. The Trustee will maintain at its expense in New York, New York, an office or offices or agency or agencies where notices and demands to or upon the Trustee in respect of the Notes and this Indenture may be served. The Trustee will give prompt written notice to the Issuer, the Insurer, the Swap Counterparty, the Servicer and the Noteholders of any change in the location of any such office or agency.

Section 13.16 No Assessment. U.S. Bank National Association's agreement to act as Trustee hereunder shall not constitute or be construed as U.S. Bank National Association's assessment of the Issuer's or any Obligor's creditworthiness or a credit analysis of any Loans.

Section 13.17 UCC Filings and Title Certificates. (a) The Trustee and the Noteholders expressly recognize and agree that the Collateral Agent may be listed as the secured party of record on the various Financing Statements required to be filed under this Indenture in order to perfect the security interest in the Collateral, and such listing will not affect in any way

the respective status of the other secured parties under the Collateral Agency Agreement as the holders of their respective interests in other collateral. In addition, such listing shall impose no duties on the Collateral Agent other than those expressly and specifically undertaken in accordance with this Indenture and the Collateral Agency Agreement.

(b) The Trustee shall file such financing statements covering the Collateral as the Control Party shall request in writing.

(c) The Trustee hereby agrees that it will promptly after its receipt forward to the Insurer a copy of each notice and report which it receives under or with respect to this Indenture or other Transaction Documents (unless it is clear from the face of such notice or report that the Insurer has already received a copy of the same).

Section 13.18 Replacement of the Custodian. Each of the Issuer and the Servicer agree not to replace the Custodian then acting as custodian of the Pledged Loans and related assets unless the Rating Agency Condition has been satisfied with respect to such replacement and, so long as no Insurer Default has occurred and is continuing the Insurer has given its prior written consent to such action (which consent shall not be unreasonably withheld).

ARTICLE XIV

TERMINATION

Section 14.1 Termination of Agreement. The respective obligations and responsibilities of the Issuer, the Servicer and the Trustee created hereby (other than the obligation of the Trustee to make payments to Noteholders and the Insurer as hereafter set forth and Section 15.16) shall terminate (the "Termination Date") on the day after the Payment Date following the date on which funds shall have been deposited in the Collection Account sufficient to pay the Aggregate Principal Amount of all Notes plus all interest accrued on the Notes through the day preceding such Payment Date and all amounts owed to the Insurer pursuant to this Agreement and the Insurance Agreement; provided that, all amounts required to be paid on such Payment Date pursuant to this Indenture shall have been paid.

Section 14.2 Final Payment.

(a) Written notice of any termination shall be given (subject to at least two Business Days' prior notice from the Servicer to the Trustee) by the Trustee to the Noteholders, the Insurer, the Swap Counterparty and each Rating Agency then rating any Notes mailed not later than the fifth day of the month of such final payment specifying (a) the Payment Date and (b) the amount of any such final payment. The Trustee shall give such notice to the Note Registrar at the time such notice is given to the Noteholders.

(b) On or after the final Payment Date, upon written request of the Trustee, the Noteholders shall surrender their Notes to the office specified in such request. If presentation or surrender of a Definitive Note is not made within six years of notice of final distribution, no claim may be made in respect of such Definitive Note.

(c) The Trustee shall surrender the Insurance Policy to the Insurer on the date which is one year and one day following the earlier of (i) the Rated Final Maturity Date and (ii) the date on which the Notes have been paid in full; provided, that if an Insolvency Proceeding by or against the Issuer is existing during such one year and one day period, then the Insurance Policy shall not be surrendered until the later of (x) the date of the conclusion or dismissal of such Insolvency Proceeding without continuing jurisdiction by the court in such Insolvency Proceeding, and (y) if any Noteholder is required to return any Preference Amount as a result of such Insolvency Proceeding, the date on which the Insurer has made all payments required to be made under the terms of the Insurance Policy in respect of all such Preference Amounts.

Section 14.3 [Reserved].

Section 14.4 Release of Collateral. Upon the termination of this Indenture pursuant to Section 14.1, the Trustee shall release all liens and assign to the Issuer (without recourse, representation or warranty) all right, title and interest of the Trustee in and to the Collateral and all proceeds thereof. The Trustee shall execute and deliver such instruments of assignment, in each case without recourse, representation or warranty, as shall be reasonably requested by the Issuer to release the security interest of the Trustee in the Collateral.

Section 14.5 Release of Defaulted Loans.

(a) Issuer May Obtain Release. If any Pledged Loan becomes a Defaulted Loan during any Due Period, the Issuer may, subject to the limitation set forth in Section 14.5(d), obtain a release of such Pledged Loan from the lien of this Indenture on any Payment Date thereafter. To obtain such release the Issuer shall be required either to (i) pay the Release Price of such Defaulted Loan to the Trustee for deposit into the Collection Account or (ii) deliver to the Trustee one or more Qualified Substitute Loans in substitution for such Defaulted Loan and pay the applicable Substitution Adjustment Amount to the Trustee for deposit into the Collection Account. The Issuer shall provide written notice to the Trustee, the Insurer and the Collateral Agent of any release pursuant to this Section 14.5 not less than two Business Days prior to the Payment Date on which such release is to be effected, specifying the Defaulted Loan and the Release Price therefor. The Issuer shall (i) pay the Release Price to the Trustee for deposit into the Collection Account not later than 12:00 noon, New York City time, on the Payment Date on which such release is made or (ii) deliver the Qualified Substitute Loan or Qualified Substitute Loans by 12:00 noon, New York City time, on the Payment Date on which such release is made and pay any Substitution Adjustment Amount to the Trustee for deposit into the Collection Account not later than 12:00 noon, New York City time, on such Release Date.

(b) Substitution. If a Seller delivers to the Issuer a Qualified Substitute Loan or Qualified Substitute Loans in lieu of payment for the repurchase of a Defaulted Loan, the Issuer shall execute a Supplemental Grant in substantially the form of Exhibit G hereto and deliver such Supplemental Grant to the Trustee and the Collateral Agent. Payments due with respect to Qualified Substitute Loans on or prior to the Calculation Date next preceding the date of substitution shall not be property of the Issuer, but, to the extent received by the Servicer, will be retained by the Servicer and remitted by the Servicer to the Seller on the next succeeding Payment Date. Payments due with respect to the Qualified Substitute Loans after the Calculation Date next preceding the date of substitution shall be property of the Issuer. The Issuer shall

cause the Servicer to electronically deliver a schedule of any Defaulted Loans so removed and Qualified Substitute Loans so substituted to the Trustee and such schedule shall be an amendment to the Loan Schedule. Upon such substitution, the Qualified Substitute Loan or Qualified Substitute Loans shall be subject to the terms of this Indenture in all respects, the Issuer shall be deemed to have made the representations, and warranties with respect to each Qualified Substitute Loan set forth in Section 5.1 and 5.2 of this Indenture, in each case as of the date of substitution, and the Issuer shall be deemed to have made a representation and warranty that each Loan so substituted is a Qualified Substitute Loan as of the date of substitution. The provisions of Section 5.4(a) shall apply to any Qualified Substitute Loan as to which the Issuer has breached the Issuer's representations and warranties in Section 5.1 and 5.2 to the same extent as for any other Pledged Loan. In connection with the substitution of one or more Qualified Substitute Loans for one or more Defaulted Loans, the Servicer shall determine the Substitution Adjustment Amount. Such Substitution Adjustment Amount shall be paid to the Trustee and treated as if it were a portion of the Release Price for the Defaulted Loan and included in Available Funds as such.

(c) Release of Defaulted Loans. Upon each release of a Pledged Loan under this Section 14.5, the Collateral Agent and the Trustee shall automatically and without further action release, sell, transfer, assign, set over and otherwise convey to the Issuer, without recourse, representation or warranty, all of the Collateral Agent's and Trustee's right, title and interest in and to such Defaulted Loan and the Transferred Assets related to such Defaulted Loan free and clear of the Lien of this Indenture. The Collateral Agent and the Trustee shall execute such documents, releases and instruments of transfer or assignment and take such other actions as shall reasonably be requested by the Issuer to effect the release of such Defaulted Loans and the related Transferred Assets pursuant to this Section 14.5. Promptly after the occurrence of a Release Date and after the payment for or substitution for and release of a Defaulted Loan, in respect to which the Release Price has been paid or Qualified Substitute Loans have been provided, the Issuer shall direct the Servicer to delete such Defaulted Loans from the Loan Schedule.

(d) Limitations on Purchase of Defaulted Loans. The amount of Defaulted Loans for which the Issuer is permitted to obtain a release and transfer to a Seller is limited as provided in the WVRI Master Loan Purchase Agreement and the WRDC Master Loan Purchase Agreement and as follows:

(i) The Loan Balance of Pledged Loans that are WVRI Loans, that become Defaulted Loans and that are released and transferred to any Seller, shall not exceed in the aggregate 16.0% of the Loan Balance of the Pledged Loans as of the Cut-Off Date that were WVRI Loans; for such purposes, the Loan Balance of a Pledged Loan shall be calculated on the day prior to the day the Pledged Loan became a Defaulted Loan; and

(ii) The Loan Balance of Pledged Loans that are WRDC Loans, that become Defaulted Loans and that are released and transferred to any Seller, shall not exceed in the aggregate 16.0% of the Loan Balance of the Pledged Loans as of the Cut-Off Date that were WRDC Loans; for such purposes, the Loan Balance of a Pledged Loan shall be calculated on the day prior to the day the Pledged Loan became a Defaulted Loan.

Section 14.6 Release Upon Payment in Full. At such time as the Notes have been paid in full, all fees and expenses of the Trustee and the Collateral Agent with respect to the Notes have been paid in full, all obligations relating to this Indenture have been paid in full and all amounts owed to the Insurer pursuant to the Insurance Agreement have been paid in full, then, the Collateral Agent shall, upon the written request of the Issuer, release all liens and assign to Issuer (without recourse, representation or warranty) all right, title and interest of the Collateral Agent in and to the Collateral, and all proceeds thereof. The Collateral Agent and the Trustee shall execute and deliver such instruments of assignment, in each case without recourse, representation or warranty, as shall be reasonably requested by the Issuer to release the security interest of the Collateral Agent in the Collateral.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1 Amendment.

(a) Supplemental Indentures and Amendments Without Consent of the Noteholders. The Issuer, the Trustee, the Collateral Agent and the Servicer, at any time and from time to time, with the consent of the Insurer and without the consent of any of the Noteholders, may enter into one or more amendments or indentures supplemental to this Indenture in form satisfactory to the Trustee for any of the following purposes:

(i) to add to the covenants of the Issuer for the benefit of the Noteholders, the Insurer and the Swap Counterparty or to surrender any right or power conferred upon the Issuer;

(ii) to Grant any additional property to the Trustee or the Collateral Agent or to be held by the Custodian, in each case, for the benefit of the Trustee and the Holders of the Notes and the Insurer and the Swap Counterparty;

(iii) to correct or amplify the description of any property at any time subject to the Lien of this Indenture, or to better assure, convey and confirm unto the Trustee or the Collateral Agent or deliver to the Custodian, in each case for the benefit of the Trustee and the Noteholders and the Insurer and the Swap Counterparty, any property subject to the Lien of this Indenture;

(iv) to cure any ambiguity, or correct, modify or supplement any provision which is defective or inconsistent with any other provision herein;provided that, such correction, modification or supplement shall not alter in any material respect, the amount or timing of payments to or other rights of the Noteholders;

(v) to modify transfer restrictions on the Notes, so long as any such modifications comply with the Securities Act and the Investment Company Act; or

(vi) make any other changes which do not, individually or in the aggregate, materially and adversely affect the rights of any Noteholders or the Swap Counterparty.

provided that, (x) in each case, the Issuer shall have satisfied the Rating Agency Condition with respect to such corrections, amendments, modifications or clarifications and (y), with respect to any changes described in subsection (vi), the Issuer shall have delivered to the Trustee and the Insurer an Officer's Certificate of the Issuer and an Officer's Certificate of the Servicer both to the effect that such change will not materially and adversely affect the rights of any Noteholders and the Issuer shall have delivered to the Trustee and the Insurer either the consent of the Swap Counterparty to such amendment or supplement or an Officer's Certificate of the Issuer and an Officer's Certificate of the Servicer both to the effect that such change will not materially and adversely affect the rights of the Swap Counterparty.

Subject to Section 15.1(c), the Trustee is hereby authorized to join in the execution of any such amendment or supplemental indenture and to make any further appropriate agreements and stipulations that may be therein contained. So long as any of the Notes are outstanding, at the cost of the Issuer, the Trustee shall provide to the Insurer and each Rating Agency then rating any Notes a copy of any proposed amendment or supplemental indenture prior to the execution thereof by the Trustee and, as soon as practicable after the execution by the Issuer, the Servicer, the Trustee and the Collateral Agent of any such amendment or supplemental indenture, provide to the Insurer and each Rating Agency a copy of the executed amendment or supplemental indenture, as the case may be.

(b) Amendments and Supplemental Indentures With Consent of the Noteholders. With the consent of (A) the Insurer, if no Insurer Default has occurred and is continuing or (B) during the continuation of an Insurer Default, the Majority Holders and upon satisfaction of the Rating Agency Condition, the Issuer, the Servicer and the Trustee may enter into an amendment or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture, or modifying in any manner the rights of the Holders of the Notes under this Indenture; provided that, so long as the Interest Rate Swap is in effect, no such amendment or supplemental indenture shall be entered into without the prior written consent of the Swap Counterparty if such amendment or supplement would materially and adversely affect any of the Swap Counterparty's rights or obligations under the Interest Rate Swap or would materially modify the obligations of, or materially impair the ability of, the Issuer to fully perform any of the Issuer's payment obligations under the Interest Rate Swap.

No such amendment or supplemental indenture shall, without the consent of the Insurer, each affected Noteholder and the Swap Counterparty, to the extent such amendment or supplemental indenture would materially and adversely affect any of the Swap Counterparty's rights or obligations under the Interest Rate Swap or would materially modify the obligations of, or materially impair the ability of, the Issuer to fully perform any of the Issuer's payment obligations under the Interest Rate Swap for so long as the Interest Rate Swap has not been terminated:

(i) reduce in any manner the amount of, or change the timing of, principal, interest and other payments required to be made on any Note;

(ii) change the application of the proceeds of any Collateral to the payment of Notes;

(iii) reduce the percentage of Noteholders required to take or approve any action under this Indenture; or

(iv) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Collateral or terminate the lien of this Indenture on any property at any time subject thereto or deprive the Noteholders of the security afforded by the lien of this Indenture.

It shall not be necessary in connection with any consent of the Noteholders under this Section 15.1(b) for the Noteholders to approve the specific form of any proposed amendment or supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof. The Trustee will not be permitted to enter into any such supplemental indenture unless the Rating Agency Condition is met and the Insurer has consented to such supplement.

Promptly after the execution by the Issuer, the Trustee, the Collateral Agent and the Servicer of any amendment or supplemental indenture pursuant to this Section 15.1(b), the Trustee, at the expense of the Issuer shall mail to the Noteholders, the Insurer, the Luxembourg Stock Exchange (if and for so long as any Class of Notes is admitted on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF market) and each Rating Agency rating any of the Notes, a copy thereof.

(c) Execution of Amendments and Supplemental Indentures. In executing or accepting the additional trusts created by any amendment or supplemental indenture permitted by this Section 15.1 or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Sections 13.1 and 13.2) shall be fully protected in relying in good faith upon, an Opinion of Counsel stating that the execution of such amendment or supplemental indenture is authorized or permitted by this Indenture and that all conditions precedent applicable thereto under this Indenture have been satisfied. The Trustee may, but shall not be obligated to, enter into any such amendment or supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

(d) Effect of Amendments and Supplemental Indentures. Upon the execution of any amendment or supplemental indenture under this Section 15.1, this Indenture shall be modified in accordance therewith, and such amendment or supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of a Note theretofore and thereafter authenticated and delivered hereunder shall be bound thereby.

(e) Reference in Notes to Amendments and Supplemental Indentures. Notes executed, authenticated and delivered after the execution of any amendment or supplemental indenture pursuant to this Section 15.1 may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such amendment or supplemental indenture. If the Issuer shall so determine, new Notes, so modified as to conform in the opinion of the Trustee and the Issuer to any such amendment or supplemental indenture, may be prepared and executed by the Issuer and authenticated and delivered by the Trustee or the Authentication Agent in exchange for outstanding Notes.

(f) In determining whether the requisite percentage of Noteholders have concurred in any direction, waiver or consent, Notes owned by the Issuer or an Affiliate of the Issuer shall be considered as though they are not outstanding, except that for the purposes of determining whether the Trustee shall be protected in making such determination or relying on any such direction, waiver or consent, only Notes which a Responsible Officer of the Trustee knows pursuant to written notice (or in the case of the Issuer, by reference to the Note Register if the Trustee is also the Note Registrar) are so owned shall be so disregarded.

(g) Notwithstanding any other provisions of this Section 15.1, the Performance Guaranty may be amended in accordance with its terms.

Section 15.2 Discretion with Respect to Derivative Financial Instruments The parties to this Indenture recognize and agree that, in the course of managing its assets and obligations, the Issuer may, from time to time, find it useful and prudent to enter into, or to terminate or modify, derivative financial instruments for the purpose of hedging its interest rate risk, and the parties hereby agree that, (a) in addition to the Interest Rate Swap, the Issuer may, from time to time, enter into derivative financial instruments for the purpose of hedging the Issuer's interest rate risk and (b) the Issuer may, in its discretion, terminate, or modify, any such derivative financial instrument; provided that the Issuer shall not terminate or modify the Interest Rate Swap except as provided in this Indenture and solely in accordance with the appropriate mechanism(s) as set forth in the Interest Rate Swap, and, with respect to any derivative financial instruments, other than the Interest Rate Swap, the Issuer shall not enter into any such instruments unless the Rating Agency Condition has been satisfied with respect to and the Insurer has consented to such derivative financial instrument; provided further, however, that, so long as the Interest Rate Swap is in effect, (x) no instrument shall be entered into pursuant to clause (a) above and (y) no termination (or modification) shall be effected pursuant to clause (b) above, without the prior written consent of the Swap Counterparty if the effect of such instrument, termination (or modification) would be to adversely affect the Swap Counterparty's ability or right to receive payment under the terms of the Interest Rate Swap, or if the instrument, termination (or modification) would modify the obligations of or impair the ability of the Issuer to fully perform any of its payment obligations under the Interest Rate Swap; and provided further, however, that any termination, modification or replacement with respect to the Interest Rate Swap effected otherwise in accordance with this Indenture and the appropriate mechanism(s) as set forth in the Interest Rate Swap shall not be subject to the provisions of this Section 15.2.

Section 15.3 Limitation on Rights of the Noteholders.

(a) The death or incapacity of any Noteholder shall not operate to terminate this Indenture, nor shall such death or incapacity entitle such Noteholder's legal representatives or heirs to claim an accounting or to take any action or commence any proceeding in any court for a partition or winding up of the Collateral, nor otherwise affect the rights, obligations and liabilities of the parties hereto or any of them.

(b) Nothing herein set forth, or contained in the terms of the Notes, shall be construed so as to constitute the Noteholders from time to time as partners or members of an association;

nor shall any Noteholder be under any liability to any third person by reason of any action taken by the parties to this Indenture pursuant to any provision hereof.

Section 15.4 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING § 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT OTHERWISE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

Section 15.5 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO AND THEIR ASSIGNEES WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. INSTEAD, ANY SUCH DISPUTE RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

Section 15.6 Notices. All communications and notices hereunder shall be in writing and shall be deemed to have been duly given if personally delivered to, or transmitted by overnight courier, or transmitted by telex or telecopy and confirmed by a mailed writing:

If to the Issuer:

SIERRA TIMESHARE 2007-2 RECEIVABLES FUNDING, LLC
10750 West Charleston Boulevard
Suite 130, Mail Stop 2071
Las Vegas, Nevada 89135
Attention: President
(or such other address as may hereafter be furnished to the Trustee, the Servicer
and the Collateral Agent in writing by the Issuer).

If to the Servicer:

WYNDHAM CONSUMER FINANCE, INC.
10750 West Charleston Boulevard
Suite 130
Las Vegas, Nevada 89135
Fax: 702-227-3114
Attention: President, Treasurer and Controller

(or such other address as may hereafter be furnished to the Trustee, the Issuer and the Collateral Agent in writing by the Servicer).

If to the Trustee:

U.S. BANK NATIONAL ASSOCIATION
100 Wall Street, 16th Floor
New York, New York 10005
Fax: 212-809-5459
Attention: Structured Finance – Sierra 2007-2

(or such other address as may be furnished to the Servicer, the Issuer and the Collateral Agent in writing by the Trustee).

If to the Collateral Agent:

U.S. BANK NATIONAL ASSOCIATION
269 Technology Way
Building B, Unit 3
Rocklin, CA 95765
Fax: 916-626-3152
Attention: Structured Finance Trust Services
Re: Sierra Timeshare 2007-2 Receivables Funding, LLC

(or such other address as may be furnished in writing to the Trustee, the Issuer and the Servicer by the Collateral Agent).

If to each Rating Agency:

Fitch, Inc.
Attn: Asset-Backed Securities — Timeshare
55 East Monroe
Suite 3500
Chicago, IL 60610
Fax: 312-368-2069

(or such other address as may be furnished in writing to the Trustee, the Issuer and the Servicer).

Moody's Investors Service, Inc.
99 Church Street
New York, New York 10007
Fax: 212-553-4392

(or such other address as may be furnished in writing to the Trustee, the Issuer and the Servicer).

Standard & Poor's Ratings Group
55 Water Street
New York, New York 10041
Fax: 212-438-2655

(or such other address as may be furnished in writing to the Trustee, the Issuer and the Servicer).

If to the Swap Counterparty:

Barclays Bank PLC
5 The North Colonnade
Canary Wharf, London E14 4BB
Attention: Swaps Documentation
Fax: (+44) 207 773 6857/6858

(or such other address as may be furnished in writing to the Trustee, the Issuer and the Servicer),

with a copy to:
Barclays Bank PLC
5 The North Colonnade
Canary Wharf, London E14 4BB
Attention: Derivative Director, Legal Division (marked urgent)
Fax: (+44) 207 773 4932

If to the Insurer:

MBIA Insurance Corporation
113 King Street
Armonk, NY 10504
Attention: Manager — Insured Portfolio Management — Structured Finance
(with regards to Policy #504751)
Fax: 914-765-3810
Confirmation: 914-273-4545

(in each case in which notice or other communication to the Insurer refers to a Servicer Default, an Unmatured Servicer Default, an Event of Default or an Unmatured Event of Default, a claim on the Policy or with respect to which failure on the part of the Insurer to respond shall be deemed to constitute consent or acceptance, then a copy of such notice or other communication should also be sent to the attention of "general counsel" of the Insurer at the same address and shall be marked to indicate "URGENT MATERIAL ENCLOSED.")

All communications and notices pursuant hereto to a Noteholder will be given by first-class mail, postage prepaid, to the registered holders of such Notes at their respective address as shown in the Note Register. Any notice so given within the time prescribed in this

Indenture shall be conclusively presumed to have been duly given, whether or not the Noteholder receives such notice.

Section 15.7 Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Indenture shall for any reason whatsoever be held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Indenture and shall in no way affect the validity or enforceability of the other provisions of this Indenture or of the Notes or rights of the Noteholders thereof.

Section 15.8 Assignment. Notwithstanding anything to the contrary contained herein, except as provided in Section 12.2, this Indenture may not be assigned by the Issuer or the Servicer without the prior consent of the Majority Holders, the Insurer and the Swap Counterparty.

Section 15.9 Notes Non-assessable and Fully Paid. It is the intention of the Issuer that the Noteholders shall not be personally liable for obligations of the Issuer and that the indebtedness represented by the Notes shall be non-assessable for any losses or expenses of the Issuer or for any reason whatsoever.

Section 15.10 Further Assurances. Each of the Issuer, the Servicer and the Collateral Agent agree to do and perform, from time to time, any and all acts and to execute any and all further instruments required or reasonably requested by the Trustee more fully to effect the purposes of this Indenture, including without limitation the authorization of any financing statements, amendments thereto, or continuation statements relating to the Pledged Loans for filing under the provisions of the UCC of any applicable jurisdiction.

Section 15.11 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Trustee or the Noteholders, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of any provision hereof shall be effective unless made in writing. The rights, remedies, powers and privileges therein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

Section 15.12 Counterparts. This Indenture may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument.

Section 15.13 Third-Party Beneficiaries. This Indenture will inure to the benefit of and be binding upon the parties hereto, the Swap Counterparty, the Insurer, the Noteholders and their respective successors and permitted assigns. Except as otherwise provided in this Article XV, no other person will have any right or obligation hereunder.

Section 15.14 Actions by the Noteholders.

(a) Wherever in this Indenture a provision is made that an action may be taken or a notice, demand or instruction given by the Noteholders, such action, notice or instruction may be taken or given by any Noteholder, unless such provision requires a specific percentage of the Noteholders. If, at any time, the request, demand, authorization, direction, consent, waiver or other act of a specific percentage of the Noteholders is required pursuant to this Indenture, written notification of the substance thereof shall be furnished to all Noteholders.

(b) Any request, demand, authorization, direction, consent, waiver or other act by a Noteholder binds such Noteholder and every subsequent holder of such Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done or omitted to be done by the Trustee, the Issuer or the Servicer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 15.15 Merger and Integration. Except as set forth in the Trustee Fee Letter, and except as specifically stated otherwise herein, this Indenture and the other Transaction Documents set forth the entire understanding of the parties relating to the subject matter hereof, and, except as set forth in such Trustee Fee Letter, all prior understandings, written or oral, are superseded by this Indenture and the other Transaction Documents. This Indenture may not be modified, amended, waived or supplemented except as provided herein.

Section 15.16 No Bankruptcy Petition. The Trustee, the Insurer, the Servicer, the Collateral Agent, each Noteholder, by accepting a Note, and each beneficial owner of a Note or any interest therein, hereby covenant and agree that they will not at any time institute against the Issuer, the Depositor, or Sierra 2002, or join in instituting against the Issuer, the Depositor, or Sierra 2002, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any Debtor Relief Law until one year and one day after such time as all of the Issuer, the Depositor, and Sierra 2002 have paid in full all indebtedness owed by such Person. The provisions of this Section 15.16 will survive any termination of this Agreement.

Section 15.17 Headings. The headings herein are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

IN WITNESS WHEREOF, the Issuer, the Servicer, the Trustee and the Collateral Agent have caused this Indenture to be duly executed by their respective officers as of the day and year first above written.

SIERRA TIMESHARE 2007-2 RECEIVABLES FUNDING, LLC,
as Issuer

By: /s/ Mark A. Johnson
Name: Mark A. Johnson
Title: President

WYNDHAM CONSUMER FINANCE, INC.,
as Servicer

By: /s/ Mark A. Johnson
Name: Mark A. Johnson
Title: President

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By: /s/ Patricia O'Neil
Name: Patricia O'Neil
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: /s/ Cheryl Whitehead
Name: Cheryl Whitehead
Title: Vice President

[Signature page for Indenture and Servicing Agreement]

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EXHIBITS

SCHEDULES

1. Schedule of Trustee's fees.
2. List of Lockbox Banks.
3. Schedule for Collateral Agent's and Custodian's Fees

Exhibit 10.2

FIRST AMENDMENT
Dated as of October 30, 2007

TO

MASTER INDENTURE AND SERVICING AGREEMENT
Amended and Restated as of July 7, 2006

This FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER INDENTURE AND SERVICING AGREEMENT (this "Amendment"), dated as of October 30, 2007, is among SIERRA TIMESHARE CONDUIT RECEIVABLES FUNDING, LLC, a limited liability company formed under the laws of the State of Delaware, as Issuer (the "Issuer"), WYNDHAM CONSUMER FINANCE, INC., a Delaware corporation, as Master Servicer (the "Master Servicer"), U.S. BANK NATIONAL ASSOCIATION, a national banking association, not in its individual capacity, but solely as Trustee (in such capacity, the "Trustee") under the Master Indenture and Servicing Agreement, dated as of August 29, 2002 and amended and restated as of July 7, 2006 (the "Agreement"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Collateral Agent (the "Collateral Agent").

WHEREAS the Issuer, the Master Servicer, the Trustee and the Collateral Agent have executed the Agreement and capitalized terms used in this Amendment and not otherwise defined shall have the meanings assigned to such terms in the Agreement;

WHEREAS, the Issuer, the Master Servicer, the Trustee and the Collateral Agent wish to amend the Agreement in accordance with subsection 13.1(b) of the Agreement;

NOW THEREFORE, in consideration of the premises and the agreements contained herein, the parties hereto agree as follows:

EFFECTIVE DATE

To the extent any of the provisions of this Amendment amend, revise or otherwise change the terms of the Agreement, such amendments, revisions and other changes shall be effective as of October 31, 2007 (the "Effective Date"). References to "hereby amended," "hereby added," "hereby deleted" and similar phrases shall refer to the Effective Date.

ARTICLE I

AMENDMENTS

Section 1.01. Deletion of Definitions. The following definitions are hereby deleted from the Agreement in their entirety as follows:

"FRI" shall mean Fairfield Resorts, Inc., a Delaware corporation and its successors and assigns.

"Trendwest" shall mean Trendwest Resorts, Inc., an Oregon corporation and its successors and assigns.

Section 1.02. Amendment of Definitions. The definition of "Corporate Trust Office" is hereby amended to read in its entirety as follows:

"Corporate Trust Office" shall mean the office of the Trustee at which at any particular time its corporate trust business is administered, which office at the date of the appointment of Wells Fargo Bank, National Association as Trustee hereunder is located at MAC N9311-161, Sixth Street and Marquette Avenue, Minneapolis, MN 55479, Attention: Corporate Trust Services—Asset-Backed Administration.

Section 1.03. Addition of Definitions. The following definitions are hereby added to the Agreement to read in their entirety as follows:

"WRDC" shall mean Wyndham Resort Development Corporation, an Oregon corporation and its successors and assigns.

"WVRI" shall mean Wyndham Vacation Resorts, Inc., a Delaware corporation and its successors and assigns.

Section 1.04. References. References to "FRI" in this Agreement, shall, for all purposes be replaced and restated as "WVRI." References to "Trendwest" in this Agreement, shall, for all purposes be replaced and restated as "WRDC."

Section 1.05. Registration of Transfer and Exchange of Notes. Section 2.5(b) is hereby amended to read in its entirety as follows:

(b) The Note Registrar will maintain at its expense in Minneapolis, Minnesota, an office or agency where Notes may be surrendered for registration of transfer or exchange (except that Bearer Notes may not be surrendered for exchange at any such office or agency in the United States or its territories and possessions).

Section 1.06. Matters Related to Successor Master Servicer. Section 10.6 of the Agreement is hereby amended by the addition of the following paragraph at the end of such section:

Neither the Trustee nor any other successor Master Servicer hereunder shall have any obligation for any action or failure to act on the part of any predecessor Master Servicer including any prior actions or failure to act by any Subservicer engaged under any Subservicing Agreement entered into by the predecessor Master Servicer.

Section 1.07. Amendment of Section 11.4 and Section 11.6. Section 11.4 and Section 11.6 of the Agreement are hereby amended by replacing all references therein to Wachovia Bank, National Association with Wells Fargo Bank, National Association.

Section 1.08 Amendment of Section 11.7 and Appointment of Trustee. Section 11.7 of the Agreement is hereby amended by the addition of the following provision at the end thereof:

(e) Without regard to or compliance with the foregoing provisions of Section 11.7, as of October 31, 2007, subject to the provisions of Section 11.8, Wells Fargo Bank, National Association is hereby appointed by the Issuer and by the Master Servicer as Trustee to replace U.S. Bank National Association under this Agreement and under all Supplements hereto. Upon delivery by Wells Fargo Bank, National Association of an instrument accepting such appointment as described in Section 11.8, U.S. Bank National Association shall thereupon be removed as Trustee as provided in Section 11.8 and Wells Fargo Bank, National Association shall become fully vested with all rights, powers, duties and obligations of the Trustee as provided in Section 11.8.

Section 1.09 Change of Office. Section 11.15 of this Agreement is hereby amended and restated to read in its entirety as follows:

Section 11.15 Maintenance of Office or Agency. The Trustee appointed as provided in Section 11.07(e) will maintain at its expense in Minneapolis, Minnesota, an office or offices or agency or agencies where notices and demands to or upon the Trustee in respect of the Notes and this Agreement may be served, and such successor Trustee will give prompt written notice to the Issuer, the Master Servicer and the Noteholders of any change in the location of any such office or agency.

Section 1.10. No Assessment. Section 11.16 is hereby amended by replacing all references therein to Wachovia Bank, National Association with Wells Fargo Bank, National Association.

Section 1.11. Amendment. Section 13.1(e) of the Agreement is hereby amended and restated to read in its entirety as follows:

(e) Reference in Notes to Amendments and Supplemental Indentures. Notes executed, authenticated and delivered after the execution of any amendment or supplemental indenture pursuant to this Section 13.1 may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such amendment or supplemental indenture. If the Issuer shall so determine, new Notes, so modified as to conform in the opinion of the Issuer to any such amendment or supplemental indenture, may be prepared and executed by the Issuer and authenticated

and delivered by the Trustee or its authenticating agent in exchange for outstanding Notes.

Section 1.12. Notices. Upon the acceptance by Wells Fargo Bank, National Association of the appointment as Trustee under the Agreement, the address of the Trustee in Section 13.5 of the Agreement is hereby amended by and restated to read in its entirety as follows:

If to the Trustee:

WELLS FARGO BANK, NATIONAL ASSOCIATION
Sixth & Marquette
MAC N9311-161
Minneapolis, Minnesota 55479
Fax: 612-667-3464
Attention: Corporate Trust Services Asset-Backed Administration

(or such other address as may be furnished to the Master Servicer, the Issuer and the Collateral Agent in writing by the Trustee).

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.01 Supplement in Full Force and Effect as Amended. Except as specifically stated herein, all of the terms and conditions of the Agreement, as amended and restated as of July 7, 2006 shall remain in full force and effect. This Amendment shall not constitute a novation of the Agreement, but shall constitute an amendment thereto. The parties hereto agree to be bound by the terms and obligations of the Agreement, as amended by this Amendment, as though the terms and obligations of the Agreement were set forth herein.

Section 2.02 Counterparts. This Amendment may be executed in two or more counterparts, and by different parties on separate counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 2.03 Governing Law. THIS AMENDMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

IN WITNESS WHEREOF, the Issuer, the Master Servicer, the Trustee and the Collateral Agent have caused this Amendment to be duly executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

SIERRA TIMESHARE CONDUIT RECEIVABLES FUNDING, LLC,
as Issuer

By: /s/ Mark A. Johnson
Name: Mark A. Johnson
Title: President

WYNDHAM CONSUMER FINANCE, INC.,
as Master Servicer

By: /s/ Mark A. Johnson
Name: Mark A. Johnson
Title: President

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: /s/ Cheryl Whitehead
Name: Cheryl Whitehead
Title: Vice President

[Signature page for First Amendment to Master Indenture]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ Patricia O'Neil
Name: Patricia O'Neil
Title: Vice President

[Signature page for First Amendment to Master Indenture]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as successor Trustee

By: /s/ Benjamin J. Krueger
Name: Benjamin J. Krueger
Title: Vice President

[Signature page for First Amendment to Master Indenture]

Exhibit 10.3

SECOND AMENDMENT
Dated as of October 30, 2007

TO

SERIES 2002-1 SUPPLEMENT TO MASTER INDENTURE
AND SERVICING AGREEMENT
Amended and Restated as of July 7, 2006

This SECOND AMENDMENT TO THE AMENDED AND RESTATED SERIES 2002-1 SUPPLEMENT TO MASTER INDENTURE AND SERVICING AGREEMENT (this "Amendment"), dated as of October 30, 2007, is among SIERRA TIMESHARE CONDUIT RECEIVABLES FUNDING, LLC, a limited liability company formed under the laws of the State of Delaware, as Issuer (the "Issuer"), WYNDHAM CONSUMER FINANCE, INC., a Delaware corporation, as Master Servicer (the "Master Servicer"), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, (as successor to U.S. Bank National Association) not in its individual capacity, but solely as Trustee (in such capacity, the "Trustee") under the Master Indenture and Servicing Agreement, dated as of August 29, 2002 and amended and restated as of July 7, 2006 (as amended on the date hereof by the First Amendment thereto and as further amended from time to time, the "Agreement"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Collateral Agent (the "Collateral Agent").

WHEREAS the Issuer, the Master Servicer, U.S. Bank National Association, as the predecessor trustee and the Collateral Agent have executed the Series 2002-1 Supplement to Master Indenture and Servicing Agreement, dated as of August 29, 2002 and amended and restated as of July 7, 2006, as amended on November 13, 2006 (the "Indenture Supplement") and capitalized terms used in this Amendment and not otherwise defined shall have the meanings assigned to such terms in the Indenture Supplement;

WHEREAS, the Issuer, the Master Servicer, the Trustee and the Collateral Agent wish to amend the Indenture Supplement in accordance with subsection 13.1(b) of the Agreement;

NOW THEREFORE, in consideration of the premises and the agreements contained herein, the parties hereto agree as follows:

EFFECTIVE DATE

To the extent any of the provisions of this Amendment amend, revise or otherwise change the terms of this Agreement, such amendments, revisions and other changes shall be effective as of October 31, 2007 (the "Effective Date"). References to "hereby amended," "hereby added," "hereby deleted" and similar phrases shall refer to the Effective Date.

ARTICLE I

AMENDMENTS

Section 1.01. Amendments Relating to Definitions. Each of the following definitions contained in Section 2.01 of the Indenture Supplement is hereby amended to read in its entirety as follows or, if such definition is not included in the Indenture Supplement is hereby added to the Indenture Supplement:

"Business Day," for purposes of this Supplement, shall mean any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in New York, New York, Las Vegas, Nevada, or the city in which the Corporate Trust Office of the Trustee is located, are authorized or obligated by law or executive order to be closed or (iii) a day on which banks in London are closed.

"Club Wyndham Access Loan" means any Series 2002-1 Pledged Loan which provides financing for the purchase of a membership interest in the PTVO Owners Association.

"Club Wyndham Access Loan Excess Amount" means, at any time, the amount by which (i) the sum of the Loan Balances for all Series 2002-1 Pledged Loans which are Club Wyndham Access Loans exceeds (ii) 10% of the Series 2002-1 Adjusted Loan Balance.

"Defective Loan" means (i) any Series 2002-1 Pledged Loan which is a Defective Loan as such term is defined in the Purchase Agreement under which such Series 2002-1 Pledged Loan was sold to the Depositor or (ii) any Series 2002-1 Pledged Loan which is a Missing Documentation Loan.

"Documents in Transit Excess Amount" means, at any time, the amount by which (i) the sum of the Loan Balances for all Series 2002-1 Pledged Loans which are Documents in Transit Loans exceeds (ii) 15% of the Series 2002-1 Adjusted Loan Balance.

"Excess Concentration Amount" means, on any day, an amount equal to the sum of (i) the Non-US Excess Amount, (ii) the Green Loans Excess Amount, (iii) Delayed Completion Green Loans Excess Amount, (iv) the New Seller Excess Amount, (v) the Transition Period Excess Amount, (vi) the Large Loans Excess Amount, (vii) the State Concentration Excess Amount, (viii) the Documents in Transit Excess Amount, (ix) the Fixed Week Excess Amount, (x) the Extended Term Excess Amount, (xi) the Club Wyndham Access Loan Excess Amount, (xii) the Presidential Reserve Loan Excess Amount and (xiii), if required under subsection 7.01(d), the California Excess Amount.

"Extended Term Excess Amount" means, at any time, the amount by which (i) the sum of the Loan Balances for all Series 2002-1 Pledged Loans which have an original term greater than 120 months exceeds (ii) 7.5% of the Series 2002-1 Adjusted Loan Balance.

"Facility Limit" means $1,200,000,000 as such amount may be reduced from time to time in accordance with Section 4.08 hereof and the Note Purchase Agreement or increased in accordance with Section 4.09 hereof and the Note Purchase Agreement.

"Green Loans Excess Amount" means, the sum of the Six-Month Green Loan Excess Amount and the Twelve-Month Green Loan Excess Amount.

"Green Loan Reserve Percentage" for any Payment Date means with respect to any Green Loan:

(i) 0% if such Green Loan as of such Payment Date is a Six-Month Green Loan or is a Delayed Completion Green Loan;

(ii) 50% if such Green Loan as of such Payment Date is a Twelve-Month Green Loan; and

(iii) 100% if such Green Loan as of such Payment Date is a Twelve Month Plus Green Loan;

provided, however, that, if as of such Payment Date a Twelve-Month Green Loans Excess Amount exists, the Green Loan Reserve Percentage applicable to a portion of the Twelve-Month Green Loans equal to the Twelve-Month Green Loans Excess Amount shall be 0%.

"Mandatory Redemption Date" means December 15, 2010.

"Monthly Trustee Fee" means, in respect of any Due Period, the sum of $1,000.

"Maturity Date" means October 31, 2024.

"Presidential Reserve Loan" means any Series 2002-1 Pledged Loan which provides financing for the purchase of an UDI in a Timeshare Property Regime at a Resort in which all or a portion of the units comprising such Timeshare Property Regime are designated as Presidential Reserve units and in respect of which units the owners have preferential reservation rights.

"Presidential Reserve Loan Excess Amount" means, at any time, the amount by which (i) the sum of the Loan Balances for all Series 2002-1 Pledged Loans which are Presidential Reserve Loans exceeds (ii) 10% of the Series 2002-1 Adjusted Loan Balance.

"Reserve Required Amount" as of the Closing Date means $8,403,837.12 and (i) thereafter so long as no Amortization Event has occurred, means as of each Payment Date an amount equal to the greater of (x) 2.0% of the Series 2002-1 Aggregate Loan Balance as of the end of the prior Due Period or (y) the Estimated Fees, plus, in either case (A) $150,000 related to any indemnification of the Trustee pursuant to Section 11.5 of the Agreement and (B) an amount

equal to the sum of the Green Loan Reserve Percentage of the Loan Balance for each Series 2002-1 Pledged Loan which is a Green Loan multiplied by the applicable Advance Rate for such Loan and (ii) from and after the first Payment Date following an Amortization Event, the Reserve Required Amount shall be $0.

"Six- Month Green Loans" means Green Loans which finance a Timeshare Property related to a Resort which has a scheduled completion date not more than six months after the end of the Due Period for which the determination is made and which are not Delayed Completion Green Loans.

"Six-Month Green Loans Excess Amount" means, at any time, the sum of (a) an amount by which (i) the sum of the Loan Balances for all Series 2002-1 Pledged Loans which are Six- Month Green Loans exceeds (ii) ten percent (10%) of the Series 2002-1 Adjusted Loan Balance of the Series 2002-1 Pledged Loans.

"Twelve-Month Green Loans" means Green Loans which finance a Timeshare Property related to a Resort which has a scheduled completion date more than six months but not more than 12 months after the end of the Due Period for which the determination is made and which are not Delayed Completion Green Loans.

"Twelve-Month Green Loans Excess Amount" means, at any time, the sum of (a) an amount by which (i) the sum of the Loan Balances for all Series 2002-1 Pledged Loans which are Twelve-Month Green Loans exceeds (ii) five percent (5%) of the Series 2002-1 Adjusted Loan Balance of the Series 2002-1 Pledged Loans.

"Twelve-Month Plus Green Loans" means Green Loans which finance a Timeshare Property related to a Resort which has a scheduled completion date more than 12 months after the end of the Due Period for which the determination is made and which are not Delayed Completion Green Loans.

"WorldMark Loans" means Series 2002-1 Pledged Loans originated by WRDC.

"Wyndham Loans" means Series 2002-1 Pledged Loans sold to the Depositor by Wyndham excluding WorldMark Loans.

Section 1.02. Deletion of Definition. The definition of "Trendwest Loans" is hereby deleted in its entirety.

Section 1.03. Authorized Amount. Subsection (a) of Section 4.02 of the Indenture Supplement is hereby amended to add the following sentence at the end thereof:

The outstanding principal amount of the Notes as of October 31, 2007 and the Class Facility Limit for each Class shall be as provided in Schedule 1 to this Supplement and the outstanding principal amount of the respective Notes shall be increased from time to time as provided in Section 4.07 of this Supplement and reduced as principal payments are made on such Notes from time to time.

Section 1.04 Extension of Maturity Date and Addition of Mandatory Redemption Date.

The first paragraph of subsection (a) of Section 4.03 of the Indenture Supplement shall be and hereby is amended to read in its entirety as follows:

(a) Principal. The Notes shall have a Maturity Date of October 31, 2024.

Section 4.03(a) of the Indenture Supplement is hereby further amended by the addition of the following:

The Series 2002-1 Notes shall be subject to mandatory redemption in whole by the Issuer on the Mandatory Redemption Date and the entire principal amount shall be due and payable on such date unless such redemption is waived in writing prior to the Mandatory Redemption Date by the Holders of 100% of the Notes which would be outstanding on such Mandatory Redemption Date.

Section 1.05. Transfer Restrictions. Clause (2) of Section 4.11 of the Indenture Supplement is hereby amended to read in its entirety as follows:

(1) No more than ten Notes, each of which shall be issued to a single Class, shall be issued and outstanding at any time.

Section 1.06. Collection Account. Clause (iii) of Section 6.05(c) of the Indenture Supplement is hereby amended to read in its entirety as follows:

shall mature one Business Day prior to the next Payment Date, in order to ensure that funds on deposit therein will be available on such Payment Date.

Section 1.07. Reserve Account. Clause (iii) of Section 6.06(f) of the Indenture Supplement is hereby amended to read in its entirety as follows:

shall mature one Business Day prior to the next Payment Date.

Section 1.08. Hedge Agreement. Section 6.07(b) of the Indenture Supplement is hereby amended to read in its entirety as follows:

(b) the Issuer shall, as of each Payment Date, cause the notional amount of the Hedge Agreement to be adjusted to reflect any increase or decrease in the Notes Principal Amount as of such Payment Date so that the adjusted notional amount of the Hedge Agreement shall on each Payment Date be an amount equal to 90% of the Notes Principal Amount; the Issuer shall also, as of each Payment Date adjust the Hedge Agreement to reflect the Required Cap Rate, adjustments to the termination date of the Hedge Agreement in accordance with subsection (c) of this Section 6.07 and adjustments to the the amortization schedule under the Hedge Agreement in accordance with subsection (a) of this Section 6.07 following the addition and release of Series 2002-1 Pledged Loans as

of each Payment Date; any additional Premium due for the adjustments to the interest rate cap shall be paid as a Net Hedge Payment under Provision THIRD of Section 6.01;

Section 1.09. Amendments Relating to Amortization Events

(a) Clause (b) of Section 9.01 of the Indenture Supplement is hereby amended and restated to read in its entirety as follows:

(b) the Issuer fails to pay in full the principal of the Series 2002-1 Notes on or before the earlier of the Mandatory Redemption Date (unless such redemption has been waived) and the Maturity Date and such failure continues for two Business Days; provided, however, that if the Issuer has made deposits of Collections to the Collection Account in an amount sufficient to make such payment in accordance with the Priority of Payments, but such payment cannot be timely made as a result of a circumstances beyond the Issuer's and the Master Servicer's control, the grace period shall be extended to three Business Days;

(b) Clause (h) of Section 9.01 of the Indenture Supplement is hereby amended and restated to read in its entirety as follows:

(h) the Gross Excess Spread for any Due Period ending on or prior to October 31, 2008, is less than 4.50% for any due Period; for Due Periods ending after October 31, 2008 this provision shall not apply; except that if any Alternate Investor or Conduit does not extend its Liquidity Termination Date on or before October 31, 2008, this provision shall continue to apply;

(c) The provision immediately following clause (p) in Section 9.01 of the Indenture Supplement is hereby amended and restated to read in its entirety as follows:

then, in the case of an event described in any clause except clause (c) of the Events of Default in Section 10.01, or clause (l) above, the Deal Agent at the direction of the Majority Facility Investors, or, with respect to an event described in clause (j) or (k), the Deal Agent, at the direction of any Class Agent or, with respect to clause (h) if such provision applies after October 31, 2008, the Deal Agent at the direction of the Class Agent or Class Agents which have not extended their Liquidity Termination Dates to a date on or after October 31, 2008, by notice given in writing to the Issuer, the Master Servicer and the Trustee, may declare that an Amortization Event has occurred as of the date of such notice and, in the case of any event described in clause (c) of the Events of Default in Section 10.01, or clause (l) of this Section 9.01, an Amortization Event will occur immediately upon the occurrence of such event without any notice or other action on the part of the Deal Agent, the Trustee or any other entity.

Section 1.10. Amendment, Deletion and Replacement of Certain Terms. The Agreement is hereby amended by deleting all references to "Trendwest" therein and inserting in their place "WRDC."

Section 1.11. Amendment to Exhibit C and Authentication and Delivery of Notes Exhibit C to the Indenture Supplement is hereby amended and restated to read as provided in Schedule 1 to this Amendment. On or after the date of this Amendment, the Trustee, as provided in Section 2.5 of the Agreement and subject to the restrictions set forth in the Agreement and the Indenture Supplement, at the request of the respective Registered Noteholders and at the direction of the Issuer, shall authenticate, register and deliver in exchange for outstanding Notes or as additional Notes, Notes in the amounts and registered as provided in Exhibit C.

Section 1.12. Amendment of Section 12.08. Section 12.08 of the Indenture Supplement is hereby amended and restated to read in its entirety as follows:

Section 12.08. Rating Agency Review. The Issuer hereby agrees that if the Issuer elects to maintain the ratings on the Series 2002-1 Notes on and after the Liquidity Termination Date in 2008, the Issuer shall prior to the Liquidity Termination Date in 2008 submit the Series 2002-1 Notes for review to each Rating Agency then maintaining a rating on the Series 2002-1 Notes.

Section 1.13. Notice of Changes in the Hedge Agreement. The Indenture Supplement is hereby amended to add the following Section 12.09:

Section 12.09. Changes in the Hedge Agreement. The Issuer agrees that it will notify each Rating Agency then maintaining a rating on the Series 2002-1 Notes of any amendments to the Hedge Agreement.

MISCELLANEOUS PROVISIONS

Section 2.01 Supplement in Full Force and Effect as Amended. Except as specifically stated herein, all of the terms and conditions of the Agreement and the Indenture Supplement, as amended and restated as of July 7, 2006, and as amended by the First Amendment thereto, shall remain in full force and effect. All references to the Indenture Supplement in any other document or instrument shall be deemed to mean the Indenture Supplement, as amended and supplemented by this Amendment. This Amendment shall not constitute a novation of the Agreement or the Indenture Supplement, but shall constitute an amendment thereto. The parties hereto agree to be bound by the terms and obligations of the Indenture Supplement, as amended by this Amendment, as though the terms and obligations of the Indenture Supplement were set forth herein.

Section 2.02 Counterparts. This Amendment may be executed in two or more counterparts, and by different parties on separate counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 2.03 Governing Law. THIS AMENDMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

IN WITNESS WHEREOF, the Issuer, the Master Servicer, the Trustee and the Collateral Agent have caused this Amendment to be duly executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

SIERRA TIMESHARE CONDUIT RECEIVABLES FUNDING, LLC,
as Issuer

By: /s/ Mark A. Johnson
Name: Mark A. Johnson
Title: President

WYNDHAM CONSUMER FINANCE, INC.,
as Master Servicer

By: /s/ Mark A. Johnson
Name: Mark A. Johnson
Title: President

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Benjamin J. Krueger
Name: Benjamin J. Krueger
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: /s/ Al Lusanaxay
Name: Al Lusanaxay
Title: Operations/Site Manager

[Signature Page to Second Amendment to Series 2002-1 Supplement to Master Indenture and Servicing Agreement]

SCHEDULE 1

Class	Percent of Principal Amount And Class Facility Limit	Principal Amount as of October 31, 2007
BANK OF AMERICA, N.A., as agent for the members of the Class of which YC SUSI Trust and Bank of America, N.A are members	13.02083% $ 156,250,000	$ 120,084,130.69
CITICORP NORTH AMERICA, INC., as agent for the members of the Class of which Ciesco LLC and Citibank, N.A. are members	9.37500% $ 112,500,000	$ 86,460,574.10
JPMORGAN CHASE BANK, N.A., as agent for the members of the Class of which Falcon Asset Securitization Company LLC and JPMorgan Chase Bank, N.A. are members	10.41667% $ 125,000,000	$ 96,067,304.55
CREDIT SUISSE, NEW YORK BRANCH, as agent for the members of the Class of which Alpine Securitization Corp. and Credit Suisse, New York Branch are members	10.41667% $ 125,000,000	$ 96,067,304.55
THE ROYAL BANK OF SCOTLAND, as agent for the members of the Class of which Thames Asset Global Securitization No. 1, Inc. is the member	10.41667% $ 125,000,000	$ 96,067,304.55
DEUTSCHE BANK AG, NEW YORK BRANCH, as agent for the members of the Class of which Saratoga Funding Corp., LLC and Deutsche Bank AG, New York Branch are members	10.83333% $ 130,000,000	$ 99,909,996.73
BARCLAYS BANK PLC, as agent for the members of the Class of which Sheffield Receivables Corporation and Barclays Bank PLC are members	10.41667% $ 125,000,000	$ 96,067,304.55
THE BANK OF NOVA SCOTIA, as agent for the members of the Class of which Liberty Street Funding Corp. and The Bank of Nova Scotia are members	9.37500% $ 112,500,000	$ 86,460,574.10
THE BANK OF TOKYO-MITSUBISHI, UFJ, LTD., New York Branch as agent for the members of the Class of which Victory Receivables Corporation is the member	7.81250% $ 93,750,000	$ 72,050,478.41
MIZUHO CORPORATE BANK, LTD., as agent for the members of the Class of which Advantage Asset Securitization Corp. and Mizuho Corporate Bank Ltd are members	7.91667% $ 95,000,000	$ 73,011,151.46
TOTAL	100.000% Facility Limit: $1,200,000,000	$ 922,246,123.69

Note R-:

Registered to:

BANK OF AMERICA, N.A., as agent for the members of the Class of which YC SUSI Trust and Bank of America, N.A are members

Principal Amount on October 31, 2007: $120,084,130.69

Maximum Principal Amount: Applicable Class Facility Limit

Account for payments: Deutsche Bank, New York
ABA #: 021 001 033
For the Account of BTCO as Depository for RCC
Account: 00 384 710
Ref: Receivables Capital — Sierra Receivables
Attn: Stacy Coulon

Note R-:

Registered to:

CREDIT SUISSE, NEW YORK BRANCH, as agent for the members of the Class of which Alpine Securitization Corp. and Credit Suisse, New York Branch are members

Principal Amount on October 31, 2007: $96,067,304.55

Maximum Principal Amount: Applicable Class Facility Limit

Payment Instructions: Accounts for Payments: Bank of New York
ABA Number: 021-000-018
Account Number: 890-038-7025
Attention: M. Townsend
Reference: Sierra

Note R-:

Registered to:

THE BANK OF NOVA SCOTIA, as agent for the members of the Class of which Liberty Street Funding Corp. and The Bank of Nova Scotia are members

Principal Amount on October 31, 2007: $86,460,574.10

Maximum Principal Amount: Applicable Class Facility Limit

Payment Instructions: Liberty Street Funding Corp. (Sierra Funding)
ABA #: 026002532
Account Number: 215813
Attention: Vilma Pindling

Note R-:

Registered to:

JPMORGAN CHASE BANK, N.A., as agent for the members of the Class of which Falcon Asset Securitization Company LLC and JPMorgan Chase Bank, N.A. are members

Principal Amount on October 31, 2007: $96,067,304.55

Maximum Principal Amount: Applicable Class Facility Limit

Payment Instructions: Falcon Asset Securitization Company LLC
JPMorgan Chase Bank, N.A.
ABA # 021000021
Account Number: 5114810
Swift address: CHASUS33XXX
Reference: Sierra Funding

Note R- :

Registered to:

DEUTSCHE BANK AG, NEW YORK BRANCH, as agent for the members of the Class of which Saratoga Funding Corp., LLC and Deutsche Bank AG, New York Branch are members

Principal Amount on October 31, 2007: $99,909,996.73

Maximum Principal Amount: Applicable Class Facility Limit

Payment Instructions: Deutsche Bank, NY
ABA #: 026003780
Account Number: 10-581587-0008
Account Name: Saratoga Funding Corp.
Attention: Siegfried Radar Ph: 212-474-7737
Reference: Sierra 2002-1

Note R- :

Registered to:

THE ROYAL BANK OF SCOTLAND, as agent for the members of the Class of which Thames Asset Global Securitization No. 1, Inc. is the member

Principal Amount on October 31, 2007: $96,067,304.55

Maximum Principal Amount: Applicable Class Facility Limit

Payment Instructions: Account for payments:
J.P. Morgan Chase Bank
Clearing Code: CHASUS33
Account of: RBS (RBOSGB2L)
Account No.: CORFUN USDC
Ref: Favour – Cortina Funding Inc.

Note R- :

Registered to:

THE BANK OF TOKYO-MITSUBISHI, UFJ, LTD., New York Branch, as agent for the members of the Class of which Victory Receivables Corporation is the member

Principal Amount on October 31, 2007: $72,050,478.41

Maximum Principal Amount: Applicable Class Facility Limit

Account for payments: Deutsche Bank Trust Company Americas
ABA: 021-001-033
Account Number: 01419647
Ref: Victory Receivables/Sierra Timeshare
Attn: Kristy Yee

Note R- :

Registered to:

CITICORP NORTH AMERICA, INC., as agent for the members of the Class of which Ciesco LLC and Citibank, N.A. are members

Principal Amount on October 31, 2007: $86,460,574.10

Maximum Principal Amount: Applicable Class Facility Limit

Account for payments:
ABA: 021-000-089
For Account #: 40636636
Account Name: CIESCO Redemption Account
Attention: Robert Kohl
Reference: CIESCO

Note R- :

Registered to:

BARCLAYS BANK PLC, as agent for the members of the Class of which Sheffield Receivables Corporation and Barclays Bank PLC are members.

Principal Amount on October 31, 2007: $96,067,304.55

Maximum Principal Amount: Applicable Class Facility Limit

Account for payments:

ABA: 026-002-574
For Account #: 050791516
Account Name: Sheffield (Barclays)
Attention: Kartik Natarajan
Reference: Sheffield 4 (2) Funding Account

Note R- :

Registered to:

MIZUHO CORPORATE BANK, LTD, as agent for the members of the Class of which Advantage Asset Securitization Corp. and Mizuho Corporate Bank, Ltd. are members

Principal Amount on October 31, 2007: $73,011,151.46

Maximum Principal Amount: Applicable Class Facility Limit

Account for payments:

ABA: 021-000-018
For Account #: 211705
Account Name: Advantage (Mizuho)
Attention: Tammy Lou
Reference: Advantage for further credit to 23330 Sierra 2002

Exhibit 10.4

MASTER LOAN PURCHASE AGREEMENT

Dated as of August 29, 2002

Amended and Restated as of October 30, 2007

by and between

WYNDHAM CONSUMER FINANCE, INC.,
as Seller

SIERRA DEPOSIT COMPANY, LLC,
as Purchaser

and

THE ORIGINATORS,
from time to time party hereto

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MASTER LOAN PURCHASE AGREEMENT

THIS MASTER LOAN PURCHASE AGREEMENT (this "Agreement"), dated as of August 29, 2002, as amended and restated as of October 30, 2007, is made by and between WYNDHAM CONSUMER FINANCE, INC., a Delaware corporation, as seller (the "Seller"), WYNDHAM VACATION RESORTS, INC. (formerly known as Fairfield Resorts, Inc.) a Delaware corporation, as an originator ("WVRI"), WYNDHAM RESORT DEVELOPMENT CORPORATION (formerly known as Trendwest Resorts, Inc.) an Oregon corporation, as an originator ("WRDC"), FAIRFIELD MYRTLE BEACH, INC., a Delaware corporation and a wholly-owned subsidiary of WVRI, as an originator ("FMB"), KONA HAWAIIAN VACATION OWNERSHIP, LLC, a Hawaiian limited liability company, as an originator ("Kona"), SHAWNEE DEVELOPMENT, INC., a Pennsylvania corporation, as an originator ("SDI"), EASTERN RESORTS COMPANY, LLC, a Rhode Island limited liability company ("EASTERN RESORTS"), as an originator, BHV DEVELOPMENT, INC., a Delaware corporation, as an originator ("BHV"), SEA GARDENS BEACH AND TENNIS RESORT, INC., a Florida corporation, as an originator ("Sea Gardens"), VACATION BREAK RESORTS, INC., a Florida corporation, as an originator ("VBR"), VACATION BREAK RESORTS AT STAR ISLAND, INC., a Florida corporation, as an originator ("VBRS") (each of Sea Gardens, VBR and VBRS being wholly-owned subsidiaries of Vacation Break, USA, Inc., a wholly-owned subsidiary of WVRI), PALM VACATION GROUP, a Florida general partnership, as an originator ("PVG"), OCEAN RANCH VACATION GROUP, a Florida general partnership, as an originator ("ORVG") (each of Sea Gardens, VBR, VBRS, PVG and ORVG are hereinafter collectively referred to as the "VB Subsidiaries" and PVG and ORVG are hereinafter collectively referred to as the "VB Partnerships") and SIERRA DEPOSIT COMPANY, LLC, a Delaware limited liability company, as purchaser (hereinafter referred to as the "Purchaser" or the "Company").

RECITALS

WHEREAS, WVRI, WRDC, FMB, Kona, SDI, Eastern Resorts, BHV and the VB Subsidiaries have originated certain Loans in connection with the sale to Obligors of Timeshare Properties at various Resorts;

WHEREAS, in the ordinary course of their businesses, WVRI purchases or will purchase directly or indirectly from FMB, Kona, SDI, Eastern Resorts, BHV and the VB Subsidiaries, and the Seller purchases or will purchase from WVRI and WRDC, certain Loans and related property (including an interest in the Timeshare Properties underlying such Loans);

WHEREAS, each of WVRI, WRDC, FMB, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries, the Seller and the Company wishes to enter into this Agreement and the related Master Loan Purchase Agreement Supplement for each Series of Notes (each, a "PA Supplement") in order to, among other things, effect the sale to the Company on the related Closing Date of Initial Loans and related Transferred Assets that the Seller owns as of the close of business on the related Cut-Off Date, and the sale to the Company of Additional Loans (including Additional Upgrade Balances) and related Transferred Assets that the Seller will own from time to time thereafter as of the close of business on the related Addition Cut-Off Dates; and

WHEREAS, the Company intends to transfer and assign the Loans and related Transferred Assets to the various Issuers, which will then grant security interests in the Loans and related Transferred Assets to the Collateral Agent on behalf of the various Trustees and the holders of Notes issued from time to time pursuant to an Indenture and Servicing Agreement.

NOW, THEREFORE, in consideration of the purchase price set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

EFFECTIVE DATE

This Amended and Restated Master Loan Purchase Agreement has been dated, executed and delivered on October 30, 2007, however, to the extent the provisions hereof amend, revise or otherwise change the terms of the Master Loan Purchase Agreement dated as of August 29, 2002 as amended and restated and as further amended prior to the date hereof, such amendments, revisions and other changes contained herein shall become effective on October 31, 2007 (the "Effective Date").

Section 1. Definitions.

Whenever used in this Agreement, the following words and phrases shall have the following meanings:

"Acquired Portfolio Loan" shall mean a loan (which shall be a loan, installment contract or other contractual obligation incurred to finance the acquisition of an interest in a vacation property or rights to use vacation properties or otherwise substantially similar to Loans) which the Seller or an affiliate of the Seller has acquired either by purchase of a portfolio or by acquisition of an entity which owns the portfolio and new loans originated with respect to such entity, program or portfolio during the Transition Period; provided that, the term Acquired Portfolio Loan shall not include loans acquired from Kona.

"Addition Cut-Off Date" shall mean, for Additional Loans of any Series, the date set forth in the related Assignment.

"Addition Date" shall mean, with respect to any Series, the Addition Date as defined in the related PA Supplement.

"Additional Issuer" shall mean an entity which is a subsidiary of the Purchaser, other than the Initial Issuer, which purchases Loans from the Purchaser with the proceeds of a Series of Notes issued by such entity and pledges the Loans to secure such Series of Notes.

"Additional Loan" shall mean, with respect to any Series, each installment contract or contract for deed or contract or note secured by a mortgage, deed of trust, vendor's lien or retention of title, or loan providing financing for Vacation Credits or Points, in each case relating to the sale of one or more Timeshare Properties or Green Timeshare Properties to an Obligor and each Additional Upgrade Balance, in each case constituting one of the Loans of such Series purchased from the Seller as of an Addition Cut-Off Date and listed on Schedule 1 to the related Assignment.

"Additional Pool Purchase Price" shall have the meaning set forth in Section 3.

"Additional Series" shall mean a Series of Notes, other than the Series 2002-1 Notes.

"Additional Upgrade Balance" shall mean, with respect to any Loan, any future borrowing made by the related Obligor pursuant to a modification of the Loan relating to a Timeshare Upgrade after the Cut-Off Date or the Addition Cut-Off Date, as applicable, with respect to such Loan, together with all money due or to become due in respect of such borrowing.

"Affiliate" of any Person shall mean any other Person controlling or controlled by or under common control with such Person, and "control" shall mean the power to direct the management and policies of such Person directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and "controlling" and "controlled" shall have meanings correlative to the foregoing.

"Agreement" shall mean this Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Amortization Event" shall mean, with respect to any Series, one or more of the events constituting an Amortization Event as defined in the related Indenture Supplement.

"Alliance Program" shall mean any sales and marketing program pursuant to which an Originator acquires recovered Timeshare Property interests from sold out third-party unaffiliated resorts for resale.

"Assessments" shall mean any assessments made with respect to a Timeshare Property, including but not limited to real estate taxes, recreation fees, community club or property owners' association dues, water and sewer improvement district assessments or other similar assessments, the nonpayment of which could result in the imposition of a Lien or other encumbrance upon such Timeshare Property.

"Assignment" shall mean, with respect to any Series, an Assignment as defined in the related PA Supplement.

"Assignment of Mortgage" shall mean any assignment (including any collateral assignment) of any Mortgage.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, Title 11 of the United States Code, as amended.

"Benefit Plan" shall mean any employee benefit plan as defined in Section 3(3) of ERISA in respect of which the Company or any ERISA Affiliate of the Company is, or at any time during the immediately preceding six years was, an "employer" as defined in Section 3(5) of ERISA.

"BHV" shall have the meaning set forth in the preamble.

"BHV Addition Date" shall mean October 31, 2007

"Business Day" shall mean any day other than (i) a Saturday or Sunday or (ii) a day on which banking institutions in New York, New York, Las Vegas, Nevada, or the city in which the Corporate Trust Office of the Trustee is located, or any other city specified in the PA Supplement for a Series, are authorized or obligated by law or executive order to be closed.

"Closing Date" shall mean, with respect to any Series, the Closing Date as defined in the related PA Supplement.

"ClubWyndham Access" shall mean, ClubWyndham Access Vacation Ownership Plan, the plan pursuant to which members of the PTVO Owners Association may occupy and use vacation property.

"Collateral" shall have the meaning set forth in the Indenture and Servicing Agreement.

"Collateral Agency Agreement" shall mean the Collateral Agency Agreement dated as of January 15, 1998 by and between U.S. Bank National Association as successor Collateral Agent and the secured parties named therein, as amended by the First Amendment dated as of July 31, 1998, the Second Amendment dated as of July 25, 2000, the Third Amendment dated as of July 1, 2001, the Fourth Amendment dated as of August 29, 2002, the Fifth Amendment dated as of March 31, 2003, the Sixth Amendment dated as of May 20, 2003, the Seventh Amendment dated as of December 5, 2003, the Eighth Amendment dated as of March 27, 2004, the Ninth Amendment dated as of August 11, 2005, the Tenth Amendment dated as of July 11, 2006, the Eleventh Amendment dated as of February 12, 2007, the Twelfth Amendment dated as of May 23, 2007 and the Thirteenth Amendment dated as of November 1, 2007 as such Collateral Agency Agreement may be further amended, supplemented or otherwise modified from time to time in accordance therewith.

"Collateral Agent" shall mean U.S. Bank National Association, as Collateral Agent, its successors and assigns and any entity which is substituted as Collateral Agent under the terms of the Collateral Agency Agreement.

"Collection Account" shall mean with respect to any Series the account or accounts established as the collection account for such Series pursuant to the Indenture and Servicing Agreement under which such Series of Notes is issued.

"Collections" shall mean, with respect to any Loan, all funds, cash collections and other cash proceeds of such Loan, including without limitation (i) all Scheduled Payments or recoveries made in the form of money, checks and like items to, or a wire transfer or an automated clearinghouse transfer received in, any of the Lockbox Accounts or received by the Issuer or the Master Servicer (or any Subservicer) in respect of such Loan, (ii) all amounts received by the Issuer, the Master Servicer (or any Subservicer) or the Trustee in respect of any Insurance Proceeds relating to such Loan or the related Timeshare Property and (iii) all amounts received by the Issuer, the Master Servicer (or any Subservicer) or the Trustee in respect of any proceeds in respect of a condemnation of property in any Resort, which proceeds relate to such Loan or the related Timeshare Property.

"Company" shall have the meaning set forth in the preamble.

"Contaminants" shall have the meaning set forth in Section 6(b)(xii).

"Corporate Trust Office" with respect to any Trustee, shall have the meaning set forth in the Indenture and Servicing Agreement.

"Credit Card Account" shall mean an arrangement whereby an Obligor makes Scheduled Payments under a Loan via pre-authorized debit to a Major Credit Card.

"Credit Standards and Collection Policies" shall mean the Credit Standards and Collection Policies of the Seller, a copy of which is attached to this Agreement as Exhibit C, as the same may be amended from time to time in accordance with the provisions of Section 8(b)(iii).

"Custodial Agreement" shall mean the Ninth Amended and Restated Custodial Agreement dated as of November 1, 2007 by and between each of the Issuers, the Seller, WRDC, U.S. Bank National Association as Custodian, the Trustees and the Collateral Agent, a copy of which is attached to this Agreement as Exhibit A, as the same may be amended, supplemented or otherwise modified from time to time thereafter in accordance with the terms hereof.

"Custodian" shall mean, at any time, the custodian under a Custodial Agreement at such time.

"Customary Practices" shall mean the Master Servicer's practices with respect to the servicing and administration of Loans as in effect from time to time, which practices shall be consistent with the practices employed by prudent lending institutions that originate and service instruments similar to the Loans or other timeshare loans in the jurisdictions in which the Resorts are located.

"Cut-Off Date" shall mean, with respect to any Series, the Cut-Off Date as defined in the related PA Supplement.

"De Minimus Levels" shall have the meaning set forth in Section 6(b)(xii).

"Debtor Relief Laws" shall mean the Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

"Defaulted Loan" shall mean any Loan (a) with any portion of a Scheduled Payment delinquent more than 90 days, (b) with respect to which the Master Servicer shall have determined in good faith that the Obligor will not resume making Scheduled Payments, (c) for which the related Obligor has been the subject of a proceeding under a Debtor Relief Law or (d) for which cancellation or foreclosure actions have been commenced.

"Defaulted Loan Repurchase Cap" shall mean, as of any date of determination, an amount equal to theproduct of (a) 16.00% multiplied by (b) the aggregate Loan principal balance of all Loans (calculated as of the Cut-Off Date or related Addition Cut-Off Date, as applicable, for

each Loan) sold by the Seller to the Depositor pursuant to this Agreement on or prior to such date of determination.

"Defective Loan" shall mean, with respect to any Series, any Loan with any uncured material breach of a representation or warranty of the Seller set forth in Section 6(b) hereof and in the related PA Supplement.

"Delinquent Loan" shall mean, with respect to any Series, a Loan with any portion of a Scheduled Payment delinquent more than 30 days, other than any Loan that is a Defaulted Loan.

"Depositor Administrative Services Agreement" shall mean the administrative services agreement dated as of August 29, 2002 by and between Wyndham as administrator and the Company as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof.

"Due Date" shall mean, with respect to any Loan, the date on which an Obligor is required to make a Scheduled Payment thereon.

"Due Period" shall mean, with respect to any Payment Date, the immediately preceding calendar month.

"Eastern Resorts" shall mean, Eastern Resorts Company, LLC, a Rhode Island limited liability company.

"Eastern Resorts Addition Date" shall mean the date on which Loans originated by Eastern Resorts are first sold to the Purchaser under the terms of this Agreement and a PA Supplement.

"Eligible Loan" shall mean, with respect to any Series, an Eligible Loan as defined in the related PA Supplement.

"Environmental Laws" shall have the meaning set forth in Section 6(b)(xii).

"Equity Percentage" shall mean, with respect to a Loan, a fraction, expressed as a percentage, the numerator of which is the excess of (A) the Timeshare Price of the related Timeshare Property relating to a Loan paid or to be paid by an Obligor over (B) the outstanding principal balance of such Loan at the time of sale of such Timeshare Property to such Obligor (less the amount of any valid check presented by such Obligor at the time of such sale that has cleared the payment system), and the denominator of which is the Timeshare Price of the related Timeshare Property, provided that any cash downpayments or principal payments made on any initial Loan that have been fully prepaid as part of a Timeshare Upgrade and financed downpayments under such initial Loan financed over a period not exceeding six months from the date of origination of such Loan that have actually been paid within such six-month period shall be included for purposes of calculating the numerator of such fraction.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" shall mean, with respect to any Person, (i) any corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Internal Revenue Code) as such Person; (ii) a trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Internal Revenue Code) with such Person; or (iii) a member of the same affiliated service group (within the meaning of Section 414(m) of the Internal Revenue Code) as such Person, any corporation described in clause (i) or any trade or business described in clause (ii).

"ERISA Liabilities" shall have the meaning set forth in Section 8(b)(vi).

"Event of Default" shall mean, with respect to any Series, one or more of the events constituting an Event of Default under the related Indenture Supplement.

"Facility Documents" shall mean, collectively, this Agreement, each PA Supplement, each Indenture and Servicing Agreement, each Indenture Supplement, each Pool Purchase Agreement, the Custodial Agreement, the Lockbox Agreements, the Collateral Agency Agreement, the Title Clearing Agreements, the Loan Conveyance Documents, the Depositor Administrative Services Agreement, the Issuer Administrative Services Agreement, the Financing Statements and all other agreements, documents and instruments delivered pursuant thereto or in connection therewith.

"FairShare Plus Agreement" shall mean the Amended and Restated FairShare Vacation Plan Use Management Trust Agreement effective as of January 1, 1996 by and between WVRI, FMB and such other Subsidiaries and third party developers as may be named by an amendment or addendum thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time thereafter in accordance with the terms of this Agreement.

"FairShare Plus Program" shall mean the program pursuant to which the occupancy and use of a Timeshare Property is assigned to the trust created by the FairShare Plus Agreement in exchange for annual symbolic points that are used to establish the location, timing, length of stay and unit type of a vacation, including without limitation systems relating to reservations, accounting and collection, disbursement and enforcement of assessments in respect of contributed units.

"Fixed Week" shall mean a Timeshare Property representing a fee simple interest in a lodging unit at a Resort that entitles the related Obligor to occupy such lodging unit for a specified one-week period each year.

"FMB" shall have the meaning set forth in the preamble.

"Fractional Interest" shall mean a fractional interest consisting of an ownership interest as tenant in common in an individual lodging unit in a Resort.

"GAAP" shall mean generally accepted accounting principles as in effect from time to time in the United States.

"Grant" shall have the meaning set forth in the Indenture and Servicing Agreement.

"Green Loan" shall mean a Loan the proceeds of which are used to finance the purchase of a Green Timeshare Property.

"Green Timeshare Property" shall mean a Timeshare Property for which construction on the related Resort has not yet begun or is subject to completion.

"Indemnified Amounts" shall have the meaning set forth in Section 6(e).

"Indenture and Servicing Agreement" shall mean (i) the Master Indenture and Servicing Agreement dated as of August 29, 2002, as amended and restated as of July 7, 2006, together with the Indenture Supplement, each as amended from time to time, and each among the Initial Issuer, as issuer, Wyndham, as master servicer and the trustee and collateral agent parties thereto, and (ii) with respect to any Additional Series, the indenture and servicing agreement or similar document or documents pursuant to which such Additional Series is issued and in which the terms of such Additional Series are set forth.

"Indenture Supplement" shall mean (i) with respect to Series 2002-1, the supplement to the Master Indenture and Servicing Agreement executed and delivered in connection with the issuance of the Series 2002-1 Notes and all amendments thereof and supplements thereto and (ii) with respect to any Additional Series, the Indenture and Servicing Agreement for that Series.

"Independent Director" shall mean an individual who is an Independent Director as defined in the Limited Liability Company Agreement of the Company as in effect on the date of this Agreement.

"Initial Closing Date" shall mean August 29, 2002.

"Initial Issuer" shall mean Sierra Timeshare Conduit Receivables Funding, LLC, a Delaware limited liability company, as issuer of the Series 2002-1 Notes.

"Initial Loan" shall mean, with respect to any Series, each Loan listed on the related Loan Schedule on the Closing Date for such Series.

"Insolvency Event" shall mean, with respect to a specified Person, (a) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under any applicable Debtor Relief Law now or hereafter in effect, or the filing of a petition against such Person in an involuntary case under any applicable Debtor Relief Law now or hereafter in effect, which case remains unstayed and undismissed within 30 days of such filing, or the appointing of a receiver, conservator, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the ordering of the winding-up or liquidation of such Person's business; or (b) the commencement by such Person of a voluntary case under any applicable Debtor Relief Law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such Debtor Relief Law, or the consent by such Person to the appointment of or taking possession by a receiver,

liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due or the admission by such Person of its inability to pay its debts generally as they become due.

"Insolvency Proceeding" shall mean any proceeding relating to an Insolvency Event.

"Installment Contract" shall mean, with respect to any Series, an installment sale contract for deed and retained title in a related Timeshare Property by and between an Originator and an Obligor.

"Insurance Proceeds" shall mean proceeds of any insurance policy relating to any Loan or the related Timeshare Property, including any refund of unearned premium, but only to the extent such proceeds are not to be applied to the restoration of any improvements on the related Timeshare Property or released to the Obligor in accordance with Customary Practices.

"Internal Revenue Code" shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

"Interval Interest" shall mean an interest in the Bentley Brook Mountain Club which interest entitles the owner to occupy, exchange, or rent an Interval Week or a Membership Interest Period in a resort unit at such resort on a reservation basis.

"Interval Week" shall mean a type or group of weeks from which an owner can choose to reserve a resort unit for a week each year.

"Issuer" shall mean the Initial Issuer and each Additional Issuer.

"Issuer Administrative Services Agreement" shall mean the administrative services agreement dated as of August 29, 2002 by and between Wyndham as administrator and the Initial Issuer as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof.

"Kona" shall mean Kona Hawaiian Vacation Ownership, LLC, a Hawaii limited liability company.

"Kona Addition Date" shall mean November 27, 2002.

"Lien" shall mean any security interest, mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including without limitation any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the UCC (other than any such financing statement filed for informational purposes only) or comparable law of any jurisdiction to evidence any of the foregoing.

"Loan" shall mean, with respect to any Series, each installment contract or contract for deed or contract or note secured by a mortgage, deed of trust, vendor's lien or retention of title, or other financing agreement, in each case relating to the sale of one or more Timeshare Properties or Green Timeshare Properties to an Obligor, that is listed on the Loan Schedule for such Series on the related Closing Date and any Additional Loans that are listed from time to time on such Loan Schedule in accordance with the related PA Supplement.

"Loan Conveyance Documents" shall mean, with respect to any Loan, (a) the Assignment of Additional Loans in the form of Exhibit B, if applicable, and (b) any such other releases, documents, instruments or agreements as may be required by the Company, the Issuer or the Trustee in order to more fully effect the sale (including any prior assignments) of such Loan and any related Transferred Assets.

"Loan Documents" shall mean, with respect to any Loan, all papers and documents related to such Loan, including the original of all applicable promissory notes, stamped as required by the Custodial Agreement, the original of any related recorded or (to the extent permitted under this Agreement) unrecorded Mortgage (or a copy of such recorded Mortgage if the original of the recorded Mortgage is not available, certified to be a true and complete copy of the original) and a copy of any recorded or (to the extent permitted under this Agreement) unrecorded warranty deed transferring legal title to the related Timeshare Property to the Obligor; provided, however, that the Loan Documents may be provided in microfiche or other electronic form to the extent permitted under the Custodial Agreement.

"Loan File" shall mean, with respect to any Loan, the Loan Documents pertaining to such Loan and any additional amendments, supplements, extensions, modifications or waiver agreements required to be added to the Loan File pursuant to this Agreement, the Credit Standards and Collection Policies and/or Customary Practices.

"Loan Pool" shall mean, with respect to any Series, all Loans identified in the Loan Schedule for such Series.

"Loan Rate" shall mean the annual rate at which interest accrues on any Loan, as modified from time to time in accordance with the terms of any related Credit Standards and Collection Policies.

"Loan Schedule" shall mean, with respect to any Series, the list of Loans attached to the related PA Supplement as Schedule 1, as amended from time to time on each Addition Date and Repurchase Date as provided in the related PA Supplement, which list shall set forth the following information with respect to each Loan therein as of the applicable date:

(a) the Loan number;

(b) the Obligor's name and the home address and telephone number for such Obligor set forth in the Loan;

(c) the Resort in which the related Timeshare Property is located, if applicable;

(d) as to Fixed Weeks, the building, unit and week thereof; as to UDIs, the phase number thereof; and as to all other Timeshare Properties other than UDIs, the number of Vacation Credits related thereto, Interval Interests or Points issued pursuant to the FairShare Plus Program or the ClubWyndham Access plan (if applicable) for which occupancy rights in a Timeshare Property may be redeemed and which are represented thereby;

(e) the Loan Rate;

(f) whether the Obligor has elected a PAC with respect to the Loan;

(g) the original term of the Loan;

(h) the original Loan principal balance and outstanding Loan principal balance as of the Cut-Off Date or related Addition Cut-Off Date, as applicable;

(i) the date of execution of the Loan;

(j) the amount of the Scheduled Payment on the Loan;

(k) the original Timeshare Price and Equity Percentage; and

(l) with respect to UDIs, whether the related Timeshare Property has been deeded to the Obligor.

The Loan Schedule also shall set forth the aggregate amounts described under clause (h) above for all outstanding Loans. The Loan Schedule may be in the form of more than one list, collectively setting forth all of the information required.

"Lockbox Account" shall mean any of the accounts established pursuant to a Lockbox Agreement.

"Lockbox Agreement" shall mean (i) with respect to Loans pledged to secure the Series 2002-1 Notes, any agreement substantially in the form of Exhibit E by and between the Initial Issuer, the Trustee, the Master Servicer and the applicable Lockbox Bank, which agreement sets forth the rights of the Issuer, the Trustee and the applicable Lockbox Bank with respect to the disposition and application of the Collections deposited in the applicable Lockbox Account, including without limitation the right of the Trustee to direct the Lockbox Bank to remit all Collections directly to the Trustee and (ii) with respect to Loans pledged to secure an Additional Series, the lockbox agreements or similar arrangements described in the applicable Indenture and Servicing Agreement.

"Lockbox Bank" shall mean any of the commercial banks holding one or more Lockbox Accounts for the purpose of receiving Collections.

"Lot" shall mean a fully or partially developed parcel of real estate.

"Major Credit Card" shall mean a credit card issued by any Visa USA, Inc., MasterCard International Incorporated, American Express Company, Discover Bank or Diners Club International Ltd. credit card entity.

"Master Servicer" shall mean, with respect to each Indenture and Servicing Agreement, the entity then designated as the servicer or master servicer under such agreement.

"Material Adverse Effect" shall mean, with respect to any Person and any event or circumstance, a material adverse effect on: (a) the business, properties, operations or condition (financial or otherwise) of any of such Person; (b) the ability of such Person to perform its respective obligations under any Facility Documents to which it is a party; (c) the validity or enforceability of, or collectibility of amounts payable under, any Facility Documents to which it is a party; (d) the status, existence, perfection or priority of any Lien arising through or under such Person under any Facility Documents to which it is a party; or (e) the value, validity, enforceability or collectibility of the Loans pledged as collateral for any Series of Notes or any of the other Transferred Assets pledged as collateral for any Series of Notes.

"Membership Interest Period" shall mean a period of time, less than, more than or equal to seven days determined by the season, type of unit requested and number of points an owner uses in making the reservation.

"Mortgage" shall mean any mortgage, deed of trust, purchase money deed of trust or deed to secure debt encumbering the related Timeshare Property, granted by the related Obligor to the Originator of a Loan to secure payments or other obligations under such Loan.

"Multiemployer Plan" shall have the meaning set forth in Section 3(37) of ERISA.

"Nominee" shall mean (i) with respect to each of the Title Clearing Agreements, the person designated in such agreement as the nominee or, where applicable, the entity given such other designation as is appropriate and which is the entity to which legal title to the subject property is conveyed and held and (ii) with respect to other title clearing documents, instruments and agreements, title holding documents, instruments and agreement or similar documents, instruments and agreements, the entity-which shall not be the Seller or an Affiliate of the Seller-to which legal title to the subject property is conveyed and held for ease of transfer and for the benefit of the entities, among others, to which Series 2002-1 Loans have from time to time been conveyed, as their interests may appear.

"Note" shall mean any Loan-backed note issued, executed and authenticated in accordance with an Indenture and Servicing Agreement and, where appropriate, any related Indenture Supplement.

"Noteholder" shall have the meaning set forth in the Indenture and Servicing Agreement.

"Obligor" shall mean, with respect to any Loan, the Person or Persons obligated to make Scheduled Payments thereon.

"Operating Agreement" shall mean the Thirteenth Amended and Restated Operating Agreement dated as of May 23, 2007 by and between WVRI, FMB, Kona, the VB Subsidiaries, WRDC and the Seller and such agreement as it may be amended and supplemented from time to time.

"Opinion of Counsel" shall mean a written opinion of counsel in form and substance reasonably satisfactory to the recipient thereof.

"Originator" shall mean WVRI, WRDC, FMB, Kona, SDI, Eastern Resorts, BHV or a VB Subsidiary, as the case may be, or any other Subsidiary of Wyndham Worldwide that originates Loans in accordance with the Credit Standards and Collection Policies for sale to WVRI or to WCF.

"PAC" shall mean an arrangement whereby an Obligor makes Scheduled Payments under a Loan via pre-authorized bank account debit.

"PA Supplement" shall have the meaning set forth in the recitals.

"Payment Date" shall mean, with respect to any Series, the payment date set forth in the related Indenture and Servicing Agreement or in the related Indenture Supplement, as applicable.

"Permitted Encumbrance" shall mean, with respect to a Loan, any of the following Liens against the related Timeshare Property: (i) the interest therein of the Obligor and/or the Nominee, as the case may be, (ii) the Lien of due and unpaid Assessments, (iii) covenants, conditions and restrictions, rights of way, easements and other matters of public record, such exceptions appearing of record being consistent with the normal business practices of Wyndham, WVRI and WRDC or specifically disclosed in the applicable land sales registrations filed with the applicable regulatory agencies and (iv) other matters to which properties of the same type as those underlying such Loan are commonly subject that do not materially interfere with the benefits of the security intended to be provided by such Timeshare Property.

"Person" shall mean any person or entity, including any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, governmental entity or any other organization or entity, whether or not a legal entity.

"Plan" shall mean an employee benefit plan or other retirement arrangement subject to ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended from time to time.

"Plan Insolvency" shall mean, with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"POA" shall mean each property owners' association or similar timeshare owner body for a Timeshare Property Regime or Resort or portion thereof, in each case established pursuant to the declarations, articles or similar charter documents applicable to each such Timeshare Property Regime, Resort or portion thereof.

"Points" shall mean, (i) with respect to any lodging unit at a Timeshare Property Regime, the number of points of symbolic value assigned to such unit pursuant to the FairShare Plus Program or (ii) with respect to the ClubWyndham Access plan, the membership interest in the PTVO Owners Association, denominated in points.

"Pool Purchase Agreement" shall mean (i) with respect to Series 2002-1 Notes, the master purchase agreement dated as of August 29, 2002, as amended and restated as of July 7, 2006, by and between the Company and the Initial Issuer and all amendments thereof and supplements thereto and (ii) with respect to any Additional Series, the Term Purchase Agreement by and between the Company and the Additional Issuer which issues such Additional Series.

"Pool Purchase Price" shall mean, with respect to any Series, the Pool Purchase Price as defined in the related PA Supplement.

"Post Office Box" shall mean each post office box to which Obligors are directed to mail payments in respect of the Loans of any Series.

"PTVO Owners Association" shall mean PTVO Owners Association, Inc., the non-stock, non-profit Delaware corporation.

"Purchase" shall mean, with respect to any Series, a Purchase as defined in the related PA Supplement.

"Purchaser" shall have the meaning set forth in the preamble.

"Qualified Substitute Loan" shall mean, with respect to any Series, a substitute Loan that (i) is an Eligible Loan on the applicable date of substitution for such substitute Loan, (ii) on such date of substitution has a Loan Rate not less than the Loan Rate of the substituted Loan and (iii) is not selected in a manner adverse to the Purchaser or its assignees.

"Records" shall mean all copies of Loans (not including originals) and other documents, books, records and other information (including without limitation computer programs, tapes, discs, punch cards, data processing software and related property and rights) maintained by the Seller or any of its respective Affiliates (including without limitation each Originator, but not including the Purchaser or the Issuer) with respect to Loans, the related Transferred Assets and the related Obligors.

"Reorganization" shall mean, with respect to any Multiemployer Plan, the condition that such Plan is in reorganization within the meaning of Section 4241 of ERISA.

"Reportable Event" shall mean any of the events described in Section 4043 of ERISA.

"Repurchase Date" shall mean, with respect to any Series, the Repurchase Date as defined in the related PA Supplement.

"Repurchase Price" shall mean, with respect to any Series, the Repurchase Price as defined in the related PA Supplement.

"Reservation System" shall mean the system with respect to Timeshare Properties pursuant to which a reservation for a particular location, time, length of stay and unit type is received, accepted, modified or canceled.

"Reserve Account" shall, with respect to any Series, mean any reserve account established pursuant to the related Indenture Supplement.

"Resort" shall mean each resort, development or facility related to each Timeshare Property that is the subject of the Loans or the Additional Loans sold under this Agreement, including but not limited to each resort listed on Schedule 2.

"Scheduled Payment" shall mean each scheduled monthly payment of principal and interest on a Loan.

"SDI" shall mean Shawnee Development, Inc., a Pennsylvania corporation.

"SDI Addition Date" means the date on which Loans originated by SDI are first sold to the Purchaser under the terms of this Agreement and a PA Supplement.

"Seller" shall have the meaning set forth in the preamble.

"Series" shall mean (i) with respect to the sale of Loans to the Purchaser pursuant to a PA Supplement, all Loans sold pursuant to a PA Supplement and (ii) with respect to Notes, the Series 2002-1 Notes or any Additional Series.

"Series Termination Date" shall mean, with respect to any Series, the Series Termination Date as defined in the related PA Supplement or Indenture and Servicing Agreement.

"State" shall mean any of the 50 states in the United States of America or the District of Columbia.

"Subservicer" shall have the meaning set forth in the Indenture and Servicing Agreement.

"Subservicing Agreement" shall have the meaning set forth in the Indenture and Servicing Agreement.

"Subsidiary" shall mean, with respect to any Person, any corporation or other entity of which more than 50% of the outstanding capital stock or other ownership interests having ordinary voting power to elect a majority of the board of directors of such corporation (notwithstanding that at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency) or other persons performing similar functions is at the time directly or indirectly owned by such Person.

"Substitution Adjustment Amount" shall, with respect to any Series, have the meaning set forth in the related PA Supplement.

"Term Purchase Agreement" shall mean a purchase agreement between the Purchaser and an Additional Issuer pursuant to which the Purchaser sells Loans to the Additional Issuer and the Additional Issuer purchases such Loans for the purpose of pledging the Loans to secure a Series of Notes.

"Timeshare Price" shall mean the original price of the Timeshare Property paid by an Obligor,plus any accrued and unpaid interest and other amounts owed by the Obligor.

"Timeshare Property" shall mean the underlying ownership interest or rights that are the subject of a Loan, which ownership interest or rights may be either a Fixed Week, a UDI, an Interval Interest, Vacation Credits, the Points with respect thereto under the FairShare Plus Program or the Points representing membership interests in the PTVO Owners Association.

"Timeshare Property Regime" shall mean any of the various interval ownership regimes located at a Resort, each of which is an arrangement established under applicable state law whereby all or a designated portion of a development is made subject to a declaration permitting the transfer of Timeshare Properties therein, which Timeshare Properties shall, in the case of Fixed Weeks and UDIs, constitute real property under the applicable local law of each of the jurisdictions in which such regime is located.

"Timeshare Upgrade" shall mean the upgrade by an Obligor of the Obligor's existing Timeshare Property to an upgraded Timeshare Property or an obligor's purchase of an additional Timeshare Property.

"Title Clearing Agreement" shall mean, with respect to certain Loans that are Installment Contracts, each of (a) the Twentieth Amended and Restated Title Clearing Agreement dated as of October ___, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, by and among the Issuer, WVRI, the Seller, the Purchaser, Lawyers Title Insurance Corporation, the Collateral Agent and the other parties thereto; (b) the Eighteenth Amended and Restated Title Clearing Agreement (Colorado) dated as of November 1, 2007, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, by and among the Issuer, WVRI, the Seller, the Purchaser, Colorado Land Title Company, the Collateral Agent and the other parties thereto; (c) the Sixteenth Amended and Restated Title Clearing Agreement (Westwinds) dated as of November 1, 2007, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, by and among the Issuer, WVRI, the Seller, the Purchaser, Lawyers Title Insurance Corporation, the Collateral Agent and the other parties thereto; (d) the Fifteeneenth Amended and Restated Nashville Title Clearing Agreement dated as of November 1, 2007, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, by and among the Issuer, WVRI, the Seller, the Purchaser, Lawyers Title Insurance Corporation, the Collateral Agent and the other parties thereto; (e) the Fifteenth Amended and Restated Seawatch Plantation Title Clearing Agreement dated as of November 1, 2007, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, by and among the Issuer, WVRI, FMB, the Seller, the Purchaser, Lawyers Title Insurance Corporation, the Collateral Agent and the other parties thereto; (f) the Seventeenth Amended and Restated Supplementary Trust Agreement (Arizona) dated as of November 1, 2007, as amended, supplemented or otherwise modified from time to

time in accordance with the terms thereof, by and among the Issuer, WVRI, the Seller, the Purchaser, First American Title Insurance Corporation, the Collateral Agent and the other parties thereto; (g) the Eleventh Amended and Restated Nevada Title Clearing Agreement dated as of November 1, 2007, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, by and among the Issuer, WVRI, the Seller, the Purchaser, Lawyer's Title of Nevada, Inc., the Collateral Agent and the other parties thereto; and (h) such other title clearing agreements and other similar documents, instruments and agreements which may be entered into from time to time by each of WVRI, the Seller, the Issuer, the Purchaser and the Collateral Agent (among other Persons) in accordance with the transactions contemplated by this Agreement and other Facility Documents relating to the Timeshare Properties.

"Transferred Assets" shall mean, with respect to any Series, any and all right, title and interest of the Seller in, to and under:

(a) the Loans from time to time, including without limitation the Initial Loans as of the close of business on the Cut-Off Date and the Additional Loans as of the close of business on the related Addition Cut-Off Dates and all Scheduled Payments, other Collections and other funds received in respect of such Initial Loans and Additional Loans on or after the Cut-Off Date or Addition Cut-Off Date, as applicable, and any other monies due or to become due on or after the Cut-Off Date or Addition Cut-Off Date, as applicable, in respect of any such Loans, and any security therefor;

(b) (i) the Timeshare Properties relating to the Loans and (ii) the Title Clearing Agreements and the FairShare Plus Program (including without limitation the FairShare Plus Agreement) to the extent that they relate to such Timeshare Properties;

(c) any Mortgages relating to the Loans;

(d) any Insurance Policies relating to the Loans;

(e) the Loan Files and other Records relating to the Loans;

(f) the Loan Conveyance Documents relating to the Loans;

(g) all interest, dividends, cash, instruments, financial assets and other investment property and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, or on account of, the sale or other disposition of the Transferred Assets, and including all payments under Insurance Policies (whether or not any of the Seller, the Purchaser, any Originator, the Master Servicer, the Issuer or the Trustee is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any Transferred Assets, and any security granted or purported to be granted in respect of any Transferred Assets; and

(h) all proceeds of any of the foregoing property described in clauses (a) through (g).

"Transition Period" shall mean the period from the date the Seller or an affiliate of the Seller acquires an organization, facility or program from an unrelated entity to the date on which the Seller or an affiliate of the Seller has fully converted the servicing of Loans related to such organization, facility or program to the Master Servicer's Credit Standards and Collection Policies.

"Trustee" shall mean with respect to each Indenture and Servicing Agreement, the entity designated as the trustee under such agreement.

"UCC" shall mean the Uniform Commercial Code, as amended from time to time, as in effect in any specified jurisdiction.

"UDI" shall mean an individual interest in fee simple (as tenants in common with all other undivided interest owners) in a lodging unit or group of lodging units at a Resort, including, without limitation, a Fractional Interest.

"Vacation Credits" shall mean ownership interests in WorldMark that entitle the owner thereof to use Resorts.

"VB Partnerships" shall have the meaning set forth in the preamble.

"VB Subsidiaries" shall have the meaning set forth in the preamble.

"WorldMark" shall mean WorldMark, The Club, a California not for profit mutual benefit corporation.

"WRDC" shall mean Wyndham Resort Development Corporation (formerly known as Trendwest Resorts, Inc.), a wholly-owned indirect Subsidiary of Wyndham Worldwide.

"WRDC Addition Date" shall mean the date on which Loans originated by WRDC are first sold to the Purchaser under the terms of this Agreement and a PA Supplement.

"WVRI" shall have the meaning set forth in the preamble.

"Wyndham" shall mean Wyndham Consumer Finance, Inc., a Delaware corporation.

"Wyndham Worldwide" shall mean Wyndham Worldwide Corporation and its successors and assigns.

Section 2. Purchase and Sale of Loans.

The Seller may from time to time sell and assign to the Company, and the Company may from time to time Purchase from the Seller, all the Seller's right, title and interest in, to and under the Loans listed on the Loan Schedule with respect to the related PA Supplement. The principal terms of the Purchase and sale of Loans for each Series shall be set forth in the related PA Supplement.

Section 3. Pool Purchase Price.

Provisions with respect to the Purchase and sale of the Loans for each Series shall be set forth in the related PA Supplement.

The purchase price for any Additional Loans and other related Transferred Assets (the "Additional Pool Purchase Price") conveyed to the Company under this Agreement and the related PA Supplement on each Addition Date shall be a dollar amount equal to the aggregate outstanding principal balance of such Additional Loans sold on such date, subject to adjustment to reflect such factors as the Company and the Seller mutually agree will result in an Additional Pool Purchase Price equal to the fair market value of such Additional Loans and other related Transferred Assets.

Section 4. Payment of Purchase Price.

(a) Closing Dates. On the terms and subject to the conditions of this Agreement and the related PA Supplement, payment of the Pool Purchase Price for each Series shall be made by the Company on the related Closing Date in immediately available funds to the Seller to such accounts at such banks as the Seller shall designate to the Company not less than one Business Day prior to such Closing Date.

(b) Manner of Payment of Additional Pool Purchase Price. On the terms and subject to the conditions in this Agreement and the related PA Supplement, the Company shall pay to the Seller, on each Business Day on which any Additional Loans are purchased from the Seller by the Company pursuant to Section 2 of the related PA Supplement, the Additional Pool Purchase Price for such Additional Loans by paying such Additional Pool Purchase Price to the Seller in cash.

(c) Scheduled Payments Under Loans and Cut-Off Date. The Company shall be entitled to all Scheduled Payments, other Collections and all other funds with respect to any Loan received on or after the related Cut-Off Date or Addition Cut-Off Date, as applicable. The principal balance of each Loan as of the related Cut-Off Date or Addition Cut-Off Date, as applicable, shall be determined after deduction, in accordance with the terms of each such Loan, of payments of principal received before such Cut-Off Date or Addition Cut-Off Date.

Section 5. Conditions Precedent to Sale of Loans.

No Purchase of Loans and related Transferred Assets shall be made hereunder or under any PA Supplement on any date on which:

(a) the Company does not have sufficient funds available to pay the related Pool Purchase Price or Additional Pool Purchase Price in cash; or

(b) an Insolvency Event has occurred and is continuing with respect to the Seller or the Company.

Section 6. Representations and Warranties of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries

(a) General Representations and Warranties of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries The Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries jointly and severally represent and warrant as of each Closing Date and as of each Addition Date (except that SDI makes any representations and warranties with respect to SDI only as of the SDI Addition Date, as of each Closing Date occurring after the SDI Addition Date and as of each Addition Date occurring after the SDI Addition Date; except that Eastern Resorts makes any representations and warranties with respect to Eastern Resorts only as of the Eastern Resorts Addition Date, as of each Closing Date occurring after the Eastern Resorts Addition Date and as of each Addition Date occurring after the Eastern Resorts Addition Date; except that WRDC makes any representations and warranties with respect to WRDC only as of the WRDC Addition Date, as of each Closing Date occurring after the WRDC Addition Date and as of each Addition Date occurring after the WRDC Addition Date) and except that BHV makes any representations and warranties with respect to BHV Addition Date, as of each Closing Date occurring after the BHV Addition Date and as of each Addition Date occurring after the BHV Addition Date, or as of such other date specified in such representation and warranty, that:

(i) Organization and Good Standing.

(A) Each of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries (other than the VB Partnerships) is a corporation duly organized, validly existing and in good standing under the laws of the state of its organization and has full corporate power, authority and legal right to own its properties and conduct its business as such properties are presently owned and such business is presently conducted, and to execute, deliver and perform its obligations under this Agreement, any related PA Supplement and each of the Facility Documents to which it is a party. Each of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries (other than the VB Partnerships) is organized in the jurisdiction set forth in the preamble. Each of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries (other than the VB Partnerships) is duly qualified to do business and is in good standing as a foreign corporation, and has obtained all necessary licenses and approvals in each jurisdiction in which failure to qualify or to obtain such licenses and approvals would render any Loan unenforceable by any of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts or the VB Subsidiaries (other than the VB Partnerships).

(B) Each of the VB Partnerships is a general partnership duly organized and validly existing under the laws of the State of Florida and has full power, authority and legal right to own its properties and conduct its business as such properties are presently owned and such business is presently conducted, and to execute, deliver and perform its obligations under this Agreement, any related PA Supplement and each of the Facility Documents to which it is a party. Each of the VB Partnerships is duly qualified to do business and is in good standing and

has obtained all necessary licenses and approvals in each jurisdiction in which failure to qualify or to obtain such licenses and approvals would render any Loan unenforceable by any of the VB Partnerships.

(C) The name of each of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries set forth in the preamble of this Agreement is the correct legal name of such entity, and such name has not been changed in the past six years (except those name changes made in accordance with the terms of this Agreement and except that WRDC was formerly known as Trendwest Resorts, Inc.).

(ii) Due Authorization and No Conflict. The execution, delivery and performance by each of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries of each of the Facility Documents to which it is a party, and the consummation by each such party of the transactions contemplated hereby and under each other Facility Document to which it is a party, has been duly authorized by the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries, respectively, by all necessary corporate or partnership action, does not contravene (i) the Seller's, WRDC's, WVRI's, FMB's, SDI's, Eastern Resorts', BHV's or the VB Subsidiaries' charter or by-laws or partnership agreement, (ii) any law, rule or regulation applicable to the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or the VB Subsidiaries, (iii) any contractual restriction contained in any material indenture, loan or credit agreement, lease, mortgage, deed of trust, security agreement, bond, note, or other material agreement or instrument binding on any of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or the VB Subsidiaries or (iv) any order, writ, judgment, award, injunction or decree binding on or affecting the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV, the VB Subsidiaries or their properties (except where such contravention would not have a Material Adverse Effect with respect to such Persons or properties), and do not result in (except as provided in the Facility Documents) or require the creation of any Lien upon or with respect to any of their properties; and no transaction contemplated hereby requires compliance with any bulk sales act or similar law. Each of the Facility Documents to which the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or the VB Subsidiaries is a party have been duly executed and delivered on behalf of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or the VB Subsidiaries, as applicable. To the extent that this representation is being made with respect to Title I of ERISA or Section 4975 of the Code, it is made subject to the assumption that none of the assets being used to purchase the Loans and Transferred Assets constitute assets of any Benefit Plan or Plan with respect to which the Seller is a party in interest or disqualified person.

(iii) Governmental and Other Consents. All approvals, authorizations, consents or orders of any court or governmental agency or body required in connection with the execution and delivery by the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or the VB Subsidiaries of this Agreement, any related PA Supplement or any of the other Facility Documents to which it is a party, the consummation by such party of the transactions contemplated hereby or thereby, the performance by such party of and the compliance by such party with the terms hereof or thereof, have been obtained,

except where the failure so to do would not have a Material Adverse Effect with respect to such Party.

(iv) Enforceability of Facility Documents. Each of the Facility Documents to which any of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or the VB Subsidiaries is a party has been duly and validly executed and delivered by the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or the VB Subsidiaries, as applicable, and constitutes the legal, valid and binding obligation of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts or the VB Subsidiaries, as applicable, enforceable against it in accordance with its respective terms, except as enforceability may be subject to or limited by Debtor Relief Laws or by general principles of equity (whether considered in a suit at law or in equity).

(v) No Litigation. Except as disclosed in Schedule 5 to this Agreement or to any Assignment, there are no proceedings or investigations pending, or to the knowledge of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts or the VB Subsidiaries threatened, against the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or the VB Subsidiaries before any court, regulatory body, administrative agency, or other tribunal or governmental instrumentality (A) asserting the invalidity of this Agreement or any of the other Facility Documents, (B) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or any of the other Facility Documents, (C) seeking any determination or ruling that would adversely affect the performance by any of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or the VB Subsidiaries of its obligations under this Agreement, any related PA Supplement or any of the other Facility Documents to which it is a party, (D) seeking any determination or ruling that would adversely affect the validity or enforceability of this Agreement or any of the other Facility Documents or (E) seeking any determination or ruling that would, if adversely determined, be reasonably likely to have a Material Adverse Effect with respect to such party.

(vi) Governmental Regulations. Neither the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV nor any of the VB Subsidiaries is (A) an "investment company" registered or required to be registered under the Investment Company Act of 1940, as amended, or (B) a "public utility company" or a "holding company," a "subsidiary company" or an "affiliate" of any public utility company within the meaning of Section 2(a)(5), 2(a)(7), 2(a)(8) or 2(a)(ii) of the Public Utility Holding Company Act of 1935, as amended.

(vii) Margin Regulations. Neither the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV nor any of the VB Subsidiaries is engaged, principally or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any margin stock (as each such term is defined or used in any of Regulations T, U or X of the Board of Governors of the Federal Reserve System). No part of the proceeds of any of the notes issued by the Issuer has been used by the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or any of the VB Subsidiaries for so purchasing or carrying margin stock or for any purpose that violates or would be

inconsistent with the provisions of any of Regulations T, U or X of the Board of Governors of the Federal Reserve System.

(viii) Location of Chief Executive Office and Records. The principal place of business and chief executive office of WVRI, WRDC, SDI, Eastern Resorts, BHV, the VB Subsidiaries and FMB, and the office where WVRI, WRDC, SDI, the VB Subsidiaries and FMB maintain all of their Records, is located at 8427 South Park Circle, Orlando, Florida 32819; the principal place of business and chief executive office of the Seller, and the office where the Seller maintains all of its Records, is 10750 West Charleston Blvd., Suite 130, Las Vegas, Nevada 89135. None of WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV, the VB Subsidiaries or the Seller has changed its principal place of business or chief executive office (or the office where such entity maintains all of its Records) during the previous six years (except for changes made in accordance with the terms of this Agreement and except that WVRI and FMB changed their principal place of business and chief executive office from 8669 Commodity Circle, Suite 200, Orlando, Florida 32819 to the address set forth above on February 18, 2002; WRDC changed its principal place of business and chief executive office from 9805 Willows Road, Redmond, Washington 98052 to the address set forth above in January 1, 2006; the Seller changed its principal place of business and chief executive office from 7730 West Sahara Avenue, Suite 105, Las Vegas, Nevada 89117 to the address set forth above in 2002; and each of the VB Subsidiaries changed its principal place of business and chief executive office from 6400 North Andrews Avenue, Fort Lauderdale, Florida 33309 to the address set forth above in 2001). At any time after the Initial Closing Date, upon 30 days' prior written notice to the Trustee as assignee of the Company and the Issuer, any of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries may change its name or may change its type or its jurisdiction of organization to another jurisdiction within the United States and any of the VB Partnerships may change the location of its chief executive office, but only so long as all action necessary or reasonably requested by the Company to amend the existing financing statements and to file additional financing statements in all applicable jurisdictions to perfect the transfer of the Loans and the related Transferred Assets is taken.

(ix) Lockbox Accounts. Except in the case of any Lockbox Account pursuant to which only Collections in respect of Loans subject to a PAC or Credit Card Account are deposited, each of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries, as applicable, has filed a standing delivery order with the United States Postal Service authorizing each Lockbox Bank to receive mail delivered to the related Post Office Box. The account numbers of all Lockbox Accounts, together with the names, addresses, ABA numbers and names of contact persons of all the Lockbox Banks maintaining such Lockbox Accounts and the related Post Office Boxes (other than those separately identified in an Indenture and Servicing Agreement), are set forth in Schedule 4. From and after the Initial Closing Date, none of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or the VB Subsidiaries shall have any right, title and/or interest in or to any of the Lockbox Accounts or the Post Office Boxes and will maintain no Lockbox accounts in their own names for the collection of payments in respect of the Loans. None of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or the VB

Subsidiaries has any lockbox or other accounts for the collection of payments in respect of the Loans other than the Lockbox Accounts.

(x) Facility Documents. This Agreement and any PA Supplement are the only agreements pursuant to which the Seller sells the Loans and other related Transferred Assets to the Company. Each of the Seller, WVRI, WRDC, FMB SDI, Eastern Resorts, BHV and the VB Subsidiaries has furnished to the Company true, correct and complete copies of each Facility Document to which any of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries is a party, each of which is in full force and effect. None of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV, any of the VB Subsidiaries or any of its Affiliates (not including the Purchaser or the Issuer) is in default thereunder in any material respect.

(xi) Taxes. Each of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries has timely filed or caused to be filed all federal, state and local tax returns required to be filed by it, and has paid or caused to be paid all taxes shown to be due and payable on such returns or on any assessments received by it, other than any taxes or assessments the validity of which are being contested in good faith by appropriate proceedings and with respect to which the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or any of the VB Subsidiaries, as applicable, has set aside adequate reserves on its books in accordance with GAAP, and which proceedings have not given rise to any Lien.

(xii) Accounting Treatment. Each of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV and the VB Subsidiaries has accounted for the transactions contemplated in the Facility Documents to which it is a party in accordance with GAAP.

(xiii) ERISA. There has been no (A) occurrence or expected occurrence of any Reportable Event with respect to any Benefit Plan subject to Title IV of ERISA of WVRI, WRDC, FMB, the Seller, SDI, Eastern Resorts, BHV or any ERISA Affiliate, or any withdrawal from, or the termination, Reorganization or Plan Insolvency of any Multiemployer Plan or (B) institution of proceedings or the taking of any other action by Pension Benefit Guaranty Corporation or by WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV, the Seller or any ERISA Affiliate or any such Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Plan Insolvency of, any such Plan.

(xiv) No Adverse Selection. No selection procedures materially adverse to the Company, the Issuer, the Noteholders, the Trustee or the Collateral Agent have been employed by any of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or the VB Subsidiaries in selecting the Loans for inclusion in the Loan Pool on such Closing Date or Addition Date, as applicable.

(xv) FairShare Plus Program

(A) As of each Closing Date or any Addition Date, as applicable, for each Timeshare Property Regime for which the related Timeshare Properties are

comprised primarily of UDIs, the ratio of (1) the total number of Points actually allocated to such Timeshare Property Regime pursuant to the FairShare Plus Program for the succeeding twelve-month period to (2) the total number of Points allocable to available space in such Timeshare Property Regime over such twelve-month period, does not exceed 1.0 to 1.0.

(B) On each Closing Date or any Addition Date, as applicable, for each owner of a UDI who is a member of the FairShare Plus Program, the ratio, expressed as a percentage, of (1) the number of Points allocated to such owner in Timeshare Property Regime in return for assigning his Timeshare Property to the FairShare Plus Program trust to (2) the total number of Points assigned to all UDI owners in such Timeshare Property Regime, does not exceed the percentage of such owner's undivided interest in such Timeshare Property Regime as described in such owner's Loan.

(xvi) Vacation Credit Program. As of each Closing Date or any Addition Date, as applicable, for each Timeshare Property Regime for which the related Timeshare Properties are comprised primarily of Vacation Credits, the ratio of (1) the total number of Vacation Credits actually allocated to such Timeshare Property Regime for the succeeding twelve-month period to (2) the total number of Vacation Credits allocable to available space in such Timeshare Property Regime over such twelve-month period, does not exceed 1.0 to 1.0.

(xvii) Separate Identity. Each of the Seller, WVRI, WRDC, SDI, Eastern Resorts, BHV, the VB Subsidiaries and their respective Affiliates has observed the applicable legal requirements on its part for the recognition of the Company as a legal entity separate and apart from each of the Seller, WVRI, WRDC, SDI, Eastern Resorts, BHV, the VB Subsidiaries and any of their respective Affiliates (other than the Company) and has taken all actions necessary on its part to be taken in order to ensure that the facts and assumptions relating to the Company set forth in the opinion of Orrick, Herrington & Sutcliffe LLP relating to substantive consolidation matters with respect to the Seller and the Company are true and correct; provided, however, that none of the Seller, WVRI, WRDC, FMB, SDI, Eastern Resorts, BHV or any of the VB Subsidiaries makes any representations or warranties in this Section 6(a)(xvii) with respect to the Company or the Issuer.

(b) Representations and Warranties Regarding the Loans. The Seller and WVRI jointly and severally represent and warrant to the Company as of the applicable Cut-Off Date and Addition Cut-Off Date as to each Loan conveyed on and as of each Closing Date or the related Addition Date, as applicable (except as otherwise expressly stated and except that representations and warranties with respect to Kona apply only to Loans conveyed on or after the Kona Addition Date; representations and warranties with respect to Eastern Resorts apply only to Loans conveyed on or after the Eastern Resorts Addition Date; representations and warranties with respect to Eastern Resorts apply only to Loans conveyed on or after the Eastern Resorts Addition Date; representations and warranties with respect to WRDC apply only to Loans conveyed on or after the WRDC Addition Date and representations and warranties with respect to BHV apply only to Loans conveyed on or after the BHV Addition Date) as follows:

(i) Eligibility. Such Loan is an Eligible Loan.

(ii) No Waivers. The terms of such Loan have not been waived, altered, modified or extended in any respect other than (A) modifications entered into in accordance with Customary Practices and Credit Standards and Collections Policies that do not reduce the amount or extend the maturity of required Scheduled Payments and (B) modifications in the applicability of a PAC (which may result in a change in the related Loan Rate).

(iii) Binding Obligation. Such Loan is the legal, valid and binding obligation of the Obligor thereunder and is enforceable against the Obligor in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws or by general principles of equity (whether considered in a suit at law or in equity).

(iv) No Defenses. Such Loan is not subject to any statutory right of rescission, setoff, counterclaim or defense, including without limitation the defense of usury.

(v) Lawful Assignment. Such Loan was not originated in, and is not subject to the laws of, any jurisdiction the laws of which would make the transfer of the Loan under this Agreement or any PA Supplement unlawful.

(vi) Compliance with Law. The Originator and the Seller have complied with requirements of all material federal, state and local laws (including without limitation usury, truth in lending and equal credit opportunity laws) applicable to such Loan in all material respects except, with respect to Loans originated by WRDC and with respect only to California Business and Professions Code Section 11018.10 as in effect prior to its repeal as of July 1, 2005 and California Business and Professions Code Section 11226, which became effective as of July 1, 2005, where such failure to comply would not have a Material Adverse Effect on WRDC or a material adverse effect on such Loan. The related Timeshare Property Regime is in compliance with any and all applicable zoning and building laws and regulations and any other laws and regulations relating to the use and occupancy of such Timeshare Property Regime, except where such noncompliance would not have a Material Adverse Effect with respect to the applicable Originator and the Seller. None of the Seller, WVRI, WRDC, FMB, Kona, SDI, Eastern Resorts, BHV or the VB Subsidiaries has received notice of any material violation of any legal requirements applicable to such Timeshare Property Regime, except where such violation would not have a Material Adverse Effect with respect to the applicable Originator and the Seller. The Timeshare Property Regime related to such Loan complies with all applicable state statutes, including without limitation condominium statutes, timeshare statutes, HUD filings relating to interstate land sales (if applicable) and the requirements of any governmental authority or local authority having jurisdiction with respect to such Timeshare Property Regime, and constitutes a valid and conforming condominium and timeshare regime under the laws of the State in which the related Resort is located, except where such noncompliance would not have a Material Adverse Effect with respect to the applicable Originator and the Seller.

(vii) Loan in Force; No Subordination. Such Loan is in full force and effect and has not been subordinated, satisfied in whole or in part or rescinded.

(viii) Capacity of Parties. All parties to such Loan had legal capacity to execute the Loan.

(ix) Original Loans. All original executed copies of such Loans are or, within 30 days of Purchase, will be in the custody of the Custodian except to the extent otherwise permitted pursuant to Section 6(b)(xiv).

(x) Loan Form/Governing Law. Such Loan was executed in substantially the form of one of the forms of Loan in Exhibit D (as such Exhibit D may be amended from time to time with the consent of the Seller and the Company), except for changes required by applicable law and certain other modifications that do not, individually or in the aggregate, affect the enforceability or collectibility of such Loan. In addition, such Loan was originated in and is governed by the laws of the State in which the Resort is located or, with respect to Loans originated by WRDC or Loans to finance Points in the ClubWyndham Access plan, by the laws of the State in which the Loan was executed.

(xi) Interest in Real Property. The Timeshare Property underlying such Loan (except Timeshare Property constituting Vacation Credits or Points) originated by WVRI, FMB, Kona, SDI, Eastern Resorts, BHV or the VB Subsidiaries is an interest in real property consisting of either a Fixed Week or a UDI, and (except for a Timeshare Property that is a Green Timeshare Property) such Timeshare Property has been deeded or otherwise transferred to a Nominee or has been deeded or otherwise transferred to the related Obligor in accordance with the requirements of the related Loan and applicable law. Each Timeshare Property that is a UDI originated by WRDC constitutes a fee simple interest in real property.

(xii) Environmental Compliance. Each Timeshare Property Regime related to a Loan is now, and at all times during WRDC's or WVRI's ownership thereof (or the ownership of any Affiliate thereof other than the Company and the Issuer), has been free of contamination from any substance, material or waste identified as toxic or hazardous according to any federal, state or local law, rule, regulation or order governing, imposing standards of conduct with respect to, or regulating in any way the discharge, generation, removal, transportation, storage or handling of toxic or hazardous substances, materials or waste or air or water pollution (hereinafter referred to as "Environmental Laws"), including without limitation any PCB, radioactive substance, methane, asbestos, volatile hydrocarbons, petroleum products or wastes, industrial solvents or any other material or substance that now or hereafter may cause or constitute a health, safety or other environmental hazard to any person or property (any such substance together with any substance, material or waste identified as toxic or hazardous under any Environmental Law now in effect or hereinafter enacted shall be referred to herein as "Contaminants"), but excluding from the foregoing any levels of Contaminants at or below which such Environmental Laws do not apply ("De Minimus Levels"). Each of WVRI, WRDC and any Affiliate of WVRI or WRDC (other than the Company and the Issuer) has not caused or suffered to occur any discharge, spill, uncontrolled loss or seepage of any petroleum or

chemical product or any Contaminant (except for De Minimus Levels thereof) onto any property comprising or adjoining any Timeshare Property Regime, and each of WVRI, WRDC and any Affiliate of WVRI or WRDC (other than the Company and the Issuer) or any Obligor or occupant of all or part of any Timeshare Property Regime is not now and has not been involved in operations at the related Timeshare Property Regime that could lead to liability for each of WVRI, WRDC, the Company, any Affiliate of WVRI or WRDC or any other owner of such Timeshare Property Regime or the imposition of a Lien on such Timeshare Property Regime under any Environmental Law. No practice, procedure or policy employed by WVRI or WRDC (or any Affiliate thereof other than the Company and the Issuer) with respect to POAs for which WVRI or WRDC acts as the manager or, to the best knowledge of the Seller, by the manager of the POAs with respect to POAs managed by parties unaffiliated with WVRI or WRDC, violates any Environmental Law that, if enforced, would reasonably be expected to (A) have a Material Adverse Effect on such POA or the ability of such POA to do business, (B) have a Material Adverse Effect on the financial condition of the POA or (C) constitute grounds for the revocation of any license, charter, permit or registration that is material to the conduct of the business of the POA.

Except as set forth in Schedule 3, (1) all property owned, managed, or controlled by each of WVRI, WRDC or any Affiliate of WVRI or WRDC (other than the Company and the Issuer) and located within a Resort is now, and at all times during WRDC's or WVRI's ownership, management or control thereof (or the ownership, management or control of any Affiliate thereof (other than the Company and the Issuer)) has been free of contamination from any Contaminants, except for De Minimus Levels thereof, (2) each of WVRI, WRDC and any Affiliate of WVRI or WRDC (other than the Company and the Issuer) has not caused or suffered to occur any discharge, spill, uncontrolled loss or seepage of any Contaminants onto any property comprising or adjoining any of the Resorts, except for De Minimus Levels thereof, and (3) each of WVRI, WRDC and any Affiliate of WVRI or WRDC (other than the Company and the Issuer) or any Obligor or occupant of all or part of any Resort is not now and previously has not been involved in operations at any Resort that could lead to liability for WVRI, WRDC, the Company, any Affiliate of WVRI or WRDC or any other owner of any Resort or the imposition of a Lien on such Resort under any Environmental Law. None of the matters set forth in Schedule 3 will have a Material Adverse Effect with respect to the Company or its assignees or the interests of the Company or its assignees in the Loans. Each Resort, and the present use thereof, does not violate any Environmental Law in any manner that would materially adversely affect the value or use of such Resort or the performance by the POAs of their respective obligations under their applicable declarations, articles or similar charter documents. There is no condition presently existing, and to the best knowledge of WVRI, WRDC and the Seller no event has occurred or failed to occur with respect to any Resort, relating to any Contaminants or compliance with any Environmental Laws that would reasonably be expected to have a Material Adverse Effect with respect to such Resort, including in connection with the present use of such Resort.

(xiii) Tax Liens. All taxes applicable to such Loan and the related Timeshare Property have been paid, except where the failure to pay such tax would not have a

Material Adverse Effect with respect to the Seller or its assignees or the Purchaser or the collectibility or enforceability of the Loan. There are no delinquent tax liens in respect of the Timeshare Property underlying such Loan.

(xiv) Loan Files. The related Loan File contains the following Loan Documents (which may include microfiche or other electronic copies of the Loan Documents to the extent provided in the Custodial Agreement):

(A) for Loans other than Loans described in clause (B) below, at least one original of each Loan (or, if the Loan and promissory note are contained in separate documents, an original of the promissory note); provided, however, that the original Loan may have been removed from the Loan File in accordance with the Custodial Agreement for the performance of collection services and other routine servicing requirements; and

(B) for Loans relating to Timeshare Properties located in Resorts in North Carolina or South Carolina with respect to which two originals of such Loans have been executed, each original Loan is in the Loan File, and each contains the following legend (whether by stamp or otherwise) on its face:

"THIS COPY IS ONE OF TWO ORIGINALS, AND WAS EXECUTED SOLELY FOR RECORDATION. TO THE EXTENT THAT POSSESSION OF THIS CONTRACT IS REQUIRED TO TRANSFER OR PERFECT A TRANSFER OF ANY INTEREST IN OR TO THIS CONTRACT, POSSESSION OF THE OTHER ORIGINAL HEREOF IS REQUIRED";

and

(C) for Loans with respect to which the related Timeshare Property has been deeded out to the related Obligor:

(1) a copy of the deed for such Timeshare Property; and

(2) the original recorded Mortgage (or a copy thereof, if applicable, for Mortgages that have been submitted for recording as set forth herein) and Assignments of Mortgages in favor of the Collateral Agent (or a copy of such recorded Mortgage or Assignment of Mortgage, as the case may be, certified to be a true and complete copy thereof, if the original of the recorded Mortgage or Assignment of Mortgage is lost or destroyed), provided that, in the case of any Loan with respect to which the related Mortgage and/or deed has been removed from the Loan File for review and recording in the local real property recording office: (x) the original document shall have been returned to the Loan File no later than (1) 210 days from the related loan closing date (in the case of Loans (other than Green Loans) relating to Timeshare Properties located in the State of Florida), (2) 210 days from the date on which the related Timeshare Property is required to be deeded to an Obligor in the case of Green Loans relating to Timeshare Properties located in the State of Florida; (3) 210 days from the date on which the related Timeshare Property is required to be deeded to an Obligor in the

state of Hawaii, Nevada or New Jersey and (4) in all other states 180 days from the date on which the related Timeshare Property is required to be deeded to an Obligor and (y) in the case of any Loan (other than a Green Loan) relating to a Timeshare Property located in the State of Florida, the Loan File shall contain one or more certificates from WVRI's applicable title agents in Florida to the effect that the related Mortgage has been delivered for purposes of recordation to the appropriate local real property recording office.

(xv) Lockbox Accounts. As of the applicable Cut-Off Date, the Obligor of such Loan either:

(A) shall have been instructed to remit Payments thereunder to a Post Office Box for credit to a Lockbox Account or directly to a Lockbox Account, in each case maintained at a Lockbox Bank pursuant to the terms of a Lockbox Agreement; or

(B) has entered into a PAC or Credit Card Account pursuant to which a deposit account of such Obligor is made subject to a pre-authorized debit in respect of Payments as they become due and payable, and the Seller has caused a Lockbox Bank to take all necessary and appropriate action to ensure that each such pre-authorized debit is credited directly to a Lockbox Account.

(xvi) Ownership Interest. As of the Closing Date or related Addition Date, as applicable, the Seller has good and marketable title to the Loan, free and clear of all Liens (other than Permitted Encumbrances).

(xvii) Interest in Loan. Such Loan constitutes either a "general intangible," an "instrument," "chattel paper" or an "account" under the Uniform Commercial Code of the States of Delaware, Oregon, Florida and New York.

(xviii) Recordation of Assignments. The collateral Assignment of Mortgage to the Collateral Agent relating to the Mortgage with respect to each Loan has been recorded or delivered for recordation simultaneously with the related Mortgage to the proper office in the jurisdiction in which the related Timeshare Property is located, except to the extent the related Timeshare Property is located in the State of Florida and the Seller shall have delivered an Opinion of Counsel to the effect that recordation of the Assignment of Mortgage is not necessary to perfect a security interest therein in favor of the Collateral Agent.

(xix) Material Disputes. To the actual knowledge of the Seller, the Loan is not subject to any material dispute.

(xx) Good Title; No Liens. Upon the Purchase hereunder occurring on such Closing Date or Addition Date, as applicable, the Company will be the lawful owner of, and have good title to, each Loan and all of the other related Transferred Assets that are the subject of such Purchase, free and clear of any Liens (other than any Permitted Encumbrances on the related Timeshare Properties). All Loans and related Transferred Assets are purchased without recourse to any of the Seller, WVRI, WRDC, FMB, Kona,

SDI, Eastern Resorts, BHV or the VB Subsidiaries except as described in this Agreement and any PA Supplement. Such Purchase by the Company under this Agreement and under any PA Supplement constitutes a valid and true sale and transfer for consideration (and not merely the grant of a security interest to secure a loan), enforceable against creditors of each of the Seller, WVRI, WRDC, FMB, Kona, SDI, Eastern Resorts, BHV and the VB Subsidiaries, and no Loan or other related Transferred Assets that are the subject of such Purchase will constitute property of the Seller after such Purchase.

(xxi) Solvency. Each of the Seller, WVRI, WRDC, FMB, Kona, SDI, Eastern Resorts, BHV and the VB Subsidiaries, both prior to and immediately after giving effect to the Purchase of Loans hereunder and under any PA Supplement occurring on such Closing Date or Addition Date, as applicable, (A) is not insolvent (as such term is defined in §101(32)(A) of the Bankruptcy Code), (B) is able to pay its debts as they become due and (C) does not have unreasonably small capital for the business in which it is engaged or for any business or transaction in which it is about to engage.

(xxii) POA Reserves. The capital reserves and maintenance fee levels of the POAs related to each Timeshare Property Regime underlying the Loans Purchased on such Closing Date or Addition Date, as applicable, are adequate in light of the operating requirements of such POAs.

(c) Representations and Warranties Regarding the Loan Files. The Seller and WVRI jointly and severally represent and warrant to the Company as of each Closing Date and related Addition Date as to each Loan and the related Loan File conveyed by it hereunder on and as of such Closing Date or related Addition Date, as applicable (except as otherwise expressly stated) as follows:

(i) Possession. On or immediately prior to each Closing Date or related Addition Date, as applicable, the Custodian will have possession of each original Loan and the related Loan File, and will have acknowledged such receipt and its undertaking to hold such original Loan and the related Loan File for purposes of perfection of the Collateral Agent's interest in such original Loan and the related Loan File; provided, however, that the fact that any document not required to be in its respective Loan File pursuant to Section 6(b)(ix) or Section 6(b)(xiv) of this Agreement is not in the possession of the Custodian in its respective Loan File does not constitute a breach of this representation.

(ii) Marking Records. On or before each Closing Date or Addition Date, as applicable, the Seller shall have caused the portions of its computer files relating to the Loans sold on such date to the Company to be clearly and unambiguously marked to indicate that each such Loan has been conveyed on such date to the Company.

(d) Survival of Representations and Warranties. It is understood and agreed that the representations and warranties contained in this Section 6 shall remain operative and in full force and effect, shall survive the transfer and conveyance of the Loans with respect to any Series by the Seller to the Company under this Agreement and any PA Supplement, the conveyance of the Loans by the Company to the Initial Issuer or to an Additional Issuer pursuant to the Pool Purchase Agreement and any Term Purchase Agreement and the Grant of the Collateral by the Initial Issuer or any Additional Issuer to the Collateral Agent and shall

inure to the benefit of the Company, the respective Issuers, the Trustees, the Collateral Agent and the Noteholders and their respective designees, successors and assigns.

(e) Indemnification of the Company. FMB, Kona, SDI, Eastern Resorts, BHV, each VB Subsidiary, WVRI and WRDC shall jointly and severally indemnify, defend and hold harmless the Company against any and all claims, losses and liabilities, including reasonable attorneys' fees (the foregoing being collectively referred to as "Indemnified Amounts") that may at any time be imposed on, incurred by or asserted against the Company as a result of a breach by any of FMB, Kona, SDI, Eastern Resorts, BHV, any VB Subsidiary, WVRI or WRDC of any of its respective representations, warranties or covenants hereunder. Except as otherwise provided in Section 11(i), WVRI, as applicable, shall pay to the Company, on demand, any and all amounts necessary to indemnify the Company for (i) any and all recording and filing fees in connection with the transfer of the Loans from the Seller to the Company, and any and all liabilities with respect to, or resulting from any delay in paying when due, any taxes (including sales, excise or property taxes) payable in connection with the transfer of the Loans from the Seller to the Company and (ii) costs, expenses and reasonable counsel fees in defending against the same. The agreements in this Section 6(e) shall survive the termination of this Agreement or any PA Supplement and the payment of all amounts payable hereunder, under any PA Supplement and under the Loans. For purposes of this Section 6(e), any reference to the Company shall include any officer, director, employee or agent thereof, or any successor or assignee thereof or of the Company.

(f) Representations and Warranties of Kona. Kona makes those representations and warranties set forth in Exhibit F to this Agreement as of the Kona Addition Date and as of each Closing Date occurring after the Kona Addition Date and as of each Addition Date occurring after the Kona Addition Date or as of such other date specified in such representation and warranty.

Section 7. Repurchases or Substitution of Loans for Breach of Representations and Warranties.

Provisions with respect to the repurchase or substitution of Loans of any Series for breach of representations and warranties under this Agreement and any PA Supplement shall be set forth in the related PA Supplement.

Section 8. Covenants of the Seller and WVRI.

(a) Affirmative Covenants of the Seller and WVRI. Each of the Seller and WVRI covenants and agrees that it will, at any time prior to the Termination Date:

(i) Compliance with Laws, Etc. Comply in all material respects with all applicable laws, rules, regulations and orders with respect to it, its business and properties, provisions of ERISA, the Internal Revenue Code and all applicable regulations and interpretations thereunder, and all Loans and Facility Documents to which it is a party.

(ii) Preservation of Corporate Existence. Preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its incorporation, and

qualify and remain qualified in good standing as a foreign corporation, and maintain all necessary licenses and approvals in each jurisdiction in which it does business, except where the failure to preserve and maintain such existence, rights, franchises, privileges, qualifications, licenses and approvals would not have a Material Adverse Effect with respect to it.

(iii) Audits. Upon at least two Business Days notice during regular business hours, permit the Company and/or its agents, representatives or assigns access:

(A) to the offices and properties of the Seller or WVRI in order to examine and make copies of and abstracts from all books, correspondence and Records of the Seller or WVRI as appropriate to verify the Seller's or WVRI's compliance with this Agreement, any PA Supplement or any other Facility Documents to which the Seller or WVRI is a party and any other agreement contemplated hereby or thereby, and the Company and/or its agents, representatives and assigns may examine and audit the same and make photocopies, computer tapes or other computer replicas thereof, as appropriate, and each of the Seller and WVRI will provide to the Company and/or its agents, representatives and assigns, at the expense of the Seller and WVRI, such clerical and other assistance as may be reasonably requested in connection therewith; and

(B) to the officers or employees of the Seller or WVRI designated by the Seller or WVRI, as applicable, in order to discuss matters relating to the Loans and the performance of the Seller or WVRI hereunder, under any PA Supplement or any other Facility Documents to which the Seller or WVRI is a party and any other agreement contemplated hereby or thereby, and under the other Facility Documents to which it is a party with the officers or employees of the Seller and WVRI having knowledge of such matters.

Each such audit shall be at the sole expense of the Seller and WVRI. The Company shall be entitled to conduct such audits as frequently as it deems reasonable in the exercise of the Company's reasonable commercial judgment; provided, however, that such audits shall not be conducted more frequently than annually unless an Event of Default or an Amortization Event shall have occurred. The Company and its agents, representatives and assigns also shall have the right to discuss the Seller's and WVRI's affairs with the officers, employees and independent accountants of the Seller and WVRI and to verify under appropriate procedures the validity, amount, quality, quantity, value and condition of, or any other matter relating to, the Loans and other related Transferred Assets.

(iv) [Reserved].

(v) Performance and Compliance with Receivables and Loans. At its expense, timely and fully perform and comply in all material respects with the Credit Standards and Collection Policies and Customary Practices with respect to the Loans and with all provisions, covenants and other promises required to be observed by the Seller or WVRI under the Loans.

(vi) [Reserved].

(vii) Ownership Interest. Take such action with respect to each Loan as is necessary to ensure that the Company maintains a first priority ownership interest in such Loan and the other related Transferred Assets, in each case free and clear of any Liens arising through or under the Seller or WVRI and, in the case of any Timeshare Properties, other than any Permitted Encumbrance thereon, and respond to any inquiries with respect to ownership of a Loan sold by it hereunder by stating that, from and after the Initial Closing Date or related Addition Date, as applicable, it is no longer the owner of such Loan and that ownership of such Loan has been transferred to the Company.

(viii) Instruments. Not remove any portion of the Loans or related Transferred Assets with respect to any Series that consists of money or is evidenced by an instrument, certificate or other writing from the jurisdiction in which it was held under the related Custodial Agreement unless the Company shall have first received an Opinion of Counsel to the effect that the Company shall continue to have a first-priority perfected ownership or security interest with respect to such property after giving effect to such action or actions.

(ix) No Release. Not take any action, and use its best efforts not to permit any action to be taken by others, that would release any Person from such Person's covenants or obligations under any document, instrument or agreement relating to the Loans or the other Transferred Assets, or result in the hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such document, instrument or agreement, except as expressly provided in this Agreement or any PA Supplement or such other instrument or document.

(x) Insurance and Condemnation.

(A) WVRI (1) shall with respect to each Resort which it develops or which is developed by its subsidiaries (other than the Purchaser or the Issuer), cause the governing document of each such POA at the time of creation to contain covenants requiring insurance as described in this paragraph and (2) so long as WVRI or an Affiliate (other than the Purchaser or the Issuer) maintains primary or substantial responsibility for the management, administration or other services of a similar nature with respect to such Resort, WVRI shall do or cause to be done all things which it may accomplish with a reasonable amount of cost or effort to cause each POA to maintain the insurance described in this paragraph. The insurance referred to clauses in (1) and (2) above is "all-risk" property and general liability insurance with financially sound and reputable insurers providing coverage in scope and amount that (x) satisfy the requirements of the declarations (or any similar charter document) governing the POA for the maintenance of such insurance policies and (y) are at least consistent with the scope and amount of such insurance coverage obtained by prudent POAs and/or management of other similar developments in the same jurisdiction. So long as WVRI or an Affiliate other than the Purchaser or the Issuer maintains primary or substantial responsibility for the management, administration or other services of a similar

nature with respect to such Resort and possesses the right to direct the application of insurance proceeds, WVRI shall use its best efforts to apply the proceeds of any such insurance policies in the manner specified in the related declarations (or any similar charter document) governing the POA and/or any similar charter documents of such POA (which exercise of best efforts shall include voting as a member of the POA or as a proxy or attorney-in-fact for a member). For the avoidance of doubt, the parties acknowledge that the ultimate discretion and control relating to the maintenance of any such insurance policies is vested in the POA in accordance with the respective declaration (or any similar charter document) relating to each Timeshare Property Regime.

(B) Each of the Seller and WVRI shall remit to the Collection Account the portion of any proceeds received pursuant to a condemnation of property in any Resort relating to any Timeshare Property to the extent the Obligors are required to make such remittance under the terms of one or more Loans that have been sold to the Company hereunder and under the related PA Supplement.

(xi) Separate Identity. Take such action (and cause FMB, Kona, WRDC, SDI, Eastern Resorts, BHV, the VB Subsidiaries or any other originators to take such action) as is necessary to ensure compliance with Section 6(a)(xvii), including taking all actions necessary on its part to be taken in order to ensure that the facts and assumptions relating to the Company set forth in the opinion of Orrick, Herrington & Sutcliffe LLP relating to substantive consolidation matters with respect to the Seller and the Company are true and correct.

(xii) Computer Files. Mark or cause to be marked each Loan in its computer files as described in Section 6(c)(ii) and deliver to the Company, the Issuer, the Trustee and the Collateral Agent a copy of the Loan Schedule for each Series as amended from time to time.

(xiii) Taxes. File or cause to be filed, and cause each of its Affiliates with whom it shares consolidated tax liability to file, all federal, state and local tax returns that are required to be filed by it, except where the failure to file such returns could not reasonably be expected to have a Material Adverse Effect with respect to the Purchaser, the Seller or WVRI, or otherwise be reasonably expected to expose the Purchaser, the Seller or WVRI to material liability. Each of the Seller and WVRI will pay or cause to be paid all taxes shown to be due and payable on such returns or on any assessments received by it, other than any taxes or assessments the validity of which are being contested in good faith by appropriate proceedings and with respect to which the Seller, WVRI or the applicable Affiliate has set aside adequate reserves on its books in accordance with GAAP, and which proceedings could not reasonably be expected to have a Material Adverse Effect with respect to the Purchaser, the Seller or WVRI, or otherwise be reasonably expected to expose the Purchaser, the Seller or WVRI to material liability.

(xiv) Facility Documents. Comply in all material respects with the terms of, and employ the procedures outlined under, this Agreement, any PA Supplement and all other Facility Documents to which it is a party, and take all such action as may be from

time to time reasonably requested by the Company to maintain this Agreement, any PA Supplement and all such other Facility Documents in full force and effect.

(xv) Loan Schedule. With respect to any Series, promptly amend the applicable Loan Schedule to reflect terms or discrepancies that become known after each Closing Date or any Addition Date, and promptly notify the Company, the Issuer, the Trustee and the Collateral Agent of any such amendments.

(xvi) Segregation of Collections. Prevent, to the extent within its control, the deposit into the Collection Account or any Reserve Account of any funds other than Collections in respect of the Loans with respect to any Series, and to the extent that, to its knowledge, any such funds are nevertheless deposited into the Collection Account or any Reserve Account, promptly identify any such funds to the Master Servicer for segregation and remittance to the owner thereof.

(xvii) Management of Resorts. The Seller hereby covenants and agrees that it will cause the Originator with respect to each Resort (to the extent that such Originator is responsible for maintaining or managing such Resort) to do or cause to be done all things that it may accomplish with a reasonable amount of cost or effort in order to maintain such Resort (including without limitation all grounds, waters and improvements thereon and all other facilities related thereto) in at least as good condition, repair and working order as would be customary for prudent managers of similar timeshare properties.

(b) Negative Covenants of the Seller and WVRI. Each of the Seller and WVRI covenants and agrees that it will not, at any time prior to the final Series Termination Date without the prior written consent of the Company:

(i) Sales, Liens, Etc. Against Loans and Transferred Assets. Except for the transfers hereunder, sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist, any Lien arising through or under it (other than, in the case of any Timeshare Properties, any Permitted Encumbrances thereon) upon or with respect to any Loan or other Transferred Asset or any interest therein. Each of WVRI and the Seller shall immediately notify the Company of the existence of any Lien arising through or under it on any Loan or other Transferred Asset.

(ii) Extension or Amendment of Loan Terms. Extend, amend, waive or otherwise modify the terms of any Loan (other than as a result of a Timeshare Upgrade or in accordance with Customary Practices) or permit the rescission or cancellation of any Loan, whether for any reason relating to a negative change in the related Obligor's creditworthiness or inability to make any payment under the Loan or otherwise.

(iii) Change in Business or Credit Standards or Collection Policies. (A) Make any change in the character of its business or (B) make any change in the Credit Standards and Collection Policies or (C) deviate from the exercise of Customary Practices, which change or deviation would, in any such case, materially impair the value or collectibility of any Loan.

(iv) Change in Payment Instructions to Obligors. Add, except in connection with the issuance of an Additional Series of Notes, or terminate any bank as a bank holding any account for the collection of payments in respect of the Loans from those listed in Exhibit E or make any change in its instructions to Obligors regarding payments to be made to any Lockbox Account at a Lockbox Bank, unless the Company and the Trustee shall have received (A) 30 days' prior written notice of such addition, termination or change, (B) written confirmation from the Seller or WVRI that, after the effectiveness of any such termination, there will be at least one Lockbox in existence and (C) prior to the date of such addition, termination or change, (1) executed copies of Lockbox Agreements executed by each new Lockbox Bank, the Seller, the Company, the Master Servicer and the Trustee and (2) copies of all agreements and documents signed by either the Company or the respective Lockbox Bank with respect to any new Lockbox Account.

(v) Change in Corporate Name, Etc. Make any change to its name or its type or jurisdiction of organization (or, in the case of the VB Partnerships, change the location of its chief executive office) that existed on the Initial Closing Date without providing at least 30 days' prior written notice to the Company and the Trustee and taking all action necessary or reasonably requested by the Trustee to amend its existing financing statements and file additional financing statements in all applicable jurisdictions as are necessary to maintain the perfection of the security interest of the Company.

(vi) ERISA Matters. (A) Engage or permit any ERISA Affiliate to engage in any prohibited transaction for which an exemption is not available or has not previously been obtained from the U.S. Department of Labor; (B) permit to exist any accumulated funding deficiency (as defined in Section 302(a) of ERISA and Section 412(a) of the Internal Revenue Code) or funding deficiency with respect to any Benefit Plan other than a Multiemployer Plan; (C) fail to make any payments to any Multiemployer Plan that the Seller, WVRI or any ERISA Affiliate may be required to make under the agreement relating to such Multiemployer Plan or any law pertaining thereto; (D) terminate any Benefit Plan so as to result in any liability; (E) permit to exist any occurrence of any Reportable Event that represents a material risk of a liability of the Seller, WVRI or any ERISA Affiliate under ERISA or the Internal Revenue Code; provided, however, that the ERISA Affiliates of the Seller and WVRI may take or allow such prohibited transactions, accumulated funding deficiencies, payments, terminations and Reportable Events described in clauses (A) through (E) above so long as such events occurring within any fiscal year of the Seller or WVRI, in the aggregate, involve a payment of money by or an incurrence of liability of any such ERISA Affiliate (collectively, "ERISA Liabilities") in an amount that does not exceed $2,000,000 or otherwise result in liability that would result in imposition of a lien.

(vii) Terminate or Reject Loans. Without limiting the requirements of Section 8(b)(ii), terminate or reject any Loan prior to the end of the term of such Loan, whether such rejection or early termination is made pursuant to an equitable cause, statute, regulation, judicial proceeding or other applicable law unless, prior to such termination or rejection, such Loan and any related Transferred Assets have been repurchased by the Seller pursuant to Section 7 of the related PA Supplement.

(viii) Facility Documents. Except as otherwise permitted under Section 8(b)(ii), (A) terminate, amend or otherwise modify any Facility Document to which it is a party or grant any waiver or consent thereunder or (B) terminate, amend or otherwise modify the FairShare Plus Agreement; provided, however, that (1) the Title Clearing Agreements may be amended for the purposes of (x) making additional properties subject thereto, (y) making an Affiliate of WVRI a party thereto having the same rights and obligations thereunder as WVRI or (z) identifying a separate pool of loans (which shall not include Loans sold to the Company hereunder) to be sold or pledged to secure debt under a pooling or financing arrangement similar to that evidenced by the Indenture and Servicing Agreement, and (2) the FairShare Plus Agreement may be amended from time to time (x) to substitute or add additional parties thereto, (y) to comply with state and federal laws or regulations or (z) for any other purpose, provided that with respect to this Section 8(b)(viii), WVRI or the Seller furnishes to the Company, the Issuer and the Trustee an Opinion of Counsel to the effect that such amendment or modification will not adversely affect in any material respect the respective interests of the Company, the Issuer, the Trustee or the Collateral Agent (if applicable) in the Loans and other Transferred Assets.

(ix) Insolvency Proceedings. Institute Insolvency Proceedings with respect to WorldMark, PTVO Owners Association, the Company or the Issuer or consent to the institution of Insolvency Proceedings against WorldMark, PTVO Owners Association, the Company or the Issuer, or take any corporate action in furtherance of any such action.

(c) Negative Covenants of WRDC. WRDC covenants and agrees that it will not, at any time prior to the final Series Termination Date without the prior written consent of the Company, institute Insolvency Proceedings with respect to WorldMark or consent to the institution of Insolvency Proceedings against WorldMark or take any corporate action in furtherance of any such action.

Section 9. Representations and Warranties of the Company.

The Company represents and warrants as of each Closing Date and Addition Date, or as of such other date specified in such representation and warranty, that:

(a) The Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and has full limited liability company power, authority, and legal right to own its properties and conduct its business as such properties are presently owned and as such business is presently conducted, and to execute, deliver and perform its obligations under this Agreement and any PA Supplement. The Company is duly qualified to do business and is in good standing as a foreign entity, and has obtained all necessary licenses and approvals in each jurisdiction necessary to carry on its business as presently conducted and to perform its obligations under this Agreement and any PA Supplement. One hundred percent (100%) of the outstanding membership interests of the Company is directly owned (both beneficially and of record) by Wyndham. Such membership interests are validly issued, fully paid and nonassessable and there are no options, warrants or other rights to acquire membership interests from the Company.

(b) The execution, delivery and performance of this Agreement and any PA Supplement by the Company and the consummation by the Company of the transactions provided for in this Agreement and any PA Supplement have been duly approved by all necessary limited liability company action on the part of the Company.

(c) This Agreement and any PA Supplement constitutes the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, except as such enforceability may be subject to or limited by Debtor Relief Laws and except as such enforceability may be limited by general principles of equity.

(d) The execution and delivery by the Company of this Agreement and any PA Supplement , the performance by the Company of the transactions contemplated hereby and the fulfillment by the Company of the terms hereof applicable to the Company will not conflict with, violate, result in any breach of the material terms and provisions of, or constitute (with or without notice or lapse of time or both) a material default under any provision of any existing law or regulation or any order or decree of any court applicable to the Company or its certificate of formation or limited liability company agreement or any material indenture, contract, agreement, mortgage, deed of trust, or other material instrument to which the Company is a party or by which it or its properties is bound.

(e) There are no proceedings or investigations pending, or to the knowledge of the Company threatened, against the Company before any court, regulatory body, administrative agency, or other tribunal or governmental instrumentality (A) asserting the invalidity of this Agreement or any PA Supplement, (B) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or any PA Supplement, (C) seeking any determination or ruling that, in the reasonable judgment of the Company, would adversely affect the performance by the Company of its obligations under this Agreement or any PA Supplement or (D) seeking any determination or ruling that would adversely affect the validity or enforceability of this Agreement or any PA Supplement.

(f) All approvals, authorizations, consents, orders or other actions of any person or entity or any governmental body or official required in connection with the execution and delivery of this Agreement and any PA Supplement by the Company, the performance by it of the transactions contemplated hereby and the fulfillment by it of the terms hereof, have been obtained and are in full force and effect.

(g) The Company is solvent and will not become insolvent immediately after giving effect to the transactions contemplated by this Agreement and any PA Supplement, the Company has not incurred debts beyond its ability to pay and, immediately after giving effect to the transactions contemplated by this Agreement and any PA Supplement, the Company shall have an adequate amount of capital to conduct its business in the foreseeable future.

Section 10. Covenants of the Company.

The Company hereby acknowledges that the parties to the Facility Documents are entering into the transactions contemplated by the Facility Documents in reliance upon the Company's identity as a legal entity separate from the Seller, WVRI, WRDC, Kona, SDI,

Eastern Resorts, the VB Subsidiaries and their respective Affiliates. From and after the date hereof until the final Series Termination Date under any Indenture Supplement, the Company will take such actions as shall be required in order that:

(a) The Company will conduct its business in office space allocated to it and for which it pays an appropriate rent and overhead allocation;

(b) The Company will maintain corporate records and books of account separate from those of the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries and their respective Affiliates and telephone numbers and stationery that are separate and distinct from those of the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries and their respective Affiliates;

(c) The Company's assets will be maintained in a manner that facilitates their identification and segregation from those of any of the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, the VB Subsidiaries and their respective Affiliates;

(d) The Company will observe corporate formalities in its dealings with the public and with the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries and their respective Affiliates and, except as contemplated by the Facility Documents, funds or other assets of the Company will not be commingled with those of any of the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries and their respective Affiliates. The Company will at all times, in its dealings with the public and with the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries and their respective Affiliates, hold itself out and conduct itself as a legal entity separate and distinct from the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries and their respective Affiliates. The Company will not maintain joint bank accounts or other depository accounts to which any of the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries and their respective Affiliates (other than the Master Servicer) has independent access;

(e) The duly elected board of directors of the Company and duly appointed officers of the Company will at all times have sole authority to control decisions and actions with respect to the daily business affairs of the Company;

(f) Not less than one member of the Company's board of directors will be an Independent Director. The Company will observe those provisions in its limited liability company agreement that provide that the Company's board of directors will not approve, or take any other action to cause the filing of, a voluntary bankruptcy petition with respect to the Company unless the Independent Director and all other members of the Company's board of directors unanimously approve the taking of such action in writing prior to the taking of such action;

(g) The Company will compensate each of its employees, consultants and agents from the Company's own funds for services provided to the Company; and

(h) Except as contemplated by the Facility Documents, the Company will not hold itself out to be responsible for the debts of any of the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries and their respective Affiliates.

Section 10A **Negative Covenant of the Company**.

The Company covenants and agrees that it will not, at any time prior to the final Series Termination Date institute Insolvency Proceedings with respect to WorldMark or PTVO Owners Association or consent to the institution of Insolvency Proceedings against WorldMark or PTVO Owners Association, or take any corporate action in furtherance of any such action.

Section 11. Miscellaneous.

(a) Amendment. This Agreement may be amended from time to time or the provisions hereof may be waived or otherwise modified by the parties hereto by written agreement signed by the parties hereto.

(b) Assignment. The Company has the right to assign its interests under this Agreement and any PA Supplement as may be required to effect the purposes of the Pool Purchase Agreement or any Term Purchase Agreement without the consent of the Seller, WVRI or WRDC, and the assignee shall succeed to the rights hereunder of the Company. The Seller agrees to perform its obligations hereunder for the benefit of the respective Issuers, Trustees and Noteholders and for the benefit of the Collateral Agent, and agrees that such parties are intended third party beneficiaries of this Agreement and agrees that the Trustees (or the Collateral Agent) and (subject to the terms and conditions of the applicable Indenture and Servicing Agreement and any applicable Indenture Supplement) the Noteholders may enforce the provisions of this Agreement and any PA Supplement, exercise the rights of the Company and enforce the obligations of the Seller hereunder without the consent of the Company.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

(d) Termination. The obligations of each of the Seller and WVRI under this Agreement and any PA Supplement shall survive the sale of the Loans to the Company and the Company's transfer of the Loans and other related Transferred Assets to the Issuer.

(e) **GOVERNING LAW**. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT OTHERWISE WITHOUT REFERENCE TO ITS CONFLICT OF LAW PRINCIPLES.**

(f) Notices. All demands and notices hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by certified mail, postage prepaid and return receipt requested, or by express delivery service, to (i) in the case of the Seller, Wyndham Consumer Finance, Inc., 10750 West Charleston Blvd., Suite 130, Las Vegas, Nevada 89135, Attention: President, or such other address as may hereafter be furnished to the

Company and WVRI in writing by the Seller, (ii) in the case of WVRI, WRDC, FMB, Kona, SDI, Eastern Resorts, BHV and the VB Subsidiaries, 8427 South Park Circle, Orlando, Florida 32819, Attention: President, or such other address as may hereafter be furnished to the Seller or the Company in writing by WVRI and (c) in the case of the Company, Sierra Deposit Company, LLC, 10750 West Charleston Blvd., Suite 130, Mailstop 2067, Las Vegas, Nevada 89135, Attention: President, or such other address as may hereafter be furnished to the Seller, WVRI or WRDC in writing by the Company.

(g) Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

(h) Successors and Assigns. This Agreement shall be binding upon each of the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries, the VB Partnerships and the Company and their respective permitted successors and assigns, and shall inure to the benefit of each of the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries, the VB Partnerships and the Company and each of the Issuer, the Trustee and the Collateral Agent to the extent explicitly contemplated hereby.

(i) Costs, Expenses and Taxes.

(i) Each of the Seller, WVRI and WRDC jointly and severally agrees to pay on demand to the Company all reasonable costs and expenses, if any, incurred or reimbursed (or to be reimbursed) by the Company (including reasonable counsel fees and expenses) in connection with the enforcement or preservation of the rights and remedies under this Agreement and any PA Supplement.

(ii) Each of the Seller, WVRI and WRDC jointly and severally agrees to pay, indemnify and hold the Company harmless from and against any and all stamp, sales, excise and other taxes and fees payable or determined to be payable by or reimbursed (or to be reimbursed) by the Company in connection with the execution, delivery, filing and recording of this Agreement or any PA Supplement, and against any liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees.

(j) No Bankruptcy Petition. Each of the Seller, Kona, SDI, Eastern Resorts, BHV, each VB Subsidiary, each VB Partnership, WVRI and WRDC covenants and agrees not to institute against the Company or the Issuer, or join any other person in instituting against the Company or the Issuer, any proceeding under any Debtor Relief Law.

(k) Treatment of Timeshare Upgrades. Notwithstanding anything in this Agreement to the contrary (but subject to the other provisions of this paragraph), the Seller (or the Master Servicer on the Seller's behalf) may upgrade any Timeshare Property by entering into a new Loan with the related Obligor, but only if the proceeds of such new Loan are used to prepay all obligations in full of such Obligor under the existing Loan (the proceeds of which shall be the property of the Company). Upon its creation, the new Loan created by such Timeshare Upgrade

shall not be property of the Company, but may be sold by the Seller to the Company as an Additional Loan pursuant to the terms and conditions of this Agreement and any PA Supplement. The parties hereto intend that the Seller (or the Master Servicer on the Seller's behalf) will not upgrade a Timeshare Property pursuant to this Section 11(k) in order to provide direct or indirect assurance to the Seller, the Trustee or any Noteholder against loss by reason of the bankruptcy or insolvency (or other credit condition) of, or default by, the Obligor on, or the uncollectibility of, any Loan.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized, all as of the day and year first above written.

WYNDHAM CONSUMER FINANCE, INC.

By: /s/ Mark A. Johnson
Name: Mark A. Johnson
Title: President

WYNDHAM RESORT DEVELOPMENT CORPORATION

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

WYNDHAM VACATION RESORTS, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

FAIRFIELD MYRTLE BEACH, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

SEA GARDENS BEACH AND TENNIS RESORT, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

[Signature page for Amended and Restated WVRI MLPA]

VACATION BREAK RESORTS, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

VACATION BREAK RESORTS AT STAR ISLAND, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

PALM VACATION GROUP,
by its General Partners:

Vacation Break Resorts at Palm Aire, Inc.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

Palm Resort Group, Inc.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

[Signature page for Amended and Restated WVRI MLPA]

OCEAN RANCH VACATION GROUP,
by its General Partners:

Vacation Break at Ocean Ranch, Inc.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

Ocean Ranch Development, Inc.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

KONA HAWAIIAN VACATION OWNERSHIP, LLC

By: Fairfield Resorts, Inc.
Its Managing Member

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

SHAWNEE DEVELOPMENT, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

[Signature page for Amended and Restated WVRI MLPA]

EASTERN RESORTS CORPORATION

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

BHV DEVELOPMENT COMPANY, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

[Signature page for Amended and Restated WVRI MLPA]

SIERRA DEPOSIT COMPANY, LLC

By: /s/ Mark A. Johnson
Name: Mark A. Johnson
Title: President

[Signature page for Amended and Restated WVRI MLPA]

SCHEDULE 1

Loan Schedule

To be delivered on first sale of Loans.

SCHEDULE 2

Resorts

WVRI Resorts (as of August 31, 2007)

Resort Name	Location
Flagstaff	Flagstaff, Arizona
Sedona	Sedona, Arizona
Fairfield Bay	Van Buren, Arkansas
Dolphin's Cove	Anaheim, California
Harbour Lights	San Diego, California
Durango	Durango, Colorado
Pagosa	Pagosa Springs, Colorado
Ocean Walk	Daytona Beach, Florida
Majestic Sun	Destin, Florida
Bay Club II	Destin, Florida
Destin Beach Street Cottages	Destin, Florida
Fairways at Palm-Aire	Ft Lauderdale, Florida
Royal Vista Resort	Ft Lauderdale, Florida
Santa Barbara Resort and Yacht Club	Ft Lauderdale, Florida
Sea Gardens Beach and Tennis Resort	Ft Lauderdale, Florida
Cypress Palms	Orlando, Florida
Star Island	Orlando, Florida
Orlando International Resort Club	Orlando, Florida
Bonnet Creek	Orlando, Florida
Fairfield Plantation	Atlanta, Georgia
Kona Hawaiian Village	Kona, Hawaii
Royal Sea Cliff	Kona, Hawaii
Mauna Loa Village	Kailua-Kona, Hawaii
Waikiki Beach Walk	Honolulu – Oahu, Hawaii
Bali Hai Villas	Kauai, Hawaii
Kauai Beach Villas	Kauai, Hawaii
The Shearwater	Kauai, Hawaii
Ka 'Eo Kai	Kauai, Hawaii
Makai Club and Cottages	Kauai, Hawaii
Avenue Plaza	New Orleans, Louisiana
Bentley Brook	Hancock, Massachusetts
Coconut Malorie	Ocean City, Maryland
Branson	Branson, Missouri
Mountain Vista	Branson, Missouri
Grand Desert Resort	Las Vegas, Nevada
SouthShore	Zephyr Cove, Nevada
Skyline Towers	Atlantic City, New Jersey
Fairfield Mountains	Lake Lure, North Carolina
Fairfield Harbour	New Bern, North Carolina
Fairfield Sapphire Valley	Sapphire Valley, North Carolina
Shawnee Village[1]	Shawnee on Delaware, Pennsylvania
Bay Voyage	Jamestown, Rhode Island
Newport Overlook	Jamestown, Rhode Island
Inn on Long Wharf	Newport, Rhode Island
Long Wharf Resort	Newport, Rhode Island
Newport Inn on the Harbour	Newport, Rhode Island
Newport Onshore	Newport, Rhode Island
Ocean Ridge	Edisto Island, South Carolina
Westwinds	Myrtle Beach, South Carolina
Sea Watch Plantation	North Myrtle Beach, South Carolina

Resort Name	Location
Ocean Boulevard	North Myrtle Beach, South Carolina
The Cottages	North Myrtle Beach, South Carolina
Fairfield Glade	Glade, Tennessee
Nashville	Nashville, Tennessee
Smoky Mountains	Sevierville, Tennessee
Riverside Suites	San Antonio, Texas
La Casscada	San Antonio, Texas
Old Town Alexandria	Alexandria, Virginia
Governor's Green	Williamsburg, Virginia
Kingsgate	Williamsburg, Virginia
Patriot's Place	Williamsburg, Virginia
Wisconsin Dells	Wisconsin Dells, Wisconsin
Tamarack[1]	Wisconsin Dells, Wisconsin
Inn at Glacier Canyon	Lake Delton, Wisconsin
Bluebeard's Castle[1]	St. Thomas, U.S. Virgin Islands
Bluebeard's Beach Club	St. Thomas, U.S. Virgin Islands
Elysian Beach Resort	St. Thomas, U.S. Virgin Islands

1 Resort is not eligible under the FairShare Plus Program.

WRDC Resorts (as of August 31, 2007)

Resort Name	Location
Rancho Vistoso	Oro Valley, Arizona
Bison Ranch	Overgaard, Arizona
Pinetop	Pinetop, Arizona
Dolphin's Cove	Anaheim, California
Angels Camp	Angels Camp, California
Bass Lake	Bass Lake, California
Big Bear	Big Bear Lake, California
Indio	Indio, California
Marina Dunes	Marina, California
Clear Lake	Nice, California
Oceanside	Oceanside, California
Palm Springs	Palm Springs, California
Pismo Beach	Pismo Beach, California
San Diego	San Diego, California
San Francisco	San Francisco, California
Solvang	Solvang, California
Windsor	Windsor, California
Estes Park	Estes Park, Colorado
Steamboat Springs	Steamboat Springs, Colorado
Ocean Walk	Daytona Beach, Florida
Orlando	Orlando, Florida
Kapaa Shores	Kapaa, Hawaii
Kihei	Kihei, Hawaii
Kona	Kona, Hawaii
Valley Isle	Lahaina, Hawaii
Arrow Point	Harrison, Idaho
McCall	McCall, Idaho
Galena	Galena, Illinois
New Orleans	New Orleans, Louisiana
Branson	Branson, Missouri
Lake of the Ozarks	Osage Beach, Missouri
Las Vegas	Las Vegas, Nevada
Las Vegas/Spencer	Las Vegas, Nevada
Reno	Reno, Nevada
Tahoe	Stateline, Nevada
South Shore	Zephyr Cove, Nevada
Grand Lake	Grand Lake, Oklahoma
Depoe Bay	Depoe Bay, Oregon
Gleneden	Gleneden Beach, Oregon
Running Y	Klamath Falls, Oregon
Schooners Landing	Newport, Oregon
Eagle Crest	Redmond, Oregon
Seaside	Seaside, Oregon
Wolf Creek	Eden, Utah
Bear Lake	Garden City, Utah
Midway	Midway, Utah
St. George	St. George, Utah
Birch Bay	Blaine, Washington
Lake Chelan Shores	Chelan, Washington
Park Village	Leavenworth, Washington
Surfside Inn	Ocean Park, Washington
Mariner Village	Ocean Shores, Washington
Discovery Bay	Port Townsend, Washington

Resort Name	Location
The Camlin	Seattle, Washington
The Canadian	Vancouver, British Columbia, Canada
Victoria	Victoria, British Columbia, Canada
Cascade Lodge	Whistler, British Columbia, Canada
Sundance	Whistler, British Columbia, Canada
Denarau Island[1]	Nadi Town, Denarau Island, Fiji
Coral Baja	San Jose del Cabo, Baja California Sur, Mexico
La Paloma	Rosarito, Baja California, Mexico
Cairns[2]	Cairns, Queensland, Australia
Golden Beach[2]	Golden Beach, Queensland, Australia
Kirra Beach[2]	Kirra Beach, Queensland, Australia
Port Stephens[2]	Salamander Bay, New South Wales, Australia
Coffs Harbour[2]	Coffs Harbour, New South Wales, Australia
Port Macquarie[2]	Port Macquarie, New South Wales, Australia
Pokolbin[2]	Pokolbin, New South Wales, Australia
Flynns Beach[2]	Port Macquarie, New South Wales, Australia
Suites Sydney[2]	Sydney, New South Wales, Australia
Seven Mile Beach[2]	Tasmania, Australia
Ballarat Resort[2]	Sebastopol, Victoria, Australia
Lakes Entrance[2]	Lake Entrance, Victoria, Australia
Rotorua[2]	Rotorua, New Zealand

1 Includes WorldMark and WorldMark South Pacific Club Units.

2 These resorts are owned and operated through WorldMark South Pacific Club. None of the loans originated from WRDC South Pacific are included in the Pledged Loans.

SCHEDULE 3

Environmental Issues

None.

SCHEDULE 4

Lockbox Accounts

Lockbox Account: 37563843231

Lockbox Bank:

Bank of America, N.A.
ABA number:
Contact Person:

Related Post Office Boxes:

Boston Lockbox # 3624
Address: Boston, MA 02241-3624

San Francisco Lockbox # 74547
Address: P.O. Box 60000, San Francisco, CA 94160

SCHEDULE 5

Litigation

On July 19, 2005, a class action complaint was filed in Federal District Court in the Middle District of Florida (the "**District Court**") against Wyndham Vacation Resorts Inc., FairShare Vacation Owners Association, and certain individual officers of Wyndham Vacation Resorts Inc., as defendants. The lawsuit alleges, under a variety of legal theories, that the defendants violated their duties to the members of FairShare Plus through self-serving changes to the reservation and availability policies (including an affiliation with RCI), which diminished the value of the vacation ownership interests purchased by the members and rendered it more difficult for members to obtain reservations at their home resort. The complaint does not seek monetary damages in a specified amount, nor does it specify the form of injunctive or declaratory relief sought. Plaintiffs filed their motion for class certification on October 18, 2005, and defendants submitted their opposition on January 18, 2006. On April 26, 2006, the court heard oral argument but did not rule on the plaintiffs' motion for class certification. On April 27, 2006, the court denied the plaintiffs' motion for class certification. On May 11, 2006, plaintiffs filed with the U.S. Court of Appeals for the Eleventh Circuit a petition for an interlocutory review of the District Court's April 27 order denying class certification. On May 15, 2006, the District Court ordered plaintiffs to file not later than May 31, 2006, an amended complaint which omits class action allegations. On or about May 31, 2006, plaintiffs filed an amended complaint omitting the class action allegations. On June 7, 2006, defendants moved to dismiss the amended complaint for lack of subject matter jurisdiction. On June 21, 2006, the U.S. Court of Appeals for the Eleventh Circuit denied the plaintiff's petition for an interlocutory review of the District Court's April 27 order. On July 14th, 2006, the U.S. District Court granted defendants' motion to dismiss the amended complaint for lack of subject matter jurisdiction. On August 8th, 2006, plaintiffs filed a notice of final appeal before the Eleventh Circuit Court of Appeals. Plaintiffs filed their appellate brief on September 25, 2006. Defendants filed opposition to plaintiffs' appeal on October 23, 2006. Plaintiffs filed their reply to defendants' opposition on November 6, 2006. On January 30, 2007, the Eleventh Circuit Court of Appeals affirmed the ruling of the District Court denying class certification and not permitting plaintiffs to file a second amended complaint to redefine the proposed class. Plaintiffs did not file a petition for certiorari to the U.S. Supreme Court before the April 30, 2007 deadline as instructed by the Eleventh Circuit's decision and therefore the matter is considered concluded.

On April 2, 2007, a complaint was filed in the Superior Court of the State of California for the County of San Mateo against Trendwest Resorts, Inc. and "Doe"s 1-50, as defendants. The lawsuit was filed as a purported class action on behalf of two named couples and similarly situated owners of vacation ownership interests in WorldMark, The Club. The complaint alleges, under a variety of legal theories, that the defendants violated their obligations to the members of WorldMark, The Club through implementation in November 2006 of a program known as TravelShare. Plaintiffs allege that the implementation of TravelShare diminished the value of the vacation ownership interests purchased by the plaintiffs and rendered it more difficult for the plaintiffs to obtain reservations on short notice at WorldMark resorts. The complaint seeks, among other things, unspecified monetary damages and a permanent injunction

against operation of the TravelShare program. The lawsuit is in its early stages but WRDC (formerly known as Trendwest Resorts, Inc.) believes it has meritorious defenses and intends to defend the lawsuit vigorously. On May 1, 2007, defendant WRDC filed an answer to the complaint in the Superior Court and subsequently removed the action to the United States District Court for the Northern District of California. Plaintiffs served a motion for leave to file a first amended complaint on September 14, 2007, together with a draft complaint. The amended complaint would name, as additional defendants, current and former members of WorldMark, The Club Board of Directors that were employed by WRDC or and affiliate. On October 22, 2007, the District Court granted the plaintiffs' motion and ordered the plaintiffs to file their amended complaint by October 26, 2007.

EXHIBIT A

Forms of Custodial Agreement

EXHIBIT B

FORM OF ASSIGNMENT OF ADDITIONAL LOANS

ASSIGNMENT NO. ___OF ADDITIONAL LOANS dated as of ___, by and between WYNDHAM CONSUMER FINANCE, INC., a Delaware corporation (the 'Seller"), WYNDHAM RESORT DEVELOPMENT CORPORATION, an Oregon corporation, WYNDHAM VACATION RESORTS, INC., a Delaware corporation, KONA HAWAIIAN VACATION OWNERSHIP, LLC, a Hawaii limited liability company, SHAWNEE DEVELOPMENT, INC., a Pennsylvania corporation, FAIRFIELD MYRTLE BEACH, INC., a Delaware corporation, EASTERN RESORTS COMPANY, LLC, a Rhode Island limited liability company, SEA GARDENS BEACH AND TENNIS RESORT, INC., a Florida corporation, VACATION BREAK RESORTS, INC., a Florida corporation, VACATION BREAK RESORTS AT STAR ISLAND, INC., a Florida corporation, PALM VACATION GROUP, a Florida general partnership, OCEAN RANCH VACATION GROUP, a Florida general partnership, and SIERRA DEPOSIT COMPANY, LLC, a Delaware limited liability company (the "Purchaser"), pursuant to the Agreement referred to below.

WITNESSETH:

WHEREAS, the Seller and the Purchaser are parties to the Master Loan Purchase Agreement dated as of August 29, 2002 and amended and restated as of October [_], 2007, and the Purchase Agreement Supplement dated as of August 29, 2002 and amended and restated as of October [_], 2007 (the "PA Supplement") (as so supplemented, and as such agreement may have been, or may from time to time be, further amended, supplemented or otherwise modified, the "Agreement");

WHEREAS, pursuant to the Agreement, the Seller wishes to designate Additional Loans (including Additional Upgrade Balances) to be included as Loans, and the Seller wishes to sell its right, title and interest in and to the Additional Loans to the Purchaser pursuant to this Assignment and the Agreement; and

WHEREAS, the Purchaser wishes to purchase such Additional Loans subject to the terms and conditions hereof.

NOW, THEREFORE, the Seller and the Purchaser hereby agree as follows:

1. Defined Terms. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless otherwise defined herein.

"Addition Cut-Off Date" shall mean, with respect to the Additional Loans, _____.

"Addition Date" shall mean, with respect to the Additional Loans, _____.

"Additional Loans" shall mean the Additional Loans, as defined in the Agreement, that are sold hereby and listed on Schedule 1.

"Additional Transferred Assets" shall have the meaning set forth in Section 3.

2. Designation of Additional Loans. The Seller delivers herewith a Loan Schedule containing a true and complete list of the Additional Loans. Such Loan Schedule is incorporated into and made part of this Assignment, shall be Schedule 1 to this Assignment and shall supplement Schedule 1 to the Agreement.

3. Sale of Additional Loans.

The Seller does hereby sell, transfer, assign, set over and otherwise convey to the Purchaser, without recourse except as provided in the Agreement, all of the Seller's right, title and interest in, to and under (i) the Additional Loans as of the close of business on the Addition Cut-Off Date and all Scheduled Payments, other Collections and other funds received in respect of such Additional Loans on or after the Addition Cut-Off Date and any other monies due or to become due on or after the Addition Cut-Off Date in respect of any such Additional Loans, and any security therefor; (ii) (A) the Timeshare Properties relating to the Timeshare Property Loans and (B) the Title Clearing Agreements and the FairShare Plus Program (including without limitation the FairShare Plus Agreement) to the extent that they relate to such Timeshare Properties; (iii) any Mortgages relating to the Additional Loans; (iv) any Insurance Policies relating to the Additional Loans; (v) the Loan Files and other Records relating to the Additional Loans; (vi) the Loan Conveyance Documents relating to the Additional Loans; (vii) all interest, dividends, cash, instruments, financial assets and other investment property and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, or on account of, the sale or other disposition of the Additional Transferred Assets, and including all payments under Insurance Policies (whether or not any of the Seller, the Purchaser, any Originator, the Master Servicer, the Issuer or the Trustee is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any Additional Transferred Assets, and any security granted or purported to be granted in respect of any Additional Transferred Assets; and (viii) all proceeds of any of the foregoing property described in clauses (i) through (vii) (collectively, the "Additional Transferred Assets").

In connection with the foregoing sale and if necessary, the Seller agrees to record and file one or more financing statements (and continuation statements or other amendments with respect to such financing statements when applicable) with respect to the Additional Transferred Assets meeting the requirements of applicable State law in such manner and in such jurisdictions as are necessary to perfect the sale of the Additional Transferred Assets to the Purchaser, and to deliver a file-stamped copy of such financing statements and continuation statements (or other amendments) or other evidence of such filing to the Purchaser.

In connection with the foregoing sale, the Seller further agrees, on or prior to the date of this Assignment, to cause the portions of its computer files relating to the Additional Loans sold on such date to the Purchaser to be clearly and unambiguously marked to indicate that each such Additional Loan has been sold on such date to the Purchaser pursuant to the Agreement and this Assignment.

It is the express and specific intent of the parties that the transfer of the Additional Loans and the other Transferred Assets relating thereto from the Seller to the Purchaser as provided is and shall be construed for all purposes as a true and absolute sale of such Additional Loans and Transferred Assets, shall be absolute and irrevocable and provide the Purchaser with the full benefits of ownership of the Additional Loans and related Transferred Assets and will be treated as such for all federal income tax reporting and all other purposes. Without prejudice to preceding sentence providing for the absolute transfer of the Seller's interest in the Additional Loans and other Transferred Assets to the Purchaser, in order to secure the prompt payment and performance of all obligations of the Seller to the Purchaser under the Agreement, whether now or hereafter existing, due or to become due, direct or indirect, or absolute or contingent, the Seller hereby assigns and grants to the Purchaser a first priority security interest in all of the Seller's right, title and interest, whether now owned or hereafter acquired, if any, in, to and under all of the Additional Loans and the other related Transferred Assets and the proceeds thereof. WVRI, WRDC, FMB, Kona, SDI, Eastern Resorts, the VB Subsidiaries and the Seller acknowledge that the Additional Loans and other related Transferred Assets are subject to the Lien of the Indenture and Servicing Agreement for the benefit of the Collateral Agent on behalf of the Trustee and the Noteholders.

4. Acceptance by the Purchaser. The Purchaser hereby acknowledges that, prior to or simultaneously with the execution and delivery of this Assignment, the Seller delivered to the Purchaser the Loan Schedule described in Section 2 of this Assignment with respect to all Additional Loans.

5. Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Purchaser on the Addition Date that each representation and warranty to be made by it on such Addition Date pursuant to the Agreement is true and correct, and that each such representation and warranty is hereby incorporated herein by reference as though fully set out in this Assignment.

6. Ratification of the Agreement. The Agreement is hereby ratified, and all references to the Agreement shall be deemed from and after the Addition Date to be references to the Agreement as supplemented and amended by this Assignment. Except as expressly amended hereby, all the representations, warranties, terms, covenants and conditions of the Agreement shall remain unamended and shall continue to be, and shall remain, in full force and effect in accordance with its terms and except as expressly provided herein shall not constitute or be deemed to constitute a waiver of compliance with or consent to non-compliance with any term or provision of the Agreement.

7. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

8. GOVERNING LAW. THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING § 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT OTHERWISE WITHOUT REFERENCE TO ITS CONFLICT OF LAW PRINCIPLES.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be duly executed by their respective officers as of the day and year first written above.

WYNDHAM CONSUMER FINANCE, INC
as Seller

By: _____
Name:
Title:

WYNDHAM RESORT DEVELOPMENT CORPORATION

By: _____
Name:
Title:

WYNDHAM VACATION RESORTS, INC.

By: _____
Name:
Title:

FAIRFIELD MYRTLE BEACH, INC.

By: _____
Name:
Title:

EASTERN RESORTS CORPORATION

By: _____
Name:
Title:

SEA GARDENS BEACH AND TENNIS RESORT, INC.

By: _____
Name:
Title:

VACATION BREAK RESORTS, INC.

By: _____
Name:
Title:

VACATION BREAK RESORTS AT STAR ISLAND, INC.

By: _____
Name:
Title:

PALM VACATION GROUP,
by its General Partners:

Vacation Break Resorts at Palm Aire, Inc.

By: _____
Name:
Title:

Palm Resort Group, Inc.

By: _____
Name:
Title:

HAWAIIAN VACATION OWNERSHIP, LLC

By: Fairfield Resorts, Inc.,
Its Managing Member

By: _____
Name:
Title:

SHAWNEE DEVELOPMENT, INC.

By: _____
Name:
Title:

OCEAN RANCH VACATION GROUP,
by its General Partners:

Vacation Break at Ocean Ranch, Inc.

By: _____
Name:
Title:

Ocean Ranch Development, Inc.

By: _____
Name:
Title:

SIERRA DEPOSIT COMPANY, LLC

By: _____
Name:
Title:

EXHIBIT C

Credit Standard and Collection Policies

EXHIBIT D

Forms of Loans

EXHIBIT E

Form of
Lockbox Agreement

[On file at Orrick, Herrington & Sutcliffe LLP.]

EXHIBIT F

Representations and Warranties of Kona.

(a) General Representation of Kona. Kona represents and warrants as of the Kona Addition Date, as of each Closing Date occurring after the Kona Addition Date and as of each Addition Date occurring after the Kona Addition Date or as of such other date specified in such representation and warranty that:

(1) Organization and Good Standing.

(i) Kona is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Hawaii and has full power, authority and legal right to own its properties and conduct its business as such properties are presently owned and such business is presently conducted, and to execute, deliver and perform its obligations under the Purchase Agreement, any related PA Supplement to which it is a party, and each of the Facility Documents to which it is a party. Kona is duly qualified to do business and is in good standing as a foreign corporation, and has obtained all necessary licenses and approvals in each jurisdiction in which failure to qualify or to obtain such licenses and approvals would render any Loan unenforceable by Kona.

(ii) Kona's name as set forth in the preamble of this Agreement is its correct legal name and has not been changed in the past six years. Kona does not utilize any trade name, assumed name, fictitious name or "doing business name."

(2) Due Authorization and No Conflict. The execution, delivery and performance by Kona of each of the Facility Documents to which it is a party and the consummation by Kona of the transactions contemplated under the Purchase Agreement and each other Facility Document to which Kona is a party has been duly authorized by Kona by all necessary company action, does not contravene (i) Kona's limited liability company agreement, (ii) any law, rule or regulation applicable to Kona, (iii) any contractual restriction contained in any material indenture, loan or credit agreement, lease, mortgage, deed of trust, security agreement, bond, note, or other material agreement or instrument binding on Kona or (iv) any order, writ, judgment, award, injunction or decree binding on or affecting Kona or its properties (except where such contravention would not have a Material Adverse Effect with respect to Kona or its properties), and do not result in or require the creation of any Lien upon or with respect to any of its properties; and no transaction contemplated hereby or the Facility Documents requires compliance with any bulk sales act or similar law. To the extent that this representation is being made with respect to Title I of ERISA or Section 4975 of the Code, it is made subject to the assumption that none of the assets being used to purchase the Loans and Transferred Assets constitute assets of any Benefit Plan or Plan with respect to which the Seller is a party in interest or disqualified person.

(3) Governmental and Other Consents. All approvals, authorizations, consents or orders of any court or governmental agency or body required in connection with the execution and delivery by Kona of this Agreement and the consummation by Kona of the transactions contemplated hereby, the performance by Kona of and the compliance by Kona with the terms hereof and of the Master Loan Purchase Agreement as amended hereby have been obtained, except where the failure to do so would not have a Material Adverse Effect with respect to Kona.

(4) Enforceability of this Agreement. This Agreement and each of the Facility Documents to which Kona is a party has been duly and validly executed and delivered by Kona and constitutes the legal, valid and binding obligation of Kona, enforceable against it in accordance with its respective terms, except as enforceability may be subject to or limited by Debtor Relief Laws or by general principles of equity (whether considered in a suit at law or in equity).

(5) No Litigation. There are no proceedings or investigations pending, or to the knowledge of Kona, threatened, against Kona before any court, regulatory body, administrative agency, or other tribunal or governmental instrumentality (A) asserting the invalidity of this Agreement or any of the other Facility Documents, (B) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or any of the other Facility Documents, (C) seeking any determination or ruling that would adversely affect the performance by Kona of its obligations under this Agreement or any of the Facility Documents to which it is a party, (D) seeking any determination or ruling that would adversely affect the validity or enforceability of this Agreement or any of the other Facility Documents or (E) seeking any determination or ruling that would, if adversely determined, be reasonably likely to have a Material Adverse Effect with respect to Kona.

(6) Governmental Regulations. Kona is not (A) an "investment company" registered or required to be registered under the Investment Company Act of 1940, as amended, or (B) a "public utility company" or a "holding company," a "subsidiary company" or an "affiliate" of any public utility company within the meaning of Section 2(a)(5), 2(a)(7), 2(a)(8) or 2(a)(ii) of the Public Utility Holding Company Act of 1935, as amended.

(7) Margin Regulations. Kona is not engaged, principally or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any margin stock (as each such term is defined or used in any of Regulations T, U or X of the Board of Governors of the Federal Reserve System). No part of the proceeds of any of the notes issued by the Issuer has been used by Kona for so purchasing or carrying margin stock or for any purpose that violates or would be inconsistent with the provisions of any of Regulations T, U or X of the Board of Governors of the Federal Reserve System.

(8) Location of Chief Executive Office and Records. The principal place of business and chief executive office of Kona and the office where all of its Records are maintained, is located at Kona Hawaiian Vacation Ownership, LLC, 75 5722 Kuakini Highway, Suite 108, Kailua Kona, Hawaii 96740. Kona has not changed its principal place of business or chief executive office (or the office where it maintains all of its Records) during the previous six years.

At any time after the Kona Addition Date, upon 30 days' prior written notice to the Trustee as assignee of the Purchaser and the Issuer, Kona may change its name or may change its type or its jurisdiction of organization to another jurisdiction within the United States, but only so long as all action necessary or reasonably requested by the Purchaser to amend the existing financing statements and to file additional financing statements in all applicable jurisdictions to perfect the transfer of the Loans and the related Transferred Assets is taken.

(9) Lockbox Accounts. Except in the case of any Lockbox Account pursuant to which only Collections in respect of Loans subject to a PAC or Credit Card Account are deposited, Kona has filed a standing delivery order with the United States Postal Service authorizing each Lockbox Bank to receive mail delivered to the related Post Office Box. The account numbers of all Lockbox Accounts, together with the names, addresses, ABA numbers and names of contact persons of all the Lockbox Banks maintaining such Lockbox Accounts and the related Post Office Boxes, are set forth in Schedule 4 to the Master Loan Purchase Agreement. From and after the date of the Kona Addition Date, Kona shall not have any right, title and/or interest in or to any of the Lockbox Accounts or the Post Office Boxes and will maintain no Lockbox accounts in its own name for the collection of payments in respect of the Loans. Kona does not have any lockbox or other accounts for the collection of payments in respect of the Loans other than the Lockbox Accounts.

(10) Facility Documents. Kona has furnished to the Company true, correct and complete copies of each Facility Document to which it is a party, each of which is in full force and effect. Kona is not in default thereunder in any material respect.

(11) Taxes. Kona has timely filed or caused to be filed all federal, state and local tax returns required to be filed by it, and has paid or caused to be paid all taxes shown to be due and payable on such returns or on any assessments received by it, other than any taxes or assessments the validity of which are being contested in good faith by appropriate proceedings and has set aside adequate reserves on its books in accordance with GAAP, and which proceedings have not given rise to any Lien.

(12) Accounting Treatment. Kona has accounted for the transactions contemplated in this Agreement and the Facility Documents in accordance with GAAP.

(13) ERISA There has been no (A) occurrence or expected occurrence of any Reportable Event with respect to any Benefit Plan subject to Title IV of ERISA of Kona, or any withdrawal from, or the termination, Reorganization or Plan Insolvency of any Multiemployer Plan or (B) institution of proceedings or the taking of any other action by Pension Benefit Guaranty Corporation or by Kona or any such Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Plan Insolvency of, any such Plan.

(14) No Adverse Selection. No selection procedures materially adverse to the Purchaser, the Issuer, the Noteholders, the Trustee or the Collateral Agent have been employed by Kona in selecting the Loans for inclusion in the Loan Pool on any Closing Date or Addition Date.

(15) Separate Identity. Kona has observed the applicable legal requirements on its part for the recognition of the Purchaser as a legal entity separate and apart from the Seller; provided, however, that Kona makes no representation or warranty in this paragraph with respect to the Company or the Issuer.

Exhibit 10.5

SERIES 2002-1 SUPPLEMENT
Dated as of August 29, 2002

to

MASTER LOAN PURCHASE AGREEMENT
Dated as of August 29, 2002

Amended and Restated as of October 30, 2007

SIERRA TIMESHARE CONDUIT RECEIVABLES FUNDING, LLC
LOAN-BACKED
VARIABLE FUNDING NOTES,
SERIES 2002-1

by and between

WYNDHAM CONSUMER FINANCE, INC.,
as Seller

SIERRA DEPOSIT COMPANY, LLC,
as Purchaser

and

THE ORIGINATORS
named herein from time to time

THIS PURCHASE AGREEMENT SUPPLEMENT (this "PA Supplement"), dated as of August 29, 2002, as amended and restated as of October 30, 2007, is by and between WYNDHAM CONSUMER FINANCE, INC., a Delaware corporation, as seller (the "Seller"), WYNDHAM VACATION RESORTS, INC. (formerly known as Fairfield Vacation Resorts, Inc.), a Delaware corporation and the parent corporation of the Seller, as an originator ("WVRI"), WYNDHAM RESORT DEVELOPMENT CORPORATION (formerly known as Trendwest Resorts, Inc.), an Oregon corporation, as an originator ("WRDC"), FAIRFIELD MYRTLE BEACH, INC., a Delaware corporation and a wholly-owned subsidiary of WVRI, as an originator ("FMB"), KONA HAWAIIAN VACATION OWNERSHIP, LLC, a Hawaiian limited liability company, as an originator ("Kona"), SHAWNEE DEVELOPMENT, INC., a Pennsylvania corporation, as an originator ("SDI"), EASTERN RESORTS COMPANY, LLC, a Rhode Island limited liability company, as an originator ("Eastern Resorts"), BHV DEVELOPMENT, INC., a Delaware corporation, as an originator ("BHV"), SEA GARDENS BEACH AND TENNIS RESORT, INC., a Florida corporation, as an originator ("Sea Gardens"), VACATION BREAK RESORTS, INC., a Florida corporation, as an originator ("VBR"), VACATION BREAK RESORTS AT STAR ISLAND, INC., a Florida corporation, as an originator ("VBRS") (each of Sea Gardens, VBR and VBRS being wholly-owned subsidiaries of Vacation Break, USA, Inc., a wholly-owned subsidiary of WVRI), PALM VACATION GROUP, a Florida general partnership ("PVG"), OCEAN RANCH VACATION GROUP, a Florida general partnership ("ORVG") (each of Sea Gardens, VBR, VBRS, PVG and ORVG are hereinafter collectively referred to as the "VB Subsidiaries" and PVG and ORVG are hereinafter collectively referred to as the "VB Partnerships") and SIERRA DEPOSIT COMPANY, LLC, a Delaware limited liability company, as purchaser (hereinafter referred to as the "Purchaser").

Section 2 of the Agreement provides that the Seller may from time to time sell and assign to the Purchaser, and the Purchaser may from time to time Purchase from the Seller, all the Seller's right, title and interest in, to and under Loans listed on the Loan Schedule of the related PA Supplement on the Closing Date for the related Series. The principal terms of the Purchase and sale of Loans for each Series shall be set forth in a PA Supplement to the Agreement.

Pursuant to this PA Supplement and in accordance with Section 2 of the Agreement, the Seller hereby sells to the Purchaser, and the Purchaser hereby Purchases from the Seller, the Series 2002-1 Loans, and the Seller and the Purchaser hereby specify the principal terms of such sales and Purchases.

The Purchaser has determined with the agreement of the Seller that Loans purchased from the Seller may be sold to Sierra Timeshare Conduit Receivables Funding, LLC (the "Initial Issuer") and pledged to secure notes issued by the Initial Issuer or may be sold by the Purchaser to an Additional Issuer and pledged to secure Notes issued by the Additional Issuer. The Purchaser may also, from time to time, purchase Loans from the Initial Issuer and transfer such Loans to an Additional Issuer to be pledged to secure an Additional Series.

The Seller and the Purchaser agree that Loans sold to the Purchaser under the Agreement and the PA Supplement retain their character as Series 2002-1 Loans whether sold to and retained by the Initial Issuer or reacquired by the Purchaser and transferred to an Additional Issuer.

The PA Supplement supplements the Master Loan Purchase Agreement dated as of August 29, 2002, as amended and restated as of October 30, 2007 and as amended or amended and restated from time to time. The Master Loan Purchase Agreement, as so amended, is the "Agreement." Terms used in this Amendment and not defined herein have the meaning assigned in the Agreement.

EFFECTIVE DATE

This Amended and Restated Series 2002-1 Supplement to the Master Loan Purchase Agreement has been dated, executed and delivered on October 30, 2007, however, to the extent the provisions hereof amend, revise or otherwise change the terms of the Series 2002-1 Supplement to the Master Loan Purchase Agreement dated as of August 29, 2002 as amended and restated and as further amended prior to the date hereof, such amendments, revisions and other changes contained herein shall become effective on October 31, 2007 (the "Effective Date").

Section 1. Definitions.

All capitalized terms used herein and not otherwise defined herein have the meanings ascribed to them in the Agreement. Each capitalized term defined herein shall relate only to the Series 2002-1 Loans and to no other Loans purchased by the Purchaser from the Seller.

In the event that any term or provision contained herein shall conflict with or be inconsistent with any term or provision contained in the Agreement, the terms and provisions of this PA Supplement shall be controlling.

The words "hereof," "herein" and "hereunder" and words of similar import when used in this PA Supplement shall refer to this PA Supplement as a whole and not to any particular provision of this PA Supplement; and Article, Section, subsection, Schedule and Exhibit references contained in this PA Supplement are references to Articles, Sections, subsections, Schedules and Exhibits in or to this PA Supplement unless otherwise specified.

"Addition Date" shall mean the date from and after which Additional Loans are sold pursuant to Section 2(d).

"Agreement" shall mean the Master Loan Purchase Agreement dated as of August 29, 2002, as amended and restated as of October 30, 2007, by and between the Seller, WVRI, WRDC, FMB, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries, the VB Partnerships and the Purchaser, as amended by the First Amendment thereto dated November 13, 2006 and as the same may be further amended, supplemented or otherwise modified from time to time thereafter in accordance with its terms.

"Assignment" shall have the meaning set forth in Section 2(d)(iii)(E).

"Closing Date" shall mean August 29, 2002.

"Cut-Off Date" shall mean August 27, 2002.

"Cut-Off Date Pool Principal Balance" shall have the meaning set forth in Section 3.

"Eligible Loan" shall mean a Series 2002-1 Loan which is either an Eligible Loan—Wyndham or an Eligible Loan—WorldMark.

"Eligible Loan—WorldMark" shall mean a Series 2002-1 Loan which is a WorldMark Loan and which meets the following criteria:

(a) with respect to which (i) the related Timeshare Property is not a Lot, (ii) the related Timeshare Property has been purchased by an Obligor, (iii) except in the case of a Green Loan, a certificate of occupancy for the related Timeshare Property has been issued, (iv) except in the case of a Green Loan, the unit for the related Timeshare Property is complete and ready for occupancy, is not in need of material maintenance or repair, except for ordinary, routine maintenance and repairs that are not substantial in nature or cost and contains no structural defects materially affecting its value, (v) the related Timeshare Property Regime is not in need of maintenance or repair, except for ordinary, routine maintenance and repairs that are not substantial in nature or cost and contains no structural defects materially affecting its value, (vi) there is no legal, judicial or administrative proceeding pending, or to the Seller's knowledge threatened, for the total condemnation of the related Timeshare Property or partial condemnation of any portion of the related Timeshare Property Regime that would have a material adverse effect on the value of the related Timeshare Property and (vii) the related Timeshare Property, if not Vacation Credits, is not related to a Resort located outside of the United States (including Puerto Rico and the United States Virgin Islands), Canada or Mexico;

(b) with respect to which the rights of the Obligor thereunder are subject to declarations, covenants and restrictions of record affecting the Resort;

(c) in the case of a Series 2002-1 Loan that is an Installment Contract, with respect to which the Seller has a valid ownership or security interest in an underlying Timeshare Property, subject only to Permitted Encumbrances, unless the criteria in paragraph (d) are satisfied;

(d) with respect to which (i) if the related Timeshare Property has been deeded to the Obligor of the related Series 2002-1 Loan, (A) the Seller has a valid and enforceable first lien Mortgage on such Timeshare Property, except as such enforceability may be limited by Debtor Relief Laws and as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law, (B) such Mortgage and related mortgage note have been assigned to the Collateral Agent, (C) such Mortgage and the related note for such Mortgage have been transferred or will be transferred to the custody of the Custodian in accordance with the provisions of Section 6(c)(i) of the Agreement and (D) if any Mortgage relating to such Series 2002-1 Loan is a deed of trust, a trustee duly qualified

under applicable law to serve as such has been properly designated in accordance with applicable law and currently so serves or (ii) if the related Timeshare Property has not been deeded to the Obligor of the related Series 2002-1 Loan, the Seller has legal title to such Timeshare Property underlying the related Series 2002-1 Loan;

(e) that was issued in a transaction that complied, and is in compliance, in all material respects with all material requirements of applicable federal, state and local law, except, with respect only to California Business and Professions Code Section 11018.10, as in effect prior to its repeal as of July 1, 2005, and California Business and Professions Code Section 11226, which became effective as of July 1, 2005 where such failure to comply would not have a Material Adverse Effect on the Seller or a material adverse effect on such Series 2002-1 Loan;

(f) *with respect to Loans sold prior to October 31, 2007,* that requires (i) the Obligor to pay the unpaid principal balance over an original term of not greater than 120 months and (ii) the original term of which does not exceed 84 months unless (A) the Series 2002-1 Loan relates to a Timeshare Upgrade or (B) the weighted average FICO score of all such Series 2002-1 Loans with original terms longer than 84 months is at least 640 and (x) with respect to Series 2002-1 Loans sold prior to November 14, 2005 has a FICO score not less than 600 or (y) with respect to Series 2002-1 Loans sold on or after November 14, 2005 has a FICO score not less than 550;

with respect to Loans sold on or after October 31, 2007, that requires either

(i) (A) the Obligor to pay the unpaid principal balance over an original term of not greater than 120 months and (B) the original term does not exceed 84 months unless (1) the Series 2002-1 Loan relates to a Timeshare Upgrade or (2) the weighted average FICO score of all Series 2002-1 Loans with original terms longer than 84 months is at least 640 and such Loan has a FICO score of not less than 550; or

(ii) the Obligor to pay the unpaid principal balance over an original term not greater than 180 months and such Loan has a FICO score of not less than 700;

(g) the Scheduled Payments on which are denominated and payable in United States dollars;

(h) that is not a Defective Loan or a Defaulted Loan;

(i) *that, with respect to Loans sold prior to July 28, 2004*, is not a Delinquent Loan and has never been a Defaulted Loan, as of the Cut-Off Date or related Addition Cut Off Date, as applicable; or

that, with respect to Loans sold on or after July 28, 2004, is not a Delinquent Loan and, unless it is a Permitted Deferred Loan, it has never been a Defaulted Loan, as of the Addition Cut-Off Date;

(j) that does not (i) finance the purchase of credit life insurance and (ii) finance, and was not originated in connection with, the "Explorer" program, unless such Loan has been converted to be in connection with the WorldMark program;

(k) *with respect to any Loan sold prior to July 28, 2004*, no Due Date thereunder occurring after the Cut-Off Date or the related Addition Cut-Off Date, as applicable, has been deferred; (*this provision (k) shall not be applicable to Loans sold on or after July 28, 2004*);

(l) with respect to which the related Timeshare Property consists of Vacation Credits or a UDI;

(m) that was originated by WRDC and has been consistently serviced by WRDC or by Wyndham, in each case in the ordinary course of their business and in accordance with the WRDC's or Wyndham's Customary Practices and Credit Standards and Collection Policies;

(n) that has not been specifically reserved against by WRDC or the Seller or classified by WRDC or the Seller as uncollectible or charged off;

(o) that arises from transactions in a jurisdiction in which WRDC is duly qualified to do business, except where the failure to so qualify will not adversely affect or impair the legality, validity, binding effect and enforceability of such Series 2002-1 Loan;

(p) that has not been cancelled or terminated by the related Obligor (regardless of whether such Obligor is legally entitled to do so) and constitutes a legal, valid, binding and enforceable obligation of the related Obligor, except as such enforceability may be limited by Debtor Relief Laws and as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(q) that is fully amortizing pursuant to a required schedule of substantially equal monthly payments of principal and interest;

(r) with respect to which (i) the downpayment has been made; and (ii) neither statutory nor regulatory rescission rights exist with respect to the related Obligor;

(s) that had an Equity Percentage of 10% or more at the time of the sale of the related Timeshare Property to the related Obligor (or, in the case of a Loan relating to a Timeshare Upgrade, an Equity Percentage of 10% or more of the value of all vacation credits owned by the related Obligor);

(t) with respect to which the related Obligor has not at any time made a written request for rescission of such Series 2002-1 Loan or otherwise stated in writing that it does not intend to consummate such Loan or to fully perform under such Series 2002-1 Loan;

(u) *with respect to Loans sold prior to November 13, 2006*, with respect to which at least one Scheduled Payment has been made by the Obligor;

with respect to Loans sold on or after November 13, 2006, with respect to which at least one Scheduled Payment has been made by the Obligor; except that this subsection (u) shall not be applicable with respect to Loans made for the purpose of or relating to the financing of a Timeshare Upgrade;

(v) as of the Cut-Off Date or related Addition Cut-Off Date, as applicable, has an outstanding loan balance not greater than $100,000; and

(w) that, in the case of a Green Loan, (i) satisfies each of the eligibility criteria set forth in paragraphs (a) through (v) above other than any such criteria that cannot be satisfied due solely to (A) the related Green Timeshare Property being located in a Resort that is not yet complete and ready for occupancy; (B) the Seller not having a valid ownership interest in the related Green Timeshare Property; or (C) the related Green Timeshare Property not having been deeded to the Obligor or legal title not being held by the Nominee; and (ii) the related Green Timeshare Property has a scheduled completion date no more than 12 months following the Cut-Off Date or related Addition Cut-Off Date, as applicable.

"Eligible Loan—Wyndham" shall mean a Series 2002-1 Loan which is not a WRDC Loan and which meets the following criteria:

(a) with respect to which (i) the related Timeshare Property is not a Lot, (ii) the related Timeshare Property has been purchased by an Obligor, (iii) except in the case of a Green Loan, a certificate of occupancy for the related Timeshare Property has been issued, (iv) except in the case of a Green Loan, the unit for the related Timeshare Property is complete and ready for occupancy, is not in need of material maintenance or repair, except for ordinary, routine maintenance and repairs that are not substantial in nature or cost and contains no structural defects materially affecting its value, (v) the related Timeshare Property Regime is not in need of maintenance or repair, except for ordinary, routine maintenance and repairs that are not substantial in nature or cost and contains no structural defects materially affecting its value, (vi) there is no legal, judicial or administrative proceeding pending, or to the Seller's knowledge threatened, for the total condemnation of the related Timeshare Property or partial condemnation of any portion of the related Timeshare Property Regime that would have a material adverse effect on the value of the related Timeshare Property and (vii) the related Timeshare Property is not

related to a Resort located outside of the United States (including Puerto Rico and the United States Virgin Islands), Canada or Mexico;

(b) with respect to which the rights of the Obligor thereunder are subject to declarations, covenants and restrictions of record affecting the Resort;provided, however, that a Series 2002-1 Loan shall not fail to be an Eligible Loan solely because the rights of the Obligor thereunder have been subjected to the FairShare Plus Program;

(c) in the case of a Series 2002-1 Loan that is an Installment Contract, with respect to which the Seller has a valid ownership or security interest in an underlying Timeshare Property, subject only to Permitted Encumbrances, unless the criteria in paragraph (d) are satisfied;

(d) with respect to which (i) if the related Timeshare Property has been deeded to the Obligor of the related Series 2002-1 Loan, (A) the Originator has a valid and enforceable first lien Mortgage on such Timeshare Property, except as such enforceability may be limited by Debtor Relief Laws and as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law, (B) such Mortgage and related mortgage note have been assigned to the Collateral Agent, (C) such Mortgage and the related note for such Mortgage have been transferred or will be transferred to the custody of the Custodian in accordance with the provisions of Section 6(c)(i) of the Agreement and (D) if any Mortgage relating to such Series 2002-1 Loan is a deed of trust, a trustee duly qualified under applicable law to serve as such has been properly designated in accordance with applicable law and currently so serves; (ii) if the related Timeshare Property has not been deeded to the Obligor of the related Series 2002-1 Loan, a Nominee has legal title to such Timeshare Property and the Seller has an equitable interest in such Timeshare Property underlying the related Series 2002-1 Loan; or (iii) if the related Timeshare Property is an Interval Interest or Points, the Seller has a security interest in such Timeshare Property;

(e) that was issued in a transaction that complied, and is in compliance, in all material respects with all material requirements of applicable federal, state and local law;

(f) *with respect to Loans sold prior to October 31, 2007*, that requires (i) the Obligor to pay the unpaid principal balance over an original term of not greater than 120 months and (ii) the original term of which does not exceed 84 months unless (A) the Series 2002-1 Loan relates to a Timeshare Upgrade or (B) the weighted average FICO score of all such Series 2002-1 Loans with original terms longer than 84 months is at least 640 and (x) with respect to Series 2002-1 Loans sold prior to November 14, 2005 has a FICO score not less than 600 or (y) with respect to Series 2002-1 Loans sold on or after November 14, 2005 has a FICO score not less than 550;

with respect to Loans sold on or after October 31, 2007, that requires either

(i) (A) the Obligor to pay the unpaid principal balance over an original term of not greater than 120 months and (B) the original term of which does not exceed 84 months unless (1) the Series 2002-1 Loan relates to a Timeshare Upgrade or (2) the weighted average FICO score of all Series 2002-1 Loans with original terms longer than 84 months is at least 640 and such Loan has a FICO score of not less than 550; or

(ii) the Obligor to pay the unpaid principal balance over an original term not greater than 180 months and such Loan has a FICO score of not less than 700;

(g) the Scheduled Payments on which are denominated and payable in United States dollars;

(h) that is not a Defective Loan or a Defaulted Loan;

(i) *that, with respect to Loans sold prior to July 28, 2004*, (i) is not a Delinquent Loan as of the Cut-Off Date or related Addition Cut-Off Date, as applicable, and (ii) with respect to which no Scheduled Payment was (A) delinquent for more than 30 days past its Due Date more than once during the 18-month period preceding the Cut-Off Date or related Addition Cut-Off Date, as applicable, with respect to such Series 2002-1 Loan, or (B) delinquent for more than 60 days at any time during such 18-month period (each such determination under this clause (ii) being made without giving effect to the grant of any extension of the Due Date of any such Scheduled Payment); or

that, with respect to Loans sold on or after July 28, 2004, that is not a Delinquent Loan and, unless it is a Permitted Deferred Loan, it has never been a Defaulted Loan, as of the Addition Cut-Off Date.

(j) that does not finance the purchase of credit life insurance;

(k) *with respect to any Loan sold prior to July 28, 2004*, no Due Date thereunder occurring after the Cut-Off Date or the related Addition Cut-Off Date, as applicable, has been deferred; (*this provision (k) shall not be applicable to Loans sold on or after July 28, 2004*);

(l) *with respect to Loans sold prior to July 28, 2004*, the related Timeshare Property (A) consists of a Fixed Week or a UDI and (B) if it consists of a Fixed Week, it has been converted into a UDI or has become subject to the FairShare Plus Program, which conversion or other modification does not give rise to the extension of the maturity of any payments under such Series 2002 1 Loan; or

with respect to Loans sold on or after July 28, 2004, the related Timeshare Property (A) consists of a Fixed Week, a UDI or an Interval Interest or Points and (B) if it consists of a Fixed Week, (i) it has been converted or is convertible into a UDI or has become subject to the FairShare Plus Program, which conversion into a UDI or any modification made in connection with the FairShare Plus Program does not or would not give rise to the extension of the maturity of any payments under such Series 2002 1 Loan or *with respect to Loans sold on or after November 14, 2005* (ii) it is an Acquired Portfolio Loan; or

with respect to which the related Timeshare Property consists of Points issued in connection with the Club Wyndham Access plan;

(m) that (i) either (A) has been transferred by WVRI to the Seller pursuant to the Operating Agreement, (B) in the case of any Series 2002 1 Loan originated by an Originator other than WVRI or any Loan related to the Dolphin's Cove Resort, has been transferred by such Originator to WVRI pursuant to the Operating Agreement and in the case of any Loan related to the Dolphin's Cove Resort, was originated by Dolphin's Cove Resort, Ltd., a California limited partnership, and was transferred to WVRI pursuant to a receivables purchase agreement dated December 29, 2000 by and between Dolphin's Cove Resort, Ltd. and WVRI, or (C) *with respect to Loans sold on or after November 14, 2005*, was originated by another entity and transferred to the Seller pursuant to the Operating Agreement or pursuant to another agreement acceptable to the Seller and the originator has provided to the Company a written quitclaim of all right, title and interest of such originator in the Loan which quitclaim shall be substantially similar to those provisions contained in Section 2(h) of this PA Supplement and (ii) in the case of any Loans sold to the Purchaser on the Closing Date, such Loans were sold by Fairfield Receivables Corporation to the Seller pursuant to an Assignment of Contracts and Mortgages, dated as of August 29, 2002;

(n) that was originated by an Originator and has been consistently serviced by the Seller, in each case in the ordinary course of its respective business and in accordance with Customary Practices and Credit Standards and Collection Policies; or, *with respect to Loans sold on or after November 14, 2005*, was acquired by the Seller directly or indirectly from the originator of such Loan and within a period of not more than 120 days after such acquisition, the Seller has undertaken the servicing of such Loan either directly or through a contractual agreement with a third party reasonably acceptable to the Seller;

(o) that has not been specifically reserved against by the Seller or classified by the Seller or WVRI as uncollectible or charged off;

(p) that arises from transactions in a jurisdiction in which WVRI and each Subsidiary of WVRI (other than the Purchaser and the Issuer) that conducts business in such jurisdiction is duly qualified to do business, except where the

failure to so qualify will not adversely affect or impair the legality, validity, binding effect and enforceability of such Series 2002-1 Loan;

(q) that has not been cancelled or terminated by the related Obligor (regardless of whether such Obligor is legally entitled to do so) and constitutes a legal, valid, binding and enforceable obligation of the related Obligor, except as such enforceability may be limited by Debtor Relief Laws and as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(r) that is fully amortizing pursuant to a required schedule of substantially equal monthly payments of principal and interest;

(s) with respect to which (i) the downpayment has been made and (ii) no statutory rescission rights with respect to the related Obligor are continuing as of the Cut-Off Date or related Addition Cut-Off Date, as applicable;

(t) that had an Equity Percentage of 10% or more at the time of the sale of the related Timeshare Property to the related Obligor (or, in the case of a Loan relating to a Timeshare Upgrade, an Equity Percentage of 10% or more of the value of all vacation credits owned by the related Obligor);

(u) with respect to which the related Obligor has not at any time made a written request for rescission of such Series 2002-1 Loan or otherwise stated in writing that it does not intend to consummate such Loan or to fully perform under such Series 2002-1 Loan;

(v) that is not a Series 2002-1 Loan originated under an Alliance Program;

(w) *with respect to a Loan sold prior to November 16, 2006* with respect to which at least one Scheduled Payment has been made by the Obligor;

with respect to a Loan sold on or after November 16, 2006 with respect to which at least one Scheduled Payment has been made by the Obligor; except that this subsection (w) shall not be applicable with respect to Loans made for the purpose of or relating to the financing of a Timeshare Upgrade;

(x) as of the Cut-Off Date or related Addition Cut-Off Date, as applicable, has an outstanding loan balance not greater than $100,000; and

(y) that, in the case of a Green Loan, (i) satisfies each of the eligibility criteria set forth in paragraphs (a) through (x) above other than any such criteria that cannot be satisfied due solely to (A) the related Green Timeshare Property being located in a Resort that is not yet complete and ready for occupancy; (B) the Seller not having a valid ownership interest in the related Green Timeshare Property; or (C) the related Green Timeshare Property not having been deeded to the Obligor or legal title not being held by the Nominee; and (ii) the related Green Timeshare Property has a scheduled completion date no

more than 12 months following the Cut-Off Date or related Addition Cut-Off Date, as applicable.

"Excess Concentration Amount" shall have the meaning set forth in the Series 2002-1 Supplement.

"Noteholder" shall mean any Series 2002-1 Noteholder and any holder of a note of any Additional Series.

"PA Supplement" shall have the meaning set forth in the preamble.

"Permitted Deferred Loan" shall mean a Loan with respect to which the Obligor has been granted an extension of the time required to pay the amounts due thereon, provided that (i) any such extension was made in accordance with the Credit Standards and Collection Policies and Customary Practices and (ii) such Loan is not a Delinquent Loan as of the Addition Cut-Off Date.

"Pool Purchase Price" shall have the meaning set forth in Section 3.

"Purchase" shall have the meaning set forth in Section 2(e).

"Purchaser" shall have the meaning set forth in the preamble.

"Repurchase Date" shall have the meaning set forth in Section 7.

"Repurchase Price" shall have the meaning set forth in Section 7.

"Series Termination Date" shall mean, with respect to Series 2002-1, the date on which all obligations with respect to the Series 2002-1 Notes issued under the Series 2002-1 Supplement have been paid in full and the Series 2002-1 Supplement is discharged and, with respect to any Additional Series, the date set forth in the related Indenture and Servicing Agreement.

"Series 2002-1 Additional Loan" shall mean each Additional Loan constituting one of the Series 2002-1 Loans Purchased from the Seller on an Addition Cut-Off Date and listed on Schedule 1 to the related Assignment.

"Series 2002-1 Loan" shall mean each Loan listed from time to time on the Series 2002-1 Loan Schedule whether such Loan is at such time a Series 2002-1 Pledged Loan or is pledged to secure an Additional Series.

"Series 2002-1 Loan Schedule" shall mean the Loan Schedule for the Series 2002-1 Loans.

"Series 2002-1 Noteholder" shall mean any Noteholder under the Series 2002-1 Supplement.

"Series 2002-1 Pledged Loan" shall have the meaning set forth in the Series 2002-1 Supplement.

"Series 2002-1 Supplement" shall mean the supplement to the Master Indenture and Servicing Agreement executed and delivered in connection with the original issuance of the Series 2002-1 Notes and all amendments thereof and supplements thereto.

"Substitution Adjustment Amount" shall have the meaning set forth in Section 7.

Section 2. Sale.

(a) Series 2002-1 Loans. Subject to the terms and conditions and in reliance on the representations, warranties, and covenants and agreements set forth in the Agreement and this PA Supplement, the Seller hereby sells and assigns to the Purchaser, and the Purchaser hereby Purchases from the Seller, without recourse except as specifically set forth herein, all of the Seller's right, title and interest in, to and under the Initial Loans, if any, listed on the Series 2002-1 Loan Schedule delivered on the Closing Date, together with all other Transferred Assets relating thereto. The Series 2002-1 Additional Loans existing at the close of business on the related Addition Cut-Off Date and all other Transferred Assets relating thereto shall be sold by the Seller and purchased by the Purchaser on the related Addition Date. Notwithstanding the foregoing, and for avoidance of doubt, the Seller does not assign, and the Purchaser does not agree to assume, any obligations specific to WVRI, WRDC or any Originator as developer of any Timeshare Property underlying an Installment Contract.

(b) Filing of Financing Statements. In connection with the foregoing sale, the Seller agrees to record and file a financing statement or statements (and continuation statements or other amendments with respect to such financing statements) with respect to the Series 2002-1 Loans and related Transferred Assets described in Section 2(a) sold by the Seller hereunder meeting the requirements of applicable state law in such manner and in such jurisdictions as are necessary to perfect the interests of the Purchaser created hereby under the applicable UCC and to deliver a file-stamped copy of such financing statements and continuation statements (or other amendments) or other evidence of such filings to the Purchaser.

(c) Delivery of Series 2002-1 Loan Schedule. In connection with the sale and conveyance hereunder, the Seller agrees on or prior to the Closing Date and on or prior to the applicable Addition Date (in the case of Additional Series 2002-1 Loans) to indicate or cause to be indicated clearly and unambiguously in its accounting, computer and other records that the Series 2002-1 Loans and related Transferred Assets have been sold to the Purchaser pursuant to this PA Supplement. In addition, in connection with the sale and conveyance hereunder, the Seller agrees on or prior to the Closing Date and on or prior to the applicable Addition Date (in the case of Additional Series 2002-1 Loans) to deliver to the Purchaser a Series 2002-1 Loan Schedule for such Series 2002-1 Loans or Additional Series 2002-1 Loans. The Seller and the Purchaser agree that the Series 2002-1 Loan Schedule shall include all Loans sold under the Agreement and this PA Supplement whether such Loans are Series 2002-1 Pledged Loans or are pledged to secure an Additional Series.

(d) Purchase of Additional Series 2002-1 Loans.

(i) [Reserved].

(ii) The Seller may, with the consent of the Purchaser, designate Eligible Loans to be sold as Additional Series 2002-1 Loans.

(iii) On the Addition Date with respect to any Additional Series 2002-1 Loans, such Additional Series 2002-1 Loans shall become Series 2002-1 Loans, and the Purchaser shall Purchase the Seller's right, title and interest in, to and under the Additional Series 2002-1 Loans and the other related Transferred Assets as provided in the Assignment, subject to the satisfaction of the following conditions on such Addition Date:

(A) The Seller shall have delivered to the Purchaser copies of UCC financing statements covering such Additional Series 2002-1 Loans, if necessary to perfect the Purchaser's first priority interest in such Series 2002-1 Additional Loans and the other related Transferred Assets;

(B) On each of the Addition Cut-Off Date and the Addition Date, the sale of such Additional Series 2002-1 Loans and the other related Transferred Assets to the Purchaser shall not have caused the Seller's insolvency or have been made in contemplation of the Seller's insolvency;

(C) No selection procedure shall have been utilized by the Seller that would result in a selection of such Additional Series 2002-1 Loans (from the Eligible Loans available to the Seller) that would be materially adverse to the interests of the Purchaser as of the Addition Date;

(D) The Seller shall have indicated in its accounting, computer and other records that the Additional Series 2002-1 Loans and the other related Transferred Assets have been sold to the Purchaser and shall have delivered to the Purchaser the required Series 2002-1 Loan Schedule;

(E) The Seller and the Purchaser shall have entered into a duly executed, written assignment substantially in the form of Exhibit B to the Agreement (an "Assignment");

(F) The Seller shall have delivered to the Purchaser an Officer's Certificate of the Seller dated the Addition Date, confirming, to the extent applicable, the items set forth in Section 2(d)(iii) (A) through (E); and

(H) The Purchaser shall have paid the Additional Pool Purchase Price as provided in Section 3 of the Agreement.

(iv) The Seller shall have no obligation to sell the Additional Series 2002-1 Loans if it has not been paid the Additional Pool Purchase Price therefor.

(e) Treatment as Sale. It is the express and specific intent of the parties that the sale of the Series 2002-1 Loans and related Transferred Assets from the Seller to the Purchaser as provided in this Section 2 (the "Purchase") is and shall be construed for all purposes as a true and absolute sale of such Series 2002-1 Loans and related Transferred Assets, shall be absolute and irrevocable and provide the Purchaser with the full benefits of ownership of the Series 2002-1 Loans and related Transferred Assets and will be treated as such for all federal income tax reporting and all other purposes.

(f) Recharacterization. Without prejudice to the provisions of Section 2(e) providing for the absolute transfer of the Seller's interest in the Series 2002-1 Loans and related Transferred Assets to the Purchaser, in order to secure the prompt payment and performance of all of the obligations of the Seller to the Purchaser and the Purchaser's assignees arising in connection with the Agreement, this PA Supplement and the other Facility Documents, whether now or hereafter existing, due or to become due, direct or indirect, or absolute or contingent, the Seller hereby assigns and grants to the Purchaser a first priority security interest in all of the Seller's right, title and interest, whether now owned or hereafter acquired, if any, in, to and under all of the Series 2002-1 Loans and related Transferred Assets and the proceeds thereof.

(g) Security Interest in Transferred Assets. WVRI, WRDC, FMB, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries and the Seller acknowledge that the Series 2002-1 Loans and related Transferred Assets are subject to the Lien of the Indenture and Servicing Agreement for the benefit of the Trustee and the Series 2002-1 Noteholders (or to the Collateral Agent on behalf of the Trustee and the Series 2002-1 Noteholders). With respect to Series 2002-1 Loans and related Transferred Assets which have been released from the Lien of the Series 2002 1 Supplement, conveyed to the Purchaser and transferred by the Purchaser to an Additional Issuer, each of WVRI, WRDC, FMB, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries and the Seller acknowledges that such Series 2002-1 Loans and related Transferred Assets are subject to the Lien of the applicable Indenture and Servicing Agreement for the benefit of the applicable Trustee and Noteholders.

(h) Quitclaim of All Right, Title and Interest by FMB, the VB Subsidiaries, WVRI, WRDC, Kona, Eastern Resorts, BHV and SDI

(i) The parties hereto recognize that each of (A) FMB and the VB Subsidiaries has previously sold, transferred and assigned to WVRI all of its right, title and interest in and to the Series 2002-1 Loans originated by it and (B) WVRI has previously sold, transferred and assigned to the Seller all of its respective right, title and interest in and to the Series 2002-1 Loans originated by it or sold to it by FMB or the VB Subsidiaries, together with, in each case, the other related Transferred Assets. Each such sale, transfer and assignment has been made pursuant to the terms of the Operating Agreement and one or more blanket assignments executed by such parties in favor of WVRI or the Seller, as applicable. For the avoidance of doubt and to further evidence the intent of the parties hereto that all right, title and interest in the Series 2002-1 Loans and related Transferred Assets are being sold and transferred to the Purchaser pursuant to the Agreement and this PA Supplement, each of WVRI, FMB and the VB Subsidiaries hereby irrevocably quitclaim all right, title and interest that any of them may have or be

deemed to have in and to any of the Series 2002-1 Loans and related Transferred Assets directly to the Purchaser.

(ii) To the extent that any quitclaim of the Series 2002-1 Loans and related Transferred Assets from WVRI, FMB or the VB Subsidiaries to the Purchaser contemplated by this Section 2(h) is not treated as a sale under applicable law, this PA Supplement shall constitute a security agreement under applicable law and, in order to secure the prompt payment and performance of all of the obligations of the Seller to the Purchaser and the Purchaser's assignees arising in connection with the Agreement, this PA Supplement and the other Facility Documents, whether now or hereafter existing, due or to become due, direct or indirect, or absolute or contingent, each of WVRI, FMB and the VB Subsidiaries, as applicable, hereby assigns and grants to the Purchaser a first priority security interest in all of the right, title and interest of WVRI, FMB or such VB Subsidiary, as applicable, whether now owned or hereafter acquired, if any, in, to and under all of the Series 2002-1 Loans and related Transferred Assets and the proceeds thereof.

(iii) The parties hereto recognize that each of (A) Kona, SDI, Eastern Resorts and BHV has previously sold, transferred and assigned or simultaneously herewith do sell, transfer and assign to WVRI all of their right, title and interest in and to the Series 2002-1 Loans originated by it and (B) WVRI has previously sold, transferred and assigned or simultaneously herewith does sell, transfer and assign to the Seller all of its respective right, title and interest in and to the Series 2002-1 Loans originated by it or sold to it by Kona, SDI, Eastern Resorts or BHV together with, in each case, the other related Transferred Assets. Each such sale, transfer and assignment has been made or is being made pursuant to the terms of the Operating Agreement and one or more blanket assignments executed by such parties in favor of WVRI or the Seller, as applicable. For the avoidance of doubt and to further evidence the intent of the parties hereto that all right, title and interest in the Series 2002-1 Loans and related Transferred Assets are being sold and transferred to the Purchaser pursuant to the Agreement and the PA Supplement, each of Kona and SDI and Eastern Resorts and BHV hereby irrevocably quitclaim all right, title and interest that they may have or be deemed to have in and to any of the Series 2002-1 Loans and related Transferred Assets directly to the Purchaser.

(iv) To the extent that any quitclaim of the Series 2002-1 Loans and related Transferred Assets from Kona, SDI, Eastern Resorts and BHV to the Purchaser contemplated by this Section 2 is not treated as a sale under applicable law, this PA Supplement shall constitute a security agreement under applicable law and, in order to secure the prompt payment and performance of all of the obligations of the Seller to the Purchaser and the Purchaser's assignees arising in connection with the Agreement, the PA Supplement and the other Facility Documents, whether now or hereafter existing, due or to become due, direct or indirect, or absolute or contingent, each of Kona, SDI, Eastern Resorts and BHV, as applicable, hereby assign and grant to the Purchaser a first priority security interest in all of the right, title and interest of Kona, SDI, Eastern Resorts or BHV, as applicable, whether now owned or hereafter acquired, if any, in, to and under all of the Series 2002-1 Loans and related Transferred Assets and the proceeds thereof.

(i) Transfer of Loans. All Series 2002-1 Loans conveyed to the Purchaser hereunder shall be held by the Custodian pursuant to the terms of the Custodial Agreement for the benefit of the Purchaser, the respective Issuers, the respective Trustees and the Collateral Agent. Upon each Purchase hereunder, the Custodian shall execute and deliver to the Purchaser a certificate acknowledging receipt of the applicable Series 2002-1 Loans pursuant to the Custodial Agreement; provided that, with respect to a Series 2002-1 Loan purchased on a Purchase Date, receipt shall be timely delivered if it is delivered to the Purchaser no later than 30 days after the Purchase Date for that Loan.

Each of WVRI, the other Originators and the Seller acknowledges that the Purchaser will convey the Series 2002-1 Loans and the other related Transferred Assets to the Initial Issuer or an Additional Issuer and that the Initial Issuer or Additional Issuer will grant a security interest in the Series 2002-1 Loans and other related Transferred Assets to the Collateral Agent pursuant to the applicable Indenture and Servicing Agreement. Each of WVRI, the other Originators and the Seller agrees that, upon such grant, the Initial Issuer or the Additional Issuer and the Collateral Agent may enforce all of the Seller's and WVRI's obligations hereunder and under the Agreement directly, including without limitation the repurchase obligations of the Seller set forth in Section 7.

Section 3. Purchase Price.

The Initial Series 2002-1 Loans had an aggregate unpaid principal balance of $280,127,904.13 at the Cut-Off Date (such aggregate unpaid principal balance at the Cut-Off Date being referred to herein as the "Cut-Off Date Pool Principal Balance"). The purchase price (the "Pool Purchase Price") for the Loans sold on the Closing Date shall be $280,127,904.13. The purchase price for Additional Loans sold on an Addition Date shall be the Additional Pool Purchase Price.

Section 4. Payment of Purchase Price.

Sections 4(a) through (c) are set forth in the Agreement.

(d) Payment for and delivery of the Series 2002-1 Loans being purchased by the Purchaser on the Closing Date shall take place at a closing at the offices of Orrick, Herrington & Sutcliffe LLP, 3050 K Street, Washington, D.C. 20007, at 10:00 a.m. local time on the Closing Date, or such other time and place as shall be mutually agreed upon among the parties hereto.

Section 5. Conditions Precedent to Sale of Loans.

The Purchaser's obligations hereunder to Purchase and pay for the Series 2002-1 Loans and related Transferred Assets on the Closing Date are subject to the fulfillment of the following conditions on or before the Closing Date:

(a) (i) The Purchaser shall have received the Series 2002-1 Pool Purchase Agreement relating to each Series 2002-1 Loan executed by all the parties thereto and (ii) all conditions precedent to the sale of the Series 2002-1 Pool Loans thereunder shall have been fulfilled to the extent they are

capable of being fulfilled prior to the performance by the Purchaser of its obligations under this PA Supplement.

(b) The representations and warranties of each of the Seller, WVRI, FMB, and the VB Subsidiaries made in the Agreement and herein shall be true and correct in all material respects on the Closing Date.

Section 6. Representations and Warranties of the Seller, WVRI, WRDC, FMB and the VB Subsidiaries.

(a) [Reserved].

Sections 6(a)(i) through (xvii) are set forth in the Agreement.

(b) Representations and Warranties Regarding the Series 2002-1 Loans. The Seller and WVRI jointly and severally represent and warrant to the Purchaser as of the Cut-Off Date and Addition Cut-Off Date as to each Series 2002-1 Loan conveyed on and as of the Closing Date or the related Addition Date, as applicable (except as otherwise expressly stated) as follows:

(xxiii) Loan Schedule. The information set forth in the Series 2002-1 Loan Schedule is true and correct with respect to such Series 2002-1 Loan.

(xxiv) Good Title to Series 2002-1 Loans. The Seller has good and marketable title to such Series 2002-1 Loan free and clear of any Lien other than Permitted Encumbrances. The Seller has not sold, assigned or pledged such Series 2002-1 Loan or any interest therein to any Person other than the Purchaser. (i) With respect to the related Timeshare Property, either (A) a generally accepted form of title insurance policy insuring the fee estate ownership of the real property subject to the Timeshare Property Regime by the Persons owning the respective interests therein and their successors and assigns (1) was effective either at the time the Originator (or a Subsidiary thereof) acquired the Timeshare Property or at the time of registration of the Timeshare Property Regime, (2) is valid and remains in full force and effect and (3) was issued by a title insurer qualified to do business in the applicable jurisdiction; or (B) either at the time the Originator (or a Subsidiary thereof) acquired the Timeshare Property or at the time of registration of the Timeshare Property Regime, such fee estate ownership had been verified by an attorney's opinion of title, the form and substance of which is of a type acceptable for purposes of registration of sales of Timeshare Properties and which may be relied upon by Persons subsequently owning the respective interests therein and their successors and assigns; (ii) (A) with respect to the related Timeshare Property that consists of a Vacation Credit and the related Loan Documents, the Seller has not sold, assigned or pledged such related Series 2002-1 Loan or any interest therein to any Person other than the Purchaser and (B) with respect to the related Timeshare Property that consists of an UDI, the Assignment of Mortgage of such related Mortgage from the Seller to the Purchaser and each related endorsement of the related Mortgage note constitutes a duly executed, legal, valid, binding and enforceable sale, assignment or endorsement of such related Mortgage and related Mortgage note, and all monies due or

to become due thereunder and all proceeds thereof; or (iii) (A) with respect to the related Timeshare Property that consists of Points and the related Loan Documents in connection with the ClubWyndham Access plan, the Seller has not sold, assigned or pledged such related Series 2002-1 Loan or any interest therein to any Person other than the Purchaser.

(xxv) No Defaults. As of the Cut-Off Date or related Addition Cut-Off Date, as applicable, such Series 2002-1 Loan is not a Defaulted Loan and no event has occurred which, with the taking of any action or the expiration of any grace or cure period or both, would cause such Series 2002-1 Loan to be a Defaulted Loan. None of the Seller, WVRI, WRDC, FMB, Kona, SDI, Eastern Resorts, BHV or the VB Subsidiaries has waived any such default, breach, violation or event permitting acceleration with respect to such Series 2002-1 Loan.

(xxvi) Equal Installments. Such Series 2002-1 Loan has a fixed Loan Rate and provides for substantially equal monthly payments that fully amortize the Series 2002-1 Loan over its term.

(xxvii) Excess Concentration Amount. The Purchase of such Series 2002-1 Loan occurring on such Closing Date or Addition Date, as applicable, and the inclusion of such Series 2002-1 Loan as a Series 2002-1 Pledged Loan pursuant to the Series 2002-1 Supplement to the Indenture and Servicing Agreement, does not cause an increase in the Excess Concentration Amount.

Sections 6(b)(i) through (xxii) are set forth in the Agreement.

Section 7. Repurchases or Substitution of Series 2002-1 Loans.

The parties understand and agree that references in this Section 7 to the Issuer, Trustee or Master Servicer, shall in each case refer to the Issuer, Trustee or Master Servicer for the Series to which the Loan to be repurchased is then pledged.

(a) Repurchase or Substitution Obligation. Subject to Section 7(b), upon discovery by the Seller or upon written notice from the Purchaser, the Issuer or the Trustee that any Series 2002-1 Loan is a Defective Loan, the Seller shall, within 90 days after the earlier of its discovery or receipt of notice thereof, cure such Defective Loan in all material respects or either (i) repurchase such Defective Loan from the Purchaser or its assignee at the Repurchase Price or (ii) substitute one or more Qualified Substitute Loans for such Defective Loan. For purposes of this Agreement, the term "Repurchase Price" shall mean an amount equal to the outstanding Principal Balance of such Defective Loan as of the close of business on the Due Date immediately preceding the Payment Date on which the repurchase is to be made, plus accrued but unpaid interest thereon to the date of the repurchase. The Purchaser hereby directs the Seller, for so long as the Indenture and Servicing Agreement is in effect, to make such payment on its behalf to the Collection Account pursuant to Section 7(b). The following defects with respect to documents in any Loan File, solely to the extent they do not impair the validity or enforceability of the subject document under applicable law, shall not be deemed to constitute a breach of the representations and warranties contained in Section 6(b): misspellings of or omissions of initials in names; name changes from divorce or marriage; discrepancies as to payment dates in a Series 2002-1 Loan of no more than 30 days; discrepancies as to Scheduled

Payments of no more than $5.00; discrepancies as to origination dates of not more than 30 days; inclusion of additional parties other than the primary Obligor not listed in the Master Servicer's records or in the Series 2002-1 Loan Schedule and non-substantive typographical errors and other non-substantive minor errors of a clerical or administrative nature.

(b) Repurchases and Substitutions. The Seller shall provide written notice to the Purchaser of any repurchase pursuant to Section 7(a) not less than two Business Days prior to the date on which such repurchase is to be effected, specifying the Defective Loan and the Repurchase Price therefor. Upon the repurchase of a Defective Loan pursuant to Section 7(a), the Seller shall deposit the Repurchase Price in the Collection Account on behalf of the Purchaser no later than 12:00 noon, New York time, on the Payment Date on which such repurchase is made (the "Repurchase Date").

If the Seller elects to substitute a Qualified Substitute Loan or Loans for a Defective Loan pursuant to this Section 7(b), the Seller shall deliver such Qualified Substitute Loan in the same manner as the other Series 2002-1 Loans sold hereunder, including delivery of the applicable Loan Documents as required pursuant to the Custodial Agreement and satisfaction of the same conditions with respect to such Qualified Substitute Loan as to the Purchase of Additional Loans set forth in Section 2(d)(iii). Payments due with respect to Qualified Substitute Loans prior to the last day of the Due Period next preceding the date of substitution shall not be property of the Purchaser, but will be retained by the Master Servicer and remitted by the Master Servicer to the Seller on the next succeeding Payment Date. Scheduled Payments due on a Defective Loan prior to the last day of the Due Period next preceding the date of substitution shall be property of the Purchaser, and after such last day of the Due Period next preceding the date of substitution the Seller shall be entitled to retain all Scheduled Payments due thereafter and other amounts received in respect of such Defective Loan. The Seller shall cause the Master Servicer to deliver a schedule of any Defective Loans so removed and Qualified Substitute Loans so substituted to the Purchaser, and such schedule shall be an amendment to the Series 2002-1 Loan Schedule. Upon such substitution, the Qualified Substitute Loan or Loans shall be subject to the terms of this PA Supplement in all respects, the Seller shall be deemed to have made the representations and warranties with respect to each Qualified Substitute Loan set forth in Section 6(b) of the Agreement and this PA Supplement and Section 6(c) of the Agreement, in each case as of the date of substitution, and the Seller shall be deemed to have made a representation and warranty that each Loan so substituted is an Qualified Substitute Loan as of the date of substitution. The Seller shall be obligated to repurchase or substitute for any Eligible Substitute Loan as to which the Seller has breached the Seller's representations and warranties in Section 6(b) to the same extent as for any other Series 2002-1 Loan, as provided herein. In connection with the substitution of one or more Qualified Substitute Loans for one or more Defective Loans, the Master Servicer shall determine the amount (such amount, a "Substitution Adjustment Amount"), if any, by which the aggregate principal balance of all such Qualified Substitute Loans as of the date of substitution is less than the aggregate principal balance of all such Defective Loans (after application of the principal portion of the Scheduled Payments due in the month of substitution that are to be distributed to the Purchaser in the month of substitution). The Seller shall deposit the amount of such shortfall into the Collection Account in immediately available funds on the date of substitution, without any reimbursement therefor.

Upon each repurchase or substitution, the Purchaser shall automatically and without further action sell, transfer, assign, set over and otherwise convey to the Seller, without recourse, representation or warranty, all of the Purchaser's right, title and interest in and to the related Defective Loan, the related Timeshare Property, the Loan File relating thereto and any other related Transferred Assets, all monies due or to become due with respect thereto and all Collections with respect thereto (including payments received from Obligors from and including the last day of the Due Period next preceding the date of transfer, subject to the payment of any Substitution Adjustment Amount). The Purchaser shall execute such documents, releases and instruments of transfer or assignment and take such other actions as shall reasonably be requested by the Seller to effect the conveyance of such Defective Loan, the related Timeshare Property and related Loan File pursuant to this Section 7(b).

Promptly after the occurrence of a Repurchase Date and after the repurchase of Defective Loans in respect of which the Repurchase Price has been paid on such date, the Seller shall direct the Master Servicer to delete such Defective Loans from the Series 2002-1 Loan Schedule.

The obligation of the Seller to repurchase or substitute for any Defective Loan shall constitute the sole remedy against the Seller, WVRI or their Affiliates with respect to any breach of the representations and warranties set forth in Section 6(b) available hereunder to the Purchaser or its successors or assigns.

(c) Repurchases of Series 2002-1 Loans that Become Defaulted Loans. If any Series 2002-1 Loan becomes a Defaulted Loan during any Due Period, the Seller may repurchase such Defaulted Loan from the Purchaser or its assignees at the Repurchase Price therefor and in accordance with the additional provisions applicable to repurchases of Defective Loans under Section 7(b).

(d) Maximum Repurchases. Notwithstanding anything to the contrary in the Agreement or this PA Supplement, no Defaulted Loans shall be repurchased by the Seller to the extent that the aggregate principal balance of all Defaulted Loans so repurchased is greater than the Defaulted Loan Repurchase Cap.

Section 8. Covenants of the Seller and WVRI.

Section 8 is set forth in the Agreement.

Section 9. Representations and Warranties of the Purchaser.

Section 9 is set forth in the Agreement.

Section 10. Covenants of the Purchaser.

Section 10 is set forth in the Agreement.

Section 11. Miscellaneous Provisions.

Sections 11(a) through (l) are set forth in the Agreement.

(m) Ratification of Agreement. As supplemented by this PA Supplement, the Agreement is in all respects ratified and confirmed and the Agreement as so supplemented by this PA Supplement shall be read, taken and construed as one and the same instrument.

(n) Amendment. This PA Supplement may be amended from time to time or the provisions hereof may be waived or otherwise modified by the parties hereto by written agreement signed by the parties hereto.

(o) Counterparts. This PA Supplement may be executed in two or more counterparts, and by different parties on separate counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

(p) GOVERNING LAW. THIS PA SUPPLEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT OTHERWISE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

(q) Successors and Assigns. This PA Supplement shall be binding upon each of the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries, the VB Partnerships and the Purchaser and their respective permitted successors and assigns, and shall inure to the benefit of, and be enforceable by, each of the Seller, WVRI, WRDC, Kona, SDI, Eastern Resorts, BHV, the VB Subsidiaries, the VB Partnerships and the Purchaser and each of the Issuer, the Trustee, the Collateral Agent and the Noteholders.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized, all as of the day and year first above written.

WYNDHAM CONSUMER FINANCE, INC.

By: /s/ Mark A. Johnson
Name: Mark A. Johnson
Title: President

WYNDHAM VACATION RESORTS, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

WYNDHAM RESORT DEVELOPMENT CORPORATION

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

FAIRFIELD MYRTLE BEACH, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

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EASTERN RESORTS COMPANY, LLC

By: Eastern Resorts Corporation,
Its Sole Member

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

SEA GARDENS BEACH AND TENNIS RESORT, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

VACATION BREAK RESORTS, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

VACATION BREAK RESORTS AT STAR ISLAND, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

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PALM VACATION GROUP,
by its General Partners:

Vacation Break Resorts at Palm Aire, Inc.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

Palm Resort Group, Inc.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

OCEAN RANCH VACATION GROUP,

by its General Partners:

Vacation Break at Ocean Ranch, Inc.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

Ocean Ranch Development, Inc.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

SIERRA DEPOSIT COMPANY, LLC

By: /s/ Mark A. Johnson
Name: Mark A. Johnson
Title: President

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KONA HAWAIIAN VACATION OWNERSHIP, LLC

By: Fairfield Resort, Inc.,
Its Managing Member

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

SHAWNEE DEVELOPMENT, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

BHV DEVELOPMENT COMPANY, INC.

By: /s/ Michael A. Hug
Name: Michael A. Hug
Title: Executive Vice President and Chief Financial Officer

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SCHEDULE 1

SERIES 2002-1 LOAN SCHEDULE

[Previously delivered and delivered on each Addition Date.]